



City of Tigard
Tigard Business Meeting – Agenda

TIGARD CITY COUNCIL and CITY CENTER DEVELOPMENT AGENCY *Agenda Revised 10/23/2014 to add Agenda Item No. 12 and revise title of Agenda Item 6*

MEETING DATE AND TIME: October 28, 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

VIEW LIVE VIDEO STREAMING ONLINE:

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

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

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

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



City of Tigard

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6:30 PM

- **EXECUTIVE SESSION:** The Tigard City Center Development Agency will go into Executive Session to discuss real property 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. **6:30 p.m. estimated time**

- **STUDY SESSION**

- . BRIEFING ON AN AGREEMENT REGARDING THE MAINTENANCE OF WATER QUALITY SWALES ON PACIFIC HIGHWAY **6:45 p.m. estimated time**

- B. UPDATE ON PROGRESS TO DEVELOP AN AGREEMENT REGARDING WATER SYSTEM OWNERSHIP AND WATER SERVICE **6:55 p.m. estimated time**

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. Citizen Communication – Sign Up Sheet

3. CONSENT AGENDA: Tigard City Council - These items are considered routine and may be enacted in one motion without separate discussion. Anyone may request that an item be removed by motion for discussion and separate action. Motion to:
 - A. APPROVE CITY COUNCIL MINUTES:
 - July 22, 2014
 - Sept. 9, 2014
 - B. AUTHORIZE THE CITY MANAGER TO SIGN A MEMORANDUM OF UNDERSTANDING REGARDING TIGARD'S PARTICIPATION IN THE MASTER PLANNING PROCESS FOR THE WILLAMETTE RIVER TREATMENT PLANT
 - C. CONSIDER A RESOLUTION OF NECESSITY AMENDING RESOLUTION OF NECESSITY NO. 14-18 TO ACQUIRE PROPERTY FOR THE WALNUT STREET IMPROVEMENT PROJECT
 - D. AUTHORIZE THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE COUNTY FOR A CDBG SIDEWALK PROJECT
- *Consent Agenda - Items Removed for Separate Discussion: Any items requested to be removed from the Consent Agenda for separate discussion will be considered immediately after the Council/City Center Development Agency has voted on those items which do not need discussion.*
4. CITY CENTER DEVELOPMENT AGENCY - INFORMATIONAL PUBLIC HEARING - FY 2015 FIRST QUARTER SUPPLEMENTAL BUDGET - CITY CENTER DEVELOPMENT AGENCY **6:35 p.m. estimated time**
5. APPOINT LYNN SCROGGIN AS A MEMBER OF THE CITY CENTER ADVISORY COMMISSION **6:45 p.m. estimated time**
6. APPOINT JOHN GOODHOUSE AS A MEMBER AND REMOVE MICHAEL ENLOE FROM THE PLANNING COMMISSION **6:50 p.m. estimated time**
7. APPOINT TIGARD YOUTH ADVISORY COUNCIL MEMBERS **6:55 p.m. estimated time**
8. INFORMATIONAL PUBLIC HEARING - FY 2015 FIRST QUARTER SUPPLEMENTAL BUDGET AMENDMENT **7:00 p.m. estimated time**
9. RECEIVE BRIEFING ON CAPITAL IMPROVEMENT PLAN (CIP) PROJECTS **7:20 p.m. estimated time**
10. APPROVE RESOLUTION TO AUTHORIZE A REQUEST TO THE STATE OF OREGON FOR THE CREATION OF AN ENTERPRISE ZONE **7:35 p.m. estimated time**
11. DISCUSS POTENTIAL TIGARD MUNICIPAL CODE AMENDMENT **7:50 p.m. estimated time**
12. LOCAL CONTRACT REVIEW BOARD - CONSIDER APPROVAL OF A LEASE AGREEMENT AT 8955 BURNHAM STREET

13. COUNCIL LIAISON REPORTS **8:05 p.m. estimated time**
14. NON AGENDA ITEMS **8:10 p.m. estimated time**
15. EXECUTIVE SESSION: The Tigard City Council may go into Executive Session. If an Executive Session is called to order, the appropriate ORS citation will be announced identifying the applicable statute. All discussions are confidential and those present may disclose nothing from the Session. Representatives of the news media are allowed to attend Executive Sessions, as provided by ORS 192.660(4), but must not disclose any information discussed. No Executive Session may be held for the purpose of taking any final action or making any final decision. Executive Sessions are closed to the public.
16. ADJOURNMENT **8:15 p.m. estimated time**

AIS-1925

A. .

Business Meeting

Meeting Date: 10/28/2014

Length (in minutes): 10 Minutes

Agenda Title: Briefing on an Agreement Regarding the Maintenance of Water Quality Swales on Pacific Highway

Prepared For: Mike McCarthy

Submitted By: Judy Lawhead,
Public Works

Item Type:

Meeting Type: Council
Business Mtg
- Study Sess.

Public Hearing

Newspaper Legal Ad Required?:

Public Hearing Publication

Date in Newspaper:

Information

ISSUE

Briefing on an agreement regarding the construction and maintenance of water quality swales in the median of Pacific Highway.

STAFF RECOMMENDATION / ACTION REQUEST

No action is requested; formal consideration of the agreement is scheduled on an upcoming council meeting.

KEY FACTS AND INFORMATION SUMMARY

This project is a collaboration between Clean Water Services (CWS), the City of Tigard, King City and the Oregon Department of Transportation (ODOT), to retrofit and construct four stormwater treatment swales in the median of Pacific Highway 99W between Beef Bend Road and the Tualatin River. The swales will provide treatment for 1.75 miles of ODOT highway and 45 acres of commercial and residential property, 54% of which lies within Tigard city limits. CWS and the city have successfully partnered on several projects over the years, providing greater benefit and cost savings to the community and the region. The respective obligations are outlined in the attached IGA and summarized below:

- CWS will be the managing partner on this project, leading the design, construction and maintenance of the project.
- The city obligation, as outlined in Exhibit B of the IGA, is to pay \$62,850 towards the cost of the project prior to December 31, 2014.

The maintenance of these swales will be provided through a 15-year agreement between CWS and ODOT. CWS has agreed to maintain the swales at their cost for the first two years, through the vegetation establishment period. After that point in time, the city and CWS will negotiate an appropriate cost share from Tigard to cover the benefit these swales bring to the city. At that time, staff will bring a proposed new IGA with CWS to council for consideration and approval. Estimated maintenance costs for these types of similar facilities is typically less than \$5,000 per year.

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 result would likely be a delay in the project and/or loss of this opportunity to treat runoff in this area of available right of way to remove pollutants before they enter the river.

COUNCIL OR CCDA GOALS, POLICIES, MASTER PLANS

This project is included as project no. 94031 in the adopted Capital Improvement Program.

DATES OF PREVIOUS CONSIDERATION

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

Fiscal Impact

Cost: \$62,850
Budgeted (yes or no): yes
Where Budgeted (department/program): CIP Project # 94031

Additional Fiscal Notes:

This agreement calls for the city to make a one-time payment of \$62,850 for the city's share of the construction cost of this project. This amount is budgeted in Capital Improvement Plan project no. 94031 in FY 2014-15. No other external city expenses are anticipated in accordance with construction of this project.

The city will have a future maintenance obligation after the first two years of establishment. That future obligation is yet to be negotiated. Estimated maintenance costs for these types of similar facilities is typically less than \$5,000 per year.

Attachments

[IGA with CWS for Water Quality Facilities](#)

**INTERGOVERNMENTAL AGREEMENT
BETWEEN CITY OF TIGARD AND
CLEAN WATER SERVICES TO CONSTRUCT
HIGHWAY 99W MEDIAN STORMWATER QUALITY FACILITIES
PROJECT NO. 6588**

This Agreement, dated _____, 2014 is between CLEAN WATER SERVICES (District) a county service district organized under ORS Chapter 451 and the CITY OF TIGARD (City) an Oregon Municipality.

A. RECITALS

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

District intends to undertake the Highway 99W Median Stormwater Quality Facilities Project No. 6588 (Project) to retrofit and construct stormwater quality swales in the median of Highway 99W. This Project has been endorsed by the Capital Improvement Program Prioritization Committee.

NOW, THEREFORE, the parties agree as follows:

B. PROJECT DESCRIPTION

The Project is a collaboration between the cities of Tigard and King City, ODOT and District, to retrofit and construct 4 stormwater treatment swales in the median of Highway 99W. The Project will provide treatment for 1.75 miles of ODOT Highway and 45 acres of commercial and residential property. See Exhibit A attached hereto for the Project location.

C. DEFINITIONS

1. Capital Improvement Program Prioritization Committee – This Committee has been established by District and the Member Cities of Beaverton, Cornelius, Forest Grove, Hillsboro, Tigard, Tualatin, and Sherwood.
2. Financial Partner –City or District will assume this role, primarily for the purpose of funding a portion of the Project.
3. Managing Partner –City or District will assume this role, primarily for the purpose of administering the Project.

D. DISTRICT OBLIGATIONS

District is the Managing Partner and shall perform all Tasks for the Managing Partner identified in the List of Standard Obligations, attached hereto as Exhibit B, unless the Task is checked “Not Applicable”. District shall assign Richard D. Boyle, P.E. as District’s Project Manager.

E. CITY OBLIGATIONS

City is the Financial Partner and shall perform all Tasks for the Financial Partner identified in Exhibit B unless the Task is checked “Not Applicable.” City shall assign Kim McMillan, P.E. as City’s Project Manager.

F. GENERAL TERMS

1. Laws and Regulations. City and District agree to abide by all applicable laws and regulations.
2. Term of this Agreement. This Agreement is effective from the date the last party signs it and shall remain in effect until the Project is complete and the parties’ obligations have been fully performed or this Agreement is terminated as provided herein.
3. Amendment of Agreement. City and District may amend this Agreement from time to time, by mutual written agreement.
 - A. Proposed changes of scope during the Project implementation must be reviewed and endorsed by the Capital Improvement Program Prioritization Committee. Changes necessitated by conditions discovered during design or construction, but consistent with the original scope of the Project, may be approved by the Managing Partner without further approval.
 - B. The construction contract amount of the Project may be increased by up to 20% without amending the Agreement, provided the increase shall not exceed the not to exceed amount contained in Exhibit B.
4. Termination. This Agreement may be terminated immediately by mutual written agreement of the parties, or by either of the parties notifying the other in writing prior to award of a construction contract, with the termination being effective in 30 days.
5. Integration. This document constitutes the entire agreement between the parties on the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings, representations or communications of every kind on the subject. No course of dealing between the parties and no usage of trade shall be relevant to supplement any term used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement and no waiver by a party of any right under this Agreement shall prejudice the waiving party's exercise of the right in the future.

6. Indemnification. Within the limits of the Oregon Tort Claims Act, codified at ORS 30.260 through 30.300, each of the parties shall indemnify and defend the other and their officers, employees, agents, and representatives from and against all claims, demands, penalties, and causes of action of any kind or character relating to or arising from this Agreement (including the cost of defense thereof, including attorney fees) in favor of any person on account of personal injury, death, damage to property, or violation of law, which arises out of, or results from, the negligent or other legally culpable acts or omissions of the indemnitor, its employees, agents, contractors or representatives.
7. Attorney Fees. If any dispute arises concerning the interpretation or enforcement of this Agreement or any issues related to the U.S. Bankruptcy Code (whether or not such issues relate to the terms of this Agreement), the prevailing party in any such dispute shall be entitled to recover all of its attorney fees, paralegal fees, costs, disbursements and other expenses from the non-prevailing party, including without limitation those arising before and at any trial, arbitration, bankruptcy, or other proceeding and in any appeal.
8. Resolution of Disputes. If any dispute out of this Agreement cannot be resolved by the project managers from each party, the City Manager and District's General Manager will attempt to resolve the issue. If the City Manager and District's General Manager are not able to resolve the dispute, the parties will submit the matter to mediation, each party paying its own costs and sharing equally in common costs. In the event the dispute is not resolved in mediation, the parties will submit the matter to arbitration. The decision of the arbitrator shall be final, binding and conclusive upon the parties and subject to appeal only as otherwise provided in Oregon law.
9. Interpretation of Agreement.
 - A. This Agreement shall not be construed for or against any party by reason of the authorship or alleged authorship of any provision.
 - B. The paragraph headings contained in this Agreement are for ease of reference only and shall not be used in construing or interpreting this Agreement.
10. Severability/Survival. If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired. All provisions concerning the limitation of liability, indemnity and conflicts of interest shall survive the termination of this Agreement for any cause.
11. Approval Required. This Agreement and all amendments, modifications or waivers of any portion thereof shall not be effective until approved by 1) District's General Manager or the General Manager's designee and when required by applicable District rules, District's Board of Directors and 2) City. Proposed changes of scope must also be approved by the Capital Improvement Program Prioritization Committee.
12. Choice of Law/Venue. This Agreement and all rights, obligations and disputes arising out of the Agreement shall be governed by Oregon law. All disputes and litigation

arising out of this Agreement shall be decided by the state courts in Oregon. Venue for all disputes and litigation shall be in Washington County, Oregon.

CLEAN WATER SERVICES

CITY OF TIGARD, OREGON

By: _____
General Manager or Designee

By: _____
City Manager or Designee

Date: _____

Date: _____

APPROVED AS TO FORM

APPROVED AS TO FORM

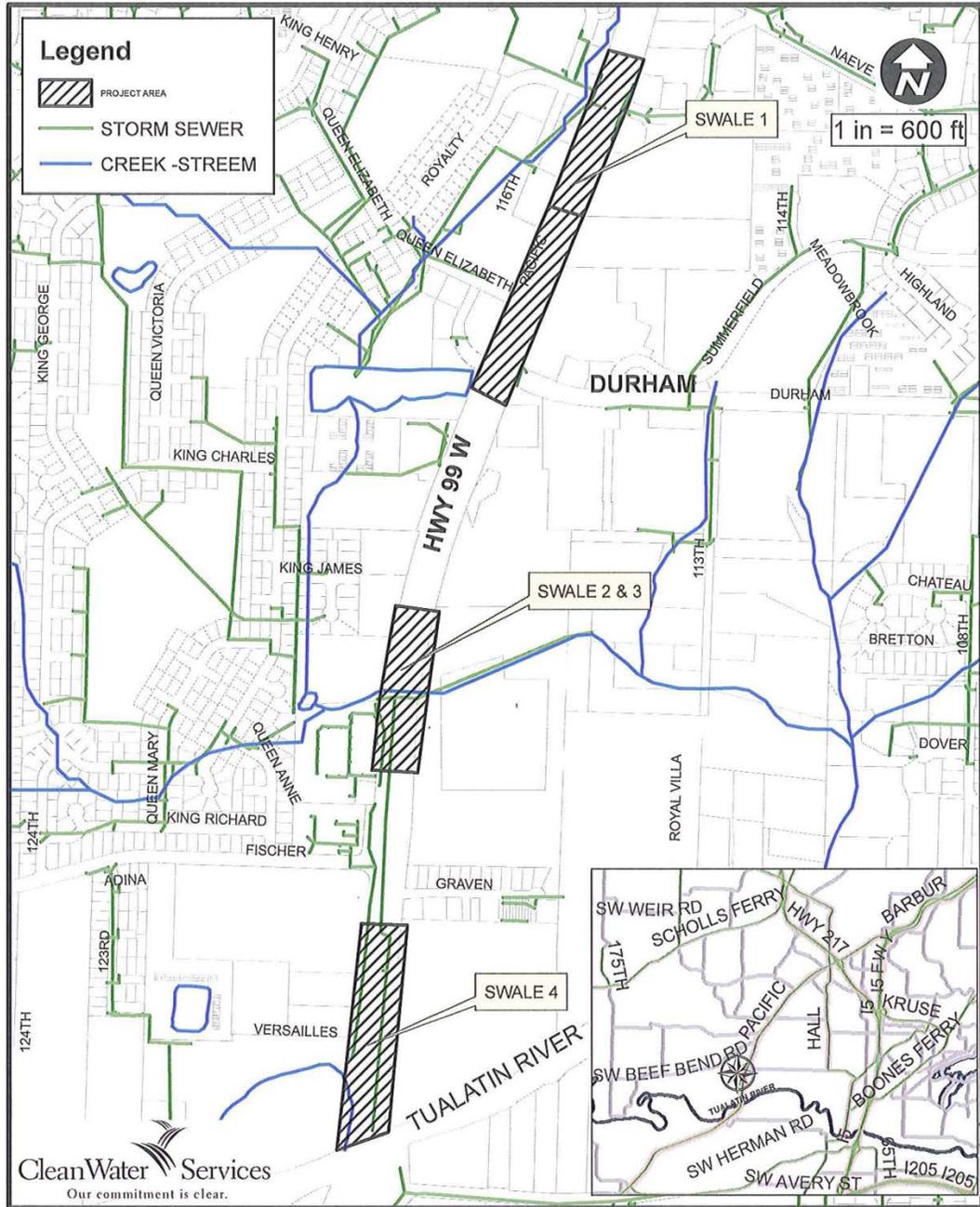
District Counsel

City Counsel

Exhibit A Project Location Map

**HIGHWAY 99W MEDIAN STORM WATER QUALITY FACILITIES
PROJECT NO. 6588**

EXHIBIT A



**EXHIBIT B
LIST OF STANDARD OBLIGATIONS**

Task	Not Applicable
<u>Managing Partner shall:</u>	
Provide Financial Partner at least ten days to review the plans and specifications for the Project and incorporate Financial Partner’s comments into the plans.	<input checked="" type="checkbox"/>
Provide any required notice and communicate with the neighborhood and property owners within the Project limits. Respond to public calls arising from work being completed under this Agreement.	<input type="checkbox"/>
Prepare and submit invoices of the Project costs to Financial Partner _____. (Insert the applicable timing requirement e.g. “quarterly” or “upon completion of the Project”.)	<input checked="" type="checkbox"/>
Make all required payments to the construction contractor.	<input type="checkbox"/>
Prepare and submit a Project summary of completed tasks to Financial Partner with each invoice.	<input checked="" type="checkbox"/>
Prepare all contracts and bid documents, advertise for bids, and select a construction contractor for the Project.	<input type="checkbox"/>
Construct the Project and provide construction inspection and management services for the Project.	<input type="checkbox"/>
If requested, hold progress meetings with Financial Partner during the field investigation and design phases of the Project. Financial Partner may review options and provide input on the Project.	<input checked="" type="checkbox"/>
Pay _____ percent of the following costs for the Project: administration, easements, field inspection, design, construction and construction administration (Project Costs).	<input checked="" type="checkbox"/>
Require all contractors to include Financial Partner as an additional insured on insurance coverage required for construction work performed in completing the Project.	<input checked="" type="checkbox"/>
Take the lead in coordinating public involvement related to the Project.	<input checked="" type="checkbox"/>
Waive any land use or permit fees (except plumbing inspection fees) for work related to the Project.	<input checked="" type="checkbox"/>
City currently has sewer fund balances, including a sewer development charge (SDC) balance. City has been allowed to retain these balances to “spend down” on sewer-related projects within the City, regardless of funding responsibilities. Funding for the Project shall include \$_____ from City’s existing sewer fund balances.	<input checked="" type="checkbox"/>

**EXHIBIT B
LIST OF STANDARD OBLIGATIONS**

Task	Not Applicable
<u>Infiltration and Inflow Abatement projects</u>	
Obtain written permission from each property owner to inspect their sanitary sewer lateral and to line or replace it if deficient.	<input checked="" type="checkbox"/>
Establish whether each property has a cleanout at the structure. If no cleanout exists, Managing Partner will install one.	<input checked="" type="checkbox"/>
Inspect and evaluate each sanitary sewer lateral and main with a television camera. Managing Partner will line or replace all deficient sewer laterals and mains.	<input checked="" type="checkbox"/>
Other: District will maintain the facilities described in this Agreement pursuant to an agreement with the Oregon Department of Transportation.	<input type="checkbox"/>
<u>Financial Partner shall:</u>	
Review the plans and specifications for the Project and provide Managing Partner with written comments and/or approval within 10 days of receiving them.	<input checked="" type="checkbox"/>
Have the right to approve the final acceptance of the Project after construction.	<input checked="" type="checkbox"/>
Pay Managing Partner _____ percent of the Project Costs.	<input checked="" type="checkbox"/>
Pay invoices submitted by Managing Partner for actual costs incurred within 30 days of approving the invoice. The invoice shall include full progress payment amounts, including typical construction retainage.	<input checked="" type="checkbox"/>
Pay a total not to exceed of \$62,850 toward the cost of the Project prior to December 31, 2014.	<input type="checkbox"/>
Assist Managing Partner in communicating with the property owners and Project stakeholders.	<input checked="" type="checkbox"/>

AIS-1926

B.

Business Meeting

Meeting Date: 10/28/2014

Length (in minutes): 15 Minutes

Agenda Title: Update on Progress to Develop an Agreement Regarding Water System Ownership and Water Service

Prepared For: Dennis Koellermeier, Public Works

Submitted By: Greer Gaston, Public Works

Item Type: Update, Discussion, Direct Staff **Meeting Type:** Council Business Mtg - Study Sess.

Public Hearing: No

Publication Date:

Information

ISSUE

The council will be briefed on progress to develop a water system ownership and water service agreement with the City of King City.

STAFF RECOMMENDATION / ACTION REQUEST

No action is requested, this is a briefing to explain the progress of negotiations with King City staff and a discussion of outstanding items.

KEY FACTS AND INFORMATION SUMMARY

The City of Tigard has provided water service to the residents of King City, Durham and the Tigard Water District since 1994. This service is provided via three intergovernmental agreements between Tigard and each of the three entities. Those agreements expire in 2018.

The Cities of Tigard and King City and Durham, along with the Tigard Water District (TWD), are members of the Intergovernmental Water Board. This board was created in the 1994 agreements. The board members have attempted to develop a replacement agreement for several years—with limited success. Subsequently, representatives from Tigard and King City chose to table the prior work and undertake a new approach which would redefine the relationship between the parties. That approach, termed the service provider model, received the general support of the Tigard City Council at its November 19, 2013, workshop meeting.

Staff members from Tigard and King City negotiated a draft agreement with only a few remaining items to resolve. The current version of the agreement is attached.

OTHER ALTERNATIVES

At this time staff is following previous council direction to negotiate an equitable agreement based on the service provider model. Negotiations are still underway, largely due to City Council turnover at King City. It is expected that a final agreement will come before the King City and Tigard City Councils later this year.

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

Tigard City Council - Proposed Goals and Milestones
September 2013 - December 2014

Water

Intergovernmental Water Board

*Work plan for, and next governance agreements with Tigard Water District, Durham, King City
(expires 2017, 2-yr notice)*

DATES OF PREVIOUS COUNCIL CONSIDERATION

- The council discussed policy questions related to a draft agreement at its November 19, 2013, workshop meeting.
- The council also received a memo on the development of a new agreement for the provision of future water service to Durham, King City and the TWD in its October 31, 2013 council packet.
- Council also discussed its strategy for future water service to King City, Durham and the TWD in executive session on August 14, 2012.

Fiscal Impact

Fiscal Information:

Upon final execution of the new agreement, Tigard should expect a minor increase in the annual remittance from water sales Tigard pays King City. The exact amount is an outstanding negotiation item.

Attachments

Draft King City Agreement Dated September 8, 2014

DRAFT

September 8, 2014

Intergovernmental Agreement
Regarding Water System Ownership and Water Service

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

RECITALS

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

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

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

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

WHEREAS, the City of Tigard has provided all services under the IWB Agreements since their effective date and the existing IWB Agreements expire on December 31, 2018. Tigard desires, and King City is willing, to

Alternate 1: terminate and cancel the existing IWB Agreement with the City of Tigard prior to the current expiration date and to replace it with this Agreement whereby the City of Tigard assumes complete ownership and responsibility of the Water Supply System Assets within King City and agrees to supply water to King City along with the obligations set forth herein; and

Alternate 2: continue with the existing IWB Agreement with the City of Tigard until December 31, 2018 and then transfer complete ownership and responsibility of the Water Supply System Assets within King City and to supply water to King City;

DRAFT

September 8, 2014

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

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

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

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

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

NOW, THEREFORE THE PARTIES AGREE AS FOLLOWS:

I. DEFINITIONS

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

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

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

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

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

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

DRAFT

September 8, 2014

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

1.8 “Tigard Water Services Area,” shall mean the area of the Tigard Water District, as it existed on July 1, 1993, the effective date of the IWB Agreements and as set forth on Exhibit 1, attached and incorporated by reference and all additions to the TWSA by annexation to either Party, amendments to the Urban Growth Boundary or designation as Urban Reserve.

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

II. EFFECTIVE DATE

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

III. OWNERSHIP

3.1 Water Supply System Assets. In consideration of the assumption of obligations and responsibilities by Tigard in Article IV below, effective (_____, **2014 or January 1, 2018**) King City grants, conveys, transfers and assigns all ownership right, title and interest in any and all Water Supply System Assets that King City owns or has any rights of whatsoever kind and wherever situated in the TWSA to Tigard and Tigard accepts ownership AS-IS. The Water Supply System Assets are identified on Exhibit 2, attached hereto and incorporated by reference. King City agrees to execute all documents to effectuate such conveyances as requested by Tigard. Upon conveyance, Tigard will own 100% of King City’s interest in the Water Supply System Assets wherever situated and King City shall have no shared ownership or tenancy in common in any Water Supply System Asset..

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

3.3 IWB.

Alternate 1: Upon immediate conveyance of ownership, Tigard shall appoint the King City representative to the IWB.

Alternate 2: King City shall appoint the representative to the IWB until December 31, 2018.

IV. TIGARD COVENANTS AND OBLIGATIONS

In consideration of the terms of this agreement and King City's release, transfer and conveyance of assets in Article III above, Tigard agrees to:

4.1 Water Supply. Secure and supply all water to King City at the same quality and quantity and on the same terms, conditions and price for the same customer types and classes as exist in Tigard. Tigard has obtained water supply sources and will continue to develop water supply sources to achieve reliable and redundant supplies for the future demands of King City including present boundaries, areas within the Urban Growth Boundary that may be annexed and urban reserves. Tigard agrees to provide water to King City so long as King City is a Party to this Agreement.

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

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

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

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

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Oregon Water Resources Department and other related regulatory agencies regarding provision of drinking water.

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

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

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

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

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

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

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

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

public records law. King City will forward all water emergency calls to Tigard.

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

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

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

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

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

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

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

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

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

V. RIGHT OF WAY

5.1 Use and Occupancy. Tigard shall have the right to use and occupy the streets and roads of King City where Water Supply System Assets or the Distribution System now exist or are installed in the future, subject to obtaining a right of way permit for activities within King City right of way and in accordance with King City's street standards.

5.2 Fee for Use of Right of Way.

Alternative 1: Effective upon immediate transfer: Tigard will pay King City a fee of 5% of gross water revenues generated by King City water users for use of King City rights of way for Water Supply System Assets and the Distribution System. The Parties agree that such payment is mutually-agreed and voluntary and that such payment cannot be imposed on Tigard under existing law. The fee may be revised by mutual agreement of the parties.

Alternative 2: If transfer effective on January 1, 2018: a 1% fee.

VI. ANNEXATION

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

VIII. WITHDRAWAL AND TERMINATION

7.1 Voluntary Withdrawal. If King City elects, King City may voluntarily withdraw from this Agreement without cause upon at least one (1) year prior written notice. Withdrawal will occur on the next July 1st being at least 12 months from the date of notice. Unless otherwise agreed by the parties, and except as provided in paragraph 7.5, Tigard will transfer back to King City the Distribution System Assets. Master meters will be installed at all connection points to the Distribution System located within King City's boundaries. Master meters will be owned by Tigard but installed at King City expense. If bonds or indebtedness have been incurred against the Water Supply System Assets or Distribution System Assets, withdrawal cannot occur until the debts have been paid or satisfactory arrangements to Tigard have been made for payment of the proportionate share of debt through a wholesale contract with Tigard where the calculated rate contains a debt service component or other repayment method agreed to by the parties. The most current edition of the American Water Works Association *Principles of Water Rates, Fees, and Charges* (known as M1 standards) will be used to determine wholesale rates.

7.2 Material Breach. In consideration of the conveyance of all right, title and interest to the Water Supply System Assets to Tigard in Exhibit 2, Tigard agrees to provide water service to King City. King City may terminate this agreement for material breach on first providing notice and 60 day opportunity to cure.. Termination and withdrawal shall be effective on the date specified in notice, unless the Parties agree otherwise in writing.

7.3 Notice and Opportunity to Cure. Tigard shall have 60 days from the date of notice of termination for breach in which to cure, or make substantial progress in curing the alleged breach. For purposes of this section, "substantial progress" shall mean that a minimum, Tigard has provided to King City reasonable assurances that it developed a solution to the breach and has the means and capability to implement the solution within a reasonable period of time. .

7.4 Distribution System Assets. On termination, Tigard shall transfer to King City those Distribution System Assets located within King City's boundaries as provided in paragraph 7.1, unless otherwise agreed by the parties. If bonds or indebtedness have been incurred against the Water Supply System Assets or Distribution System Assets, withdrawal cannot occur until the debts have been paid or satisfactory arrangements to Tigard have been made for payment of the proportionate share of debt through a wholesale contract with Tigard where the calculated rate contains a debt service component or other repayment method agreed to by the parties.

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

7.6 Source. If King City terminates the Agreement and re-acquires the Distribution System, King City must negotiate a wholesale water purchase contract with Tigard or obtain its own source. If King City negotiates wholesale purchase contract with Tigard, then billings will be based on water through master meters according to the terms of the contract. The cost of the master meter, installation thereof, and master meter operations, maintenance repair and replacement will be included in the rate. The proportionate cost of debts under Sections 7.1 or 7.4 will also be included in the rate.

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

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

VIII. DISPUTE RESOLUTION

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

8.2 Dispute Resolution Steps.

Step One (Negotiation):

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

Step Two (Mediation):

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

Step Three (Legal Action):

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

8.3 Nothing in this Article or in Section 7.2 precludes King City from seeking immediate provisional relief from a court of competent jurisdiction if King City determines that such relief is necessary to address an immediate threat to the health, safety and welfare of the residents of King City arising from an alleged breach of this Agreement.

IX. INDEMNITY AND INSURANCE

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

9.2 Tigard Indemnity. **[If alternative 1 selected]** Tigard agrees to hold harmless, defend and save King City from any and all obligations and claims arising out of the IWB Agreement between Tigard and King City and those similar agreements between Tigard and the City of Durham and Tigard and the Tigard Water District.

9.3 Insurance. If Tigard hires a consultant or contractor to work on any portion of the Water Supply System or Water Distribution System located within King City's boundaries, the contract

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documents shall require that consultant/contractor obtain, prior to beginning any work, and maintain in full force and effect for the term of the contract, at consultant's/contractor's expense, comprehensive general liability, to include bodily injury and property damage on a combined single limit per occurrence and aggregate basis; automobile liability with a combined single limit coverage to include bodily injury and property damage; and other insurance appropriate to the work to be performed in amounts not less than what Tigard would typically require for similar work. The named insureds on any policies shall be the consultant/contractor, Tigard and King City. Consultant/contractor shall name Tigard and King City, their elected and appointed officials, officers, agents, employees and volunteers as additional insureds. The policies shall be primary to and non-contributory with any insurance or self-insurance carried by Tigard or King City, and shall be issued by a company authorized to do business in the State of Oregon. The consultant/contractor shall provide Tigard written notice within thirty (30) days of cancellation or material modification of the insurance contract at the addresses listed below.

Consultant/contractor shall provide certificates of insurance and additional insured policy endorsement to Tigard prior to commencement of any work. If requested, complete copies of insurance policies shall be provided to Tigard and King City. Consultant/contractor shall be financially responsible for all pertinent deductibles, self-insured retention and/or self-insurance used to satisfy these requirements.

X. GENERAL PROVISIONS

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

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

10.3 Public Records.

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

10.4 Confidential Information. If a Party considers any portion of a record it provides under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Party shall clearly identify any specific information that it claims to be "Confidential." A Party receiving a request for a record marked as Confidential shall notify the other Party of the

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request and the date that such record will be released to the requestor unless another Party obtains a court order to enjoin that disclosure. If another Party fails to timely obtain a court order enjoining disclosure, the receiving Party will release the requested information on the date specified. No Party shall be liable for any records that the Party releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

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

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

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

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

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

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

King City

Name: City Manager

Address: 16580 SW 85th Avenue, Tigard, Oregon 97224

Email:

Telephone: 503-547-8150

Fax:

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Tigard

Name: City Manager

Address: 13125 SW Hall Boulevard, Tigard, Oregon 97223

Email:

Telephone: 503-639-4171

Fax:

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

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

CITY OF KING CITY

CITY OF TIGARD

By: _____

By: _____

ATTEST: _____

ATTEST: _____

City Recorder

City Recorder

4817-8350-3124, v. 1-9620-9684, v. 1-5299-1252, v. 1

AIS-1964

3. A.

Business Meeting

Meeting Date: 10/28/2014

Length (in minutes): Consent Item

Agenda Title: Approve City Council Meeting Minutes

Submitted By: Carol Krager, City Management

Item Type: Motion Requested

Meeting Type: Consent
Agenda

Public Hearing:

Publication Date:

Information

ISSUE

Approve City Council meeting minutes.

STAFF RECOMMENDATION / ACTION REQUEST

Approve minutes as submitted.

KEY FACTS AND INFORMATION SUMMARY

Attached council minutes are submitted for City Council approval:

- July 22, 2014
- September 9, 2014

OTHER ALTERNATIVES

N/A

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

N/A

DATES OF PREVIOUS COUNCIL CONSIDERATION

N/A

Attachments

July 22, 2014 Draft Minutes

September 9, 2014 Draft



City of Tigard
Tigard City Council Meeting Minutes
July 22, 2014

1. BUSINESS/WORKSHOP – July 22, 2014

A. At 6:34 p.m. Mayor Cook called to order the City Council and Local Contract Review Board.

B. City Recorder Krager called the roll.

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

C. Mayor Cook asked everyone to stand and join him in the Pledge of Allegiance.

D. Council Communications & Liaison Reports – Councilor Snider and Council President Henderson had reports to present at the end of the meeting.

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

2. CITIZEN COMMUNICATION

A. Follow-up to Previous Citizen Communication – City Manager Wine reported that six Main Street businesses came to last week’s council meeting with concerns about disruption and inconvenience due to the Main Street construction. Some expressed a desire to receive more information on the Main Street project. Engineering Manager McMillan works with the Project Superintendent from Kodiak Construction and provides weekly schedule updates to all affected businesses. Information about upcoming activity can be distributed in any form a business requests, including email, Twitter or personal stops to hand out written information. The project is moving along the street, up one side and down the other, so information may differ from business to business. The city’s project team requests that businesses let them know their desired form of communication and any other information that would be helpful. The City Manager’s office is supporting the project team to be able to enhance communication about the project. There will not be changes to the completion date.

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Staff will speak with each business to determine how they want to be communicated with and will follow through with them in their preferred way.

Council President Henderson said this is what he requested.

B. Citizen Communication – Sign-up Sheet

 Robert Van Vlack, 15585 SW 109th Avenue, Tigard, brought a request from the Summerfield Civic Association. This relates to concerns about the intersection of 98th and Summerfield Drive where drivers are frequently running the stop sign. He asked the city to consider installation of a solar-activated stop sign with LED indicator lights around it. He saw this in use in Texas and noted that they are very visible, drawing attention to the stop sign. He said Summerfield residents have voiced concerns about the safety of this intersection for years. Drivers don't see the sign in time to react and there are many pedestrians, bicyclists and golf carts using the intersection. He noted that the lighted crosswalk in front of the high school has really made a difference and this would also be helpful. The cost is \$1,400-\$1,600 and he asked that the city look into this option. He left materials to pass along to appropriate staff.

3. RIVER TERRACE FINANCING UPDATE ON STORMWATER

Assistant Finance Director Smith-Wager introduced an update on the River Terrace stormwater plan. Also present were Kevin Timmons of OTAK, Doug Gebhard of FCS Group, Interim Public Works Director Rager, and River Terrace Project Manager Shanks.

OTAK Consultant Timmons said the Stormwater Master Plan builds upon the work done for the West Bull Mountain Concept Plan. He discussed the site context and unique characteristics which include steepness of the terrain, soil conditions, and bedrock not far below ground. There are concerns with seismic hazards and adding stormwater into the steeply sloped ground. Many small streams drain off of the hillside with narrow drainages and stormwater will need to make its way eventually into these small drainages. Most will have existing development uphill in the unincorporated area of Washington County contributing runoff. Strategies to manage stormwater include water quality and quantity requirements. There is concern about the erosion caused by stormwater on the streams and systems downstream from the development. The recommended strategies vary depending on the location and characteristics of the development and topography.

OTAK Consultant Timmons said approaches include Strategy Area A which will make use of regional stormwater facilities (ponds) providing water quality and quantity management. 40 percent of the site will be managed in this way. Strategy Area B is where there are a few wetland features and it made sense to enhance those features through restoration and conservation in a way that manages water quantity. Area B stormwater will drain to wetland features but requires low impact development strategies to manage and treat water before it reaches wetland facilities. Strategy Area C also relies on low impact development techniques but additionally utilizes high-flow conveyance systems to bring water down the hill and eventually

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to the Tualatin River. High flow conveyance could be stormwater entering streams with excess runoff going through pipes. Stream restoration projects could also be designed to handle future runoff. In response to a question from Councilor Snider, Mr. Timmons said this would be accomplished by altering the stream channel so it is essentially bigger and more stable for future hydrology. Diversion of excess water would mean bringing it down in a storm sewer pipe parallel to the stream channel. Project Manager Shanks said it would be conveying rather than allowing water to be detained on the hill so it would not harm the stream or property. Consultant Timmons said the report in the council packet includes photographs showing examples of low impact development and street diversion facilities similar to those on Burnham Street. There are also examples of regional stormwater facilities, which can be designed to provide additional community benefits such as habitat, passive or active recreation. Mayor Cook said he has seen these in Villebois and elsewhere and they can include recreational features such as basketball hoops. The use of the basketball hoop would be in the summer when it is dry and winter storm runoff flows through the facility at the time of year when no one is outside playing ball.

OTAK Consultant Timmons said stormwater management is expensive. The plan has a lot of information on implementation including the adoption of new sizing for water quantity facilities. There is a strong desire among city staff and stakeholders to emphasize stream protection. Clean Water Services anticipates that a new stormwater management standard is forthcoming, most likely within the lifetime of the River Terrace development. They are awaiting their next stormwater permit from DEQ.

Interim Public Works Director Rager spoke about the challenges of the site. In the south end there are steeper slopes and typically stormwater would be brought to a flat area to treat or detain. But the flatter areas lie outside the River Terrace area and the urban growth boundary. OTAK was tasked with coming up with solutions, acknowledging that the city has no control of this lower land and it will not be part of the current development. A few existing streams have already eroded and this must also be taken into consideration. He said the city's goal is not to have too many water quantity or detention facilities throughout the development and instead the strategy is to create regional facilities. There may be cases where a developer argues that they can detain water on their site with the goal of running the water to a future regional facility. The project team needs to determine the minimize size of a detention facility.

Mr. Rager said another issue is the erosion on the east side of Bull Mountain. The public has requested that the city not let this occur in the River Terrace area and he assured council that preventing this is a goal. He commented that much of what was developed on the east side of Bull Mountain was built under the less stringent standards of the 1980s and 1990s. He said there is a strong indication that the new stormwater permit Clean Water Services will receive from DEQ will have a new evaluation standard affecting how development projects are reviewed for their impact on stormwater. Staff decided to work with CWS on a new stormwater model that will be used to evaluate future developments. Other cities may join this effort. Part of this work will include developing standards such as minimum size of retention ponds and treatment required.

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Mr. Rager said this will be expensive and council will soon hear about strategies being developed to fund these improvements. He said in the future staff will discuss with council the potential for raised rates or SDCs. Councilor Snider described a scenario where a developer wants to build now and not wait for a regional facility to be built, and they put in a smaller system. He asked what happens to that small facility when the regional one is built. Mr. Rager suggested that if a developer wants to build now on the south side of Bull Mountain for example, they could put in an interim facility but they would be required to pay SDCs towards a future regional downstream facility. He acknowledged that a developer may not be favorable, but suggested that the interim facility could be sold later as building lots once pipes are connected to the regional facility and the developer would profit. Project Planner Shanks said staff also recognizes that small facilities built to the standards the city is developing may be allowed to remain because there is the realization that there will be instances when upstream property owners may not have much control over when the downstream property is developed.

Council President Henderson asked about pipe sizing and Mr. Rager said the conveyance piping would be adequate to serve the temporary facility. Then when a downstream facility is built its pipes will be sized adequately to accommodate water from the subdivision uphill, since the little pond will no longer exist.

Council President Henderson said this is scary because he lives on Summer Creek and several times a year his backyard is flooded due to impervious surfaces at higher elevations. He said the volume is much more than what would fill a pipe. He said it looked like a difficult thing to calculate, especially in an instance of heavier than normal rainfall.

Consultant Timmons said Summer Creek has a much larger drainage area than any of the creeks they are referring to in River Terrace. He said they are not proposing however, to put all of the runoff in the pipe, but rather, the streams would receive all the water they currently handle and any extra water created by paving the site would be conveyed through the pipes. Councilor Woodard said development will mostly occur on the north side of the River Terrace area. He said there is time to have further discussion about running streams through pipes, especially when discussing the south side. He said he wanted to consider options such as ASR (Aquifer Storage and Recovery) wells. Mr. Rager said the city currently has ASR wells that store drinking water and the concept of using one for stormwater is a new one and would require research. He said water would have to be treated prior to being stored in the well and this would be costly. He said the city is willing to put language in the master plan that doesn't preclude developers from proposing something else on a small scale, such as a cistern on one property. He noted that Tigard allowed the TVF&R Fire Station on Walnut Street to use stored rainwater to flush toilets, for example.

Council President Henderson asked if the aquifer and percolation on South Cooper Mountain was similar to that on River Terrace. Mr. Timmons said it was and a lot of the stormwater that drains from SCM collects in the streams that also drain the north end of River Terrace. Council President Henderson said that is a complicating factor. Mr. Timmons said Beaverton has been in the conversation with CWS and Tigard and is also proposing regional facilities. He clarified that it would not be cost effective for both cities to collect and pipe their stormwater

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to a combined facility because where it flows is ultimately driven by topography. Project Manager Shanks said she had an interesting email exchange with a property owner regarding how services could reach her property. She said River Terrace has two sewer basins (districts), three water pressure zones, and over 20 stormwater sub-basins. She said parks were divided evenly to serve residents.

Councilor Woodard urged sustainability and said another aspect of storing water could be using it for irrigation at the future school, similar to what is done at Cook Park. Interim Public Works Director Rager said the water used to irrigate Cook Park fields is reclaimed from the treatment plant and is conveyed in a separate pipe system. Councilor Woodard said there was some good technology available but it has to be weighed against costs.

Consultant Gebhard discussed the stormwater fund which appears to be healthy and has a \$2 million fund balance. But while current revenue sources appear to be adequate, there are needs in the existing stormwater system aside from River Terrace, and these needs should be addressed. He said they need to be quantified and this may cause a funding gap even before considering the addition of River Terrace. He said additional customers will add revenue and this should cover the operating costs. Building the additional capital projects on top of existing system needs will create a need for additional funding for infrastructure.

Consultant Gephard said the recommendation is for the city to consider adjusting the city storm water surcharge and also implement a local stormwater SDC. He said this is done within CWS and it has been implemented by other cities. Once those long-term strategies are in place the city can use the existing fund balance and revenue streams to advance finance infrastructure needs. He referred to Item 3.1 of the material in the council packet and said an estimated pace of advance financing one regional stormwater facility every five years is reasonable from a financial perspective.

Councilor Snider asked him if this is a strategy that seems sound financially but is not based in development reality. Consultant Gebhard agreed. Assistant Finance Director Smith-Wagar said developers always have the option of prefunding some of this themselves. She said they can build local facilities or help build regional facilities on a reimbursement type basis. She said there are options if they are ready to build. Ms. Smith-Wagar asked if there were any further questions from council on the Stormwater Master Plan and said if no further concerns are raised staff will return in a month for adoption of the plan.

Assistant Finance Director Smith-Wagar said an overall look at funding River Terrace will be presented to council in September. Developers want to know, "What is it going to cost me to build a house in River Terrace?" She said this overall discussion will be helpful information for developers interested in this area. Mayor Cook thanked staff and the consultants for their detailed work and specifics.

Councilor Buehner joined the council meeting at 7:35 p.m. She mentioned to the audience that she has clients in the River Terrace area so she recused herself from the discussion on the previous agenda item on the River Terrace update on stormwater.

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4. CONSENT AGENDA: Mayor Cook read the list of Consent Agenda items and asked if anyone wanted to request an item be heard separately. There was no request for separate consideration.
 - a. Approve City Council Minutes for May 27, 2014
 - b. Appoint Carol A. Krager as City Recorder and Approve Employment Agreement
 - c. Authorize the Mayor to Execute an Agreement with Washington County for Technological Improvements to Traffic Signals
 - d. Authorize the City Manager to Execute an Agreement with CWS and Beaverton regarding the Construction of Water and Sewer Lines to River Terrace

Councilor Buehner moved for approval of the Consent Agenda. Councilor Woodard seconded the motion and the Consent Agenda passed unanimously.

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

5. BRIEFING ON AN AGREEMENT WITH PGE FOR A BACKUP POWER SOURCE FOR THE WATER PARTNERSHIP’S RIVER INTAKE PUMP SYSTEM

Lake Oswego-Tigard Water Partnership Project Director Koellermeier introduced this agenda item. He said there is a need for a backup power source for the water partnership’s River Intake Pump Station (RIPS). In the agreement, PGE stipulates that in exchange for a lump-sum payment of \$273,168, they commit to providing 1MW of alternate electrical service to operate the RIPS on demand. This would ensure that the RIPS will have a backup supply during events such as windstorms, equipment failure and human-caused events. This helps the partnership achieve its supply system resiliency objectives. He said Tigard’s share of the lump-sum payment is in the water partnership budget for FY 2014-15.

Mayor Cook said this was preferable to a large gas-powered generator and fuel storage near the river. Noise and traffic associated with refueling the tank and testing the generator would also be avoided.

Water Partnership Project Director Koellermeier said staff will bring this agreement forward at a future council meeting.

6. LOCAL CONTRACT REVIEW BOARD – Award Contract for Right-of-Way Improvements and Maintenance

Public Contracts Manager Barrett said council discussed this contract on July 8, 2014. The city is in need of a landscape services contract for right-of-way and water quality facility improvements and minor maintenance. Maintenance includes weeding, turf maintenance, planter strip maintenance, pruning, leaf and litter removal and irrigation. He said most of the work will maintain various rights of way to their current standards, Minor improvements are planned for Gaarde and 121st, and

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Walnut Street (80 feet east of Gaarde to 132nd Avenue). A request for proposals was advertised and mailed directly to eight firms, but only one bid was received, from Cascadian Landscapers. This company submitted a responsive and responsible proposal and has performed the work well in previous years.

The RFP for this work was issued as a one-year contract with four additional option years for maintenance. Staff is requesting LCRB approval for a contract for up to five years at an estimated cost of \$600,000. If the project does not have appropriations in any given fiscal year, the city will not execute an option that year, effectively terminating the contract. The total estimate for work in fiscal year 2014-15 is \$100,470, split between \$83,250 for right of way and \$17,220 for water quality facilities. Future fiscal years will be in the same area as the city’s annual budget for right of way work (\$100,000 for streets and \$20,000 for water quality sites). Council President Henderson asked if the two improvement areas would change next year. Public Contracts Manager Barrett said these may be the last two improvement areas and next year the city will shift primarily to a maintenance type project. Public Contracts Manager Barrett said there is the risk that if the city goes out for proposals year by year the price may go higher. Mayor Cook said doing it this way ensures the price will stay the same; there is no escalation clause. Councilor Snider noted that the experience with the vendor has been positive.

Councilor Buehner moved for approval of the contract and Councilor Snider seconded the motion.

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

7. LOCAL CONTRACT REVIEW BOARD – Award for City Hall Complex Re-Skin Project

Public Contracts Manager Barrett said this contract was discussed at the July 8, 2014, council meeting. This contract is for repair and re-skin of the city permit center building. Council President Henderson said once you open up the EIFS system, you are into a two-year program so it is better to mobilize one time. He recommended starting in the springtime. He said he walked around the permit center and could see that the building surface has been compromised. He said he was not a favorable towards EIFS systems and would prefer to explore alternatives.

Councilor Snider asked staff why they are recommending the system and City Manager Wine said this is a repair and this type of material is what is already on the building. Councilor Woodard asked if putting on new siding would be more expensive. He said he is concerned about moisture and asked what type of analysis is being used to examine the inside moisture content. Engineering Manager McMillan said they had a firm using moisture meters in various areas and boring test holes. Reports from their investigations have been submitted to the city over the past few years. She said Facilities Manager Nissan said it could either end up being either a repair or a complete stucco replacement and that is why a higher budget number was approved. The actual cost is expected to be less because it is a repair and money is being saved with an equivalent product. Councilor Snider

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asked the vendor how much of the cost of this project is driven by the warranty. Mr. White of Applied Restorations said the bid is for the work, not the warranty. He said the warranty is for EIFS insurance and bonding and this covers them and their warranty. The manufacturer's warranty is for the product. Councilor Snider asked and received confirmation that their firm is reinsured. Mr. White gave some history on EIFS. This was a product used in the 1980s and the supplier is no longer in business. The Dryvit platinum warranty will only cover doing the Dryvit care over an existing Dryvit EIFS system. But application over another cladding product would be warranted at the standard level. Because Applied Restorations is certified with both Dryvit and Trico, he got them to do a combined sealant warranty, above and beyond their standard warranty. Mr. White said he helped write the 2007 EIFS law and has been in the business 34 years. This cladding was popular in the 1980s because it was a great energy saving system. But its popularity led to inexperienced contractors doing a poor job installing and maintaining it. Today's EIFS is still popular due to its energy savings. There is a resurgence in use of this system. Their firm is currently working on a new EIFS building in downtown Seattle and has done a number of EIFS projects over the previous five years.

Mr. White said the Dryvit care reenergizes the envelope of the building. The analysis and inspections for the repair project gave his firm everything they needed to know to complete the repairs. Coatings and sealants will give a protection to the envelope. The law says a Dryvit product can be used to repair and replace an existing system. He said the law is written that way because there are many EIFS buildings that are still viable. The Polk County Jail, Willamette Valley Vineyards, and the AGC Center in Wilsonville are examples.

Councilor Snider asked for a best guess on the life of the building. Mr. White said the materials have greatly improved. Council President Henderson said the original products lasted seven years and now it is 20 years later. He asked how much damage the building has on a percentage basis. Mr. White replied that the substrate and laminate are in good shape and they are not seeing deterioration. There is a minor amount of water damage. He said they are at 20 percent for patching, but in the upper area they will put new laminate on top, a band for woodpecker issues and add new flashings at the brick levels. Councilor Snider moved for approval of the contract award for the city hall complex re-skin project. Councilor Buehner seconded the motion. Motion passed 4-1.

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

8. RECEIVE UPDATE ON MEDICAL MARIJUANA CODE

Associate Planner Floyd and Assistant Police Chief deSully were present to give an update on the process for the medical marijuana code. He said the City of Hillsboro is currently holding public hearings and many other cities are defining regulations for medical marijuana. The City of Portland currently has dispensaries and is considering new regulations based on the number of service calls

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their police department receives. Mayor Cook confirmed that enough signatures were turned in to the state to place a recreational marijuana measure on the fall ballot. He noted that council desired to tackle medical and retail marijuana at the same time.

Associate Planner Floyd said buffers around the businesses are commonly being considered to separate the dispensaries from residential zones and public parks. Proposed buffers range from 250 to 1,000 feet. He said people are looking for a bright line to follow in terms of regulations to make it easier both for police and dispensary business investors. State statute requires the placement regulations to be reasonable so staff is investigating what other cities are considering. Mayor Cook asked what other regulations are being discussed and Mr. Floyd said entrance locations, security cameras, hours of operation and size restrictions. He said the hours of operation regulations are critical to crime reduction.

Associate Planner Floyd said based on input from previous council meetings staff is thinking that council is interested in doing something to address the anticipated impacts of dispensaries, but not an outright ban.

Councilor Snider asked about land use regulations regarding indoor growing operations. Associate Planner Floyd said the city could require them to be in industrial zones. Existing regulations would go far towards controlling noise and odors. Mayor Cook commented that growing operations are already in existence according to constituents.

Assistant Chief de Sully said there is a gray area regarding grow sites. Most of the grow sites Tigard police encounter are illegal and are addressed appropriately with existing laws. He said he agreed with Councilor Snider that it is a two-fold issue with regulations associated with dispensaries and those for grow sites. He encouraged council to consider regulations and said what the Police Department is seeking is the “bright line” of clearly defined regulations for Tigard, no matter what happens with the proposed state law. From a law enforcement standpoint, regardless where the state goes, the city should know what the rules are, find reasonableness to the rules and then move forward. Councilor Snider asked if a lawfully complying medical marijuana indoor grow operation was currently allowed in Tigard. Associate Planner Floyd said from a land use perspective an indoor nursery operation is allowed within existing land use framework. He said the issue is that the current code prohibits the city from issuing permits for a business that violates federal law. Assistant Chief de Sully said this is confusing because if police receive a complaint about a grow operation and the grower produces proper Oregon Medical Marijuana Act documentation showing that they are a qualified and approved grower, they are not investigated further. Council President Henderson suggested that growing 2,000 plants would not be allowed. Assistant Chief de Sully said part of verifying that a grower was operating within the rules would be making sure they were growing an appropriate number of plants.

Councilor Snider said it is reasonable to remove the inconsistent federal law wording in the code. Councilor Woodard said he favored removing that wording. Councilor Buehner said she agreed with this but asked if council should wait until after the election to take any action. Mayor Cook said none of these changes need to be passed prior to the election.

Assistant Chief de Sully said there is still the issue of dispensaries regardless of the November vote. He said the base issue is finding the reasonable standard that is appropriate and consistent to Tigard.

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He said, “We need to place them, and decide what operating rules can be given.” He said they are cash businesses and whenever there is a cash business, the potential for crime increases. He mentioned that banks and other businesses are required to have proper lighting and security.

City Manager Wine said council is interested in following up on Items II, III and IV from the range of policy options in Associate Planner Floyd’s memo. Mr. Floyd asked for particular questions for public outreach. Councilor Snider said most citizens do not understand how land use regulations are a major tool for addressing issues. He suggested asking them about buffer zones, lighting, security, etc. Councilor Woodard asked about discreet purchasing. He asked staff to obtain information on the benefits of medical marijuana so council can be prepared to answer questions.

9. DISCUSS AND DEVELOP TIGARD’S 2015 STATE LEGISLATIVE AGENDA

City Manager Wine said staff is beginning to develop Tigard’s state legislative agenda. One way to give input each year is to respond to the recommendations developed by the eight League of Oregon Cities (LOC) policy committees. The list of legislative recommendations has been reviewed by executive staff and additional direction is sought from each councilor as to what the city’s state legislative priorities should be. Mayor Cook said council needs to come up with their top four issues on the League’s checklist that reflect city priorities. Consensus was for six: A S K H Q/R

Mayor S - Transportation Funding & Policy Package
 K- Allow for Price Comparison when procuring architects and engineers
 Q/R Repeal ORS 221.515/Oppose preemption of public ROW management & rule
 J – reasons for recall (Mayor Cook researched recalls and found that in the past 18 months there were 144 recall petitions taken out in Oregon and in the same time period there were four in Washington. The reason is that in Washington the elected official must have committed an illegal act or some malfeasance in order to be up for recall. Oregon has no such limitations.) He said this may not be one of Tigard’s top four issues but he wanted to call attention to it.

Henderson A - Brownfield Remediation Buehner – S - Transportation
 H- Property Taxation
 K Price Comparison

Woodard A - Brownfield Development
 H - Property Taxation
 K - Price Comparison
 R - Telecommunications/home rule in ROW
 S - Comprehensive transportation funding and policy package

City Manager Wine said the second part of the discussion was to get council thinking about other initiatives to advance Tigard’s interests during the state legislative session and/or building relationships with agencies. Staff will put together an agenda with these other elements in it and City Manager Wine asked for council’s input. Councilor Woodard asked, “Do we have more opportunity with water projects or is that money all committed for future water needs? City Manager Wine said there are not that many opportunities at the state level but there may be some federal level

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possibilities. She said another opportunity being investigated is the WIFIA funding that may help leverage lower interest borrowing.

Councilor Buehner mentioned the tax deferral for seniors with incomes under \$30,000 that is to be paid when the house is sold. The state's interest rate is 9 percent. Additionally, they partially reimburse the county for not receiving that tax income so another 7 percent interest is added. Interest accrues at 16 percent per year. She felt the additional tax is unconscionable.

Council's consensus on top issues recommended for prioritization for the LOC 2015 Agenda:

- A - Brownfield mediation
- S - Transportation Funding
- K - Allows for price comparison when procuring architects and engineers
- H - Improves the fairness of how new and improved property is added to the tax roll
- Q - Supports repeal of ORS 221.515 (ties with R)
- R - Oppose preemption of the ability of cities to manage and receive compensation for the use of a public ROW

10. COUNCIL LIAISON REPORTS – Council President Henderson gave distributed a handout from the Wilsonville water plant tour. He said there is a website called Willamettewater.com that has information on new WRWC (Willamette River Water Coalition) activities. He said their website is very informative and well done. Councilor Buehner noted for the viewing public that Council President Henderson is speaking about rights Tigard has to the Willamette River that are owned by WRWC. She said the public needs to know that the current Wilsonville water treatment plant is at maximum capacity. She said the plant was built to allow expansion. Council President Henderson said there is a vote that must be taken before Willamette River water can be used in Tigard. Council President Henderson asked if some of Tigard's excess Clackamas River water could help other entities as they build their extra capacity.

Councilor Snider and Councilor Buehner reported on the Lake Oswego-Tigard Water Partnership and the work moving forward. Councilor Snider said the total program budget has increased by \$3-4 million primarily driven by the amount of underground inspections, increased costs due to HDD work under the Willamette River, and changes to the approach to getting water to the center area of Lake Oswego. The River Intake Pump Station is on schedule. The Water Treatment Plant is running 47 days behind and project staff are actively managing this with the contractor.

Councilor Buehner said the booming fracking program in North Dakota means that contractors are not interested in coming out to this area and working. The other parts of the project are coming along beautifully. Ground was broken on the pump station and they are working on pipe projects for the finished water. Councilor Snider commented that the budget for the project has not been off by very much which is different from many other large projects in the region. Mayor Cook noted that there is still \$7.5 million in contingency. Councilor Snider cautioned that there are still many change orders. He said the project should be making water six to eight months prior to the switch over from Portland's water.

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11. NON AGENDA ITEMS: City Manager Wine said she is a member of the Washington County Coordinated Library System executive committee and Library Director Barnes is a member of the policy committee. She said work has begun on sizing and scoping the renewal of the WCCLS levy.

City Manager Wine said when the responsibilities for the Lake Oswego-Tigard Water Partnership were shifted over to Dennis Koellermeier, Assistant Public Works Director Brian Rager was made Interim Public Works Director. The recruitment will be open soon. Council President Henderson asked if it would be on the website and City Manager Wine said it would be.

12. EXECUTIVE SESSION None held.

13. ADJOURNMENT

At 9:23 p.m. Councilor Buehner moved for adjournment. Councilor Snider seconded the motion and all voted in favor.

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

Carol A. Krager, City Recorder

Attest:

Mayor, City of Tigard

Date: _____



City of Tigard

Tigard City Council Meeting Minutes

September 9, 2014



STUDY SESSION

EXECUTIVE SESSION At 6:30 p.m. Mayor Cook announced that the Tigard City Council was entering into Executive Session called under ORS 192.660 (2) (e) real property transactions. The Executive Session ended at 6:57 p.m.

Administration Items –

1. City Manager Wine said council is looking for council groundrule session dates. She asked council to check their calendars for November 20 and December 4 from 3-6 p.m.
2. Assistant City Manager Newton said council received a link about 1x5x10 meetings. People are signing up online. She said City Manager Wine will be developing talking points on the two main topics: Street Maintenance Fee and Marijuana regulations. Due to a scheduling conflict, Councilor Snider will take Councilor Buehner's October 7 Town Hall date and Councilor Buehner will schedule another.

Assistant City Manager Newton said outreach on the street maintenance fee has been sent to Chamber of Commerce members. Email addresses were pulled from the Springbrook accounting records and businesses were contacted. Councilor Snider asked if the same approach would be used for residents. City Manager Wine said it is unknown if the city will use the same approach since we have only about 5,000 resident email addresses. Councilor Buehner said citizens in Summerfield can be reached through their resident association. Council President Henderson offered some comments on the commercial survey. He suggested thanking people for paying into the street maintenance fee and sharing with them how it has made Tigard's roads better. Mayor Cook said his point was well taken and he always mentions the support the park bond received when discussing the parks with citizens.

The Study Session ended at 6:44 p.m.

1. BUSINESS MEETING – September 9, 2014

- A.  At 7:33 Mayor Cook called the City Council business meeting to order.

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B. City Recorder Krager called the roll:

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

C. Mayor Cook asked everyone to join him in the Pledge of Allegiance.

D. Council Communications & Liaison Reports - Councilor Buehner has a report.

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

2. CITIZEN COMMUNICATION

A. Follow-up to Previous Citizen Communication – None

B.  Tigard High School Envoy Carter Kruse gave an update on activities at Tigard High School. The Freshman Link Crew assisted with a very large incoming freshman class of over 600 students. He listed the ASB Leadership committee members and their responsibilities. The Tigers won their first home game 49-16. Mayor Cook said Tigard High was mentioned by Friday Night Flights featuring the neon-out and their school spirit. The homecoming parade will be on September 26 and the dance is scheduled for September 27.

B. Tigard Area Chamber of Commerce – Chamber CEO Mollahan gave a report on current Chamber activities. The Tigard Farmers Market will accept Oregon Trail cards and has a matching program with New Seasons. There will be a Harvest Bazaar at Tigard High School on Saturday, November 15 from 9 a.m. to 2 p.m. and they are seeking vendors. She thanked the city for permits, chalkboard and other support for the Third Annual Street Fair. The Mississippi Street Fair organizer observed and gave positive feedback. Councilor Buehner said it would be helpful if the Chamber had signage about Trick or Treat on Main Street so through drivers can avoid the area. CEO Mollahan said they use LED signs at each end of Main Street and police reserves will be working at the event. Councilor Buehner suggested placing signs on Hall and Tigard Streets also. Councilor Snider thanked CEO Mollahan for her leadership on the Street Fair. Mayor Cook said he enjoyed the music from the balcony at the Fair and Ms. Mollahan said that achieved through the vision and efforts of Tigard Cleaners. Councilor Woodard mentioned that he liked the circulation and the ability to walk through the event without worrying about cars.

C. Citizen Communication – Sign Up Sheet.  No one signed up to speak.

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3. CONSENT AGENDA: (Tigard City Council)

A RECEIVE AND FILE:

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

Councilor Buehner moved for approval of the Consent Agenda and her motion was seconded by Councilor Snider. All voted in favor.

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

4. PROCLAMATION – AMERICAN LEGION DAY

Mayor Cook proclaimed September 16, 2014, as American Legion Day and read from the proclamation.

5. PROCLAMATION – CONSTITUTION WEEK Mayor Cook proclaimed September 17-23, 2014 as Constitution Week.

6. APPOINT MEMBERS TO THE TIGARD YOUTH ADVISORY COUNCIL

Mayor Cook asked those TYAC members present to come forward and receive a city pin.  Tigard High School Student Envoy Carter Kruse discussed the reorganization of the TYAC.

Councilor Snider said it is clear that the former structure was overly robust in direction of how many could be involved, yet it did not have broad focus. Informative discussions indicated the need to broaden the group’s activity. He mentioned the number of members that are high school seniors. Councilor Woodard expressed concern that there would be enough up and coming younger classmates to develop leaders for the future.

Mayor Cook commended Mr. Kruse for his work in bringing many energetic and enthused kids forward. He said bylaws have been done for all the city’s other committees and they need to be updated for this committee. He said it would be great to have youth liaisons on each city

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committee. Council President Henderson said his concern was future leadership and engaging youth. He said this was one of the council goals and he appreciated Mr. Kruse’s enthusiasm. Councilor Snider suggested considering junior high or possibly elementary school students. Mayor Cook said the bylaws allow 6th grade through 12th grade participants.

Councilor Woodard concurred with the mix of 6th through 12th grade students. He presented the idea of assigning a Sims project to youth representatives on boards and committees. Then notes could be compared between the citizen and youth groups. Councilor Snider said interest would need to be gaged as it may not be high for some committees, such as the Audit Committee or Planning Commission. Councilor Buehner suggested going to the high school and speaking during citizenship or government classes about local government.

Councilor Buehner moved for adoption of Resolution No. 14-40. Councilor Woodard seconded the motion. City Recorder Krager read the number and title of the resolution.

RESOLUTION NO. 14-40 - A RESOLUTION TO MAKE THE FOLLOWING APPOINTMENTS TO THE RENEWED TIGARD YOUTH ADVISORY COUNCIL, ZACHERY DEAN, RAYMAN KIRBY, CARTER KRUSE, SHAUN RASMUSEN, JORDAN STEPHENS, CALEB TORGERSON AND JEZETH ZARAGOZA

The motion passed unanimously.

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

7. CONTINUATION OF COSTCO APPEAL – FINAL DECISION ON CUP2013-00002



a. Staff Report - Associate Planner Kowacz gave the staff report on the continuation to finalize the appeal of the conditional use permit. She said council was provided with the final order which incorporates the following changes from the August 12, 2014, public hearing:

- Added language to incorporate bike lane markings into Condition No. 11 (previously Condition No. 10)
- Added Condition No. 4 which requires applicant to provide evidence that the necessary right of way for the right turn lane construction has been acquired prior to issuance of the building permit.
- A statement on the front page clarifying that council is only considering those issues that were raised on appeal and not revisiting the entire planning commission final order.

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Ms. Kowacz mentioned that the final order had a typographical error on page 33 under rough proportionality referring to Condition 1 which should have read Condition 11. This change has been made and corrected copies have been given to the city recorder for the mayor to sign.

Staff recommends that council make a motion to finalize their tentative decision from the August 12, 2014, meeting to deny the appeal for the Costco fuel station.

- b. Council Discussion and Consideration of Appeal to CUP 2013-00002. Mayor Cook asked for comments. Councilor Woodard said the conditions meet his concerns.
- c. Council Vote: Councilor Buehner moved approval and adoption of the final order denying the appeal and upholding the Planning Commission’s approval, subject to certain conditions, of the Conditional Use Permit (CUP2013-00002) for the Costco Fuel Station and specifically including the changes that were recommended by council and outlined by staff and recognizing the change for the typographical error. Councilor Snider seconded the motion and it passed unanimously.

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

8. **FIELDS/HUNZIKER INDUSTRIAL CORE PUBLIC INFRASTRUCTURE FINANCE PLAN UPDATE**

 Economic Development Manager Purdy said he had good news to share regarding the project initially known as the Fields property but more accurately labeled the Hunziker industrial core. He introduced the team of experts present: Community Development Director Asher, attorney Kelly Hossaini, representing the Fred Fields estate; Mike Merino, Clayton Hering, and Mike Thorp, of Norris Beggs Simpson, and industrial developers Steve Wells and Skip Grodell. Mr. Purdy said this is a good example of a public/private partnership.

Economic Development Manager Purdy said he last spoke to council about this site six months ago. At that time a site opportunity analysis was shared on this 42-acre industrial zoned site. He said it is heavily sloped and has a railroad spur, desirable for some industries but not for all. The site includes Wall Street which is substandard. Even with all the liabilities, it is still a large industrial site and the envy of cities that do not have such a large site available. It is not conducive to a large format development site and is better for employment lands or mixed use. It can support more than one thing – residential and commercial. This problem site requires a public/private partnership in order to move ahead with mixed-use development and staff will need to prepare a Comprehensive Plan amendment, land use map amendment and zone change. The city received a \$30,000 grant

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from the Department of Land Conservation and Development to fund the public infrastructure finance plan consultants. Council and the planning commission recommended that staff move ahead with the analysis.

The partnership began looking at infrastructure to support the site. Key findings include a range of infrastructure and road alignments to serve this area well. A meeting was held on improving infrastructure and 16 stakeholders attended on site and discussed the preferred road alignment which includes 3 parts:

- An upgrade to Wall Street
- A connection to Tech Center Drive
- An eventual connection to Hall Blvd.

A cost estimate of \$7.9 million was developed for the basic infrastructure. A catalyst project may require only \$3.95 million to get Wall Street up to par and possibly create the connection to Tech Center Drive. This catalyst project is estimated to generate over \$22 million in private sector investment. He said the benefit to the Tigard community of \$22 million would be 300-500 new jobs, and over 100,000 square feet of new commercial development. Similar real market value ranges from \$459,000 to \$977,000 per acre. In this area the average market value per acre is \$592,000. This could be an epicenter of employment. In Washington County industrial zoned land averages 5 to 29 employees per acre, and Tigard's average is 5.5. New development would raise this trend for Tigard.

 Mr. Purdy said there are two developers expressing interest and their projects combined would add 170,000 square feet, 300-500 jobs and 300 apartment homes using the uphill portion of the site. Private sector partners want to know what portion of the infrastructure they will have to share and carry. The project team is at the phase where they are working with specific developers to move into implementation.

Real estate professional Clayton Hering said it was a pleasure to work with Community Development Director Asher, Economic Development Manager Purdy and City Manager Wine and said they were problem solvers. He said the development team has a good track record. Trammel Crow Managing Partner Steve Wells has had extensive success in developing industrial properties in this market. GSL Managing Partner Skip Grodell has built over 4,000 units in this market alone. He said a conceptual outline of an agreement has been written, subject to Comprehensive Plan change, land partitioning and zone changes. The multi-family component makes it possible to develop the industrial piece of the property.

Mr. Hering said time is of the essence in real estate and there are four types of risk - entitlement, construction, marketing and financial. He said the first thing that has to fall into place is entitlement. He said they need to start digging into the ground as soon as the weather permits in early 2015, meaning they must move quickly with the public/private partnership. If that doesn't happen there may be increased marketing risk because it is unknown where the economy will be in 2016-2017. He said they are enthusiastic but they need more definition on the infrastructure that will be required to build 300 units of workforce housing and 180,000 square feet of commercial space within the current zoning. Quick calculations indicate that \$45-50 million would be added to the tax

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rolls and it brings to conclusion Fred Fields' vision of what he wanted to have done before he passed away. Fields Trust Attorney Kelly Hossaini is fully informed on all aspects and the trustee is on board. He said this closes the Fields trust. He said if this project moves to fruition everyone will win.

Councilor Snider said this is an exciting time. It is more than conceptual now that progress has been made with the people who can actually do this.

Councilor Buehner said she works in this field and is thrilled with the facilitation and progress that has occurred.

Councilor Woodard asked if there would be a list provided of financial tools for this project. Economic Development Manager Purdy said the next steps are figuring how to close the gap between public and private funding for infrastructure and working on a pre-development agreement outlining expectations. Councilor Woodard thanked Community Development Director Asher and Economic Development Manager Purdy for "bringing the best minds in the business" together on this project.

Mayor Cook asked if council is willing to step forward on amending the Comprehensive Plan and working on financial models. He agreed that this project will help spur development in other Tigard areas. He said he hears consensus from council to move forward. He commented that in the past they heard Tigard was not business friendly. He said adding more jobs and housing would be a positive for everyone. Councilor Buehner asked if staff has done a pre-application conference and Economic Development Manager Purdy said they were not near that point yet.

Mr. Hering said, "One size does not fit all. Your SDCs are going up in October. As you can see, other municipalities are mitigating their SDCs in order to make workforce housing feasible. In order to hit the rental range that is affordable, you may have to look at that."

Council President Henderson asked if the Knez property owners were partners and Mr. Purdy responded that they are not a partner but their input was sought and they are good neighbors. He commented that the Hunziker industrial core includes everyone in that area but when he speaks of the Fields property, he is talking about a specific property.

Mayor Cook reiterated that direction from council is to move forward.

9. DISCUSS WASHINGTON COUNTY CONSOLIDATED COMMUNICATIONS AGENCY (WCCCA) INTERGOVERNMENTAL AGREEMENT AMENDMENT



Assistant Police Chief de Sully discussed the proposed changes to the WCCCA intergovernmental agreement. He highlighted a major change in how the agencies are billed. WCCCA proposes to move to a different way of charging member fees that is in line with

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population, public calls for service and actual air time. Staff is seeking input and will return with the IGA amendment at a future council meeting.

Councilor Snider asked if staff had an estimate of what the change in fee structure will cost. Assistant Chief de Sully said the Police Department is seeing a five percent increase for member fees. Councilor Snider asked if the fees were expected to continue to increase or drop and Assistant Chief de Sully said initial analysis indicates they will be relatively flat but will increase as Tigard's population and calls grow. He added that as officers are trained to use computers more for daily business, air time will be reduced.

City Manager Wine said the WCCCA Board said governance changes are also being considered, such as which cities are included. She said there may be a communication bond measure. Assistant Chief de Sully said they are still preparing what to propose and have partnered with Clackamas County, Lake Oswego and Washington County. In response to a question about whether the bond would be for capital or equipment expenditures, Assistant Chief de Sully said this is still under discussion. He said he will return to a future council meeting to seek approval for executing the amendment.

10. CONSIDER A RESOLUTION OF NECESSITY TO ACQUIRE EASEMENTS FOR THE BONITA PUMP STATION PROJECT



Lake Oswego/Tigard Water Partnership Manager Koellermeier presented this item. He said the water project has progressed to the point where water line locations can be planned and pipe from the pump station put in place. Easements are required for pipelines and water supply equipment used to convey water to the Bonita pump station in Tigard.

Although most of the pipeline route is in the public right of way, permanent or temporary easements are required from four property owners. The city follows the federal process which requires negotiations with the property owner and purchasing the easements at a fair price. He said as a last resort, it is occasionally necessary to acquire easements through a condemnation. Staff follows the federal process which requires a resolution of necessity be adopted before the negotiations begin. Tigard wants to follow the federal process to ensure eligibility for federal funding.

Councilor Snider moved for adoption of Resolution No. 14-41. Councilor Buehner seconded the motion. City Recorder Krager read the number and title of the resolution.

RESOLUTION NO. 14-41 - A RESOLUTION DECLARING THE NEED TO ACQUIRE PROPERTY FOR THE PURPOSE OF CONSTRUCTING WATER IMPROVEMENTS ALONG SW BONITA ROAD AND AUTHORIZING IMMEDIATE POSSESSION OF THE PROPERTY

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A vote was taken and the motion passed unanimously.

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

11. DISCUSS POTENTIAL FOR ESTABLISHING TAX ON THE SALE OF MARIJUANA

 Finance and Information Services Director LaFrance led a discussion on the potential for taxing gross receipts based on income of anyone registered to sell marijuana in the Tigard. He asked council if this was something they are interested in doing. There is a likely to be an initiative on the November ballot similar to the one in Washington which would legalize recreational use of marijuana in Oregon. There is a section in the proposed law that allows states to tax but is silent on whether or not cities can tax. But there is a chance, if cities get a tax on their books prior to the election, they may be able to tax marijuana sales. If it is not in place they would not be able to tax later.

Mr. La France said policy questions are whether or not to tax, and what amount. The ordinance prepared for council review is modeled on the City of Ashland's and taxes medical marijuana five percent and recreational retail marijuana ten percent. In response to a question from Councilor Snider he said the tax would be on the final sale at registered dispensaries or retail sales businesses. He asked council if they want to keep a different rate between medical and retail sales, noting that Ashland's desire was to offset enforcement costs. He said Tigard council may want to consider higher rates.

Mayor Cook said council will take public comment at their next discussion. Potential reasons for taxing marijuana are that the city could make money, it may make Tigard less attractive for these businesses, and it would help cover the costs of enforcement services. He said the percentages under discussion are 5 and 10 percent but the city could change those percentages in the future. Councilor Snider asked City Attorney Rihala if in the event the city is allowed to tax, could the percentages be raised or lowered to reflect the actual cost and she said they could.

City Attorney Rihala said medical marijuana would be unaffected by the November ballot results. Council President Henderson asked if council is too concerned with something that might not even happen. City Attorney Rihala said the city is preserving its right to tax if this is implemented.

Councilor Woodard said there were two ways to look at it, and the cities may not be able to tax at all. Mayor Cook agreed but said in the chance that cities can tax, it must be on the books 30 days ahead of the election. Finance and Information Services Director LaFrance said September 23, 2014, would be council's last chance to vote for this.

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Councilor Snider asked on what Ashland is basing their 5 or 10 percent tax figures. Finance and Information Services Director LaFrance said it is unknown how much revenue that would generate. It is supposed to cover additional costs that Ashland might incur caused by the sales of marijuana. It is a best guess. Mayor Cook said it can be raised or lowered and added that even if the law passes, we are still looking at 18 months for OLCC to write rules and get facilities licensed, etc.

Councilor Snider said he has concerns about industrial grow sites.

Council President Henderson said this will cause costs related to increased addiction, prevention of children using it, and mental health needs. He said gambling only allowed one percent to go back towards gambling addiction prevention and, “We know there are higher costs than this. I am opposed to marijuana and supporting it in any way.” He suggested taxing it at 100 percent, and said, “This is a huge problem.”

Councilor Buehner said costs could be extrapolated from what is spent due to the effects of alcohol and prescription drug use. She said, “We need more money for mental health but we also need to recognize that there is a population using it for legitimate medical reasons.” She said she wanted to be careful not to tax medical marijuana at a rate that puts it out of reach for those who really need it.

Councilor Woodard said a bottle of liquor costs about 95 cents for the actual product and the rest is taxes. Mayor Cook said the proposed tax rates might not be enough to cover costs. But at the same time, we can raise or lower taxes. He referred to the proposed ordinance and said that charging 5 or 10 percent is really charging 9.5 and 4.75. It is not a gross receipts tax but the employer still handles that burden himself and he has trouble with that. Mr. LaFrance said that section in the ordinance is modeled after the state gas tax. Councilors Woodard and Snider suggested striking the section on the costs of doing business.

Councilor Snider supported moving forward with 5 percent for medical and 10 percent for recreational. He said the purpose is two-fold. The city can cover some costs of services and there will be an opportunity for revenue generation. He suggested adding something that taxes the grow operations to help defray those costs too.

Councilor Buehner agreed with Councilor Snider regarding taxing growers. She said just having growing operations will create more crime.

Finance and Information Services Director LaFrance asked if there was an opinion on gross tax receipts. He said there is limited time to get the agenda packet together to place this on the September 23, 2014 council business meeting. City Attorney Rihala said the language is written that the 10 percent tax is paid to the seller. She suggested scratching the 10 percent of the gross which takes out the limitation that it has to be an individual. The medical part would get a reduced rate if they have a card. A recreational user would be taxed at 10 percent. The seller to the medical marijuana dispensary would also pay the increased tax and this doubles the tax for medical.

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Mayor Cook asked if the city has home rule authority to tax the wholesale sale and Councilor Woodard said that would present an opportunity for marijuana that is grown elsewhere. Councilor Snider said if it is grown in another city and sold in Tigard, the city doesn't have to spend resources patrolling that grow operation.

Finance and Information Services Director LaFrance said the intent is not just to tax the last transaction, but other steps in occurring in Tigard. Councilor Snider said taxing ten percent of sales is great to capture retail sales but doesn't cover the product grown in Tigard but sold somewhere else. Council President Henderson commented that the end user in Tigard pays twice. Councilor Snider said this may reduce interest in growing marijuana in Tigard. He said it is short-sighted to think that grow operations will not create problems.

City Manager Wine said she will work with City Attorney Rihala and Finance and Information Services Director LaFrance and bring back a suggested ordinance reflecting the changes.

12. COUNCIL LIAISON REPORTS  Councilor Buehner sent a copy of a draft Metro report regarding population growth changes anticipated over the years 2015-2035. She said she felt the projections for Washington County were low. She also said Washington County has a huge employment center but employees, particularly those who live in south Multnomah County or Clackamas County, will travel through Tigard to get to work. The number of people that are projected to live in these other areas has an effect on Tigard in terms of future congestion. She said she could not attend the next Metro meeting but will ask Associate Planner Floyd to attend and prepare a detailed report. Councilor Snider asked how council can make an effect. Councilor Buehner suggested talking to Metro councilors about this issue and perhaps testifying at Metro meetings about how the numbers are estimated. In response to a question from Councilor Snider on what the incentive is to keep modeling projections this way, Councilor Buehner replied that it is designed to keep most of the growth inside the City of Portland. Council President Henderson said there is a strong direction nationally that the growth should happen in the downtown areas. Councilor Buehner said most of those arguments are based on second and third tier suburbs and Tigard is a first tier suburb to Portland. She said she is bringing up this issue because she will not be in office next year to follow up on this. Mayor Cook said this was brought forth to the Washington County Mayor's Association. He agreed with Councilor Buehner that talking to Metro councilors will make a difference. He said Washington County cities need to do this as a team. There will be further discussion after the next report is issued.
13. NON AGENDA ITEMS: Mayor Cook noted that he put information in the council newsletter regarding a proposal to change an ACT (Area Committee on Transportation). He said there are areas in rural Clackamas County and Hood River are not in an ACT and are asking for more of a voice. The State Transportation Division has assembled a task force to study this. The next meeting is September 22, 2014, and council can forward questions to Mayor Cook. Councilor Buehner suggested getting the notes from the League of Oregon Cities Transportation Committee as they would be helpful.
14. EXECUTIVE SESSION - None

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15. ADJOURNMENT

At 9:44 p.m. Councilor Buehner moved for adjournment. Councilor Woodard seconded the motion and all voted in favor.

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

Carol A. Krager, City Recorder

Attest:

Mayor, City of Tigard

Date: _____

AIS-1867

3. B.

Business Meeting

Meeting Date: 10/28/2014

Length (in minutes): Consent Item

Agenda Title: Authorize the City Manager to Sign a MOU Regarding Tigard's Participation in the Master Planning Process for the Willamette River Treatment Plant

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

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

Public Hearing No

Newspaper Legal Ad Required?:

Public Hearing Publication

Date in Newspaper:

Information

ISSUE

Shall the council authorize the city manager to sign a Memorandum of Understanding (MOU) with Tualatin Valley Water District (TVWD) regarding Tigard's participation in the master planning process for the Willamette River Water Treatment Plant?

STAFF RECOMMENDATION / ACTION REQUEST

Authorize the city manager to sign the MOU.

KEY FACTS AND INFORMATION SUMMARY

Tigard is currently investigating several Willamette River supply routing options in the context of its long-term water source planning. All of these supply options are dependent on available capacity at the Willamette River Water Treatment Plant.

In the last two years, several items have come before the council related to the development of a Willamette River water supply in conjunction with the Willamette River Water Supply Program initiated by TVWD and the City of Hillsboro. This regional water supply program seeks to develop additional treatment capacity at the Willamette River Water Treatment Plant and deliver this additional capacity to TVWD and Hillsboro water customers. In order to plan for this additional capacity, TVWD needs to update the 2006 master plan for the lower treatment plant and develop a master plan for the proposed upper plant. The attached MOU would include Tigard in these master planning efforts.

Under the MOU, Tigard would pay for a proportionate share to participate and have the city's interests represented in the master planning process. Tigard's cost share allocation will be based on a 5-million-gallons-per-day capacity. In the proposed scope of work—and of particular interest to Tigard—is information on water treatment plant expansion scenarios and project phasing to meet demands.

Participation in the master planning process does not guarantee capacity in any future water treatment plant expansion or facilities even if Tigard voters approve use of the Willamette. It will document Tigard's future capacity and expansion needs for the next 20-30 years. The cities of Beaverton, Wilsonville, Sherwood and Hillsboro are also considering separate MOUs regarding participation and cost sharing in the master planning effort.

The city attorney's office reviewed the MOU.

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, along with the Cities of Beaverton and Tualatin, has signed joinder agreements with TVWD and City of Hillsboro to participate in the preliminary design of the Willamette River Water Supply Program.

OTHER ALTERNATIVES

Council could:

- Elect not to consider authorizing the city manager to sign the MOU; this would eliminate Tigard's participation in the master planning efforts and would affect Tigard's participation in the future expansion of the water treatment plant.
- Propose changes and direct staff to attempt to re-negotiate the MOU.

COUNCIL OR CCDA GOALS, POLICIES, MASTER PLANS

Tigard City Council - Proposed Goals and Milestones, September 2013 - December 2014

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

The council was briefed on this MOU at its October 14, 2014, meeting.

The council has considered other matters related to the Willamette River Water Supply Program. On April 8, 2014, the council authorized a joinder agreement formalizing the city's participation in the preliminary design of the TVWD/Hillsboro Water Supply Program and

limited Tigard's financial contribution to \$100,000. This financial contribution did not include the cost associated with the master planning efforts outlined in the current MOU.

Fiscal Impact

Cost: Up to \$50,000

Budgeted (yes or no): No

Where Budgeted (department/program): Water

Additional Fiscal Notes:

Total master planning costs are approximately \$500,000 and will be divided among participants proportionately based on an asset allocation table. Tigard's cost share is yet to be determined, but preliminary estimates place the number around \$25,000. Staff will not exceed \$50,000 without further discussion with council.

It is not clear when the city's cost share would be due. If the cost falls within the current fiscal year, there are sufficient funds in the water fund to cover the expenditure. If the costs fall within fiscal year 2015-2016, staff will budget accordingly.

Attachments

Willamette River Water Treatment Plant Master Plan MOU

Exhibit A Scope of Services for the Willamette River Water Treatment Plant Master Plan

Exhibit B Cost Share for the Willamette River Water Treatment Plant Master Plan

Willamette River Water Treatment Plant Master Plan Objectives

Willamette River Water Treatment Plant Master Plan Cost Share Analysis

MEMORANDUM OF UNDERSTANDING

WATER MASTER PLAN

This Memorandum of Understanding (MOU) is effective this ____ day of September, 2014 by and between Tualatin Valley Water District, a domestic water supply district organized under ORS Chapter 264 (TVWD) and the City of Tigard, an Oregon municipal corporation, (Tigard).

RECITALS

TVWD, the City of Wilsonville (Wilsonville) and the City of Sherwood (Sherwood) own varied interests in land, water rights, water system assets and capacity in water system assets as part of the existing Willamette River Water Treatment Plant (WRWTP) in Wilsonville.

The existing WRWTP (Lower Plant) was designed to be expanded from its current capacity to produce not less than 70 million gallons per day. The real property owned by TVWD and Wilsonville upon which the Lower Plant is situated could accommodate a second water treatment plant (Upper Plant) but it would be at a higher outlet Mean Sea Level elevation than the Lower Plant. The quantity of finished drinking water that could be produced by the Upper Plant is not less than an additional 50 million gallons per day.

TVWD, Wilsonville and Sherwood have been engaged in discussions with the Cities of Beaverton, Hillsboro, Tigard and Tualatin regarding planning and evaluation of use of the Willamette River to meet future water supply demands, evaluation of existing water system assets including the Lower Plant and future water system assets such as the Upper Plant, and discussion concerning ownership, governance and operation of the Lower and Upper Plants in the event that one or more of the Parties determine it is appropriate to enter into an agreement or agreements to share the water supply system assets. Whether an entity would obtain finished water from the Lower Plant or Upper Plant is determined primarily by elevation and water pressure.

A Master Plan for the WRWTP was completed in December, 2006. In order to facilitate the evaluation of existing and planning for future water system facilities, and to assist in future decision making by the above named entities, TVWD is prepared to solicit and negotiate a contract with a Consultant to update the Master Plan for the Lower Plant and develop a Master Plan for the proposed Upper Plant (collectively referenced hereinafter as the “Master Plan”).

Tigard recognizes value in participating in the Master Plan process and has participated in development of a mutually agreeable work scope with TVWD for inclusion in the work scope with the selected Consultant.

The Parties desire to enter into this MOU regarding development of the Master Plan and sharing of costs.

Based upon the foregoing, the Parties agree as follows:

AGREEMENT

1. RECITALS

The Recitals above are incorporated into and made part of this MOU.

2. WATER TREATMENT PLANT MASTER PLAN

Using its standard purchasing processes, TVWD will undertake a Request for Qualification process to select a Consultant to prepare a Master Plan to complete the tasks set forth on Ex A attached hereto and incorporated herein by reference.

3. COMMITMENT OF TIGARD

The City of Tigard desires to participate in the cost of developing the Master Plan to assist in determining options for firm, interruptible or emergency water supply, evaluating existing, expanded and future facilities, and developing data for use in Tigard's separate water system planning, Water Management and Conservation Plans and capital improvement plans. With respect to developing the Master Plan, Tigard agrees its participation may be assumed for the sole purpose of allocating the cost of the tasks set forth on Exhibit A, attached hereto and incorporated by reference as if fully set forth herein, subject to the limitations of this paragraph and paragraph 8 below.

4. MASTER PLAN SHARE CALCULATION

TVWD and Tigard agree that the estimated Master Plan Share Calculation, set forth in percentage amounts on Exhibit B attached hereto and incorporated herewith by reference as if fully set forth is based on existing participation in the WRWTP and assumptions regarding potential participation in the expansion of Lower Site Assets, creation and expansion of Upper Site Assets and Other Assets that may be necessary to allow the Lower Site and Upper Site to operate as an integrated facility for the benefit of all as ultimately determined under separate Agreements currently under negotiation. Upon selection of the consultant and negotiation of a final scope of work and budget, Tigard and TVWD agree to revise Exhibit B to show the final proportionate cost shares of TVWD and Tigard. Tigard agrees to pay TVWD for Tigard's proportionate share of the Master Plan cost according to the final shares assigned on amended Exhibit B, subject to Tigard's option to withdraw as provided in Section 8 below.

5. PAYMENT

5.1 Upon receipt of an invoice from Consultant, TVWD will review and determine whether the amount claimed is justified. TVWD will make payment to Consultant of all undisputed amounts. If an amount is disputed, TVWD will follow procedures in the contract with the Consultant to resolve the issue. Upon receiving the invoice, TVWD will forward a copy to Tigard and consult with Tigard regarding any disputed amounts.

5.2 For all amounts paid by TVWD to Consultant, TVWD will create an invoice to Tigard that allocates the proportionate share of the work performed by Consultant according to the Tasks and percentage participation set forth on Exhibits A and B. Tigard will pay TVWD within 30 days following receipt of invoice.

6. COOPERATION

Tigard agrees to provide information reasonably requested by TVWD or Consultant in a timely manner to enable the Consultant to perform the Tasks and Work Scope. The agreement between TVWD and the Consultant will include a non-disclosure and confidentially provision(s) that requires TVWD and Consultant to prevent the disclosure of information provided by Tigard if Tigard reasonably believes that the information is exempt from disclosure under the Oregon Public Records Law. Tigard shall also designate a Project Representative to respond to requests for information.

7. PROJECT MANAGER AND PROJECT REPRESENTATIVES

TVWD designates Todd Perimon as Project Manager for the Master Plan who will be the point of contact with Consultant. Tigard designates John Goodrich as its Project Representative to be the point of contact for the Project Manager and Consultant. Other entities who sign an MOU with TVWD to share in the cost Master Plan will also each appoint a Project Representative. Project Manager shall convene meetings of all Project Representatives at mutually agreed times and places and at intervals appropriate to keep Project Representative informed of the status of consultant selection, negotiations of the scope of work and budget, and to allow the Project Manager to direct the Consultant in performance of the work. Tigard may change its Project Representative at any time upon notice to the Project Manager.

8. SELECTION OF CONSULTANT

8.1 Following receipt of responses to the Request for Qualification issued as described in Paragraph 3, the Project Manager and the Project Representatives from each participating entity shall constitute the Evaluation Committee for purposes of evaluating the Consultant Qualifications and recommending the Consultant for contract award.

8.2 When the recommended consultant has been approved based upon the evaluation and scoring criteria, the Project Manager shall negotiate a proposed final scope of work and budget for preparation of the Master Plan.

8.3.1 At least ten working days prior to award and execution of the contract, the Project Manager shall provide the proposed final scope of work and budget, as negotiated with the selected Consultant, and the final cost share to the Project Representative's for approval.

8.3.2 Each Project Representative will have seven working days from receipt of the final scope of work and budget to take whatever steps are needed to determine whether to authorize continued participation in the cost of the Master Plan. The Project Representative will advise the Project Manager whether Tigard will participate as set forth in the final scope of work and cost share, or will withdraw from this MOU.

8.3.3 Exhibits A and B to this MOU may be modified, as necessary, to account for the final decision by Tigard. The Project Manager and Project Representatives will jointly review and may approve revised Exhibits A and B without further action by the governing body of either.

9. DISCLAIMER

The Parties agree that nothing herein or the Tasks or allocation of cost participation as set forth on Exhibits A and B create a binding obligation or commitment by Tigard to participate in the acquisition, design, construction or use of the subject water system assets. The tasks and cost allocations are set forth only for development of a Master Plan to provide preliminary information for evaluation by the Parties as they analyze future water supply options.

10. DEFAULT

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

10.2. 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.

10.3. Opportunity to Cure. If 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 of Section 11.2 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 MOU. 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 11.4

- 10.4. Rights Upon Default. If the defaulting Party has not cured the default, it shall have no rights under this MOU 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 11.16.
- 10.5. Reallocation. If another entity enters into an MOU with TVWD for the tasks described in Exhibit A and the cost shares described in Exhibit B and the MOU is terminated for default, TVWD and Tigard agree that each party's proportionate cost shares may need to be adjusted address the amount the terminated entity was obligated to pay, unless TVWD and Tigard otherwise agree. In such event, TVWD shall convene all Project Representatives to discuss and agree upon reallocation of costs and/or reduction in the Consultant's Work Scope.

11. GENERAL PROVISIONS

- 11.1. Future Agreements. The Parties acknowledge that the terms and conditions of this MOU may be superseded or replaced by subsequent agreement. Separate Agreement(s) will be negotiated to provide for construction, ownership, governance, operation, maintenance, repair, replacement and expansion of the WRWTP with respect to their respective service areas. Nothing in this MOU commits a Party to participate in other Agreements.
- 11.2. 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.
- 11.3. Assignment. Neither Party to this MOU may assign its interest in this MOU (or any portion thereof) without the prior written consent of the other Party.

or limit the Party's right thereafter to enforce any provision or exercise any right.

- 11.10. 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.
- 11.11. Implied Covenants. The Parties agree that in construing this MOU, no covenants shall be implied between the Parties except the covenants of good faith and fair dealing.
- 11.12. Governing Law. This MOU shall be governed by and interpreted in accordance with the internal laws of the State of Oregon.
- 11.13. 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 MOU shall impair any such power or remedy or shall be construed to be a waiver of any default.

11.14. Survival of Terms and 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.

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

11.16. Dispute Resolution. The Parties hereby agree that resolution of any and all disputes arising out of the terms of this MOU 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:

11.16.1. Written Notice. A written notice regarding the dispute (Dispute Notice) shall be sent to the other party.

11.16.2. 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.

11.16.3. 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.

11.16.4. 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 avail itself of the remedies provided for herein. 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.

11.17. Term. This MOU shall be in effect until the latter of completion of the Master Plan by Consultant and acceptance by TVWD and Tigard or June 30, 2016.

THE UNDERSIGNED, PURSUANT TO AUTHORIZATION FROM THE GOVERNING BODY, HEREBY EXECUTES THIS MEMORANDUM OF UNDERSTANDING ON BEHALF OF HIS/HER RESPECTIVE ENTITY.

CITY OF TIGARD

TUALATIN VALLEY WATER DISTRICT

An Oregon Municipal Corporation

A Domestic Water Supply District

Its _____

Chief Executive Officer

APPROVED AS TO FORM

APPROVED AS TO FORM

City Attorney

District Counsel

EXHIBIT A

RFQ NO. TVWD-082014

SCOPE OF SERVICES

This section contains a brief outline of the required project scope of services associated with the Willamette River Water Treatment Plant (WRWTP) 2015 Master Plan Update. It is not intended to be a complete list of all work activities required to complete the work but is intended to highlight some of the key elements of work that will need to be included in the consultant's complete scope of services. The Scope of tasks differ for the Upper WRWTP site and the Lower WRWTP site as outlined below.

Project Tasks

Task 1 – Project Management

- 1.1. Provide project management services for master planning and subsequent tasks.
- 1.2. Provide monthly billing invoices. Monthly invoices shall include a detailed breakdown of staff member hours billed by task and subtask. Include a summary of expenditures to date, percentage complete by task and subtask, budget amount remaining, and earned value per task and subtask. Include a cost loaded project schedule, anticipated spending curve with graphical spending to date, cost performance index and schedule performance index.
- 1.3. Provide project summary reports on a monthly basis. Monthly project reports should include an overview of the past month's activities, identification of upcoming project activities and milestones, outstanding issues, a financial summary table, updated schedule and the spending curve from Task 1.2.
- 1.4. Coordinate with the Tualatin Valley Water District (TVWD) project manager on a regular basis to discuss the status and progress of various work activities and overall completion of various work elements. Provide weekly status meetings by phone and one in person meeting every third meeting.
- 1.5. Provide agenda and minutes for all meetings held.
- 1.6. Manage the project to ensure efficient and coordinated completion of various design tasks and getting District input where needed to facilitate moving the project along in a timely manner. Develop a schedule that incorporates all key design and permit related activities and submittals. Provide updates to project schedule as needed, and monthly at a minimum. Cost load schedule and include plot of anticipated and actual expenditures with monthly reports per Task 1.3.

- 1.7. Implement quality assurance and quality control measures for all aspects of the work.
- 1.8. Document decisions as they occur during the progression of the work. Maintain a decision log throughout the project.
- 1.9. Maintain a risk register and identify potential project risks with coordination with the District and the WTP Partners.
- 1.10. Implement additional project controls as required for complete management of the work.
- 1.11. Provide updated project schedule in Gantt format to the District's project manager on a monthly basis, or more frequently if the project schedule is substantially delayed or shifted.
- 1.12. Coordinate, track, and implement District design review comments.
- 1.13. Facilitate monthly coordination meetings with representatives of the WRWTP Master Plan Participants. Topics shall include current and upcoming issues, project progress, overview of change management and general project coordination.
- 1.14. Identify project stakeholders, solicit input, track and address project stakeholder issues and concerns.
- 1.15. Direct and coordinate the work of all subconsultants.

Task 2 – Evaluate and Inventory Existing Facilities and Compile Existing Studies

- 2.1. Provide overview of all current facilities and treatment processes utilized at the treatment plant. Outline facility inventory including raw water intake structures, site piping, treatment plant, finished water storage, and finished water transmission components. Specifically highlight facilities, structures, or appurtenances that have been added since the completion of the 2006 Master Plan.
- 2.2. Prepare a scaled map of the Lower site existing facilities, including but not limited to raw water intake structures, site piping, treatment plant buildings and structures, water storage, and transmission and pump facilities. Also include important site features such as vehicular and pedestrian facilities, park facilities adjacent to the existing treatment plant, and approximate property lines. Include environmental features including any streams, wetlands and buffers. Delineate environmental areas using appropriate field identification methods by qualified personnel. Specifically highlight facilities or structures on the map that have been added since the completion of the 2006 Master Plan.
- 2.3. Prepare a scaled map of the Upper site, including but not limited to site topography, property boundaries and easements, environmental features including any streams, wetlands and buffers. Delineate environmental areas using appropriate field identification methods by qualified personnel. Extents of the map shall extend to provide a continuous topographic and feature map with that prepared under Task 2.2.
- 2.4. Provide overview of operational performance measures, which shall include but is not limited to raw water flow rates, daily production rates, electrical usage, chemical usage, sludge production, sand loss, settled water, filtered water and finished water turbidity, ozone disinfection performance, filter production efficiency, and clearwell disinfection. Provide tabular comparison to data presented in Table 3.1 of the 2006 Master Plan.
- 2.5. Provide capacity analysis of existing facilities including the current capacity of each individual component within the treatment process train. For each major plant component, evaluate both the maximum process capacity as measured by hydraulic flow and the size or rate controlling design criteria. Provide tabular comparison to data presented in Tables 3-2a and 3-2b of the 2006 Master Plan. Include a summary analysis of the unit process capacities to assist in determining the next logical expansion capacity of the Lower site.
- 2.6. Compile and provide a summary of existing studies, annual reports and other documents related to WTP performance, raw water quality, and any documents relative to the WTP Master Planning.

Task 3 – Historical Water Quality and Regulatory Compliance

- 3.1. Document local, regional and national standards and evaluate regulatory compliance alternatives for using ozone as a primary disinfectant. Coordinate with regulators and determine feasibility, potential acceptability and rule making process for using ozone as a primary disinfectant.
- 3.2. Evaluate chlorine CT compliance point alternatives. Coordinate with regulators and make recommendations on potential compliance points. This task applies to the Upper site only.
- 3.3. Identify and tabulate existing water quality production goals, from the existing Lower Site WTP operations contract and compare to existing and potential future regulatory limits. Compile historic performance, including probability distributions of raw & finished water turbidity, TOC, and finished water chlorine residual. Compile and tabulate available finished water DBP data.

Task 4 – Treatment Technology Review

- 4.1. Research, review and summarize innovations to existing treatment technologies. Research, review and summarize emerging treatment technologies. Provide a presentation to staff which overviews innovations and emerging technologies researched and reviewed under this subtask.
- 4.2. Identify current and future technologies and summarize applicability of technologies to current treatment, potential contaminants of emerging concern (CECs), pharmaceutical and personal care products (PPCPs) and algal toxins. Provide a technical memorandum summarizing anticipated effectiveness of each technology on CECs, PPCPs and algal toxins. This subtask applies to the Upper site only.
- 4.3. Evaluate UV and H₂O₂, AOP and other potential treatment approaches that could be utilized at the Upper site. Evaluate anticipated effectiveness and summarize local availability of treatment chemicals and materials for each process. Recommend a long-term disinfection strategy. Strategy should address potential regulatory changes which will require treatment of emerging contaminants in the future.

Task 5 – Raw Water Sampling

- 5.1. Compile historical raw water sampling data. Update Comparison of Regulatory and Contract Sampling Frequencies Table 4-1 and Summary of Raw Water Quality Table 4-2, from the 2006 Master Plan.
- 5.2. Evaluate applicability of existing raw water sampling program to the Upper site treatment train. Develop recommendations for sampling program at the Upper site.

- 5.3. Research and identify likely CECs, PPCPs and assess the potential for algal toxins within the watershed that could impact raw water quality. Provide recommendations on future monitoring. Develop the CEC and PPCP list based on existing publications and previous work. Sampling and a Source Water Assessment are not part of this task.

Contingency: Provide additional raw water sampling to support Tasks 5.1 – 5.3.

Task 6 – Develop WTP Expansion Scenarios and Phasing to Meet Demands

- 6.1. Compile and verify projected WTP demands for both the Upper and Lower sites. Base demands on previous work completed as part of the Willamette Water Supply Program Preliminary Design project, verify with each WRWTP Master Plan Participant and supplement with additional data as needed. Provide graphical summary of WRWTP Master Plan Participant demands over the planning horizon.
- 6.2. Summarize existing WTP finish water quality goals. Review with WRWTP Master Plan Participants and determine applicability to the Upper site treatment processes. Modify and/or develop recommended finish water quality goals for the Upper site through workshop and input from the Upper site users.
- 6.3. Develop recommended treatment trains for the Upper site based on finish water quality goals, demands and operational approaches. Identify treatment train alternatives, construction and O&M costs for each alternative. Develop evaluation criteria in collaboration with the Upper site users for use in determining recommended treatment train and approach.
- 6.4. Evaluate anticipated effectiveness of the Upper site treatment train alternatives on CEC, PPCP and algal toxin removal by unit process. Provide a graphical and/or tabular summary of effectiveness by unit process and treatment train options.
- 6.5. Develop Upper site operational and treatment approaches. The operational and treatment approaches developed under this task shall consider the Upper site as a stand-alone WTP which utilizes the Raw Water Intake and Pump Station in parallel with Lower site operations. Identify site layouts and required facilities for the operation of the stand-alone Upper site WTP. Identify unit cost of water production for the Upper site under this scenario.
- 6.6. Develop Upper site operational and treatment approaches considering an integrated operational scenario with the Lower site. Identify recommended common facilities between the two sites, integrated operational scenarios, inter-ties and capital and O&M costs. Identify unit cost of water production for the integrated operational approach for both the Upper and Lower sites.
- 6.7. Develop recommendations for Upper and Lower site expansion and phasing for both stand-alone and integrated operational scenarios. For the Upper site

include capacity increments and timing based on projected Upper site user demands and evaluate potential public benefit opportunities and integration with the existing WTPs public amenities. Develop site layouts in accordance with regulatory and land use requirements. For the Lower site determine expansion recommendations based on compatibility with existing unit processes and capacity increments to be added to individual unit processes to achieve the next logical expansion of the overall Lower site capacity. Identify how long the recommended Lower site capacity expansion will meet Lower site demands based on projected demands from Task 6.1. Develop site layouts for both sites for both stand-alone and integrated operations.

- 6.8. Recommend Upper and Lower site operational approaches considering stand alone and integrated approaches. Include, staffing, chemical requirements, and comparison of O&M and unit costs of production for each scenario. Base operational recommendations on expansion increments developed in Task 6.7.
- 6.9. Evaluate capacity of existing Finish Water Pump station and identify any upgrades needed for the next logical expansion of the Lower site and initial and future capacities of the Upper site.
- 6.10. Develop staffing plan scenarios for recommended operational approaches. Include staffing by expansion phase of the Upper site considering both stand alone and integrated operational scenarios.
- 6.11. Determine Operations and Maintenance (O&M) costs by unit process for recommended treatment train on the Upper site and the unit process expansion of the Lower site. Correlate O&M costs for the Upper site with demand projections and expansion phasing. Develop O&M costs for both stand-alone and integrated operational scenarios.
- 6.12. Facilitate multiple project stakeholder workshops to present and solicit feedback on preliminary site layouts and operational scenarios.

Task 7 – Permit and Regulatory Review

- 7.1. Identify permits required for construction, expansion and operations of the new Upper site WTP and permits required for the next logical expansion of the existing Lower Site WTP. Summarize application requirements, review timelines and potential conditions of approval. Identify potential issues that could delay the permitting process and project delivery schedule.
- 7.2. Develop a permit matrix summarizing applicable permits, information from Task 7.1, precedent permits and agency contacts.
- 7.3. Facilitate multiple project stakeholder meetings to review permit constraints, timelines and identify permit strategies for all expansion, construction and maintenance scenarios identified as part of the Master Plan.

Task 8 – Emergency Operations and Resiliency

- 8.1. Perform hazard analysis and identify potential emergency scenarios the Upper site WTP may be required to operate under. Include seismic, source contamination and other potential hazards.
- 8.2. Develop Level of Service (LOS) goals for each identified emergency scenario. Develop LOS goals for the Upper site in coordination with each of the WTP users.
- 8.3. Facilitate multiple WTP user workshops to identify LOS goals and potential operational scenarios.
- 8.4. Perform seismic evaluation of existing WTP facilities. Work under this task will be focused on the facilities identified as common to both the Upper and Lower site as part of an integrated operational scenario developed under Task 6. Determine impact of anticipated seismic performance on seismic LOS goals.
- 8.5. Identify mitigation measures required to meet LOS goals. Mitigation measures include retro-fits to the existing WTP facilities identified as common to both the Upper and Lower site as part of an integrated operational scenario developed under Task 6 as well as design upgrades to future facilities.
- 8.6. Develop cost impacts of meeting LOS goals for both the existing common facility retro-fits and the impact to design of new and expanded facilities.
- 8.7. Perform a probabilistic risk assessment to determine the benefit/cost ratio of meeting the LOS goals. Consider both direct and indirect losses associated with each hazard event.

Task 9 –Raw Water Intake and Pump Station Evaluation

- 9.1. Evaluate intake expansion phasing alternatives to meet demands of the Upper and Lower sites and verify permit requirements. Provide river hydrodynamic modeling and sweeping velocity analysis for each phase and verify compliance with applicable permits and regulations.
- 9.2. Evaluate raw water pump station expansion phasing alternatives to meet demands and for recommended operational scenarios. Provide computational fluid dynamics (CFD) modeling of the existing raw water pump station and to verify expansion alternatives. Evaluate modeling results and recommend any necessary upgrades needed to accommodate the Upper site development and phasing and the increased capacity of the Lower site expansion.
- 9.3. Facilitate multiple meetings with project stakeholders to identify issues, constraints, goals and objectives of Raw Water Intake and Pump Station expansion and operations.

Task 10 – Recommendation of Property and Easement Needs

- 10.1. Identify easements and/or additional property needed for Upper site construction and phasing. Identify required construction and staging needs as well as areas needed for Upper site phasing.
- 10.2. Evaluate opportunities and benefits of additional property as compared to additional costs required for expansion on the existing Upper site.

Task 11 – Evaluate Current Power Supply & Onsite Generation Needs

- 11.1. Evaluate adequacy and resiliency of existing power supply. Include historical interruptions and coordinate with existing power provider to determine potential future upgrades.
- 11.2. Determine on-site power generation requirements for both emergency LOS goals and average day demand scenarios for each recommended phase of the Upper site.
- 11.3. Verify capacity of existing on-site power generation for the Lower site. Compare actual capacity to design capacity and summarize impacts to existing treatment capacity. Identify recommended upgrades to meet Lower site demands. Identify recommended equipment for the Upper site to meet LOS goals developed under Task 8.

Task 12 – Cost Estimates and Schedule

- 12.1 Develop AACE Class 4 cost estimates for each recommended phase of Upper site expansion and Lower site capacity increase.
- 12.2 Develop phasing implementation schedule in Gantt chart form. Include permitting, design, bid, construction and start-up for each phase as applicable.

Task 13 – Clearwell and Off-site Storage Requirements

- 13.1 Determine maximum on-site storage available at the Upper site based on available land area and site layout of recommended treatment train.
- 13.2 Determine impact on treatment and operations of on-site storage as compared to off-site storage. Include recommendations on location of off-site storage and property impacts.

Task 14 – Capital & Maintenance Plan

- 14.1 Develop a Capital and Maintenance Plan for the Upper site and the expanded Lower site. Include each phase of the recommended Upper site expansion.

Exhibit B

Willamette River Water Treatment Plant Master Plan Task Cost Shares

Based on Tasks listed in Exhibit A Scope of Work

<u>Master Plan Task</u>	<u>Wilsonville</u>	<u>Sherwood</u>	<u>TVWD</u>	<u>Hillsboro</u>	<u>Tigard</u>	<u>Beaverton</u>
1	14.7%	7.4%	41.6%	26.7%	3.7%	5.9%
2						
2.1	14.7%	7.4%	41.6%	26.7%	3.7%	5.9%
2.2	57.1%	28.6%	0.0%	0.0%	14.3%	0.0%
2.3	0.0%	0.0%	56.2%	35.9%	0.0%	7.9%
2.4	14.7%	7.4%	41.6%	26.7%	3.7%	5.9%
2.5	14.7%	7.4%	41.6%	26.7%	3.7%	5.9%
2.6	14.7%	7.4%	41.6%	26.7%	3.7%	5.9%
3						
3.1	14.7%	7.4%	41.6%	26.7%	3.7%	5.9%
3.2	0.0%	0.0%	56.2%	35.9%	0.0%	7.9%
3.3	0.0%	0.0%	56.2%	35.9%	0.0%	7.9%
4						
4.1	0.0%	0.0%	56.2%	35.9%	0.0%	7.9%
4.2	8.3%	4.1%	46.9%	30.0%	4.1%	6.6%
4.3	0.0%	0.0%	56.2%	35.9%	0.0%	7.9%
5						
5.1	0.0%	0.0%	56.2%	35.9%	0.0%	7.9%
5.2	0.0%	0.0%	56.2%	35.9%	0.0%	7.9%
5.3	8.3%	4.1%	46.9%	30.0%	4.1%	6.6%
6						
6.1	14.7%	7.4%	41.6%	26.7%	3.7%	5.9%
6.2	0.0%	0.0%	56.2%	35.9%	0.0%	7.9%
6.3	0.0%	0.0%	56.2%	35.9%	0.0%	7.9%
6.4	0.0%	0.0%	56.2%	35.9%	0.0%	7.9%
6.5	0.0%	0.0%	56.2%	35.9%	0.0%	7.9%
6.6	0.0%	0.0%	56.2%	35.9%	0.0%	7.9%
6.7	8.3%	4.1%	46.9%	30.0%	4.1%	6.6%
6.8	8.3%	4.1%	46.9%	30.0%	4.1%	6.6%
6.9	57.1%	28.6%	0.0%	0.0%	14.3%	0.0%
6.10	0.0%	0.0%	56.2%	35.9%	0.0%	7.9%
6.11	8.3%	4.1%	46.9%	30.0%	4.1%	6.6%
6.12	14.7%	7.4%	41.6%	26.7%	3.7%	5.9%
7						
7.1	14.7%	7.4%	41.6%	26.7%	3.7%	5.9%
7.2	14.7%	7.4%	41.6%	26.7%	3.7%	5.9%
7.3	14.7%	7.4%	41.6%	26.7%	3.7%	5.9%
8						
8.1	0.0%	0.0%	56.2%	35.9%	0.0%	7.9%
8.2	0.0%	0.0%	56.2%	35.9%	0.0%	7.9%
8.3	0.0%	0.0%	56.2%	35.9%	0.0%	7.9%
8.4	0.0%	0.0%	56.2%	35.9%	0.0%	7.9%
8.5	0.0%	0.0%	56.2%	35.9%	0.0%	7.9%
8.6	0.0%	0.0%	56.2%	35.9%	0.0%	7.9%
8.7	0.0%	0.0%	56.2%	35.9%	0.0%	7.9%
9						
9.1	0.0%	0.0%	56.2%	35.9%	0.0%	7.9%
9.2	0.0%	0.0%	56.2%	35.9%	0.0%	7.9%
9.3	0.0%	0.0%	56.2%	35.9%	0.0%	7.9%
10						
10.1	0.0%	0.0%	56.2%	35.9%	0.0%	7.9%
10.2	0.0%	0.0%	56.2%	35.9%	0.0%	7.9%
11						
11.1	8.3%	4.1%	46.9%	30.0%	4.1%	6.6%
11.2	8.3%	4.1%	46.9%	30.0%	4.1%	6.6%
11.3	14.7%	7.4%	41.6%	26.7%	3.7%	5.9%
12	8.3%	4.1%	46.9%	30.0%	4.1%	6.6%
13						
13.1	0.0%	0.0%	56.2%	35.9%	0.0%	7.9%
13.2	0.0%	0.0%	56.2%	35.9%	0.0%	7.9%
14	8.3%	4.1%	46.9%	30.0%	4.1%	6.6%

Notes

- 1) Administration Cost to be calculated based on the proportion of the entire cost.
- 2) Where subtasks are not listed above cost shares are the same as listed for the top task, i.e. Task 12.1 cost share is as listed for Task 12 above.

Willamette River Water Treatment Plant
Master Plan Update Objectives

Master Plan Objective		Applicability of Master Plan Objectives		
		Upper Site Tasks	Lower Site Tasks	Tasks Common to Both Sites
1.	Project Management and Administration			X
2.	Evaluate & inventory existing facilities & compile existing studies. Verify capacity of existing unit processes.			X
3.	Historical WQ & regulatory compliance			
	3.1 Evaluate regulatory compliance alternatives for using ozone as primary disinfectant			X
	3.2 Evaluate chlorine CT compliance point alternatives	X		
4.	Treatment technology review			
	4.1 Review existing technologies	X		
	4.2 Identify current and future technologies (coordinated with analysis of contaminants of emerging concern) and summarize applicability of technologies in a technical memorandum.		Expanded Facilities Only	X
	4.3 Evaluate UV and H2O2, AOP and other treatment approaches. Evaluate local availability of required treatment chemicals & materials for each process.	X		
5.	Raw water sampling			
	5.1 Compile historical sampling data & evaluate	X		
	5.2 Evaluate existing sampling program & develop recommendations for sampling for expanded WTP.	X		
	5.3 Identify likely contaminants of emerging concern (CEC) within the watershed that could impact raw water quality. Develop the CEC list based on existing publications and previous work. Sampling and a Source Water Assessment are not part of this task.		Expanded Facilities Only	X
	Task 5 Contingency: Complete additional raw water samples . TBD.			
6.	Develop WTP expansion scenarios and phasing to meet demands			
	6.1 Compile and verify WTP demands. Base demands on previous work to be verified by each WTP partner.			X
	6.2 Develop finish water quality goals	X		
	6.3 Develop recommend treatment trains based on water quality goals, demands and operational approaches.	X		
	6.4 Evaluate anticipated effectiveness of treatment trains on CEC removal by unit process	X		
	6.5 Develop upper and lower site operational and treatment approaches. Include recommendations for common facilities, inter-ties and redundancies.	X		
	6.6 Develop upper and lower site expansion & recommended phasing	X	Expanded Facilities Only	
	6.7 Recommend upper & lower site operations	X	Expanded Facilities Only	
	6.8 Evaluate capacity of Finished Water Pump station and identify potential areas that can be served by the Wilsonville-Sherwood pipeline.		X	
	6.9 Develop staffing plan scenerios for recommended operational approach	X		
	6.10 Determine O&M costs by unit process for demand projections		Expanded Facilities Only	X
7.	Permit & regulatory review. Identify required permits, timelines and requirement for construction & phasing.	X		
8.	Emergency operations and Resliency			
	8.1 Perform hazard analysis and identify potential emergency scenerios (seismic, source contamination etc.)	X		
	8.2 Develop Level of Service (LOS) goals for identified emergency scenerios	X		
	8.3 Perform seismic evaluation of existing facilities.	X		

	8.4 Identify required mitigation measures to meet LOS goals.	X		
	8.5 Develop cost impacts of meeting LOS goals (mitigation of existing and design impact on new facilities)	X		
	8.6 Perform probabilistic risk assessment to determine benefit/cost ratio of meeting LOS goals	X		
9. Raw water intake & pump station evaluation.				
	9.1 Evaluate intake expansion phasing alternatives to meet demands and verify permit requirements	X		
	9.2 Evaluate raw water pump station expansion phasing alternatives to meet demands for recommended operational scenerios	X		
10. Recommendation on purchase of property / easements				
	10.1 Identify needed easements and/or additional property for WTP operations & construction.	X		
	10.2 Evaluate opportunities and benefits of additional property acquisition as compared to additional costs required for expansion on the existing site.	X		
11.	Evaluate current power supply & onsite generation needs. Include verification of existing on-site power generation capacity.		Expanded Facilities Only	X
12.	Develop cost estimate and schedule for construction and phasing		Expanded Facilities Only	X
13.	Develop clearwell and off-site finished water storage recommendations.	X		
14.	Develop a Capital & Maintenance plan for the expanded WTP.		Expanded Facilities Only	X

Willamette River Water Treatment Plant Master Plan

Master Plan Shares Calculation*

Partner:	Participation	Common (Upper and Lower total) Expressed in MGD	Common (Upper and Lower total) Expressed in percentage	Upper Site Tasks Expressed in MGD	Upper Site Tasks Expressed in percentage	Lower Site Tasks Expressed in MGD	Lower Site Tasks Expressed in percentage
Wilsonville	Yes	20	14.7%	0	0.0%	20	57.1%
Sherwood	Yes	10	7.4%	0	0.0%	10	28.6%
TVWD	Yes	56.5	41.6%	56.5	56.1%	0	0.0%
Hillsboro	Yes	36.2	26.7%	36.2	35.9%	0	0.0%
Tualatin**	No	6	0.0%	0	0.0%	6	0.0%
Tigard	Yes	5	3.7%	0	0.0%	5	14.3%
Beaverton	Yes	8	5.9%	8	7.9%	0	0.0%
Totals		135.7	100%	100.7	100%	35	100%
		141.7 (amount w/Tualatin)		100.7 (amount w/Tualatin)		41 (amount w/Tualatin)	

*Amounts are only for calculation of portion of WRWTP Master Planning costs and do not imply participation or capacity in the design of a WRWTP expansion.

**Amount expressed is for planning scenerios only and not include in shares calculation

Master Plan Shares Calculation for Portions of the Expansion (amounts don't include what is already constructed)

Partner:	Participation	Common (Upper and Lower total) Expressed in MGD	Common (Upper and Lower total) Expressed in percentage	Upper Site Tasks Expressed in MGD	Upper Site Tasks Expressed in percentage	Lower Site Tasks Expressed in MGD	Lower Site Tasks Expressed in percentage
Wilsonville	Yes	10	8.3%	0	0.0%	10	50.0%
Sherwood	Yes	5	4.1%	0	0.0%	5	25.0%
TVWD	Yes	56.5	46.8%	56.5	56.1%	0	0.0%
Hillsboro	Yes	36.2	30.0%	36.2	35.9%	0	0.0%
Tualatin**	No	6	0.0%	0	0.0%	6	0.0%
Tigard	Yes	5	4.1%	0	0.0%	5	25.0%
Beaverton	Yes	8	6.6%	8	7.9%	0	0.0%
Totals		120.7	100%	100.7	100%	20	100%

AIS-1876

3. C.

Business Meeting

Meeting Date: 10/28/2014

Length (in minutes): 15 Minutes

Agenda Title: Consider a Resolution of Necessity Amending Resolution of Necessity No. 14-18 to Acquire Property for the Walnut Street Improvement Project

Prepared For: Steve Schalk **Submitted By:** Judy Lawhead,
Public Works

Item Type: Resolution **Meeting Type:** Consent
Agenda

Public Hearing No

Newspaper Legal Ad Required?:

Public Hearing Publication

Date in Newspaper:

Information

ISSUE

Shall the council adopt a resolution of necessity amending Resolution of Necessity No. 14-18 to acquire property for the Walnut Street improvement project?

STAFF RECOMMENDATION / ACTION REQUEST

Adopt the resolution of necessity amending Resolution of Necessity No. 14-18.

KEY FACTS AND INFORMATION SUMMARY

With the city's input, Washington County plans to reconstruct Walnut Street from 116th Avenue to Tiedeman Avenue. Improvements will include through and left-turn lanes, sidewalks, bike lanes, planter strips and storm sewer. The project also includes the construction of a traffic signal with turn lanes at the northern intersection of Walnut Street and 135th Avenue.

Resolution of Necessity No. 14-18 was adopted by council on April 22, 2014. The proposed resolution amends the original resolution of necessity, to deal with changes in required right-of-way affected by design changes.

The legal descriptions and exhibits have been updated to reflect minor design changes to meet current design standards and to accommodate public requests.

OTHER ALTERNATIVES

The council could choose not to adopt the amendment to the resolution. However, the previous resolution, as adopted represents legal descriptions that no longer match the proposed improvements. Failure to adopt the amendment to the resolution affects the county's ability to construct the project.

COUNCIL OR CCDA GOALS, POLICIES, MASTER PLANS

These improvements are included in the Transportation System Plan.

DATES OF PREVIOUS CONSIDERATION

The council was briefed on this resolution of necessity in executive session on October 14, 2014.

The council adopted Resolution of Necessity No.14-18—the resolution to be amended—on April 22, 2014.

Fiscal Impact

Cost: 0
Budgeted (yes or no): yes
Where Budgeted (department/program): Transportation CIP Fund

Additional Fiscal Notes:

The changes in the proposed acquisitions may provide some cost savings, but conservatively, they are cost neutral.

Attachments

Resolution

Exhibits to Resolution

CITY OF TIGARD, OREGON
TIGARD CITY COUNCIL
RESOLUTION NO. 14-

A RESOLUTION TO AMEND RESOLUTION NO. 14-18, LEGAL DESCRIPTIONS AND DEPICTIONS. RESOLUTION NO. 14-18 DECLARES THE NEED TO ACQUIRE PROPERTY FOR THE PURPOSE OF CONSTRUCTING STREET AND OTHER IMPROVEMENTS ALONG SW WALNUT STREET FROM 116TH AVENUE TO TIEDEMAN AVENUE AND AUTHORIZING IMMEDIATE POSSESSION OF THE PROPERTY.

WHEREAS, the City of Tigard Charter grants the City of Tigard (“City”) authority to acquire interest in land for public purposes; and

WHEREAS, the City is authorized by ORS 223.005 et seq. and ORS 35.015 et seq. to purchase, acquire, take, use, enter upon and appropriate land and property within or without its corporate limits for the purposes provided in those statutes; and

WHEREAS, the construction of Walnut Street, 116th Avenue to Tiedeman Avenue, is an approved capital improvement project identified in the City of Tigard Capital Improvement Plan (the “Project”); and

WHEREAS, the City has determined that the acquisition of rights of way and/or temporary construction easements on certain properties is necessary and will be used for the location, installation, replacement and repair of the needed city sidewalk and green street improvements; and

WHEREAS, on April 9, 2013 the City and Washington County (“County”) executed an Intergovernmental Agreement (IGA) whereby City has delegated authority to County, on behalf of the City, to take all necessary and appropriate actions to construct this Project for the health, safety, benefit, and general welfare of the public by addressing maintenance and flooding issues in the area, including acquisition of necessary property and property interests by eminent domain; and

WHEREAS, in Resolution of Necessity No.14-18 files 27 and 35 were inadvertently not included; and

WHEREAS, the City Council has determined that it is in the public interest to revise the project design, and this revision changes Exhibits A and B for Property Nos. 1, 3, 4, 12 – 15, and 18 - 35 in Resolution No. 14-18; and

WHEREAS, the legal descriptions and depictions for Property Nos. 1, 3, 4, 12 – 15, and 18 – 35 have been revised accordingly.

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

SECTION 1: Resolution No. 14-18 is hereby amended as follows: Exhibits A and B for Property Nos. 1, 3, 4, 12 – 15, and 18 - 35 in Resolution No. 14-18 are replaced in their entirety by the legal descriptions and depictions attached and incorporated to this resolution as Exhibits A and B for Property Nos. 1, 3, 4, 12 – 15, and 18 – 35.

SECTION 2: Except as amended herein, Resolution No. 14-18, and the remainder of Exhibits A and B to Resolution No. 14-18, remain in full force and effect.

RESOLUTION NO. 14-_____

SECTION 3: This resolution is effective immediately upon passage.

PASSED: This _____ day of _____ 2014.

Mayor - City of Tigard

ATTEST:

City Recorder - City of Tigard

FILE NO. 1
EXHIBIT "A"

S.W. Walnut Street
(S.W. 116th Ave. to Tiedeman Ave.)
June 25, 2014
Parcel 1

County Road Project No.: 100187
File No.: 001
Assessors Map: 2S103BA
Tax Lot No.: 00401

PARCEL 1 (TEMPORARY CONSTRUCTION EASEMENT)

A parcel of land lying in the Northwest one-quarter of Section 3, Township 2 South, Range 1 West of the Willamette Meridian, City of Tigard, Washington County, Oregon and being a portion of that tract of land conveyed to Marilyn B. DePaul and Jerry L. DePaul, by Bargain and Sale Deed, recorded March 5, 2010 in Document No. 2010-017384, Washington County Book of Records, the said parcel also being all that portion of said property lying Southerly of a line delineated by following the below noted stations and offsets, Northerly of the centerline of realigned S.W. Walnut Street, as said centerline is described below.

S.W. WALNUT STREET CENTERLINE

A road centerline situated in Section 3, Township 2 South, Range 1 West, of the Willamette Meridian in Washington County, Oregon, and being more particularly described as follows:

Beginning at a point on line known as Station 10+00.00 (feet) of said re-aligned S.W. Walnut Street; from Whence a 5/8" iron rod with yellow plastic cap stamped "DEA Inc." in a monument box bears South 78°25'39" West a distance of 785.68 feet, as said iron rod is shown on Survey No. 29,259 as Station 2+14.32 (feet); Thence North 78°25'39" East a distance of 939.10 feet to a Point of Curvature shown on Survey No. 29,259 as Station 19+39.10 PC (feet); Thence along a 415.00 foot radius curve to the right, through a central angle of 10°35'36", an arc distance of 76.73 feet, subtended by a chord of North 83°43'27" East a distance of 76.62 feet a Point of Tangency at Station 20+15.83 PT (feet); Thence North 89°01'15" East a distance of 1376.62 feet to a Point of Curvature shown on Survey No. 29,259 as Station 33+92.45 PC (feet); Thence along a 275.00 foot radius curve to the right, through a central angle of 49°17'05", an arc distance of 236.55 feet, subtended by a chord of South 66°20'13" East a distance of 229.32 feet to a Point of Tangency at Station 36+29.00 PT (feet); Thence South 41°41'40" East a distance of 79.91 feet to the centerline Intersection of S.W. Walnut Street and S.W. Tiedeman Street, said Intersection being shown on Survey No. 29,259 as Station 37+08.91 (feet), the Point of Termination of this description.

Bearings are based upon Survey Number 29259, Washington County Survey Records.

Station to Station

**Offset Distances Northerly of S.W. Walnut
Street Centerline**

10+74.00 to 11+08.00

43.00 feet parallel with the centerline

Excepting therefrom, all that portion of said parcel lying within the temporary construction easement as shown on exhibit A map and the permanent slope easement recorded in Document No. 2004-049342, Washington County Records and all that portion of said parcel lying within the existing rights-of-way of S.W. Walnut Street and S.W. 116th Avenue.

The parcel of land to which this description applies contains 170 square feet, more or less.



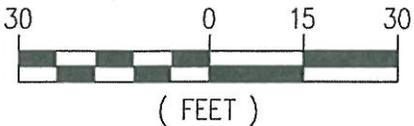
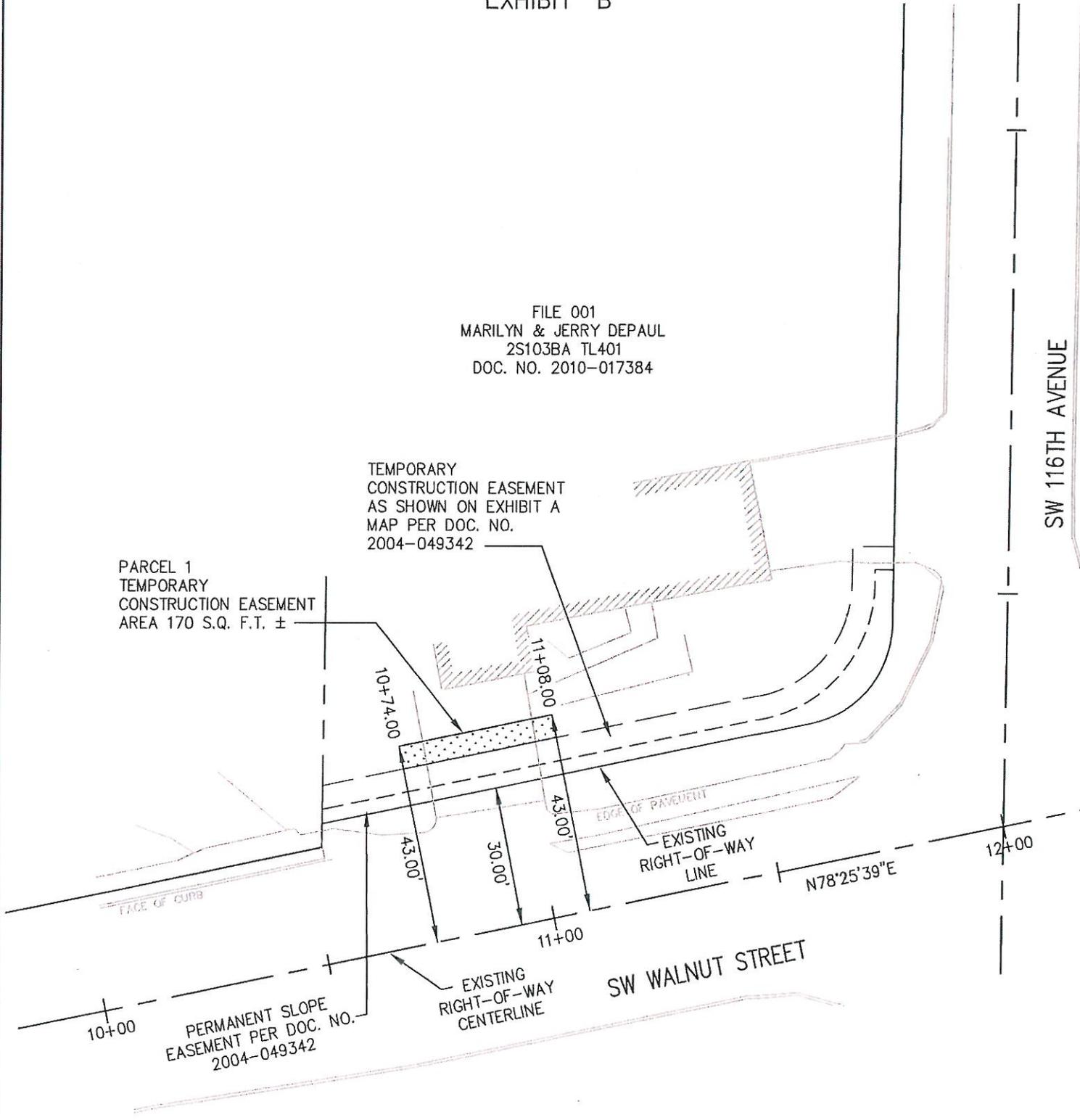
FILE NO. 1
EXHIBIT "B"

FILE 001
MARILYN & JERRY DEPAUL
2S103BA TL401
DOC. NO. 2010-017384

TEMPORARY
CONSTRUCTION EASEMENT
AS SHOWN ON EXHIBIT A
MAP PER DOC. NO.
2004-049342

PARCEL 1
TEMPORARY
CONSTRUCTION EASEMENT
AREA 170 S.Q. F.T. ±

SW 116TH AVENUE



LEGEND

TEMPORARY CONSTRUCTION EASEMENT (PARCEL 1) 170 SQ. FT.±

FILE NO.: 001	SW WALNUT STREET (SW 116th-Tiedeman Avenue and SW 135th Avenue) WASHINGTON COUNTY PROJECT NO. 100187	SUBMITTAL DATE: 06/25/14	WHPacific <small>9755 SW Barnes Rd, Suite 309 Portland, OR 97225 503-428-0455 Fax: 503-526-0775 www.whpacific.com</small>
TAX LOT: 401		REVISED DATE:	
TAX MAP: 2S103BA		REVISED DATE:	
ADDRESS: 11625 SW WALNUT AVE.		REVISED DATE:	
		DWG: 037633-V-EX01.dwg	

FILE NO. 3
EXHIBIT "A"

S.W. Walnut Street
(S.W. 116th Ave. to Tiedeman Ave.)
June 25, 2014
Parcel 1

County Road Project No.: 100187
File No.: 003
Assessors Map: 2S103BA
Tax Lot No.: 00201

PARCEL 1 (TEMPORARY CONSTRUCTION EASEMENT)

A parcel of land lying in the Northwest one-quarter of Section 3, Township 2 South, Range 1 West of the Willamette Meridian, City of Tigard, Washington County, Oregon and being a portion of that tract of land conveyed to Gerald T. Nihill and Deanna Lyn Nihill, by Warranty Deed, recorded February 27, 1997 in Document No. 97017196, Washington County Book of Records, the said parcel also being all that portion of said property lying Southerly of a line delineated by following the below noted stations and offsets, Northerly of the centerline of realigned S.W. Walnut Street, as said centerline is described below.

S.W. WALNUT STREET CENTERLINE

A road centerline situated in Section 3, Township 2 South, Range 1 West, of the Willamette Meridian in Washington County, Oregon, and being more particularly described as follows:

Beginning at a point on line known as Station 10+00.00 (feet) of said re-aligned S.W. Walnut Street; from Whence a 5/8" iron rod with yellow plastic cap stamped "DEA Inc." in a monument box bears South 78°25'39" West a distance of 785.68 feet, as said iron rod is shown on Survey No. 29,259 as Station 2+14.32 (feet); Thence North 78°25'39" East a distance of 939.10 feet to a Point of Curvature shown on Survey No. 29,259 as Station 19+39.10 PC (feet); Thence along a 415.00 foot radius curve to the right, through a central angle of 10°35'36", an arc distance of 76.73 feet, subtended by a chord of North 83°43'27" East a distance of 76.62 feet a Point of Tangency at Station 20+15.83 PT (feet); Thence North 89°01'15" East a distance of 1376.62 feet to a Point of Curvature shown on Survey No. 29,259 as Station 33+92.45 PC (feet); Thence along a 275.00 foot radius curve to the right, through a central angle of 49°17'05", an arc distance of 236.55 feet, subtended by a chord of South 66°20'13" East a distance of 229.32 feet to a Point of Tangency at Station 36+29.00 PT (feet); Thence South 41°41'40" East a distance of 79.91 feet to the centerline Intersection of S.W. Walnut Street and S.W. Tiedeman Street, said Intersection being shown on Survey No. 29,259 as Station 37+08.91 (feet), the Point of Termination of this description.

Bearings are based upon Survey Number 29259, Washington County Survey Records.

(p. 2)

Station to Station

**Offset Distances Northerly of S.W. Walnut
Street Centerline**

13+68.00 to 13+98.00

52.00 feet parallel with the centerline

Excepting therefrom, all that portion of said parcel lying within the temporary construction easement as shown on exhibit A map and the permanent slope easement recorded in Document No. 2005-004559, Washington County Records and all that portion of said parcel lying within the existing right-of-way of S. W. Walnut Street.

The parcel of land to which this description applies contains 442 square feet, more or less.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Scott M. Grubbs

OREGON
JULY 13, 2004
SCOTT M. GRUBBS
54728

RENEWAL: 06-30-15

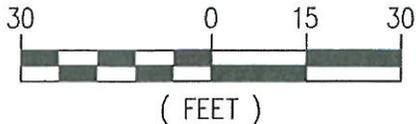
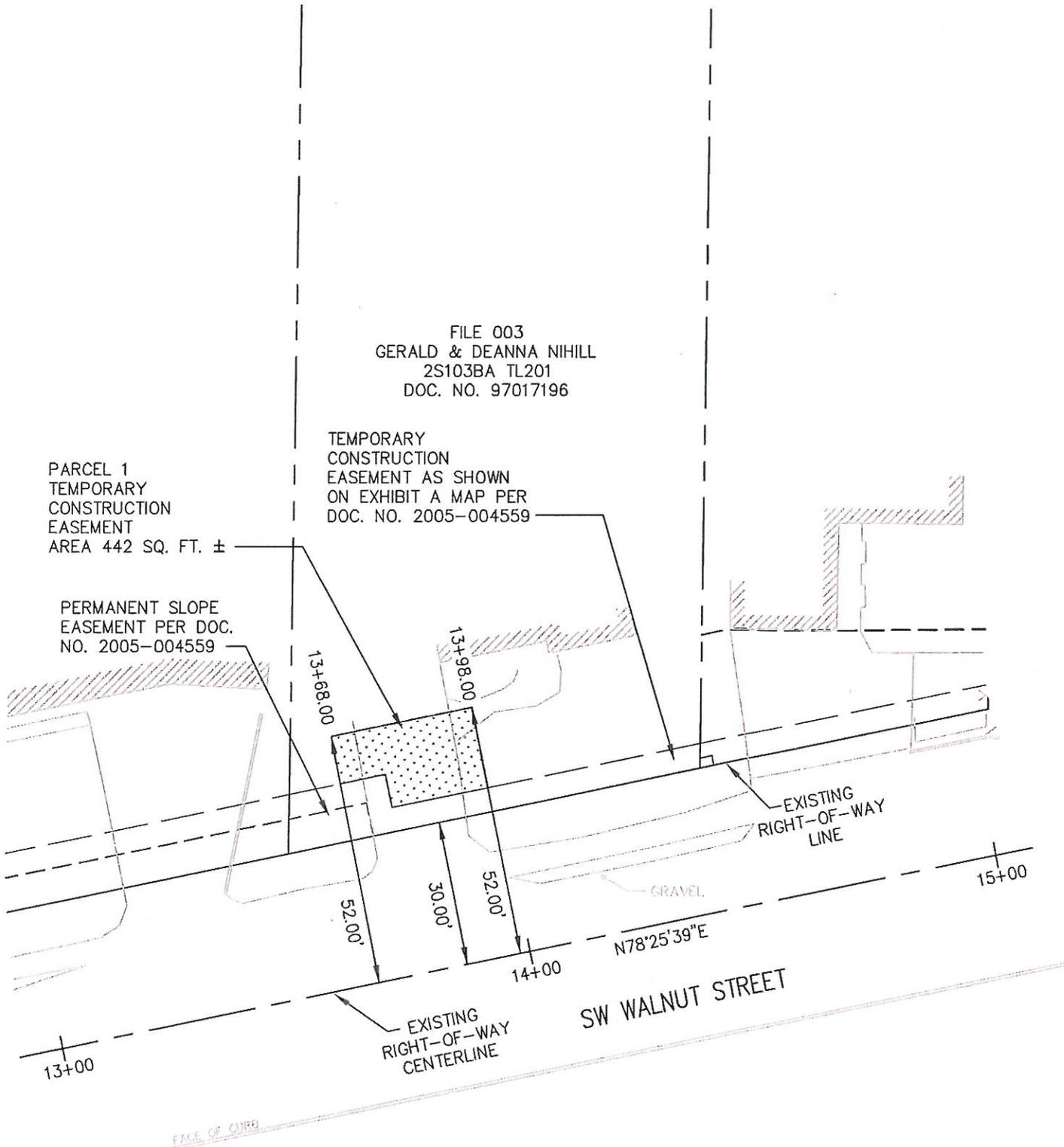
FILE NO. 3
EXHIBIT "B"

FILE 003
GERALD & DEANNA NIHILL
2S103BA TL201
DOC. NO. 97017196

PARCEL 1
TEMPORARY
CONSTRUCTION
EASEMENT
AREA 442 SQ. FT. ±

TEMPORARY
CONSTRUCTION
EASEMENT AS SHOWN
ON EXHIBIT A MAP PER
DOC. NO. 2005-004559

PERMANENT SLOPE
EASEMENT PER DOC.
NO. 2005-004559



LEGEND

TEMPORARY CONSTRUCTION EASEMENT (PARCEL 1) 442 SQ. FT. ±

FILE NO.: 003
TAX LOT: 201
TAX MAP: 2S103BA
ADDRESS: 11545 SW WALNUT AVE.

SW WALNUT STREET (SW 116th-Tiedeman Avenue and SW 135th Avenue) WASHINGTON COUNTY PROJECT NO. 100187
--

SUBMITTAL DATE: 06/25/14
REVISED DATE:
REVISED DATE:
REVISED DATE:

WHPacific
5125 SW Emmons Rd. Suite 300
Portland, OR 97225
503-626-0455 Fax 503-626-0775
www.whpacific.com
DWG: 037633-V-EX03.dwg

FILE NO. 4
EXHIBIT "A"

S.W. Walnut Street
(S.W. 116th Ave. to Tiedeman Ave.)
June 25, 2014
Parcel 1

County Road Project No.: 100187
File No.: 004
Assessors Map: 2S103BA
Tax Lot No.: 00200

PARCEL 1 (TEMPORARY CONSTRUCTION EASEMENT)

A parcel of land lying in the Northwest one-quarter of Section 3, Township 2 South, Range 1 West of the Willamette Meridian, City of Tigard, Washington County, Oregon and being a portion of that tract of land conveyed to Mary Lynn Scroggin, by Statutory Warranty Deed, recorded May 31, 2007 in Document No. 2007-060033, Washington County Book of Records, the said parcel also being all that portion of said property lying Southerly of a line delineated by following the below noted stations and offsets, Northerly of the centerline of realigned S.W. Walnut Street, as said centerline is described below.

S.W. WALNUT STREET CENTERLINE

A road centerline situated in Section 3, Township 2 South, Range 1 West, of the Willamette Meridian in Washington County, Oregon, and being more particularly described as follows:

Beginning at a point on line known as Station 10+00.00 (feet) of said re-aligned S.W. Walnut Street; from Whence a 5/8" iron rod with yellow plastic cap stamped "DEA Inc." in a monument box bears South 78°25'39" West a distance of 785.68 feet, as said iron rod is shown on Survey No. 29,259 as Station 2+14.32 (feet); Thence North 78°25'39" East a distance of 939.10 feet to a Point of Curvature shown on Survey No. 29,259 as Station 19+39.10 PC (feet); Thence along a 415.00 foot radius curve to the right, through a central angle of 10°35'36", an arc distance of 76.73 feet, subtended by a chord of North 83°43'27" East a distance of 76.62 feet a Point of Tangency at Station 20+15.83 PT (feet); Thence North 89°01'15" East a distance of 1376.62 feet to a Point of Curvature shown on Survey No. 29,259 as Station 33+92.45 PC (feet); Thence along a 275.00 foot radius curve to the right, through a central angle of 49°17'05", an arc distance of 236.55 feet, subtended by a chord of South 66°20'13" East a distance of 229.32 feet to a Point of Tangency at Station 36+29.00 PT (feet); Thence South 41°41'40" East a distance of 79.91 feet to the centerline Intersection of S.W. Walnut Street and S.W. Tiedeman Street, said Intersection being shown on Survey No. 29,259 as Station 37+08.91 (feet), the Point of Termination of this description.

Bearings are based upon Survey Number 29259, Washington County Survey Records.

FILE NO. 4
EXHIBIT "A"
(p. 2)

Station to Station	Offset Distances Northerly of S.W. Walnut Street Centerline
14+40.00 to 14+54.00	57.00 feet parallel with the centerline
14+54.00 to 15+15.00	57.00 feet along a straight line to 44.80 feet

Excepting therefrom, all that portion of said parcel lying within the temporary construction easement as shown on exhibit A map and the permanent slope easement recorded in Document No. 2004-043380, Washington County Records and all that portion of said parcel lying within the existing right-of-way of S.W. Walnut Street.

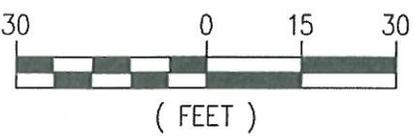
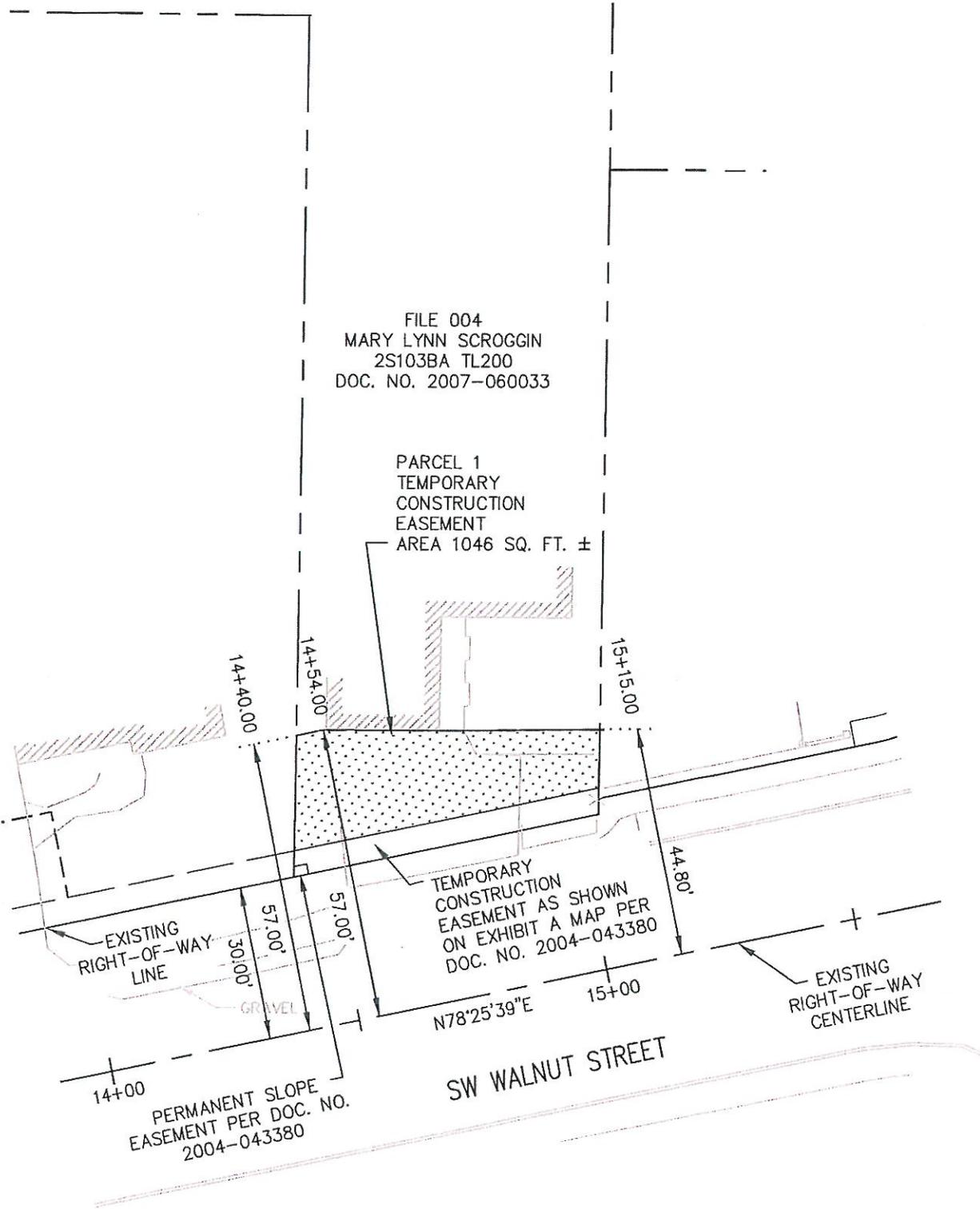
The parcel of land to which this description applies contains 1046 square feet, more or less.



FILE NO. 4
EXHIBIT "B"

FILE 004
MARY LYNN SCROGGIN
2S103BA TL200
DOC. NO. 2007-060033

PARCEL 1
TEMPORARY
CONSTRUCTION
EASEMENT
AREA 1046 SQ. FT. ±



LEGEND

TEMPORARY CONSTRUCTION EASEMENT (PARCEL 1) 1046 SQ. FT. ±

FILE NO.: 004
TAX LOT: 200
TAX MAP: 2S103BA
ADDRESS: 11525 SW WALNUT AVE.

SW WALNUT STREET
(SW 116th-Tiedeman Avenue
and SW 135th Avenue)
WASHINGTON COUNTY PROJECT NO. 100187

SUBMITTAL DATE: 06/25/14
REVISED DATE:
REVISED DATE:
REVISED DATE:

WHPacific
9155 SW Barnes Rd. Suite 200
Portland, OR 97225
503-636-6425 Fax 503-526-0715
www.whpacific.com
DWG: 037633-V-EX04.dwg

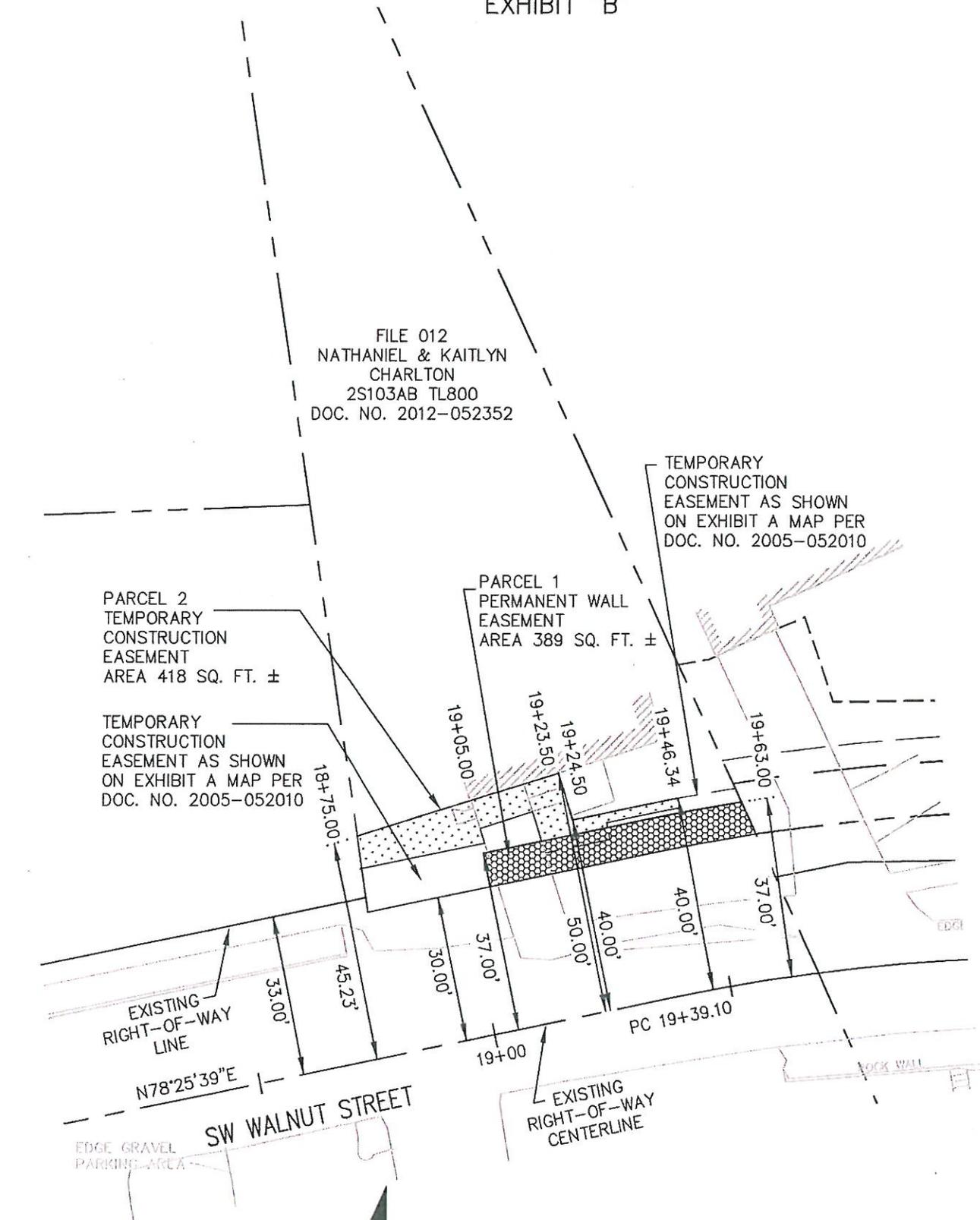
FILE 012
 NATHANIEL & KAITLYN
 CHARLTON
 2S103AB TL800
 DOC. NO. 2012-052352

TEMPORARY
 CONSTRUCTION
 EASEMENT AS SHOWN
 ON EXHIBIT A MAP PER
 DOC. NO. 2005-052010

PARCEL 2
 TEMPORARY
 CONSTRUCTION
 EASEMENT
 AREA 418 SQ. FT. ±

PARCEL 1
 PERMANENT WALL
 EASEMENT
 AREA 389 SQ. FT. ±

TEMPORARY
 CONSTRUCTION
 EASEMENT AS SHOWN
 ON EXHIBIT A MAP PER
 DOC. NO. 2005-052010



LEGEND

-  PERMANENT WALL EASEMENT (PARCEL 1) 389 SQ. FT. ±
-  TEMPORARY CONSTRUCTION EASEMENT (PARCEL 2) 418 SQ. FT. ±

FILE NO.: 012
 TAX LOT: 800
 TAX MAP: 2S103AB
 ADDRESS: 11345 SW WALNUT ST.

SW WALNUT STREET
 (SW 116th-Tiedeman Avenue
 and SW 135th Avenue)
 WASHINGTON COUNTY PROJECT NO. 100187

SUBMITTAL DATE: 06/25/14
 REVISED DATE:
 REVISED DATE:
 REVISED DATE:

WHPacific
 9756 SW Elmwood Rd. Suite 300
 Portland, OR 97225
 503.876.0215 Fax 503.526.0275
 www.whpacific.com
 DWG: 037633-V-EX12.dwg

**FILE NO. 13
EXHIBIT "A"**

S.W. Walnut Street
(S.W. 116th Ave. to Tiedeman Ave.)
June 25, 2014
Parcels 1 and 2

County Road Project No.: 100187
File No.: 013
Assessors Map: 2S103AB
Tax Lot No.: 02400

PARCEL 1 (PERMANENT WALL EASEMENT)

A parcel of land lying in the Northeast one-quarter of Section 3, Township 2 South, Range 1 West of the Willamette Meridian, City of Tigard, Washington County, Oregon and being a portion of that tract of land conveyed to Brian J. Raburn and Cynthia L. Raburn, by Statutory Bargain and Sale Deed, recorded November 29, 2007 in Document No. 2007-123456, Washington County Book of Records, the said parcel also being all that portion of said property lying Northerly of a line delineated by following the below noted stations and offsets, Southerly of the centerline of realigned S.W. Walnut Street, as said centerline is described below.

S.W. WALNUT STREET CENTERLINE

A road centerline situated in Section 3, Township 2 South, Range 1 West, of the Willamette Meridian in Washington County, Oregon, and being more particularly described as follows:

Beginning at a point on line known as Station 10+00.00 (feet) of said re-aligned S.W. Walnut Street; from Whence a 5/8" iron rod with yellow plastic cap stamped "DEA Inc." in a monument box bears South 78°25'39" West a distance of 785.68 feet, as said iron rod is shown on Survey No. 29,259 as Station 2+14.32 (feet); Thence North 78°25'39" East a distance of 939.10 feet to a Point of Curvature shown on Survey No. 29,259 as Station 19+39.10 PC (feet); Thence along a 415.00 foot radius curve to the right, through a central angle of 10°35'36", an arc distance of 76.73 feet, subtended by a chord of North 83°43'27" East a distance of 76.62 feet a Point of Tangency at Station 20+15.83 PT (feet); Thence North 89°01'15" East a distance of 1376.62 feet to a Point of Curvature shown on Survey No. 29,259 as Station 33+92.45 PC (feet); Thence along a 275.00 foot radius curve to the right, through a central angle of 49°17'05", an arc distance of 236.55 feet, subtended by a chord of South 66°20'13" East a distance of 229.32 feet to a Point of Tangency at Station 36+29.00 PT (feet); Thence South 41°41'40" East a distance of 79.91 feet to the centerline Intersection of S.W. Walnut Street and S.W. Tiedeman Street, said Intersection being shown on Survey No. 29,259 as Station 37+08.91 (feet), the Point of Termination of this description.

Bearings are based upon Survey Number 29259, Washington County Survey Records.

Station to Station	Offset Distances Southerly of S.W. Walnut Street Centerline
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FILE NO. 13
EXHIBIT "A"
(p. 2)



18+97.00 to 19+25.00 37.00 feet parallel with the centerline

19+25.00 to 19+60.00 37.00 feet along a straight line to 39.75 feet

Excepting therefrom, all that portion of said parcel lying within the existing right-of-way of S.W. Walnut Street.

The parcel of land to which this description applies contains 428 square feet, more or less.

PARCEL 2 (TEMPORARY CONSTRUCTION EASEMENT)

A parcel of land lying in the Northeast one-quarter of Section 3, Township 2 South, Range 1 West of the Willamette Meridian, City of Tigard, Washington County, Oregon and being a portion of that tract of land conveyed to Brian J. Raburn and Cynthia L. Raburn, by Statutory Bargain and Sale Deed, recorded November 29, 2007 in Document No. 2007-123456, Washington County Book of Records, the said parcel also being all that portion of said property lying Northerly of a line delineated by following the below noted stations and offsets, Southerly of the centerline of realigned S.W. Walnut Street, as said centerline is described below.

Station to Station	Offset Distances Southerly of S.W. Walnut Street Centerline
18+65.00 to 19+01.00	58.22 feet along a straight line to 59.75 feet

Excepting therefrom, all that portion of said parcel lying within the temporary construction easement as shown on exhibit A map recorded in Document No. 2004-043376 and the existing right-of-way of S.W. Walnut Street and all of Parcel 1 above.

The parcel of land to which this description applies contains 441 square feet, more or less.

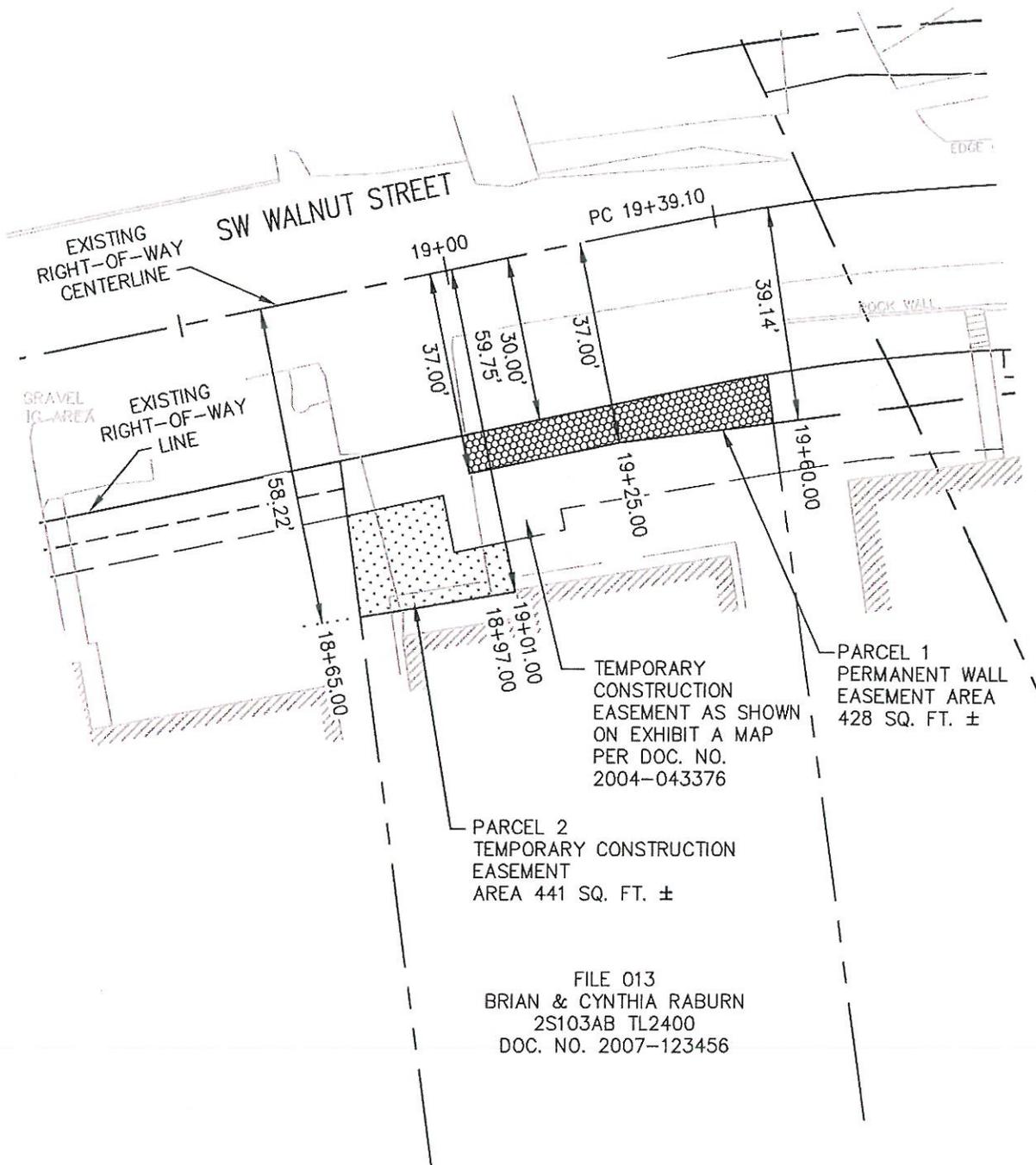
REGISTERED
PROFESSIONAL
LAND SURVEYOR

Scott M. Grubbs

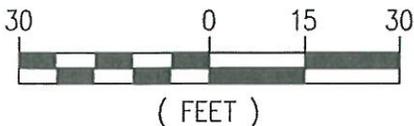
OREGON
JULY 13, 2004
SCOTT M. GRUBBS
54728

RENEWAL: 06-30-15





FILE 013
 BRIAN & CYNTHIA RABURN
 2S103AB TL2400
 DOC. NO. 2007-123456



LEGEND

- PERMANENT WALL EASEMENT (PARCEL 1) 428 SQ. FT. ±
- TEMPORARY CONSTRUCTION EASEMENT (PARCEL 2) 441 SQ. FT. ±

FILE NO.: 013
TAX LOT: 2400
TAX MAP: 2S103AB
ADDRESS: 11340 SW WALNUT ST.

SW WALNUT STREET (SW 116th-Tiedeman Avenue and SW 135th Avenue)
WASHINGTON COUNTY PROJECT NO. 100187

SUBMITTAL DATE: 06/25/14
REVISED DATE:
REVISED DATE:
REVISED DATE:

WHPacific

9755 SW Barlow Rd. Suite 300
 Portland, OR 97225
 503-478-0155 Fax 503-528-0115
 www.whpacific.com

DWG: 037633-V-EX13.dwg

FILE NO. 14
EXHIBIT "A"

S.W. Walnut Street
(S.W. 116th Ave. to Tiedeman Ave.)
June 25, 2014
Parcel 1

County Road Project No.: 100187
File No.: 014
Assessors Map: 2S103AB
Tax Lot No.: 00401

PARCEL 1 (TEMPORARY CONSTRUCTION EASEMENT)

A parcel of land lying in the Northeast one-quarter of Section 3, Township 2 South, Range 1 West of the Willamette Meridian, City of Tigard, Washington County, Oregon and being a portion of that tract of land conveyed to John M. Berman, by Statutory Warranty Deed, recorded March 19, 2004 in Document No. 2004-027793, Washington County Book of Records, the said parcel also being all that portion of said property lying Southerly of a line delineated by following the below noted stations and offsets, Northerly of the centerline of realigned S.W. Walnut Street, as said centerline is described below.

S.W. WALNUT STREET CENTERLINE

A road centerline situated in Section 3, Township 2 South, Range 1 West, of the Willamette Meridian in Washington County, Oregon, and being more particularly described as follows:

Beginning at a point on line known as Station 10+00.00 (feet) of said re-aligned S.W. Walnut Street; from Whence a 5/8" iron rod with yellow plastic cap stamped "DEA Inc." in a monument box bears South 78°25'39" West a distance of 785.68 feet, as said iron rod is shown on Survey No. 29,259 as Station 2+14.32 (feet); Thence North 78°25'39" East a distance of 939.10 feet to a Point of Curvature shown on Survey No. 29,259 as Station 19+39.10 PC (feet); Thence along a 415.00 foot radius curve to the right, through a central angle of 10°35'36", an arc distance of 76.73 feet, subtended by a chord of North 83°43'27" East a distance of 76.62 feet a Point of Tangency at Station 20+15.83 PT (feet); Thence North 89°01'15" East a distance of 1376.62 feet to a Point of Curvature shown on Survey No. 29,259 as Station 33+92.45 PC (feet); Thence along a 275.00 foot radius curve to the right, through a central angle of 49°17'05", an arc distance of 236.55 feet, subtended by a chord of South 66°20'13" East a distance of 229.32 feet to a Point of Tangency at Station 36+29.00 PT (feet); Thence South 41°41'40" East a distance of 79.91 feet to the centerline Intersection of S.W. Walnut Street and S.W. Tiedeman Street, said Intersection being shown on Survey No. 29,259 as Station 37+08.91 (feet), the Point of Termination of this description.

Bearings are based upon Survey Number 29259, Washington County Survey Records.

Station to Station	Offset Distances Northerly of S.W. Walnut Street Centerline
19+45.00 to 19+56.00	67.00 feet parallel with the centerline
19+56.00 to 19+74.00	67.00 feet along a straight line to 73.00 feet
19+74.00 to 19+77.46	73.00 feet along a straight line to 55.00 feet
19+77.46 to 20+10.00	55.00 feet along a straight line to 53.00 feet
20+10.00 to 20+23.00	53.00 feet along a straight line to 46.00 feet
20+23.00 to 20+50.00	39.00 feet parallel with the centerline

Excepting therefrom, all that portion of said parcel lying within the permanent slope easement recorded in Document No. 2004-92165, Washington County Records and all that portion of said parcel lying within the existing right-of-way of S.W. Walnut Street.

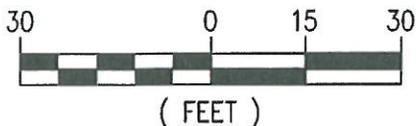
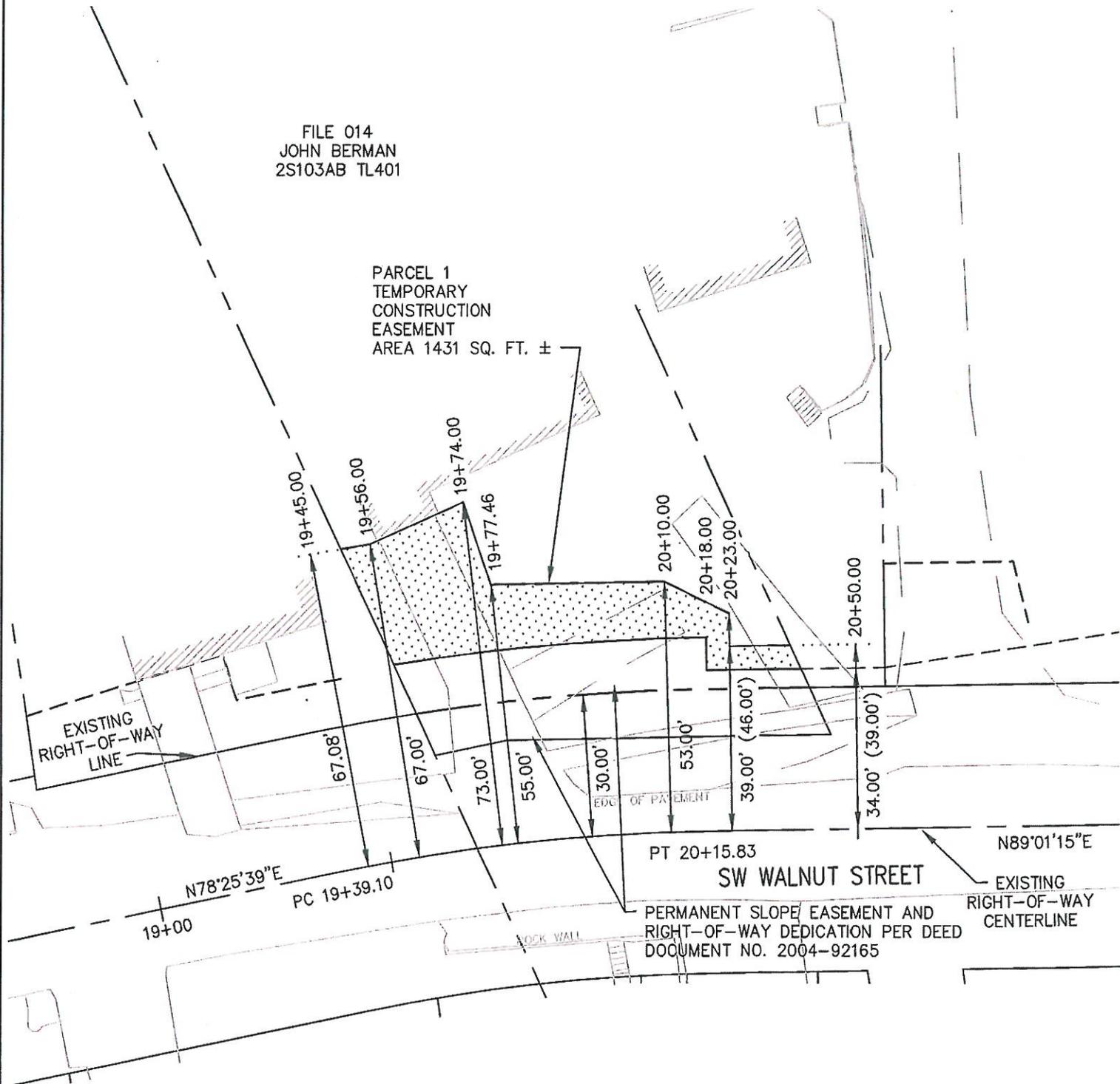
The parcel of land to which this description applies contains 1,431 square feet, more or less.



EXHIBIT "B"

FILE 014
JOHN BERMAN
2S103AB TL401

PARCEL 1
TEMPORARY
CONSTRUCTION
EASEMENT
AREA 1431 SQ. FT. ±



LEGEND

▤ TEMPORARY CONSTRUCTION EASEMENT (PARCEL 1) 1431 SQ. FT. ±

FILE NO.: 014
TAX LOT: 401
TAX MAP: 2S103AB
ADDRESS: 11325 SW WALNUT ST.

SW WALNUT STREET
(SW 116th-Tiedeman Avenue
and SW 135th Avenue)
WASHINGTON COUNTY PROJECT NO. 100187

SUBMITTAL DATE: 06/25/14
REVISED DATE:
REVISED DATE:
REVISED DATE:

WHPacific
9755 SW Berman Rd, Suite 300
Portland, OR 97225
503-250-0450 Fax: 503-526-0715
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DWG: 037633-V-EX14TCE.dwg

FILE NO. 15
EXHIBIT "A"

S.W. Walnut Street
(S.W. 116th Ave. to Tiedeman Ave.)
June 25, 2014
Parcels 1, 2 and 3

County Road Project No.: 100187
File No.: 015
Assessors Map: 2S103AB
Tax Lot No.: 02300

PARCEL 1 (PERMANENT WALL EASEMENT)

A parcel of land lying in the Northeast one-quarter of Section 3, Township 2 South, Range 1 West of the Willamette Meridian, City of Tigard, Washington County, Oregon and being a portion of that tract of land conveyed to Like A. Landwehr and Jennifer M. Landsberg, by Special Warranty Deed, recorded October 2, 2012 in Document No. 2012-082899, Washington County Book of Records, the said parcel also being all that portion of said property lying Northerly of a line delineated by following the below noted stations and offsets, Southerly of the centerline of realigned S.W. Walnut Street, as said centerline is described below.

S.W. WALNUT STREET CENTERLINE

A road centerline situated in Section 3, Township 2 South, Range 1 West, of the Willamette Meridian in Washington County, Oregon, and being more particularly described as follows:

Beginning at a point on line known as Station 10+00.00 (feet) of said re-aligned S.W. Walnut Street; from Whence a 5/8" iron rod with yellow plastic cap stamped "DEA Inc." in a monument box bears South 78°25'39" West a distance of 785.68 feet, as said iron rod is shown on Survey No. 29,259 as Station 2+14.32 (feet); Thence North 78°25'39" East a distance of 939.10 feet to a Point of Curvature shown on Survey No. 29,259 as Station 19+39.10 PC (feet); Thence along a 415.00 foot radius curve to the right, through a central angle of 10°35'36", an arc distance of 76.73 feet, subtended by a chord of North 83°43'27" East a distance of 76.62 feet a Point of Tangency at Station 20+15.83 PT (feet); Thence North 89°01'15" East a distance of 1376.62 feet to a Point of Curvature shown on Survey No. 29,259 as Station 33+92.45 PC (feet); Thence along a 275.00 foot radius curve to the right, through a central angle of 49°17'05", an arc distance of 236.55 feet, subtended by a chord of South 66°20'13" East a distance of 229.32 feet to a Point of Tangency at Station 36+29.00 PT (feet); Thence South 41°41'40" East a distance of 79.91 feet to the centerline Intersection of S.W. Walnut Street and S.W. Tiedeman Street, said Intersection being shown on Survey No. 29,259 as Station 37+08.91 (feet), the Point of Termination of this description.

Bearings are based upon Survey Number 29259, Washington County Survey Records.

Station to Station	Offset Distances Southerly of S.W. Walnut Street Centerline
19+50.00 to 20+15.00	39.00 feet along a straight line to 37.00 feet

Excepting therefrom, all that portion of said parcel lying with the existing right-of-way of S.W. Walnut Street.

The parcel of land to which this description applies contains 477 square feet, more or less.

PARCEL 2 (PERMANENT SLOPE EASEMENT)

A parcel of land lying in the Northeast one-quarter of Section 3, Township 2 South, Range 1 West of the Willamette Meridian, City of Tigard, Washington County, Oregon and being a portion of that tract of land conveyed to Like A. Landwehr and Jennifer M. Landsberg, by Special Warranty Deed, recorded October 2, 2012 in Document No. 2012-082899, Washington County Book of Records, the said parcel also being all that portion of said property lying Northerly of a line delineated by following the below noted stations and offsets, Southerly of the centerline of realigned S.W. Walnut Street, as said centerline is described below.

Station to Station	Offset Distances Southerly of S.W. Walnut Street Centerline
20+41.00 to 20+55.00	37.00 feet parallel with the centerline

Excepting therefrom, all that portion of said parcel lying within the existing right-of-way of S.W. Walnut Street.

The parcel of land to which this description applies contains 78 square feet, more or less.

PARCEL 3 (TEMPORARY CONSTRUCTION EASEMENT)

A parcel of land lying in the Northeast one-quarter of Section 3, Township 2 South, Range 1 West of the Willamette Meridian, City of Tigard, Washington County, Oregon and being a portion of that tract of land conveyed to Like A. Landwehr and Jennifer M. Landsberg, by Special Warranty Deed, recorded October 2, 2012 in Document No. 2012-082899, Washington County Book of Records, the said parcel also being all that portion of said property lying Northerly of a line delineated by following the below noted stations and offsets, Southerly of the centerline of realigned S.W. Walnut Street, as said centerline is described below.

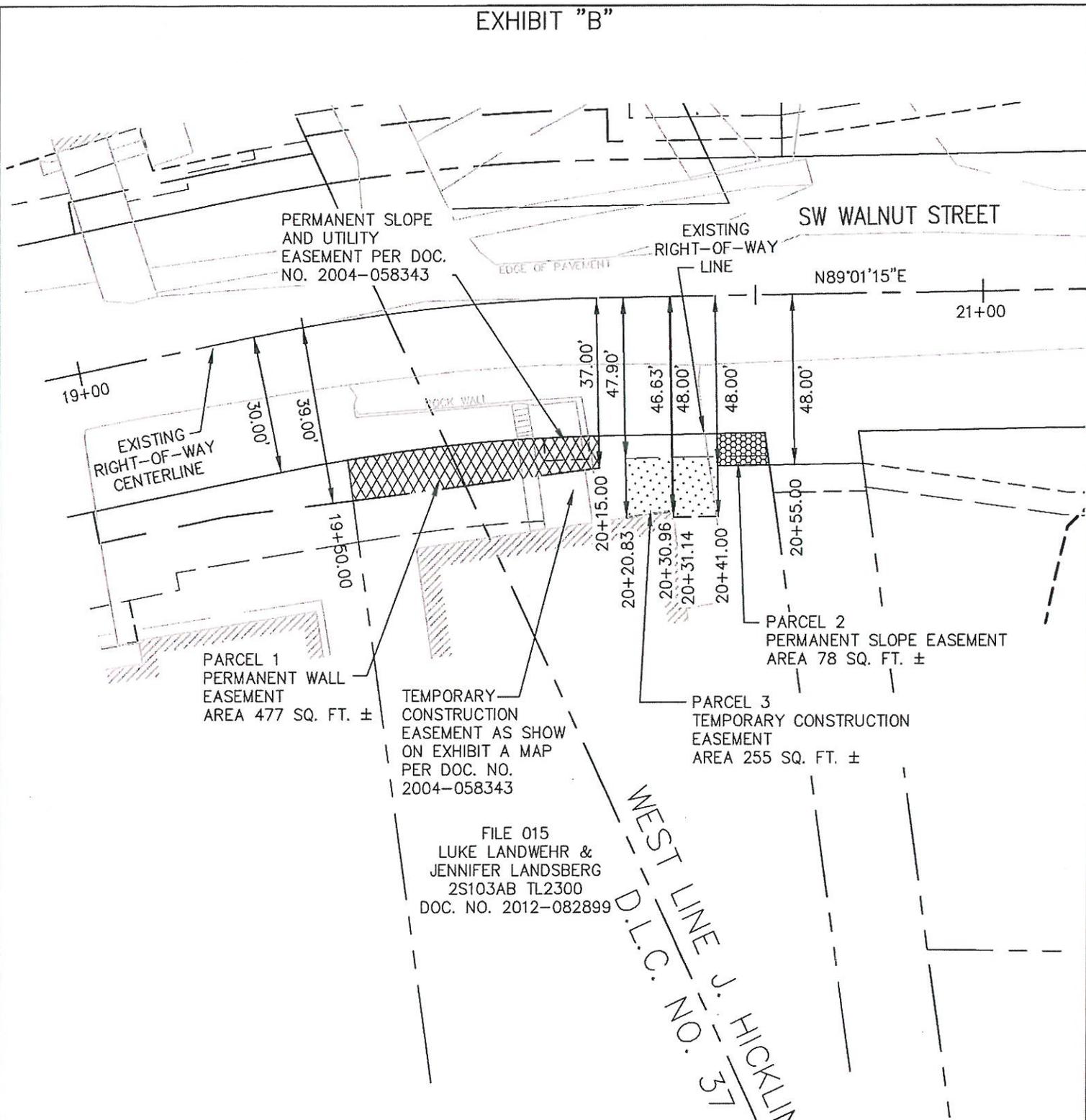
(p. 3)

Station to Station	Offset Distances Southerly of S.W. Walnut Street Centerline
20+20.83 to 20+30.96	47.90 feet along a straight line to 46.63 feet
20+30.96 to 20+31.14	46.63 feet along a straight line to 48.00 feet
20+31.14 to 20+41.00	48.00 feet parallel with the centerline

Excepting therefrom, all that portion of said parcel lying within the temporary construction easement as shown on exhibit A map recorded in Document No. 2004-058344, Washington County Records and all that portion of said parcel lying with the existing right-of-way of S.W. Walnut Street.

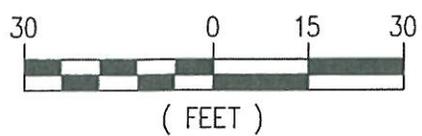
The parcel of land to which this description applies contains 255 square feet, more or less.





FILE 015
 LUKE LANDWEHR &
 JENNIFER LANDSBERG
 2S103AB TL2300
 DOC. NO. 2012-082899

WEST LINE J. HICKLIN
 D.L.C. NO. 37



LEGEND

	PERMANENT WALL EASEMENT (PARCEL 1)	477 SQ. FT. ±
	PERMANENT SLOPE EASEMENT (PARCEL 2)	78 SQ. FT. ±
	TEMPORARY CONSTRUCTION EASEMENT (PARCEL 3)	255 SQ. FT. ±

FILE NO.: 015
TAX LOT: 2300
TAX MAP: 2S103AB
ADDRESS: 11320 SW WALNUT ST.

SW WALNUT STREET
 (SW 116th-Tiedeman Avenue
 and SW 135th Avenue)
 WASHINGTON COUNTY PROJECT NO. 100187

SUBMITTAL DATE: 08/25/14
REVISED DATE:
REVISED DATE:
REVISED DATE:

WHPacific
 5725 SW Barnes Rd Suite 300
 Portland, OR 97225
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**FILE NO. 18
EXHIBIT "A"**

S.W. Walnut Street
(S.W. 116th Ave. to Tiedeman Ave.)
June 25, 2014
Parcel 1

County Road Project No.: 100187
File No.: 018
Assessors Map: 2S103AB
Tax Lot No.: 00406

PARCEL 1 (TEMPORARY CONSTRUCTION EASEMENT)

A parcel of land lying in the Northeast one-quarter of Section 3, Township 2 South, Range 1 West of the Willamette Meridian, City of Tigard, Washington County, Oregon and being a portion of that tract of land conveyed to Gary C. Smith and Anne H. Smith, by Statutory Warranty Deed, recorded July 28, 1989 in Document No. 89-34567, Washington County Book of Records, the said parcel also being all that portion of said property lying Southerly of a line delineated by following the below noted stations and offsets, Northerly of the centerline of realigned S.W. Walnut Street, as said centerline is described below.

S.W. WALNUT STREET CENTERLINE

A road centerline situated in Section 3, Township 2 South, Range 1 West, of the Willamette Meridian in Washington County, Oregon, and being more particularly described as follows:

Beginning at a point on line known as Station 10+00.00 (feet) of said re-aligned S.W. Walnut Street; from Whence a 5/8" iron rod with yellow plastic cap stamped "DEA Inc." in a monument box bears South 78°25'39" West a distance of 785.68 feet, as said iron rod is shown on Survey No. 29,259 as Station 2+14.32 (feet); Thence North 78°25'39" East a distance of 939.10 feet to a Point of Curvature shown on Survey No. 29,259 as Station 19+39.10 PC (feet); Thence along a 415.00 foot radius curve to the right, through a central angle of 10°35'36", an arc distance of 76.73 feet, subtended by a chord of North 83°43'27" East a distance of 76.62 feet a Point of Tangency at Station 20+15.83 PT (feet); Thence North 89°01'15" East a distance of 1376.62 feet to a Point of Curvature shown on Survey No. 29,259 as Station 33+92.45 PC (feet); Thence along a 275.00 foot radius curve to the right, through a central angle of 49°17'05", an arc distance of 236.55 feet, subtended by a chord of South 66°20'13" East a distance of 229.32 feet to a Point of Tangency at Station 36+29.00 PT (feet); Thence South 41°41'40" East a distance of 79.91 feet to the centerline Intersection of S.W. Walnut Street and S.W. Tiedeman Street, said Intersection being shown on Survey No. 29,259 as Station 37+08.91 (feet), the Point of Termination of this description.

Bearings are based upon Survey Number 29259, Washington County Survey Records.

(p. 2)

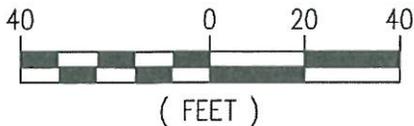
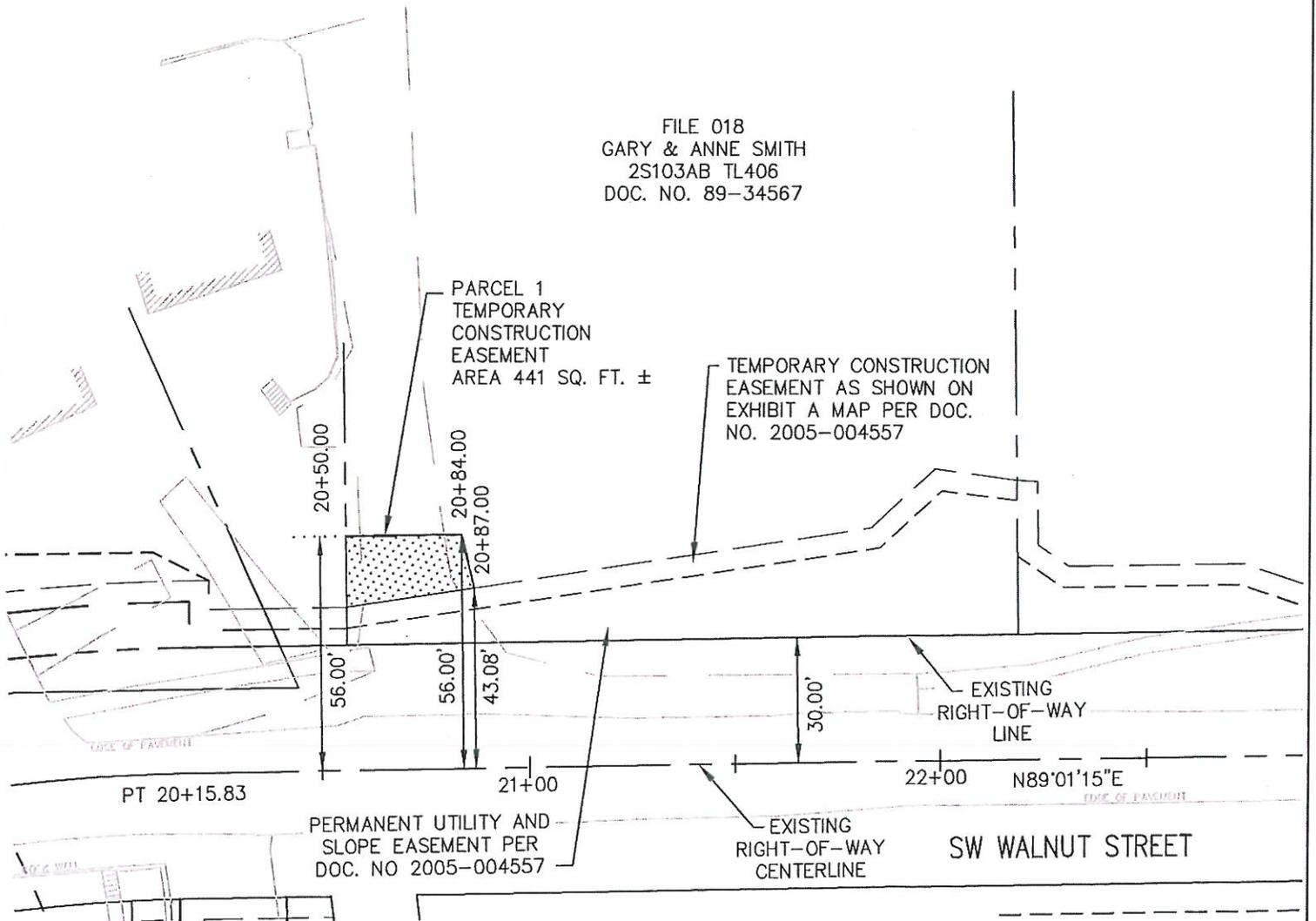
Station to Station	Offset Distances Northerly of S.W. Walnut Street Centerline
20+50.00 to 20+84.00	56.00 feet parallel with the centerline
20+84.00 to 20+87.00	56.00 feet along a straight line to 43.08 feet

Excepting therefrom, all that portion of said parcel lying within the temporary construction easement as shown on exhibit A map and the public utility, slope and drainage easement recorded in Document No. 2005-004557, Washington County Records and all that portion of said parcel lying within the existing right-of-way of S. W. Walnut Street.

The parcel of land to which this description applies contains 441 square feet, more or less.



FILE 018
 GARY & ANNE SMITH
 2S103AB TL406
 DOC. NO. 89-34567



LEGEND

TEMPORARY CONSTRUCTION EASEMENT (PARCEL 1) 441 SQ. FT. ±

FILE NO.: 018
 TAX LOT: 406
 TAX MAP: 2S103AB
 ADDRESS: 11275 SW WALNUT ST.

SW WALNUT STREET
 (SW 116th-Tiedeman Avenue
 and SW 135th Avenue)
 WASHINGTON COUNTY PROJECT NO. 100187

SUBMITTAL DATE: 06/25/14
 REVISED DATE:
 REVISED DATE:
 REVISED DATE:

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 DWG: 037633-V-EX18.dwg

**FILE NO. 19
EXHIBIT "A"**

S.W. Walnut Street
(S.W. 116th Ave. to Tiedeman Ave.)
June 25, 2014
Parcel 1

County Road Project No.: 100187
File No.: 019
Assessors Map: 2S103AB
Tax Lot No.: 00900

PARCEL 1 (TEMPORARY CONSTRUCTION EASEMENT)

A parcel of land lying in the Northeast one-quarter of Section 3, Township 2 South, Range 1 West of the Willamette Meridian, City of Tigard, Washington County, Oregon and being a portion of that tract of land conveyed to Kathleen Sanders, by Bargain and Sale Deed, recorded July 2, 2010 in Document No. 2010-050469, Washington County Book of Records, the said parcel also being all that portion of said property lying Northerly of a line delineated by following the below noted stations and offsets, Southerly of the centerline of realigned S.W. Walnut Street, as said centerline is described below.

S.W. WALNUT STREET CENTERLINE

A road centerline situated in Section 3, Township 2 South, Range 1 West, of the Willamette Meridian in Washington County, Oregon, and being more particularly described as follows:

Beginning at a point on line known as Station 10+00.00 (feet) of said re-aligned S.W. Walnut Street; from Whence a 5/8" iron rod with yellow plastic cap stamped "DEA Inc." in a monument box bears South 78°25'39" West a distance of 785.68 feet, as said iron rod is shown on Survey No. 29,259 as Station 2+14.32 (feet); Thence North 78°25'39" East a distance of 939.10 feet to a Point of Curvature shown on Survey No. 29,259 as Station 19+39.10 PC (feet); Thence along a 415.00 foot radius curve to the right, through a central angle of 10°35'36", an arc distance of 76.73 feet, subtended by a chord of North 83°43'27" East a distance of 76.62 feet a Point of Tangency at Station 20+15.83 PT (feet); Thence North 89°01'15" East a distance of 1376.62 feet to a Point of Curvature shown on Survey No. 29,259 as Station 33+92.45 PC (feet); Thence along a 275.00 foot radius curve to the right, through a central angle of 49°17'05", an arc distance of 236.55 feet, subtended by a chord of South 66°20'13" East a distance of 229.32 feet to a Point of Tangency at Station 36+29.00 PT (feet); Thence South 41°41'40" East a distance of 79.91 feet to the centerline Intersection of S.W. Walnut Street and S.W. Tiedeman Street, said Intersection being shown on Survey No. 29,259 as Station 37+08.91 (feet), the Point of Termination of this description.

Bearings are based upon Survey Number 29259, Washington County Survey Records.

Station to Station

22+97.25 to 23+25.00

**Offset Distances Southerly of S.W. Walnut
Street Centerline**

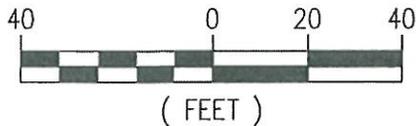
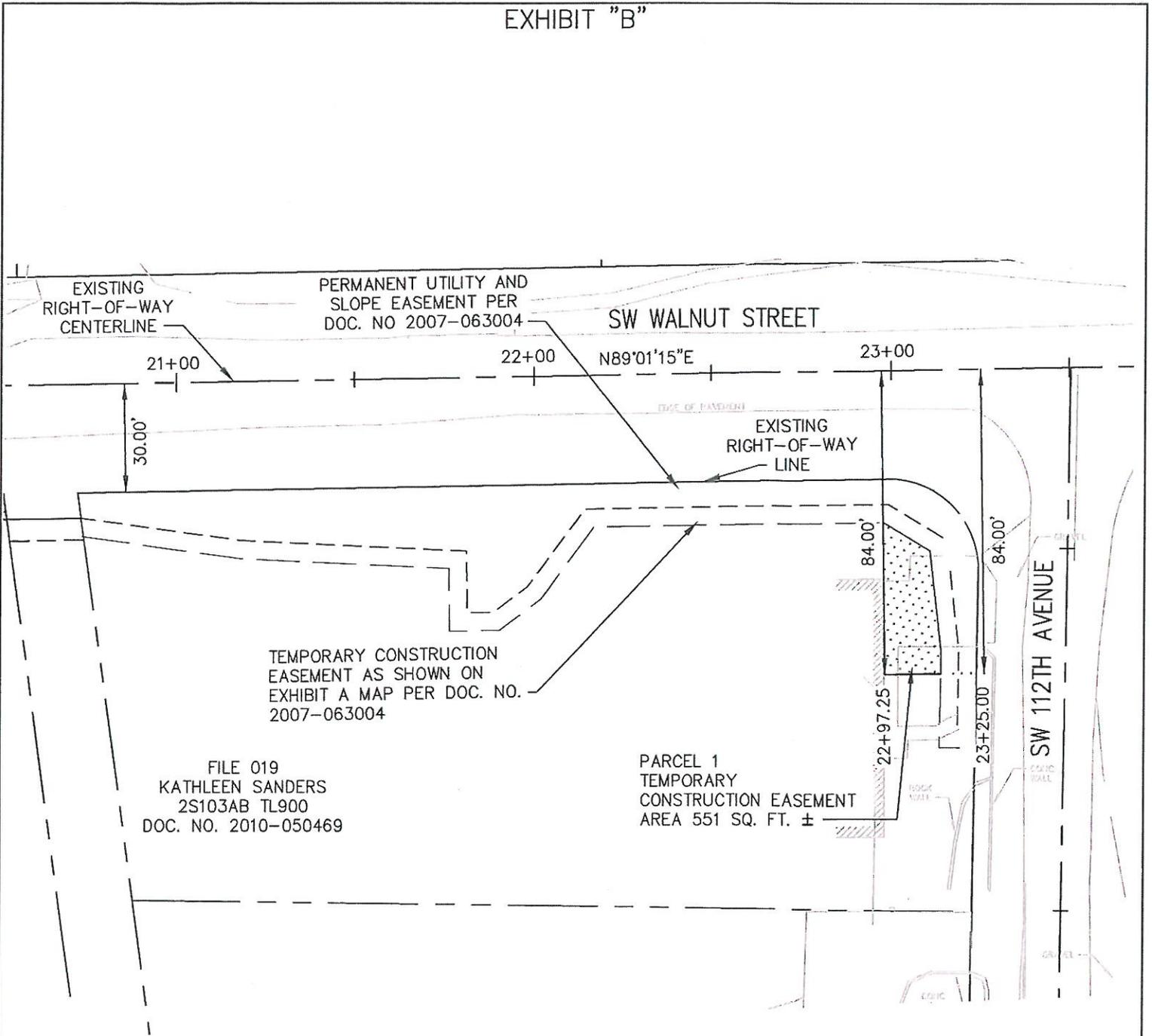
84.00 feet parallel with the centerline

Excepting therefrom, all that portion of said parcel lying within the temporary construction easement as shown on exhibit map A and the permanent utility and slope easement recorded in Document No. 2007-063004, Washington County Records and all that portion of said parcel lying within the existing rights of-way of S.W. Walnut Street and S.W. 112th Avenue.

The parcel of land to which this description applies contains 551 square feet, more or less.



FILE NO. 19
EXHIBIT "B"



LEGEND

TEMPORARY CONSTRUCTION EASEMENT (PARCEL 1) 551 SQ. FT. ±

FILE NO.: 019
TAX LOT: 900
TAX MAP: 2S103AB
ADDRESS: 12405 SW 112th AVENUE

SW WALNUT STREET
(SW 116th-Tiedeman Avenue
and SW 135th Avenue)
WASHINGTON COUNTY PROJECT NO. 100187

SUBMITTAL DATE: 06/25/14
REVISED DATE:
REVISED DATE:
REVISED DATE:

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**FILE NO. 20
EXHIBIT "A"**

S.W. Walnut Street
(S.W. 116th Ave. to Tiedeman Ave.)
June 25, 2014
Parcels 1 and 2

County Road Project No.: 100187
File No.: 020
Assessors Map: 2S103AB
Tax Lot No.: 00100

PARCEL 1 (PERMANENT SLOPE EASEMENT)

A parcel of land lying in the Northeast one-quarter of Section 3, Township 2 South, Range 1 West of the Willamette Meridian, City of Tigard, Washington County, Oregon and being a portion of that tract of land conveyed to Tigard-Tualatin School District 23J, by Statutory Bargain and Sale Deed, recorded December 10, 2010 in Document No. 2010-099760, Washington County Book of Records, the said parcel also being all that portion of said property lying Southerly of a line delineated by following the below noted stations and offsets, Northerly of the centerline of realigned S.W. Walnut Street, as said centerline is described below.

S.W. WALNUT STREET CENTERLINE

A road centerline situated in Section 3, Township 2 South, Range 1 West, of the Willamette Meridian in Washington County, Oregon, and being more particularly described as follows:

Beginning at a point on line known as Station 10+00.00 (feet) of said re-aligned S.W. Walnut Street; from Whence a 5/8" iron rod with yellow plastic cap stamped "DEA Inc." in a monument box bears South 78°25'39" West a distance of 785.68 feet, as said iron rod is shown on Survey No. 29,259 as Station 2+14.32 (feet); Thence North 78°25'39" East a distance of 939.10 feet to a Point of Curvature shown on Survey No. 29,259 as Station 19+39.10 PC (feet); Thence along a 415.00 foot radius curve to the right, through a central angle of 10°35'36", an arc distance of 76.73 feet, subtended by a chord of North 83°43'27" East a distance of 76.62 feet a Point of Tangency at Station 20+15.83 PT (feet); Thence North 89°01'15" East a distance of 1376.62 feet to a Point of Curvature shown on Survey No. 29,259 as Station 33+92.45 PC (feet); Thence along a 275.00 foot radius curve to the right, through a central angle of 49°17'05", an arc distance of 236.55 feet, subtended by a chord of South 66°20'13" East a distance of 229.32 feet to a Point of Tangency at Station 36+29.00 PT (feet); Thence South 41°41'40" East a distance of 79.91 feet to the centerline Intersection of S.W. Walnut Street and S.W. Tiedeman Street, said Intersection being shown on Survey No. 29,259 as Station 37+08.91 (feet), the Point of Termination of this description.

Bearings are based upon Survey Number 29259, Washington County Survey Records.

Station to Station	Offset Distances Northerly of S.W. Walnut Street Centerline
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23+33.00 to 24+31.00

31.00 feet along a straight line to 33.50 feet

Excepting therefrom, all that portion of said parcel lying within the existing right-of-way of S.W. Walnut Street.

The parcel of land to which this description applies contains 216 square feet, more or less.

PARCEL 2 (TEMPORARY CONSTRUCTION EASEMENT)

A parcel of land lying in the Northeast one-quarter of Section 3, Township 2 South, Range 1 West of the Willamette Meridian, City of Tigard, Washington County, Oregon and being a portion of that tract of land conveyed to Tigard-Tualatin School District 23J, by Statutory Bargain and Sale Deed, recorded December 10, 2010 in Document No. 2010-099760, Washington County Book of Records, the said parcel also being all that portion of said property lying Southerly of a line delineated by following the below noted stations and offsets, Northerly of the centerline of realigned S.W. Walnut Street, as said centerline is described below.

Station to Station	Offset Distances Northerly of S.W. Walnut Street Centerline
26+10.00 to 26+55.00	125.00 feet parallel with the centerline
26+98.00 to 27+15.00	68.00 feet parallel with the centerline

Excepting therefrom, all that portion of said parcel lying within the temporary construction easement as shown on exhibit map A and the permanent utility, slope and drainage easement recorded in Document No. 2005-052005, Washington County Records and all that portion of said parcel lying within the existing right-of-way of S.W. Walnut Street.

The parcel of land to which this description applies contains 4,040 square feet, more or less.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Scott M. Grubbs

OREGON
JULY 13, 2004
SCOTT M. GRUBBS
54728

RENEWAL: 06-30-15

FILE NO. 21
EXHIBIT "A"



S.W. Walnut Street
(S.W. 116th Ave. to Tiedeman Ave.)
June 25, 2014
Parcels 1 and 2

County Road Project No.: 100187
File No.: 021
Assessors Map: 2S103AB
Tax Lot No.: 01000

PARCEL 1 (PERMANENT WALL EASEMENT)

A parcel of land lying in the Northeast one-quarter of Section 3, Township 2 South, Range 1 West of the Willamette Meridian, City of Tigard, Washington County, Oregon and being a portion of that tract of land conveyed to Andrew D. Rogers and Angele D. Rogers, by Statutory Bargain and Sale Deed, recorded April 2, 2010 in Document No. 2010-024907, Washington County Book of Records, the said parcel also being all that portion of said property lying Northerly of a line delineated by following the below noted stations and offsets, Southerly of the centerline of realigned S.W. Walnut Street, as said centerline is described below.

S.W. WALNUT STREET CENTERLINE

A road centerline situated in Section 3, Township 2 South, Range 1 West, of the Willamette Meridian in Washington County, Oregon, and being more particularly described as follows:

Beginning at a point on line known as Station 10+00.00 (feet) of said re-aligned S.W. Walnut Street; from Whence a 5/8" iron rod with yellow plastic cap stamped "DEA Inc." in a monument box bears South 78°25'39" West a distance of 785.68 feet, as said iron rod is shown on Survey No. 29,259 as Station 2+14.32 (feet); Thence North 78°25'39" East a distance of 939.10 feet to a Point of Curvature shown on Survey No. 29,259 as Station 19+39.10 PC (feet); Thence along a 415.00 foot radius curve to the right, through a central angle of 10°35'36", an arc distance of 76.73 feet, subtended by a chord of North 83°43'27" East a distance of 76.62 feet a Point of Tangency at Station 20+15.83 PT (feet); Thence North 89°01'15" East a distance of 1376.62 feet to a Point of Curvature shown on Survey No. 29,259 as Station 33+92.45 PC (feet); Thence along a 275.00 foot radius curve to the right, through a central angle of 49°17'05", an arc distance of 236.55 feet, subtended by a chord of South 66°20'13" East a distance of 229.32 feet to a Point of Tangency at Station 36+29.00 PT (feet); Thence South 41°41'40" East a distance of 79.91 feet to the centerline Intersection of S.W. Walnut Street and S.W. Tiedeman Street, said Intersection being shown on Survey No. 29,259 as Station 37+08.91 (feet), the Point of Termination of this description.

Bearings are based upon Survey Number 29259, Washington County Survey Records.

Station to Station

Offset Distances Southerly of S.W. Walnut Street Centerline

FILE NO. 21
EXHIBIT "A"

(p. 2)



23+70.00 to 23+79.00	95.00 feet parallel with the centerline
23+79.00 to 23+84.00	57.00 feet along a straight line to 42.00 feet
23+84.00 to 24+00.00	42.00 feet along a straight line to 36.00 feet
24+00.00 to 24+80.00	36.00 feet parallel with the centerline

Excepting therefrom, all that portion of said parcel lying within the existing rights of-way of S.W. Walnut Street and S.W. 112th Avenue.

The parcel of land to which this description applies contains 923 square feet, more or less.

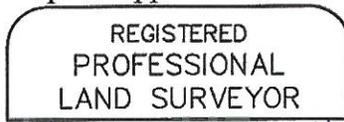
PARCEL 2 (TEMPORARY CONSTRUCTION EASEMENT)

A parcel of land lying in the Northeast one-quarter of Section 3, Township 2 South, Range 1 West of the Willamette Meridian, City of Tigard, Washington County, Oregon and being a portion of that tract of land conveyed to Andrew D. Rogers and Angele D. Rogers, by Statutory Bargain and Sale Deed, recorded April 2, 2010 in Document No. 2010-024907, Washington County Book of Records, the said parcel also being all that portion of said property lying Northerly of a line delineated by following the below noted stations and offsets, Southerly of the centerline of realigned S.W. Walnut Street, as said centerline is described below.

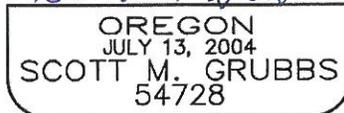
Station to Station	Offset Distances Southerly of S.W. Walnut Street Centerline
24+75.00 to 24+78.00	51.66 feet along a straight line to 68.00 feet
24+78.00 to 25+10.00	68.00 feet parallel with the centerline

Excepting therefrom, all that portion of said parcel lying within the temporary construction easement as shown on exhibit A map in recorded Document No. 2004-092160 and the existing right of-way of S.W. Walnut Street and all that portion lying within the above Parcel 1.

The parcel of land to which this description applies contains 411 square feet, more or less.



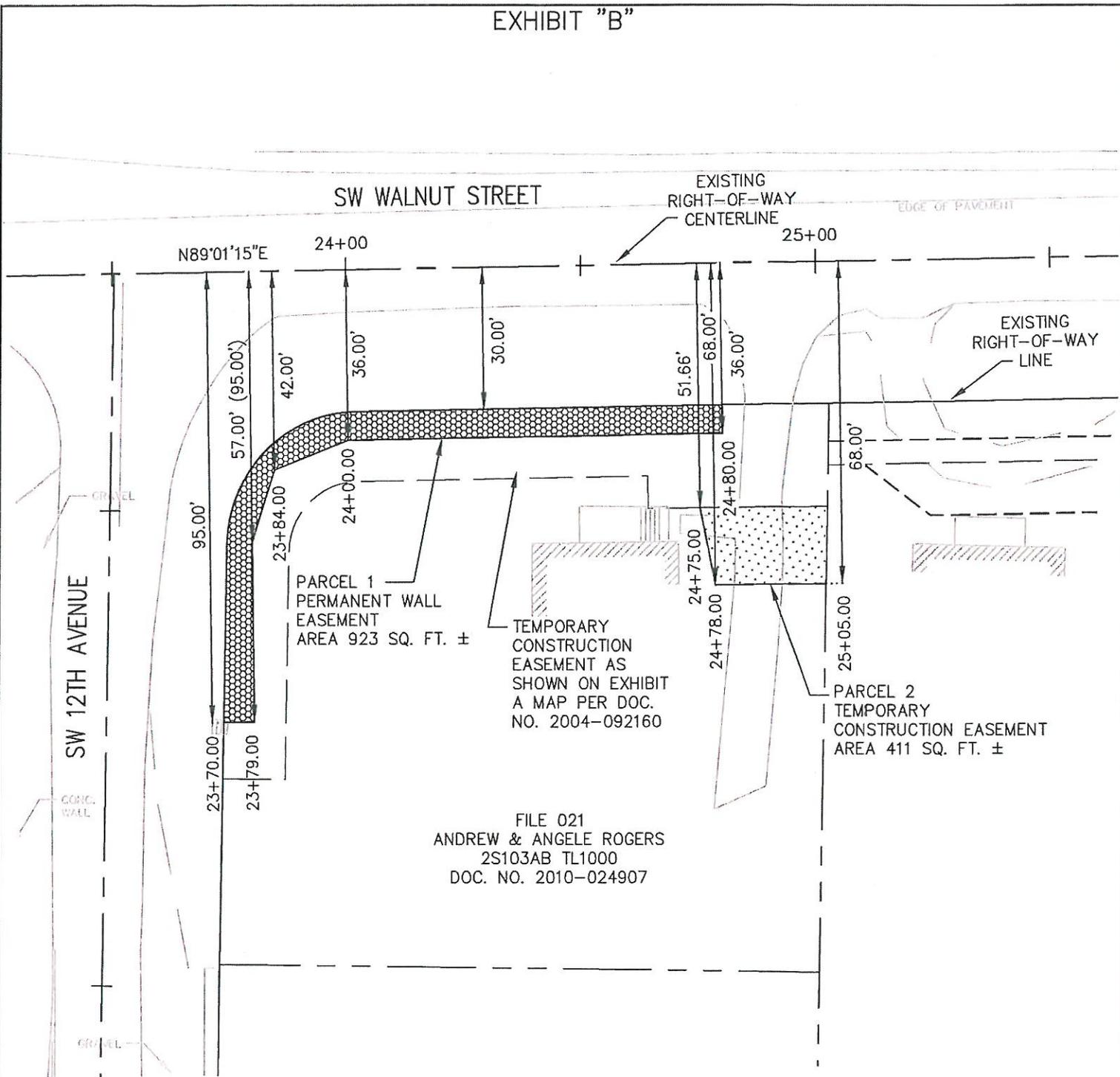
Scott M. Grubbs



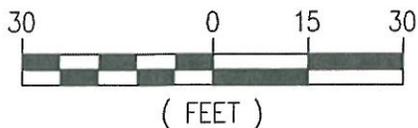
RENEWAL: 06-30-15



FILE NO. 21
EXHIBIT "B"



FILE 021
ANDREW & ANGELE ROGERS
2S103AB TL1000
DOC. NO. 2010-024907



LEGEND

- PERMANENT WALL EASEMENT (PARCEL 1) 923 SQ. FT. ±
- TEMPORARY CONSTRUCTION EASEMENT (PARCEL 2) 411 SQ. FT. ±

FILE NO.: 021 TAX LOT: 1000 TAX MAP: 2S103AB ADDRESS: 11130 SW WALNUT ST.	SW WALNUT STREET (SW 116th-Tiedeman Avenue and SW 135th Avenue) WASHINGTON COUNTY PROJECT NO. 100187	SUBMITTAL DATE: 06/25/14 REVISED DATE: REVISED DATE: REVISED DATE:	9750 SW 8th Ave, Suite 300 Portland, OR 97225 503.254-0455 Fax 503.526-0715 www.whpacific.com DWG: 037633-V-EX21.dwg
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FILE NO. 22
EXHIBIT "A"

S.W. Walnut Street
(S.W. 116th Ave. to Tiedeman Ave.)
June 25, 2014
Parcel 1

County Road Project No.: 100187
File No.: 022
Assessors Map: 2S103AB
Tax Lot No.: 01100

PARCEL 1 (TEMPORARY CONSTRUCTION EASEMENT)

A parcel of land lying in the Northeast one-quarter of Section 3, Township 2 South, Range 1 West of the Willamette Meridian, City of Tigard, Washington County, Oregon and being a portion of that tract of land conveyed to Stephen M. Kahn and Ann L. Kahn, by Statutory Warranty Deed, recorded August 13, 1991 in Document No. 91044036, Washington County Book of Records, the said parcel also being all that portion of said property lying Northerly of a line delineated by following the below noted stations and offsets, Southerly of the centerline of realigned S.W. Walnut Street, as said centerline is described below.

S.W. WALNUT STREET CENTERLINE

A road centerline situated in Section 3, Township 2 South, Range 1 West, of the Willamette Meridian in Washington County, Oregon, and being more particularly described as follows:

Beginning at a point on line known as Station 10+00.00 (feet) of said re-aligned S.W. Walnut Street; from Whence a 5/8" iron rod with yellow plastic cap stamped "DEA Inc." in a monument box bears South 78°25'39" West a distance of 785.68 feet, as said iron rod is shown on Survey No. 29,259 as Station 2+14.32 (feet); Thence North 78°25'39" East a distance of 939.10 feet to a Point of Curvature shown on Survey No. 29,259 as Station 19+39.10 PC (feet); Thence along a 415.00 foot radius curve to the right, through a central angle of 10°35'36", an arc distance of 76.73 feet, subtended by a chord of North 83°43'27" East a distance of 76.62 feet a Point of Tangency at Station 20+15.83 PT (feet); Thence North 89°01'15" East a distance of 1376.62 feet to a Point of Curvature shown on Survey No. 29,259 as Station 33+92.45 PC (feet); Thence along a 275.00 foot radius curve to the right, through a central angle of 49°17'05", an arc distance of 236.55 feet, subtended by a chord of South 66°20'13" East a distance of 229.32 feet to a Point of Tangency at Station 36+29.00 PT (feet); Thence South 41°41'40" East a distance of 79.91 feet to the centerline Intersection of S.W. Walnut Street and S.W. Tiedeman Street, said Intersection being shown on Survey No. 29,259 as Station 37+08.91 (feet), the Point of Termination of this description.

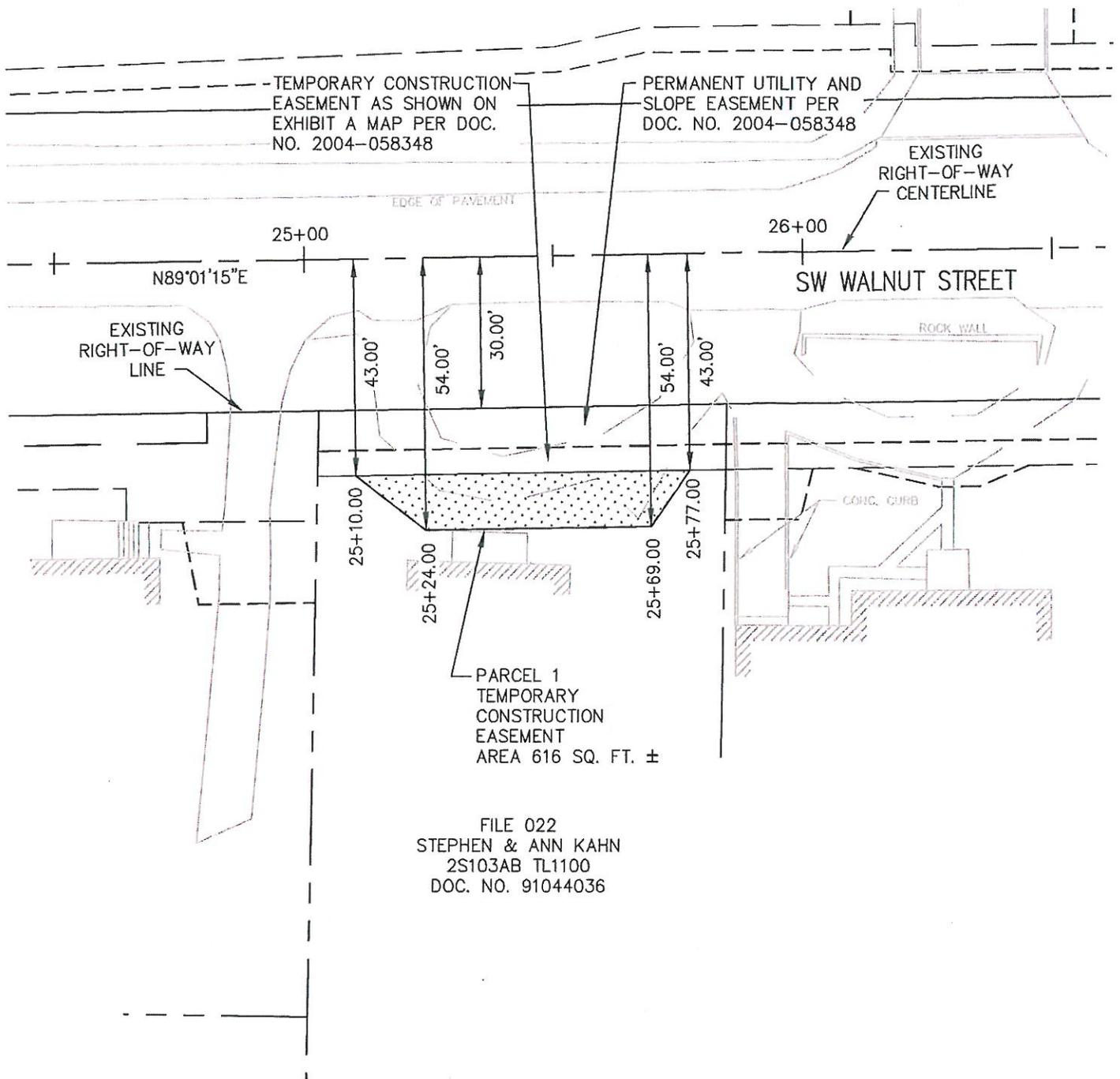
Bearings are based upon Survey Number 29259, Washington County Survey Records.

Station to Station	Offset Distances Southerly of S.W. Walnut Street Centerline
25+10.00 to 25+24.00	43.00 feet along a straight line to 54.00 feet
25+24.00 to 25+69.00	54.00 feet parallel with the centerline
25+69.00 to 25+77.00	54.00 feet along a straight line to 43.00 feet

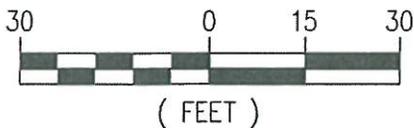
Excepting therefrom, all that portion of said parcel lying within the temporary construction easement as shown on exhibit map A and the permanent utility and slope easement recorded in Document No. 2004-058348, Washington County Records and all that portion of said parcel lying within the existing right-of-way of S.W. Walnut Street.

The parcel of land to which this description applies contains 616 square feet, more or less.





FILE 022
 STEPHEN & ANN KAHN
 2S103AB TL1100
 DOC. NO. 91044036



LEGEND

TEMPORARY CONSTRUCTION EASEMENT (PARCEL 1) 616 SQ. FT. ±

FILE NO.: 022	SW WALNUT STREET (SW 116th-Tiedeman Avenue and SW 135th Avenue) WASHINGTON COUNTY PROJECT NO. 100187	SUBMITTAL DATE: 06/25/14	WHPacific <small>9755 SW Barona Rd. Suite 300 Portland, OR 97219 503-620-0455 Fax 503-620-0775 www.whpacific.com</small>
TAX LOT: 1100		REVISED DATE:	
TAX MAP: 2S103AB		REVISED DATE:	
ADDRESS: 11110 SW WALNUT ST.		REVISED DATE:	
		DWG: 037633-V-EX22.dwg	

**FILE NO. 23
EXHIBIT "A"**

S.W. Walnut Street
(S.W. 116th Ave. to Tiedeman Ave.)
June 25, 2014
Parcel 1

County Road Project No.: 100187
File No.: 023
Assessors Map: 2S103AB
Tax Lot No.: 01201

PARCEL 1 (TEMPORARY CONSTRUCTION EASEMENT)

A parcel of land lying in the Northeast one-quarter of Section 3, Township 2 South, Range 1 West of the Willamette Meridian, City of Tigard, Washington County, Oregon and being a portion of that tract of land conveyed to H. DeWitte Boyd and Rosa Marie Boyd, by Warranty Deed, recorded December 5, 1962 in Book 476, Page 391, Washington County Book of Records, the said parcel also being all that portion of said property lying Northerly of a line delineated by following the below noted stations and offsets, Southerly of the centerline of realigned S.W. Walnut Street, as said centerline is described below.

S.W. WALNUT STREET CENTERLINE

A road centerline situated in Section 3, Township 2 South, Range 1 West, of the Willamette Meridian in Washington County, Oregon, and being more particularly described as follows:

Beginning at a point on line known as Station 10+00.00 (feet) of said re-aligned S.W. Walnut Street; from Whence a 5/8" iron rod with yellow plastic cap stamped "DEA Inc." in a monument box bears South 78°25'39" West a distance of 785.68 feet, as said iron rod is shown on Survey No. 29,259 as Station 2+14.32 (feet); Thence North 78°25'39" East a distance of 939.10 feet to a Point of Curvature shown on Survey No. 29,259 as Station 19+39.10 PC (feet); Thence along a 415.00 foot radius curve to the right, through a central angle of 10°35'36", an arc distance of 76.73 feet, subtended by a chord of North 83°43'27" East a distance of 76.62 feet a Point of Tangency at Station 20+15.83 PT (feet); Thence North 89°01'15" East a distance of 1376.62 feet to a Point of Curvature shown on Survey No. 29,259 as Station 33+92.45 PC (feet); Thence along a 275.00 foot radius curve to the right, through a central angle of 49°17'05", an arc distance of 236.55 feet, subtended by a chord of South 66°20'13" East a distance of 229.32 feet to a Point of Tangency at Station 36+29.00 PT (feet); Thence South 41°41'40" East a distance of 79.91 feet to the centerline Intersection of S.W. Walnut Street and S.W. Tiedeman Street, said Intersection being shown on Survey No. 29,259 as Station 37+08.91 (feet), the Point of Termination of this description.

Bearings are based upon Survey Number 29259, Washington County Survey Records.

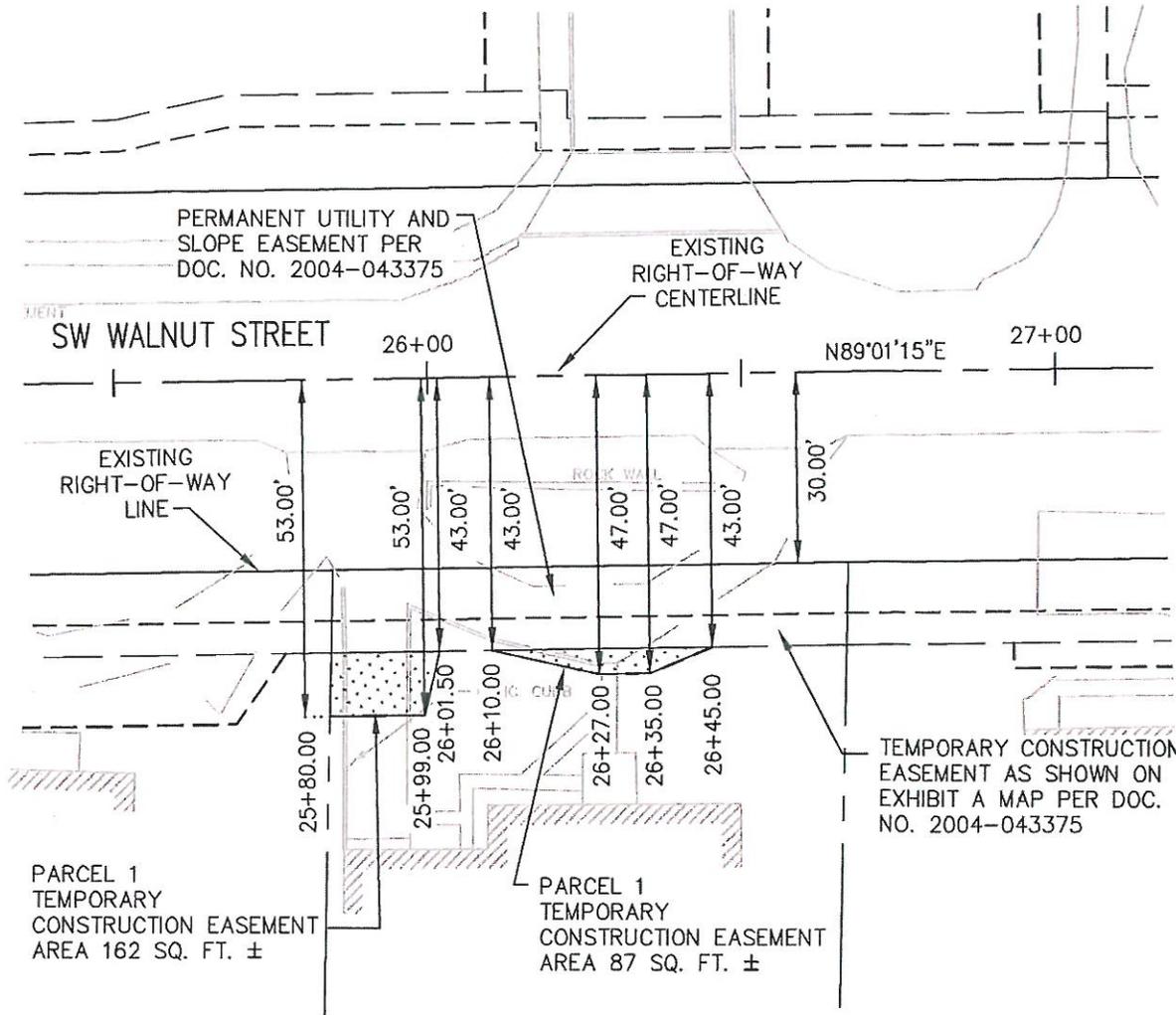
(p. 2)

Station to Station	Offset Distances Southerly of S.W. Walnut Street Centerline
25+80.00 to 25+99.00	53.00 feet parallel with the centerline
25+99.00 to 26+01.50	53.00 feet along a straight line to 43.00 feet
26+10.00 to 26+27.00	43.00 feet along a straight line to 47.00 feet
26+27.00 to 26+35.00	47.00 feet parallel with the centerline
26+35.00 to 26+45.00	47.00 feet along a straight line to 43.00 feet

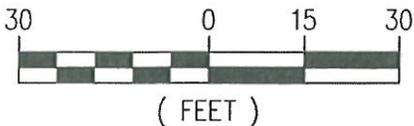
Excepting therefrom, all that portion of said parcel lying within the temporary construction easement as shown on exhibit map A and the permanent utility and slope easement recorded in Document No. 2004-043375, Washington County Records and all that portion of said parcel lying within the existing right-of-way of S.W. Walnut Street.

The parcel of land to which this description applies contains 249 square feet, more or less.





FILE 023
 DEWITTE & ROSA BOYD
 2S103AB TL1201
 BOOK 476, PAGE 391



LEGEND

TEMPORARY CONSTRUCTION EASEMENT (PARCEL 1) 249 SQ. FT. ±

FILE NO.: 023
 TAX LOT: 2101
 TAX MAP: 2S103AB
 ADDRESS: 11070 SW WALNUT ST.

SW WALNUT STREET
 (SW 116th-Tiedeman Avenue
 and SW 135th Avenue)
 WASHINGTON COUNTY PROJECT NO. 100187

SUBMITTAL DATE: 06/25/14
 REVISED DATE:
 REVISED DATE:
 REVISED DATE:

WHPacific
 9755 SW Barnes Rd. Suite 300
 Portland, OR 97225
 503-606-0455 Fax 503-526-0776
 www.whpacific.com
 DWG: 037633-V-EX23.dwg

**FILE NO. 24
EXHIBIT "A"**

S.W. Walnut Street
(S.W. 116th Ave. to Tiedeman Ave.)
June 25, 2014
Parcel 1

County Road Project No.: 100187
File No.: 024
Assessors Map: 2S103AA
Tax Lot No.: 00801

PARCEL 1 (TEMPORARY CONSTRUCTION EASEMENT)

A parcel of land lying in the Northeast one-quarter of Section 3, Township 2 South, Range 1 West of the Willamette Meridian, City of Tigard, Washington County, Oregon and being a portion of that tract of land conveyed to Edward D. Fackler and Colene K. Fackler, by Warranty Deed, recorded December 29, 1992 in Document No. 92093207, Washington County Book of Records, the said parcel also being all that portion of said property lying Northerly of a line delineated by following the below noted stations and offsets, Southerly of the centerline of realigned S.W. Walnut Street, as said centerline is described below.

S.W. WALNUT STREET CENTERLINE

A road centerline situated in Section 3, Township 2 South, Range 1 West, of the Willamette Meridian in Washington County, Oregon, and being more particularly described as follows:

Beginning at a point on line known as Station 10+00.00 (feet) of said re-aligned S.W. Walnut Street; from Whence a 5/8" iron rod with yellow plastic cap stamped "DEA Inc." in a monument box bears South 78°25'39" West a distance of 785.68 feet, as said iron rod is shown on Survey No. 29,259 as Station 2+14.32 (feet); Thence North 78°25'39" East a distance of 939.10 feet to a Point of Curvature shown on Survey No. 29,259 as Station 19+39.10 PC (feet); Thence along a 415.00 foot radius curve to the right, through a central angle of 10°35'36", an arc distance of 76.73 feet, subtended by a chord of North 83°43'27" East a distance of 76.62 feet a Point of Tangency at Station 20+15.83 PT (feet); Thence North 89°01'15" East a distance of 1376.62 feet to a Point of Curvature shown on Survey No. 29,259 as Station 33+92.45 PC (feet); Thence along a 275.00 foot radius curve to the right, through a central angle of 49°17'05", an arc distance of 236.55 feet, subtended by a chord of South 66°20'13" East a distance of 229.32 feet to a Point of Tangency at Station 36+29.00 PT (feet); Thence South 41°41'40" East a distance of 79.91 feet to the centerline Intersection of S.W. Walnut Street and S.W. Tiedeman Street, said Intersection being shown on Survey No. 29,259 as Station 37+08.91 (feet), the Point of Termination of this description.

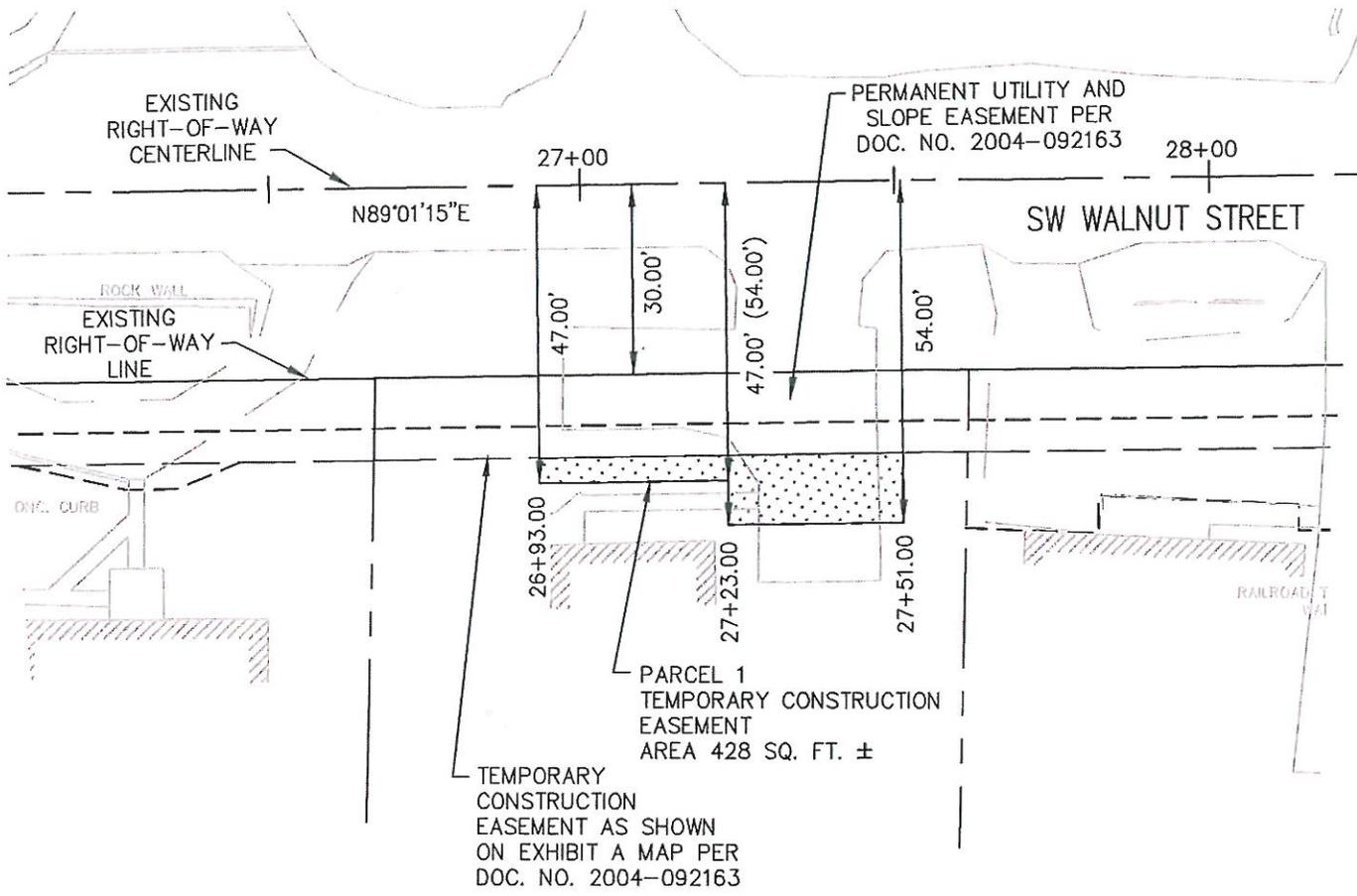
Bearings are based upon Survey Number 29259, Washington County Survey Records.

Station to Station	Offset Distances Southerly of S.W. Walnut Street Centerline
26+93.00 to 27+23.00	47.00 feet parallel with the centerline
27+23.00 to 27+51.00	54.00 feet parallel with the centerline

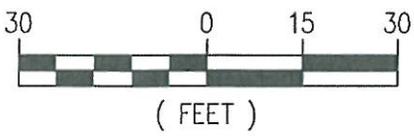
Excepting therefrom, all that portion of said parcel lying within the temporary construction easement as shown on exhibit map A and the permanent utility and slope easement recorded in Document No. 2004-092163, Washington County Records and all that portion of said parcel lying within the existing right-of-way of S.W. Walnut Street.

The parcel of land to which this description applies contains 428 square feet, more or less.





FILE 024
 EDWARD & COLENE FACKLER
 2S103AA TL801
 DOC NO. 92093207



LEGEND

TEMPORARY CONSTRUCTION EASEMENT (PARCEL 1) 428 SQ. FT. ±

FILE NO.: 024
TAX LOT: 801
TAX MAP: 2S103AA
ADDRESS: 11030 SW WALNUT ST.

SW WALNUT STREET
 (SW 116th-Tiedeman Avenue
 and SW 135th Avenue)
 WASHINGTON COUNTY PROJECT NO. 100187

SUBMITTAL DATE: 06/25/14
REVISED DATE:
REVISED DATE:
REVISED DATE:

WHPacific
9755 S.W. Barnes Rd. Suite 300
 Portland, OR 97225
 503-676-0456 Fax 503-526-0775
 www.whpacific.com

DWG: 037633-V-EX24.dwg

**FILE NO. 25
EXHIBIT "A"**

S.W. Walnut Street
(S.W. 116th Ave. to Tiedeman Ave.)
June 25, 2014
Parcel 1

County Road Project No.: 100187
File No.: 025
Assessors Map: 2S103AA
Tax Lot No.: 00301

PARCEL 1 (TEMPORARY CONSTRUCTION EASEMENT)

A parcel of land lying in the Northeast one-quarter of Section 3, Township 2 South, Range 1 West of the Willamette Meridian, City of Tigard, Washington County, Oregon and being a portion of that tract of land conveyed to Shirley Ann Hintz, by Quitclaim Deed, recorded May 6, 2004 in Document No. 2004-050043, Washington County Book of Records, the said parcel also being all that portion of said property lying Southerly of a line delineated by following the below noted stations and offsets, Northerly of the centerline of realigned S.W. Walnut Street, as said centerline is described below.

S.W. WALNUT STREET CENTERLINE

A road centerline situated in Section 3, Township 2 South, Range 1 West, of the Willamette Meridian in Washington County, Oregon, and being more particularly described as follows:

Beginning at a point on line known as Station 10+00.00 (feet) of said re-aligned S.W. Walnut Street; from Whence a 5/8" iron rod with yellow plastic cap stamped "DEA Inc." in a monument box bears South 78°25'39" West a distance of 785.68 feet, as said iron rod is shown on Survey No. 29,259 as Station 2+14.32 (feet); Thence North 78°25'39" East a distance of 939.10 feet to a Point of Curvature shown on Survey No. 29,259 as Station 19+39.10 PC (feet); Thence along a 415.00 foot radius curve to the right, through a central angle of 10°35'36", an arc distance of 76.73 feet, subtended by a chord of North 83°43'27" East a distance of 76.62 feet a Point of Tangency at Station 20+15.83 PT (feet); Thence North 89°01'15" East a distance of 1376.62 feet to a Point of Curvature shown on Survey No. 29,259 as Station 33+92.45 PC (feet); Thence along a 275.00 foot radius curve to the right, through a central angle of 49°17'05", an arc distance of 236.55 feet, subtended by a chord of South 66°20'13" East a distance of 229.32 feet to a Point of Tangency at Station 36+29.00 PT (feet); Thence South 41°41'40" East a distance of 79.91 feet to the centerline Intersection of S.W. Walnut Street and S.W. Tiedeman Street, said Intersection being shown on Survey No. 29,259 as Station 37+08.91 (feet), the Point of Termination of this description.

Bearings are based upon Survey Number 29259, Washington County Survey Records.

(p. 2)

Station to Station

**Offset Distances Northerly of S.W. Walnut
Street Centerline**

27+05.00 to 27+20.00

68.00 feet parallel with the centerline

Excepting therefrom, all that portion of said parcel lying within the temporary construction easement as shown on exhibit A map and the permanent slope easement recorded in Document No. 2004-083282, Washington County Records and all that portion of said parcel lying within the existing right-of-way of S.W. Walnut Street.

The parcel of land to which this description applies contains 266 square feet, more or less.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

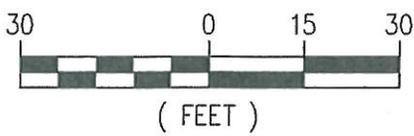
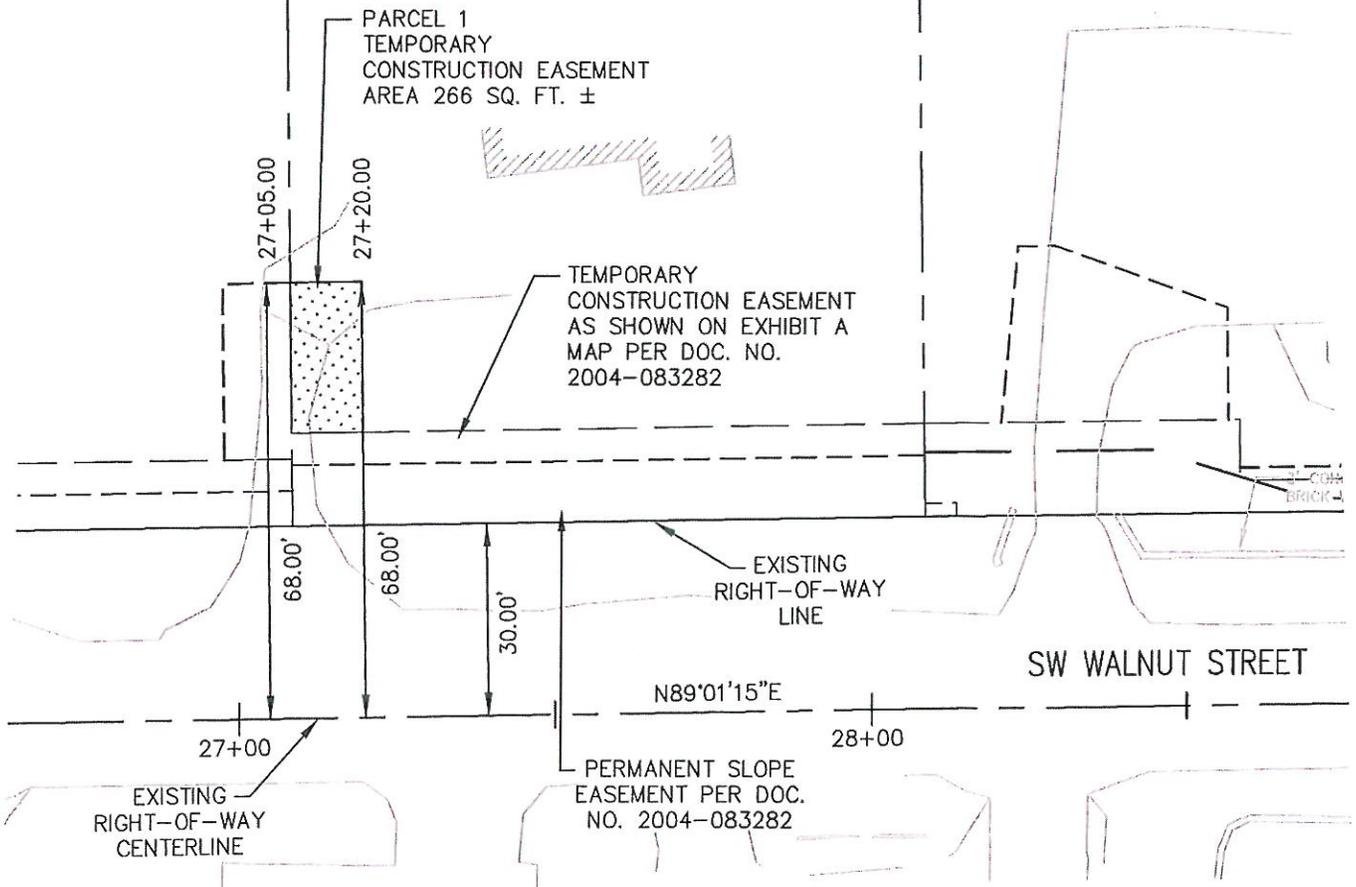
Scott M. Grubbs

OREGON
JULY 13, 2004
SCOTT M. GRUBBS
54728

RENEWAL: 06-30-15

FILE NO. 25
EXHIBIT "B"

FILE 025
SHIRLEY HINTZ
2S103AA TL301
DOC. NO. 2004-050043



LEGEND

 TEMPORARY CONSTRUCTION EASEMENT (PARCEL 1) 266 SQ. FT. ±

FILE NO.: 025
TAX LOT: 301
TAX MAP: 2S103AA
ADDRESS: 11015 SW WALNUT ST.

SW WALNUT STREET
(SW 116th-Tiedeman Avenue
and SW 135th Avenue)
WASHINGTON COUNTY PROJECT NO. 100187

SUBMITTAL DATE: 06/25/14
REVISED DATE:
REVISED DATE:
REVISED DATE:

WHPacific
9755 SW Barnes Rd. Suite 300
Portland, OR 97225
503-626-0455 Fax 503-626-0775
www.whpacific.com

DWG: 037633-V-EX25.dwg

FILE NO. 26
EXHIBIT "A"

S.W. Walnut Street
(S.W. 116th Ave. to Tiedeman Ave.)
June 25, 2014
Parcel 1

County Road Project No.: 100187
File No.: 026
Assessors Map: 2S103AA
Tax Lot No.: 00900

PARCEL 1 (TEMPORARY CONSTRUCTION EASEMENT)

A parcel of land lying in the Northeast one-quarter of Section 3, Township 2 South, Range 1 West of the Willamette Meridian, City of Tigard, Washington County, Oregon and being a portion of that tract of land conveyed to David A. Kephart by Statutory Warranty Deed, recorded July 6, 20012 in Document No. 2012-055248, Washington County Book of Records, the said parcel also being all that portion of said property lying Northerly of a line delineated by following the below noted stations and offsets, Southerly of the centerline of realigned S.W. Walnut Street, as said centerline is described below.

S.W. WALNUT STREET CENTERLINE

A road centerline situated in Section 3, Township 2 South, Range 1 West, of the Willamette Meridian in Washington County, Oregon, and being more particularly described as follows:

Beginning at a point on line known as Station 10+00.00 (feet) of said re-aligned S.W. Walnut Street; from Whence a 5/8" iron rod with yellow plastic cap stamped "DEA Inc." in a monument box bears South 78°25'39" West a distance of 785.68 feet, as said iron rod is shown on Survey No. 29,259 as Station 2+14.32 (feet); Thence North 78°25'39" East a distance of 939.10 feet to a Point of Curvature shown on Survey No. 29,259 as Station 19+39.10 PC (feet); Thence along a 415.00 foot radius curve to the right, through a central angle of 10°35'36", an arc distance of 76.73 feet, subtended by a chord of North 83°43'27" East a distance of 76.62 feet a Point of Tangency at Station 20+15.83 PT (feet); Thence North 89°01'15" East a distance of 1376.62 feet to a Point of Curvature shown on Survey No. 29,259 as Station 33+92.45 PC (feet); Thence along a 275.00 foot radius curve to the right, through a central angle of 49°17'05", an arc distance of 236.55 feet, subtended by a chord of South 66°20'13" East a distance of 229.32 feet to a Point of Tangency at Station 36+29.00 PT (feet); Thence South 41°41'40" East a distance of 79.91 feet to the centerline Intersection of S.W. Walnut Street and S.W. Tiedeman Street, said Intersection being shown on Survey No. 29,259 as Station 37+08.91 (feet), the Point of Termination of this description.

Bearings are based upon Survey Number 29259, Washington County Survey Records.

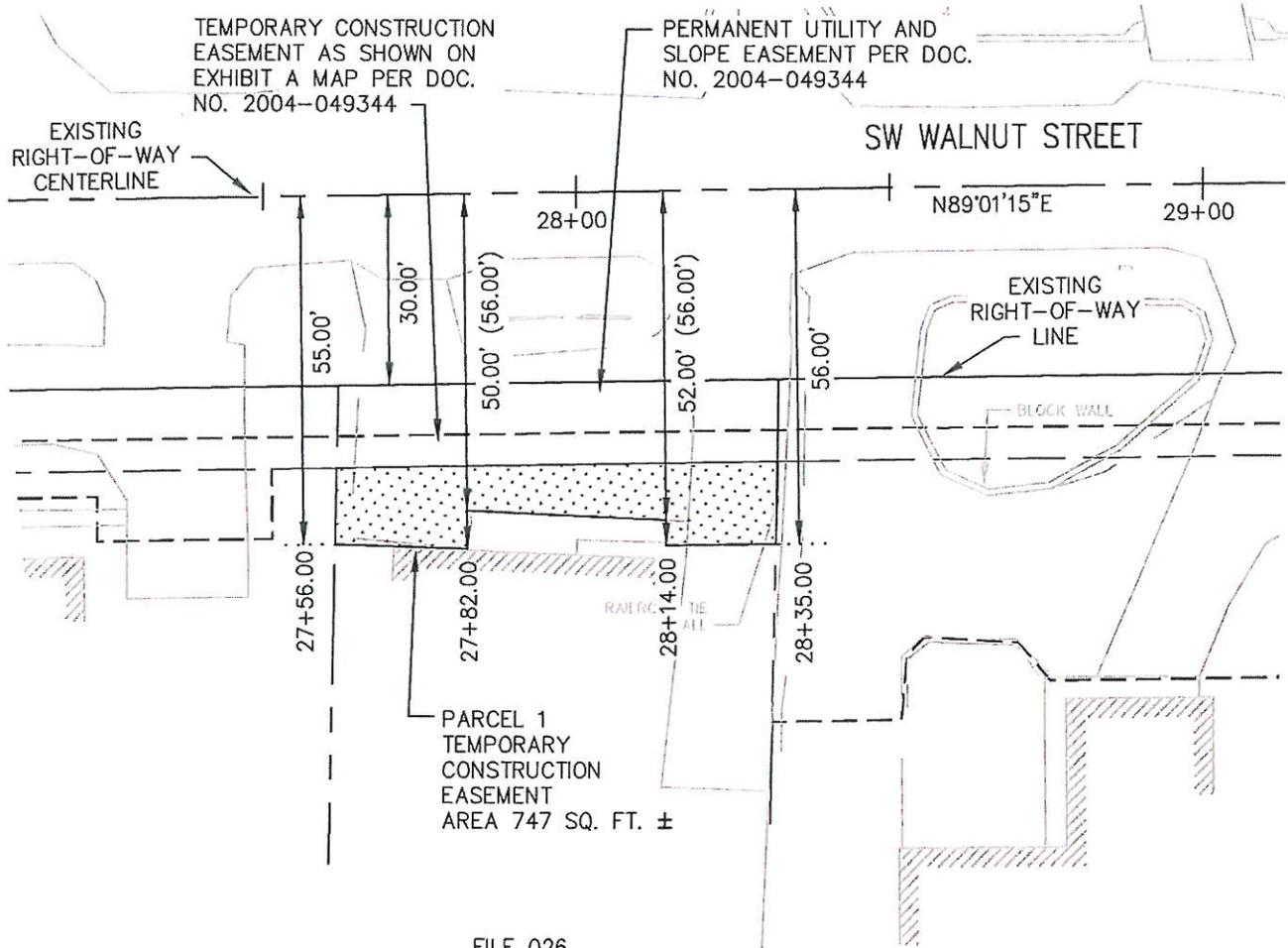
Station to Station	Offset Distances Southerly of S.W. Walnut Street Centerline
27+56.00 to 27+82.00	55.00 feet along a straight line to 56.00 feet
27+82.00 to 28+14.00	50.00 feet along a straight line to 52.00 feet
28+14.00 to 28+35.00	56.00 feet parallel with the centerline

Excepting therefrom, all that portion of said parcel lying within the temporary construction easement as shown on exhibit A map and the permanent utility and slope easement recorded in Document No. 2004-049344, Washington County Records and all that portion of said parcel lying within the existing right-of-way of S.W. Walnut Street.

The parcel of land to which this description applies contains 747 square feet, more or less.



FILE NO. 26
EXHIBIT "B"



FILE 026
DAVID KEPHART
2S103AA TL900
DOC. NO. 2012-055248



LEGEND

 TEMPORARY CONSTRUCTION EASEMENT (PARCEL 1) 747 SQ. FT. ±

FILE NO.: 026	SW WALNUT STREET (SW 116th-Tiedeman Avenue and SW 135th Avenue) WASHINGTON COUNTY PROJECT NO. 100187	SUBMITTAL DATE: 06/25/14	WHPacific <small>9735 SW Barnes Rd. Suite 300 Portland, OR 97225 503-620-0135 Fax 503-526-0775 www.whepac.com</small>
TAX LOT: 900		REVISED DATE:	
TAX MAP: 2S103AA		REVISED DATE:	
ADDRESS: 11000 SW WALNUT ST.		REVISED DATE:	
		DWG: 037633-V-EX26.dwg	

FILE NO. 27
EXHIBIT "A"

S.W. Walnut Street
(S.W. 116th Ave. to Tiedeman Ave.)
June 25, 2014
Parcels 1 and 2

County Road Project No.: 100187
File No.: 027
Assessors Map: 2S103AA
Tax Lot No.: 00300

PARCEL 1 (PERMANENT SLOPE EASEMENT)

A parcel of land lying in the Northeast one-quarter of Section 3, Township 2 South, Range 1 West of the Willamette Meridian, City of Tigard, Washington County, Oregon and being a portion of that tract of land conveyed to Vincent Thi, by Warranty Deed, recorded February 21, 1996 in Document No. 96014860, Washington County Book of Records, the said parcel also being all that portion of said property lying Southerly of a line delineated by following the below noted stations and offsets, Northerly of the centerline of realigned S.W. Walnut Street, as said centerline is described below.

S.W. WALNUT STREET CENTERLINE

A road centerline situated in Section 3, Township 2 South, Range 1 West, of the Willamette Meridian in Washington County, Oregon; and being more particularly described as follows:

Beginning at a point on line known as Station 10+00.00 (feet) of said re-aligned S.W. Walnut Street; from Whence a 5/8" iron rod with yellow plastic cap stamped "DEA Inc." in a monument box bears South 78°25'39" West a distance of 785.68 feet, as said iron rod is shown on Survey No. 29,259 as Station 2+14.32 (feet); Thence North 78°25'39" East a distance of 939.10 feet to a Point of Curvature shown on Survey No. 29,259 as Station 19+39.10 PC (feet); Thence along a 415.00 foot radius curve to the right, through a central angle of 10°35'36", an arc distance of 76.73 feet, subtended by a chord of North 83°43'27" East a distance of 76.62 feet a Point of Tangency at Station 20+15.83 PT (feet); Thence North 89°01'15" East a distance of 1376.62 feet to a Point of Curvature shown on Survey No. 29,259 as Station 33+92.45 PC (feet); Thence along a 275.00 foot radius curve to the right, through a central angle of 49°17'05", an arc distance of 236.55 feet, subtended by a chord of South 66°20'13" East a distance of 229.32 feet to a Point of Tangency at Station 36+29.00 PT (feet); Thence South 41°41'40" East a distance of 79.91 feet to the centerline Intersection of S.W. Walnut Street and S.W. Tiedeman Street, said Intersection being shown on Survey No. 29,259 as Station 37+08.91 (feet), the Point of Termination of this description.

Bearings are based upon Survey Number 29259, Washington County Survey Records.

Station to Station	Offset Distances Northerly of S.W. Walnut Street Centerline
28+00.00 to 28+45.00	40.00 feet parallel with the centerline
28+45.00 to 28+70.00	40.00 feet along a straight line to 32.00 feet
28+70.00 to 29+60.00	32.00 feet parallel with the centerline

Excepting therefrom, all that portion of said parcel lying within the permanent slope easement recorded in Document No. 2004-121230, Washington County Records and all that portion of said parcel lying within the existing right-of-way of S.W. Walnut Street.

The parcel of land to which this description applies contains 671 square feet, more or less.

PARCEL 2 (TEMPORARY CONSTRUCTION EASEMENT)

A parcel of land lying in the Northeast one-quarter of Section 3, Township 2 South, Range 1 West of the Willamette Meridian, City of Tigard, Washington County, Oregon and being a portion of that tract of land conveyed to Vincent Thi, by Warranty Deed, recorded February 21, 1996 in Document No. 96014860, Washington County Book of Records, the said parcel also being all that portion of said property lying Southerly of a line delineated by following the below noted stations and offsets, Northerly of the centerline of realigned S.W. Walnut Street, as said centerline is described below.

Station to Station	Offset Distances Northerly of S.W. Walnut Street Centerline
28+21.05 to 28+24.00	44.50 feet along a straight line to 72.00 feet
28+24.00 to 28+30.00	72.00 feet parallel with the centerline
28+30.00 to 28+57.00	72.00 feet along a straight line to 62.00 feet
28+58.81 to 29+05.00	37.00 feet parallel with the centerline
29+05.00 to 29+11.00	37.00 feet along a straight line to 35.00 feet

FILE 27
EXHIBIT "A"
(p. 3)

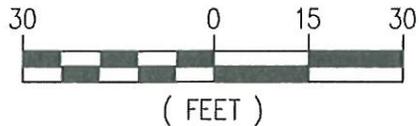
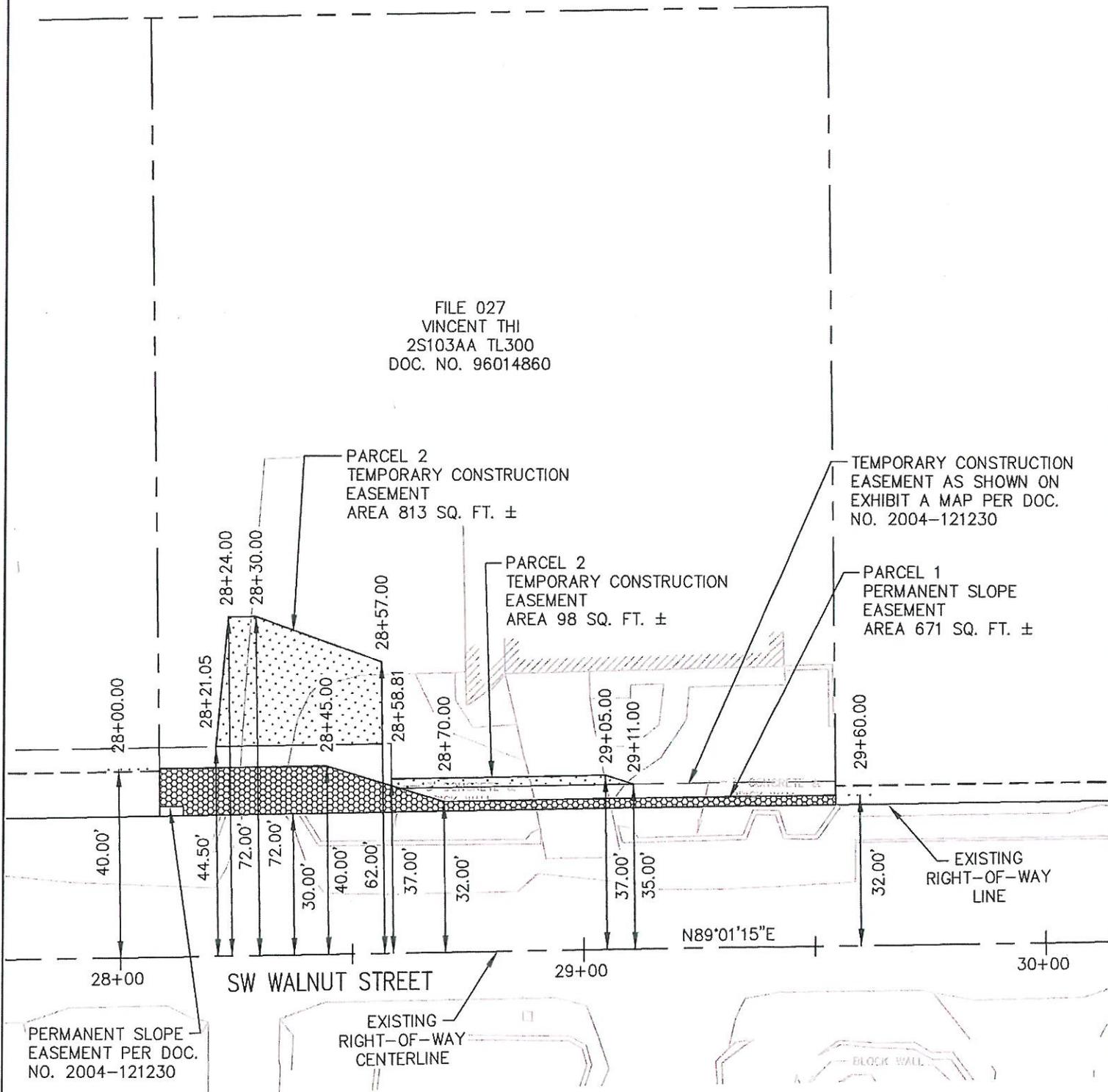
WHPacific

Excepting therefrom, all that portion of said parcel lying within the temporary construction easement as shown on exhibit map A and the permanent slope easement recorded in Document No. 2004-121230, Washington County Records and all that portion of said parcel lying within the existing right-of-way of S.W. Walnut Street and all that portion lying within the above Parcel 1.

The parcel of land to which this description applies contains 911 square feet, more or less.



FILE 027
VINCENT THI
2S103AA TL300
DOC. NO. 96014860



LEGEND

- PERMANENT SLOPE EASEMENT (PARCEL 1) 671 SQ. FT. ±
- TEMPORARY CONSTRUCTION EASEMENT (PARCEL 2) 911 SQ. FT. ±

FILE NO.: 027
TAX LOT: 300
TAX MAP: 2S103AA
ADDRESS: 10975 SW WALNUT ST.

SW WALNUT STREET
(SW 116th-Tiedeman Avenue
and SW 135th Avenue)
WASHINGTON COUNTY PROJECT NO. 100187

SUBMITTAL DATE: 06/25/14
REVISED DATE:
REVISED DATE:
REVISED DATE:

WHPacific

8155 SW Barnes Rd. Suite 300
Portland, OR 97225
503-620-6195 Fax 503-616-0775
www.whpacific.com

DWG: 037633-V-EX27.dwg

FILE NO. 28
EXHIBIT "A"

S.W. Walnut Street
(S.W. 116th Ave. to Tiedeman Ave.)
June 25, 2014
Parcel 1

County Road Project No.: 100187
File No.: 028
Assessors Map: 2S103AA
Tax Lot No.: 01001

PARCEL 1 (TEMPORARY CONSTRUCTION EASEMENT)

A parcel of land lying in the Northeast one-quarter of Section 3, Township 2 South, Range 1 West of the Willamette Meridian, City of Tigard, Washington County, Oregon and being a portion of that tract of land conveyed to Anh-tuyet T. Nquyen and Vinh N. Nquyen by Statutory Bargain and Sale Deed, recorded October 9, 2001 in Document No. 2001102675, Washington County Book of Records, the said parcel also being all that portion of said property lying Northerly of a line delineated by following the below noted stations and offsets, Southerly of the centerline of realigned S.W. Walnut Street, as said centerline is described below.

S.W. WALNUT STREET CENTERLINE

A road centerline situated in Section 3, Township 2 South, Range 1 West, of the Willamette Meridian in Washington County, Oregon, and being more particularly described as follows:

Beginning at a point on line known as Station 10+00.00 (feet) of said re-aligned S.W. Walnut Street; from Whence a 5/8" iron rod with yellow plastic cap stamped "DEA Inc." in a monument box bears South 78°25'39" West a distance of 785.68 feet, as said iron rod is shown on Survey No. 29,259 as Station 2+14.32 (feet); Thence North 78°25'39" East a distance of 939.10 feet to a Point of Curvature shown on Survey No. 29,259 as Station 19+39.10 PC (feet); Thence along a 415.00 foot radius curve to the right, through a central angle of 10°35'36", an arc distance of 76.73 feet, subtended by a chord of North 83°43'27" East a distance of 76.62 feet a Point of Tangency at Station 20+15.83 PT (feet); Thence North 89°01'15" East a distance of 1376.62 feet to a Point of Curvature shown on Survey No. 29,259 as Station 33+92.45 PC (feet); Thence along a 275.00 foot radius curve to the right, through a central angle of 49°17'05", an arc distance of 236.55 feet, subtended by a chord of South 66°20'13" East a distance of 229.32 feet to a Point of Tangency at Station 36+29.00 PT (feet); Thence South 41°41'40" East a distance of 79.91 feet to the centerline Intersection of S.W. Walnut Street and S.W. Tiedeman Street, said Intersection being shown on Survey No. 29,259 as Station 37+08.91 (feet), the Point of Termination of this description.

Bearings are based upon Survey Number 29259, Washington County Survey Records.

Station to Station	Offset Distances Southerly of S.W. Walnut Street Centerline
28+25.00 to 28+51.00	84.00 feet parallel with the centerline
28+51.00 to 28+52.00	84.00 feet along a straight line to 74.00 feet
28+52.00 to 28+55.00	74.00 feet along a straight line to 71.00 feet
28+55.00 to 28+70.00	71.00 feet along a straight line to 72.00 feet
28+70.00 to 28+75.00	72.00 feet along a straight line to 78.00 feet
28+75.00 to 29+20.00	78.00 feet parallel with the centerline

Excepting therefrom, all that portion of said parcel lying within the temporary construction easement as shown on exhibit A map and the permanent utility and slope easement recorded in Document No. 2004-049346, Washington County Records and all that portion of said parcel lying within the existing right-of-way of S.W. Walnut Street.

The parcel of land to which this description applies contains 2,889 square feet, more or less.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

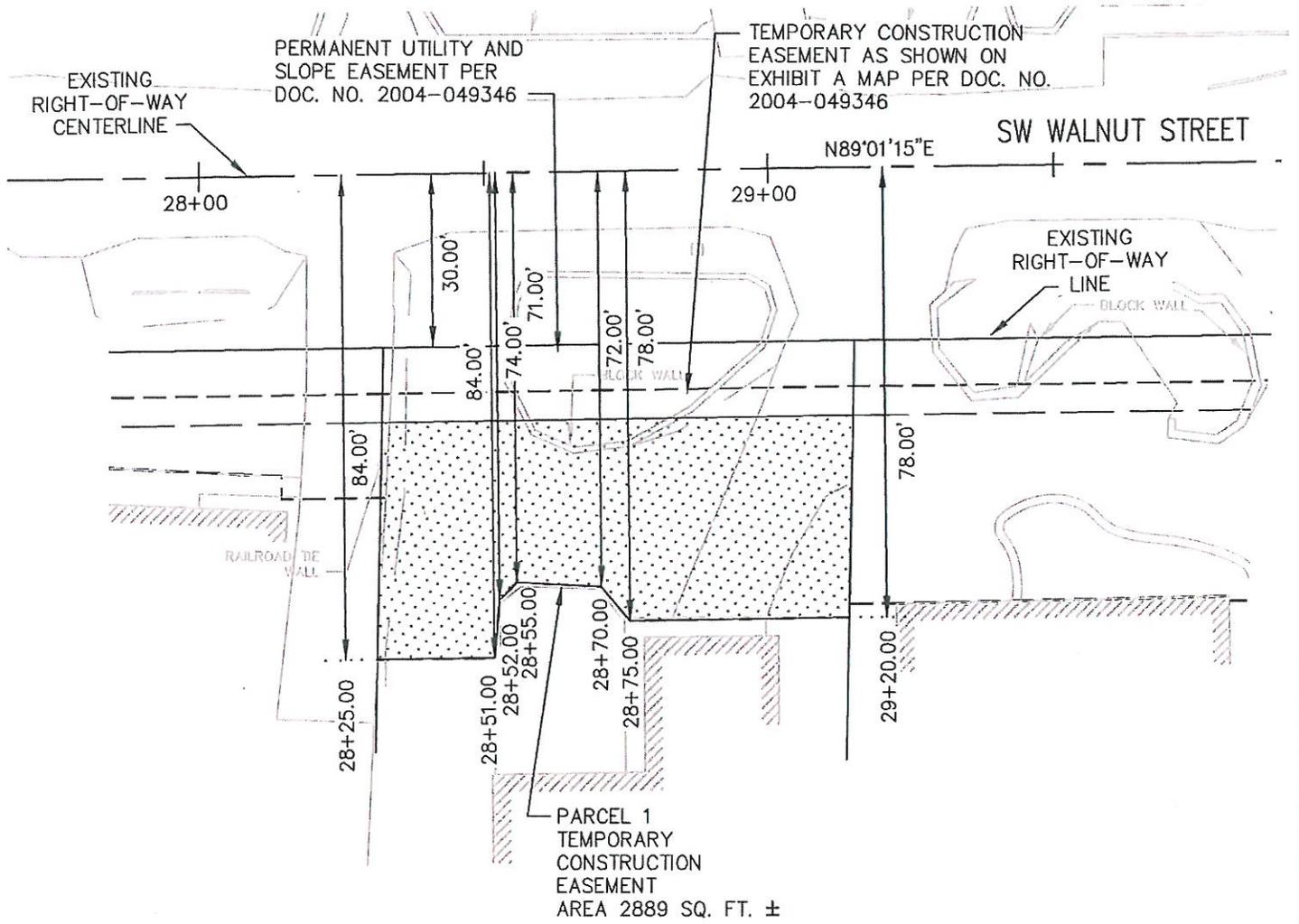
Scott M. Grubbs

OREGON
JULY 13, 2004
SCOTT M. GRUBBS
54728

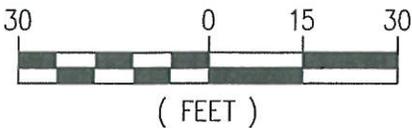
RENEWAL: 06-30-15

EXHIBIT 28

EXHIBIT "B"



FILE 028
 ANH-TUYET & VINH QUYEN
 2S103AA TL1001
 DOC. NO. 2001102675



LEGEND

TEMPORARY CONSTRUCTION EASEMENT (PARCEL 1) 2889 SQ. FT. ±

FILE NO.: 028	SW WALNUT STREET (SW 116th-Tiedeman Avenue and SW 135th Avenue) WASHINGTON COUNTY PROJECT NO. 100187	SUBMITTAL DATE: 06/25/14	 <small>0755 SW Barnes Rd. Suite 300 Portland, OR 97225 503-626-6455 Fax 503-526-0775 www.whpacific.com</small>
TAX LOT: 1001		REVISED DATE:	
TAX MAP: 2S103AA		REVISED DATE:	
ADDRESS: 10980 SW WALNUT ST.		REVISED DATE:	
		DWG: 037633-V-EX28.dwg	

FILE NO. 29
EXHIBIT "A"

S.W. Walnut Street
(S.W. 116th Ave. to Tiedeman Ave.)
June 25, 2014
Parcel 1

County Road Project No.: 100187
File No.: 029
Assessors Map: 2S103AA
Tax Lot No.: 01002

PARCEL 1 (TEMPORARY CONSTRUCTION EASEMENT)

A parcel of land lying in the Northeast one-quarter of Section 3, Township 2 South, Range 1 West of the Willamette Meridian, City of Tigard, Washington County, Oregon and being a portion of that tract of land conveyed to Francisca Orozco Mercado by Quitclaim Deed, recorded August 31, 2012 in Document No. 2012-073012, Washington County Book of Records, the said parcel also being all that portion of said property lying Northerly of a line delineated by following the below noted stations and offsets, Southerly of the centerline of realigned S.W. Walnut Street, as said centerline is described below.

S.W. WALNUT STREET CENTERLINE

A road centerline situated in Section 3, Township 2 South, Range 1 West, of the Willamette Meridian in Washington County, Oregon, and being more particularly described as follows:

Beginning at a point on line known as Station 10+00.00 (feet) of said re-aligned S.W. Walnut Street; from Whence a 5/8" iron rod with yellow plastic cap stamped "DEA Inc." in a monument box bears South 78°25'39" West a distance of 785.68 feet, as said iron rod is shown on Survey No. 29,259 as Station 2+14.32 (feet); Thence North 78°25'39" East a distance of 939.10 feet to a Point of Curvature shown on Survey No. 29,259 as Station 19+39.10 PC (feet); Thence along a 415.00 foot radius curve to the right, through a central angle of 10°35'36", an arc distance of 76.73 feet, subtended by a chord of North 83°43'27" East a distance of 76.62 feet a Point of Tangency at Station 20+15.83 PT (feet); Thence North 89°01'15" East a distance of 1376.62 feet to a Point of Curvature shown on Survey No. 29,259 as Station 33+92.45 PC (feet); Thence along a 275.00 foot radius curve to the right, through a central angle of 49°17'05", an arc distance of 236.55 feet, subtended by a chord of South 66°20'13" East a distance of 229.32 feet to a Point of Tangency at Station 36+29.00 PT (feet); Thence South 41°41'40" East a distance of 79.91 feet to the centerline Intersection of S.W. Walnut Street and S.W. Tiedeman Street, said Intersection being shown on Survey No. 29,259 as Station 37+08.91 (feet), the Point of Termination of this description.

Bearings are based upon Survey Number 29259, Washington County Survey Records.

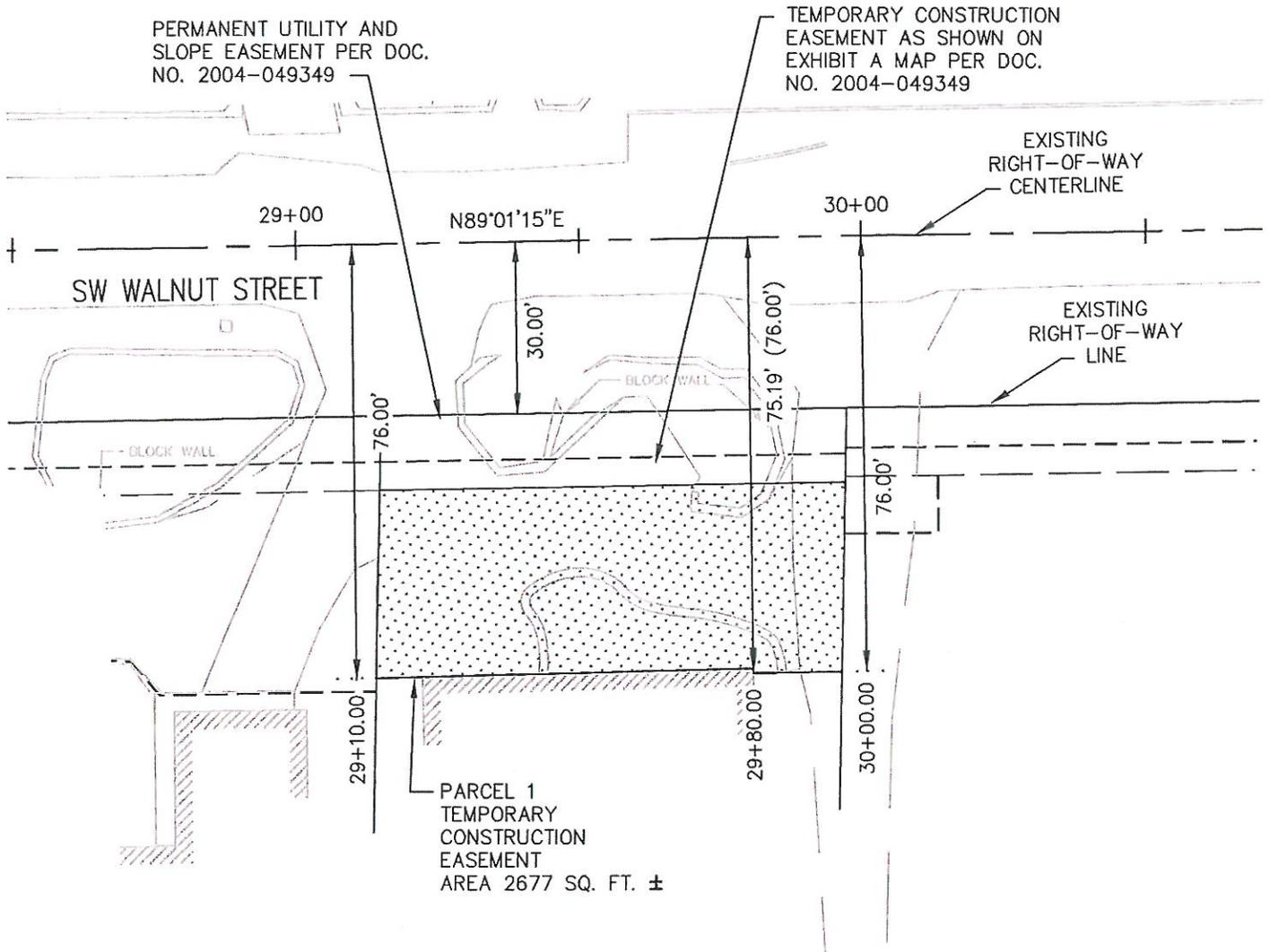
Station to Station	Offset Distances Southerly of S.W. Walnut Street Centerline
29+10.00 to 29+80.00	76.00 feet along a straight line to 75.19 feet
29+80.00 to 30+00.00	76.00 feet parallel with the centerline

Excepting therefrom, all that portion of said parcel lying within the temporary construction easement as shown on exhibit A map and the permanent utility and slope easement recorded in Document No. 2004-049349, Washington County Records and all that portion of said parcel lying within the existing right-of-way of S.W. Walnut Street.

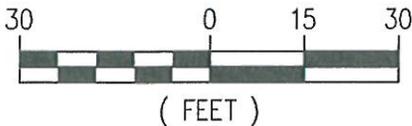
The parcel of land to which this description applies contains 2,677 square feet, more or less.



FILE NO. 29
EXHIBIT "B"



FILE 029
FRANCISCA MERCADO
2S103AA TL1002
DOC. NO. 2012-073012



LEGEND

 TEMPORARY CONSTRUCTION EASEMENT (PARCEL 1) 2677 SQ. FT. ±

FILE NO.: 029
TAX LOT: 1002
TAX MAP: 2S103AA
ADDRESS: 10940 SW WALNUT ST.

SW WALNUT STREET
(SW 116th-Tiedeman Avenue
and SW 135th Avenue)
WASHINGTON COUNTY PROJECT NO. 100187

SUBMITTAL DATE: 06/25/14
REVISED DATE:
REVISED DATE:
REVISED DATE:

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DWG: 037633-V-EX29.dwg

FILE NO. 30
EXHIBIT "A"

S.W. Walnut Street
(S.W. 116th Ave. to Tiedeman Ave.)
June 25, 2014
Parcel 1

County Road Project No.: 100187
File No.: 030
Assessors Map: 2S103AA
Tax Lot No.: 01100

PARCEL 1 (TEMPORARY CONSTRUCTION EASEMENT)

A parcel of land lying in the Northeast one-quarter of Section 3, Township 2 South, Range 1 West of the Willamette Meridian, City of Tigard, Washington County, Oregon and being a portion of that tract of land conveyed to Kim D. Tran by Deed, recorded November 15, 2005 in Document No. 2005-143468, Washington County Book of Records, the said parcel also being all that portion of said property lying Northerly of a line delineated by following the below noted stations and offsets, Southerly of the centerline of realigned S.W. Walnut Street, as said centerline is described below.

S.W. WALNUT STREET CENTERLINE

A road centerline situated in Section 3, Township 2 South, Range 1 West, of the Willamette Meridian in Washington County, Oregon, and being more particularly described as follows:

Beginning at a point on line known as Station 10+00.00 (feet) of said re-aligned S.W. Walnut Street; from Whence a 5/8" iron rod with yellow plastic cap stamped "DEA Inc." in a monument box bears South 78°25'39" West a distance of 785.68 feet, as said iron rod is shown on Survey No. 29,259 as Station 2+14.32 (feet); Thence North 78°25'39" East a distance of 939.10 feet to a Point of Curvature shown on Survey No. 29,259 as Station 19+39.10 PC (feet); Thence along a 415.00 foot radius curve to the right, through a central angle of 10°35'36", an arc distance of 76.73 feet, subtended by a chord of North 83°43'27" East a distance of 76.62 feet a Point of Tangency at Station 20+15.83 PT (feet); Thence North 89°01'15" East a distance of 1376.62 feet to a Point of Curvature shown on Survey No. 29,259 as Station 33+92.45 PC (feet); Thence along a 275.00 foot radius curve to the right, through a central angle of 49°17'05", an arc distance of 236.55 feet, subtended by a chord of South 66°20'13" East a distance of 229.32 feet to a Point of Tangency at Station 36+29.00 PT (feet); Thence South 41°41'40" East a distance of 79.91 feet to the centerline Intersection of S.W. Walnut Street and S.W. Tiedeman Street, said Intersection being shown on Survey No. 29,259 as Station 37+08.91 (feet), the Point of Termination of this description.

Bearings are based upon Survey Number 29259, Washington County Survey Records.

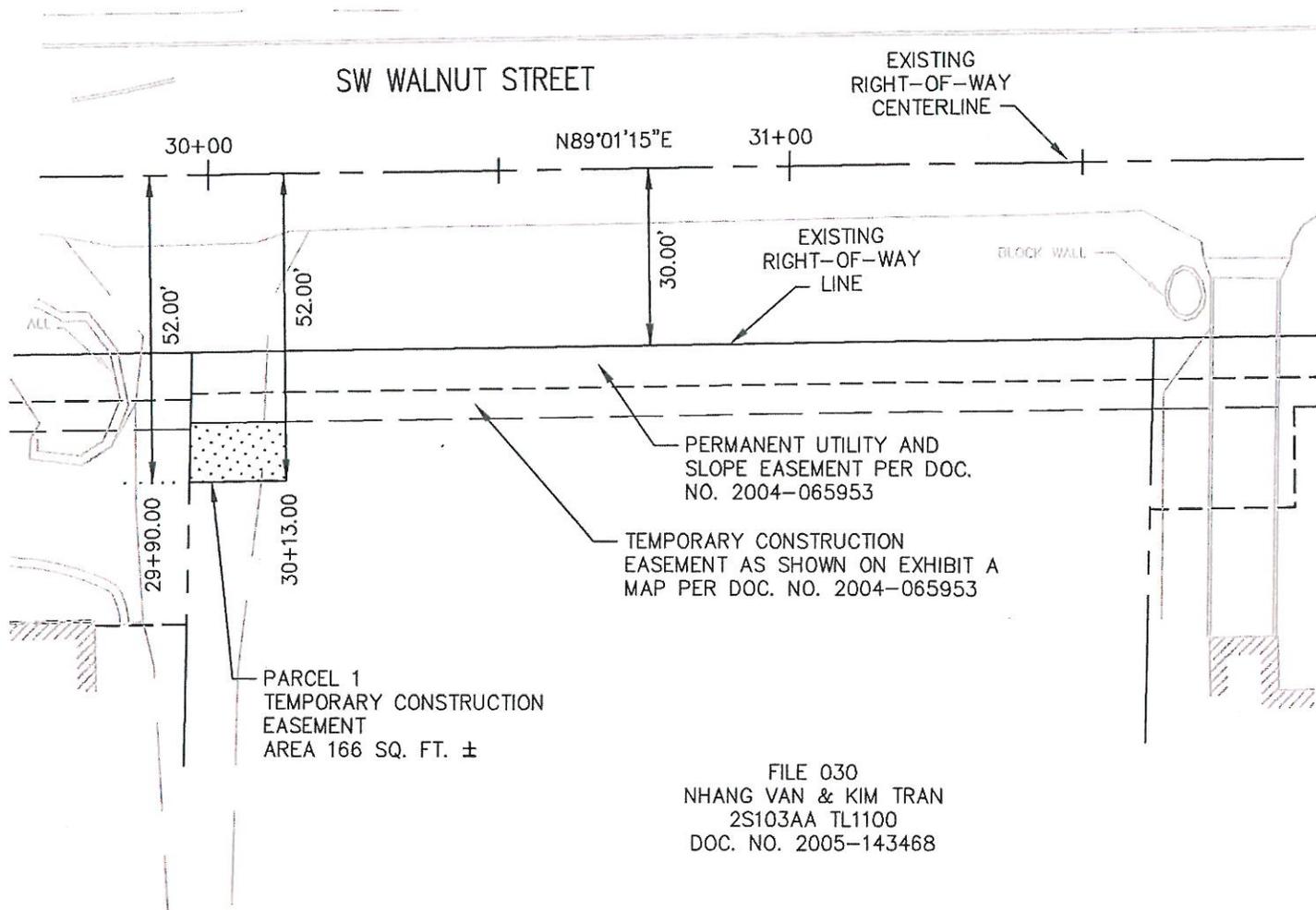
Station to Station	Offset Distances Southerly of S.W. Walnut Street Centerline
29+90.00 to 30+13.00	52.00 feet parallel with the centerline

Excepting therefrom, all that portion of said parcel lying within the temporary construction easement as shown on exhibit A map and the permanent utility and slope easement recorded in Document No. 2004-065953, Washington County Records and all that portion of said parcel lying within the existing right-of-way of S.W. Walnut Street.

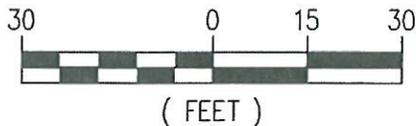
The parcel of land to which this description applies contains 166 square feet, more or less.



FILE NO. 30
EXHIBIT "B"



FILE 030
NHANG VAN & KIM TRAN
2S103AA TL1100
DOC. NO. 2005-143468



LEGEND

 TEMPORARY CONSTRUCTION EASEMENT (PARCEL 1) 166 SQ. FT. ±

FILE NO.: 030
TAX LOT: 1100
TAX MAP: 2S103AA
ADDRESS: 10920 SW WALNUT ST.

SW WALNUT STREET
(SW 116th-Tiedeman Avenue
and SW 135th Avenue)
WASHINGTON COUNTY PROJECT NO. 100187

SUBMITTAL DATE: 06/25/14
REVISED DATE:
REVISED DATE:
REVISED DATE:

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DWG: 037633-V-EX30.dwg

FILE NO. 31

EXHIBIT "A"

S.W. Walnut Street
(S.W. 116th Ave. to Tiedeman Ave.)
June 25, 2014
Parcel 1

County Road Project No.: 100187
File No.: 031
Assessors Map: 2S103AA
Tax Lot No.: 01500

PARCEL 1 (TEMPORARY CONSTRUCTION EASEMENT)

A parcel of land lying in the Northeast one-quarter of Section 3, Township 2 South, Range 1 West of the Willamette Meridian, City of Tigard, Washington County, Oregon and being a portion of that tract of land conveyed to Blessilda S. Juanson and Tomasito M. Juanson by Statutory Warranty Deed, recorded March 25, 1993 in Document No. 93022336, Washington County Book of Records, the said parcel also being all that portion of said property lying Northerly of a line delineated by following the below noted stations and offsets, Southerly of the centerline of realigned S.W. Walnut Street, as said centerline is described below.

S.W. WALNUT STREET CENTERLINE

A road centerline situated in Section 3, Township 2 South, Range 1 West, of the Willamette Meridian in Washington County, Oregon, and being more particularly described as follows:

Beginning at a point on line known as Station 10+00.00 (feet) of said re-aligned S.W. Walnut Street; from Whence a 5/8" iron rod with yellow plastic cap stamped "DEA Inc." in a monument box bears South 78°25'39" West a distance of 785.68 feet, as said iron rod is shown on Survey No. 29,259 as Station 2+14.32 (feet); Thence North 78°25'39" East a distance of 939.10 feet to a Point of Curvature shown on Survey No. 29,259 as Station 19+39.10 PC (feet); Thence along a 415.00 foot radius curve to the right, through a central angle of 10°35'36", an arc distance of 76.73 feet, subtended by a chord of North 83°43'27" East a distance of 76.62 feet a Point of Tangency at Station 20+15.83 PT (feet); Thence North 89°01'15" East a distance of 1376.62 feet to a Point of Curvature shown on Survey No. 29,259 as Station 33+92.45 PC (feet); Thence along a 275.00 foot radius curve to the right, through a central angle of 49°17'05", an arc distance of 236.55 feet, subtended by a chord of South 66°20'13" East a distance of 229.32 feet to a Point of Tangency at Station 36+29.00 PT (feet); Thence South 41°41'40" East a distance of 79.91 feet to the centerline Intersection of S.W. Walnut Street and S.W. Tiedeman Street, said Intersection being shown on Survey No. 29,259 as Station 37+08.91 (feet), the Point of Termination of this description.

Bearings are based upon Survey Number 29259, Washington County Survey Records.

Station to Station	Offset Distances Southerly of S.W. Walnut Street Centerline
31+55.00 to 31+86.00	59.00 feet parallel with the centerline

Excepting therefrom, all that portion of said parcel lying within the temporary construction easement as shown on exhibit A map and the permanent utility and slope easement recorded in Document No. 2004-083286, Washington County Records and all that portion of said parcel lying within the existing right-of-way of S.W. Walnut Street.

The parcel of land to which this description applies contains 421 square feet, more or less.

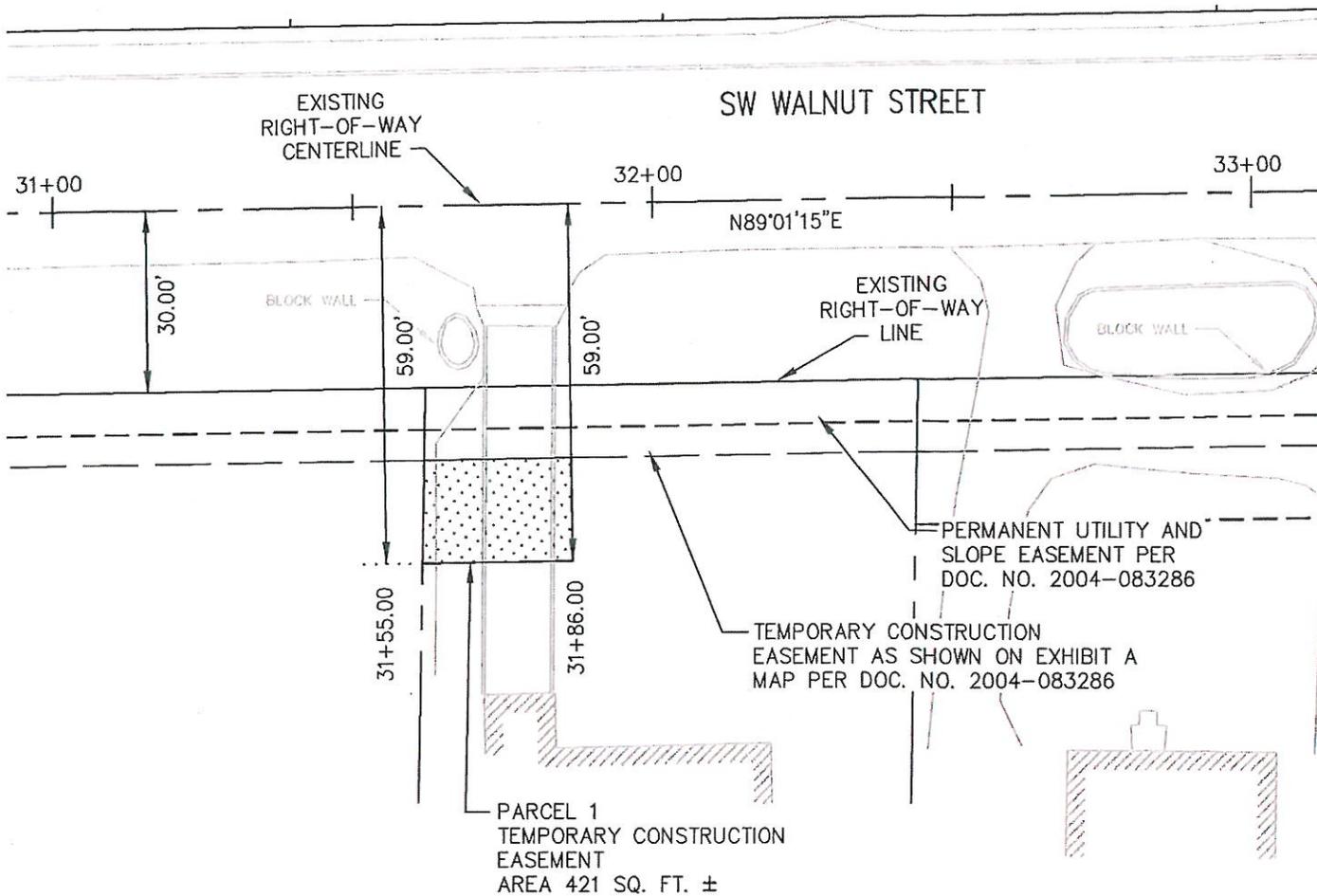
REGISTERED
PROFESSIONAL
LAND SURVEYOR

Scott M. Grubbs

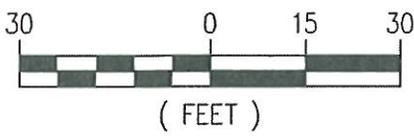
OREGON
JULY 13, 2004
SCOTT M. GRUBBS
54728

RENEWAL: 06-30-15

FILE NO. 31
EXHIBIT "B"



FILE 031
BLESSILDA & TOMASITA JUANSON
2S103AA TL1500
DOC. NO. 93022336



LEGEND

TEMPORARY CONSTRUCTION EASEMENT (PARCEL 1) 421 SQ. FT. ±

FILE NO.: 031
TAX LOT: 1500
TAX MAP: 2S103AA
ADDRESS: 10860 SW WALNUT ST.

SW WALNUT STREET
(SW 116th-Tiedeman Avenue
and SW 135th Avenue)
WASHINGTON COUNTY PROJECT NO. 100187

SUBMITTAL DATE: 06/25/14
REVISED DATE:
REVISED DATE:
REVISED DATE:

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 DWG: 037633-V-EX31.dwg

FILE NO. 32
EXHIBIT "A"

S.W. Walnut Street
(S.W. 116th Ave. to Tiedeman Ave.)
June 25, 2014
Parcel 1

County Road Project No.: 100187
File No.: 032
Assessors Map: 2S103AA
Tax Lot No.: 01600

PARCEL 1 (TEMPORARY CONSTRUCTION EASEMENT)

A parcel of land lying in the Northeast one-quarter of Section 3, Township 2 South, Range 1 West of the Willamette Meridian, City of Tigard, Washington County, Oregon and being a portion of that tract of land conveyed to Marcia L. Edwards by Deed, recorded February 11, 1992 in Document No. 92008617, Washington County Book of Records, the said parcel also being all that portion of said property lying Northerly of a line delineated by following the below noted stations and offsets, Southerly of the centerline of realigned S.W. Walnut Street, as said centerline is described below.

S.W. WALNUT STREET CENTERLINE

A road centerline situated in Section 3, Township 2 South, Range 1 West, of the Willamette Meridian in Washington County, Oregon, and being more particularly described as follows:

Beginning at a point on line known as Station 10+00.00 (feet) of said re-aligned S.W. Walnut Street; from Whence a 5/8" iron rod with yellow plastic cap stamped "DEA Inc." in a monument box bears South 78°25'39" West a distance of 785.68 feet, as said iron rod is shown on Survey No. 29,259 as Station 2+14.32 (feet); Thence North 78°25'39" East a distance of 939.10 feet to a Point of Curvature shown on Survey No. 29,259 as Station 19+39.10 PC (feet); Thence along a 415.00 foot radius curve to the right, through a central angle of 10°35'36", an arc distance of 76.73 feet, subtended by a chord of North 83°43'27" East a distance of 76.62 feet a Point of Tangency at Station 20+15.83 PT (feet); Thence North 89°01'15" East a distance of 1376.62 feet to a Point of Curvature shown on Survey No. 29,259 as Station 33+92.45 PC (feet); Thence along a 275.00 foot radius curve to the right, through a central angle of 49°17'05", an arc distance of 236.55 feet, subtended by a chord of South 66°20'13" East a distance of 229.32 feet to a Point of Tangency at Station 36+29.00 PT (feet); Thence South 41°41'40" East a distance of 79.91 feet to the centerline Intersection of S.W. Walnut Street and S.W. Tiedeman Street, said Intersection being shown on Survey No. 29,259 as Station 37+08.91 (feet), the Point of Termination of this description.

Bearings are based upon Survey Number 29259, Washington County Survey Records.

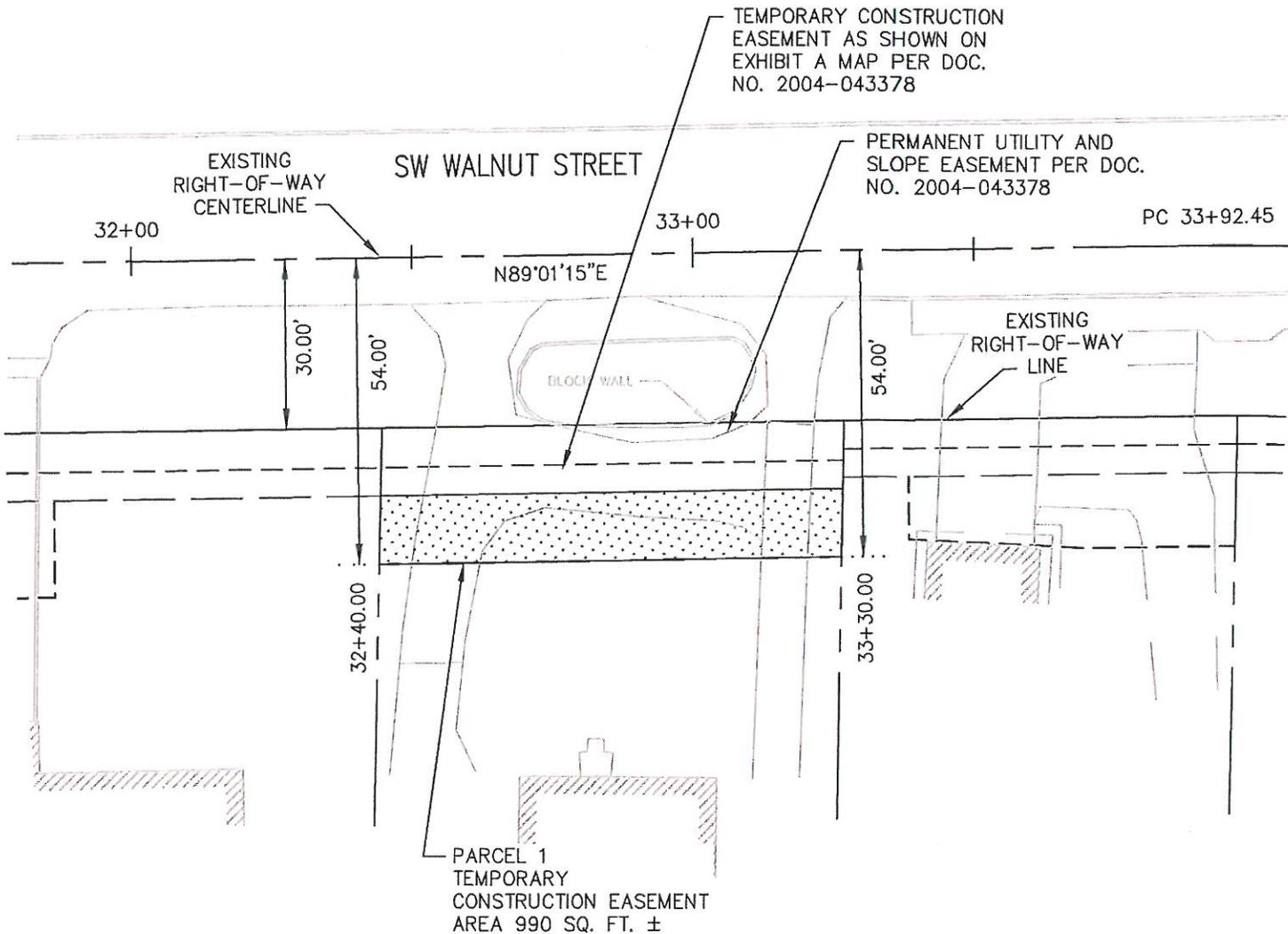
Station to Station	Offset Distances Southerly of S.W. Walnut Street Centerline
32+40.00 to 33+30.00	54.00 feet parallel with the centerline

Excepting therefrom, all that portion of said parcel lying within the temporary construction easement as shown on exhibit A map and the permanent utility and slope easement recorded in Document No. 2004-043378, Washington County Records and all that portion of said parcel lying within the existing right-of-way of S.W. Walnut Street.

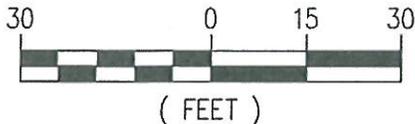
The parcel of land to which this description applies contains 990 square feet, more or less.



FILE NO. 32
EXHIBIT "B"



FILE 32
MARCIA EDWARDS
2S103AA TL1600
DOC. NO. 92008617



LEGEND

TEMPORARY CONSTRUCTION EASEMENT (PARCEL 1) 990 SQ. FT. ±

FILE NO.: 032
TAX LOT: 1600
TAX MAP: 2S103AA
ADDRESS: 10830 SW WALNUT ST.

SW WALNUT STREET
(SW 116th-Tiedeman Avenue
and SW 135th Avenue)
WASHINGTON COUNTY PROJECT NO. 100187

SUBMITTAL DATE: 06/25/14
REVISED DATE:
REVISED DATE:
REVISED DATE:

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DWG: 037633-V-EX32.dwg

**FILE NO. 33
EXHIBIT "A"**

S.W. Walnut Street
(S.W. 116th Ave. to Tiedeman Ave.)
June 25, 2014
Parcel 1

County Road Project No.: 100187
File No.: 033
Assessors Map: 2S103AA
Tax Lot No.: 00101

PARCEL 1 (TEMPORARY CONSTRUCTION EASEMENT)

A parcel of land lying in the Northeast one-quarter of Section 3, Township 2 South, Range 1 West of the Willamette Meridian, City of Tigard, Washington County, Oregon and being a portion of that tract of land conveyed to Tigard-Tualatin School District 23J, by Statutory Bargain and Sale Deed, recorded December 10, 2010 in Document No. 2010-099763, Washington County Book of Records, the said parcel also being all that portion of said property lying Southerly of a line delineated by following the below noted stations and offsets, Northerly of the centerline of realigned S.W. Walnut Street, as said centerline is described below.

S.W. WALNUT STREET CENTERLINE

A road centerline situated in Section 3, Township 2 South, Range 1 West, of the Willamette Meridian in Washington County, Oregon, and being more particularly described as follows:

Beginning at a point on line known as Station 10+00.00 (feet) of said re-aligned S.W. Walnut Street; from Whence a 5/8" iron rod with yellow plastic cap stamped "DEA Inc." in a monument box bears South 78°25'39" West a distance of 785.68 feet, as said iron rod is shown on Survey No. 29,259 as Station 2+14.32 (feet); Thence North 78°25'39" East a distance of 939.10 feet to a Point of Curvature shown on Survey No. 29,259 as Station 19+39.10 PC (feet); Thence along a 415.00 foot radius curve to the right, through a central angle of 10°35'36", an arc distance of 76.73 feet, subtended by a chord of North 83°43'27" East a distance of 76.62 feet a Point of Tangency at Station 20+15.83 PT (feet); Thence North 89°01'15" East a distance of 1376.62 feet to a Point of Curvature shown on Survey No. 29,259 as Station 33+92.45 PC (feet); Thence along a 275.00 foot radius curve to the right, through a central angle of 49°17'05", an arc distance of 236.55 feet, subtended by a chord of South 66°20'13" East a distance of 229.32 feet to a Point of Tangency at Station 36+29.00 PT (feet); Thence South 41°41'40" East a distance of 79.91 feet to the centerline Intersection of S.W. Walnut Street and S.W. Tiedeman Street, said Intersection being shown on Survey No. 29,259 as Station 37+08.91 (feet), the Point of Termination of this description.

Bearings are based upon Survey Number 29259, Washington County Survey Records.

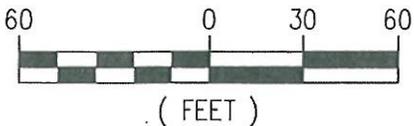
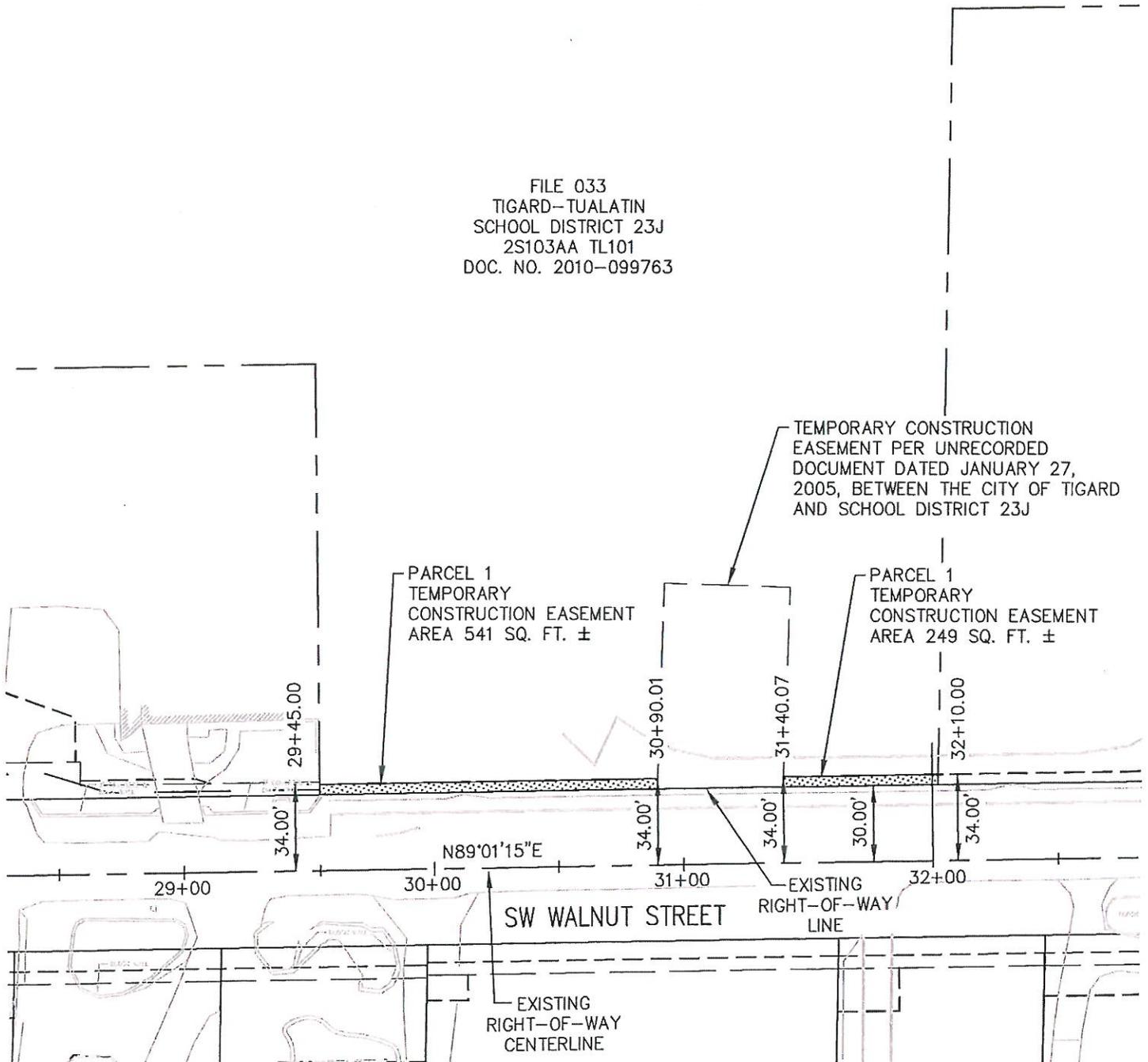
Station to Station	Offset Distances Northerly of S.W. Walnut Street Centerline
29+45.00 to 30+90.01	34.00 feet parallel with the centerline
31+40.07 to 32+10.00	34.00 feet parallel with the centerline

Excepting therefrom, all that portion of said parcel lying within the existing right-of-way of S.W. Walnut Street.

The parcel of land to which this description applies contains 790 square feet, more or less.



FILE 033
 TIGARD-TUALATIN
 SCHOOL DISTRICT 23J
 2S103AA TL101
 DOC. NO. 2010-099763



LEGEND

TEMPORARY CONSTRUCTION EASEMENT (PARCEL 1) 790 SQ. FT. ±

FILE NO.: 033
 TAX LOT: 101
 TAX MAP: 2S103AA
 ADDRESS: 10865 SW WALNUT ST.

SW WALNUT STREET
 (SW 116th-Tiedeman Avenue
 and SW 135th Avenue)
 WASHINGTON COUNTY PROJECT NO. 100187

SUBMITTAL DATE: 03/18/14
 REVISED DATE:
 REVISED DATE:
 REVISED DATE:

WHPacific
 9755 SW Barnes Rd. Suite 300
 Portland, OR 97225
 503-706-6435 Fax 503-836-0775
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 DWG: 037633-V-EX33.dwg

**FILE NO. 33A
EXHIBIT "A"**

S.W. Walnut Street
(S.W. 116th Ave. to Tiedeman Ave.)
July 21, 2014
Parcel 1

County Road Project No.: 100187
File No.: 033A
Assessors Map: 2S103AA
Tax Lot No.: 00700

PARCEL 1 (PERMANENT SLOPE & UTILITY EASEMENT)

A parcel of land lying in the Northeast one-quarter of Section 3, Township 2 South, Range 1 West of the Willamette Meridian, City of Tigard, Washington County, Oregon and being a portion of that tract of land conveyed to Tigard-Tualatin School District 23J, by Correction Deed, recorded December 23, 1969 in Deed Book 767, Page 329, Washington County Book of Records, the said parcel also being all that portion of said property lying Southerly of a line delineated by following the below noted stations and offsets, Northerly of the centerline of realigned S.W. Walnut Street, as said centerline is described below.

S.W. WALNUT STREET CENTERLINE

A road centerline situated in Section 3, Township 2 South, Range 1 West, of the Willamette Meridian in Washington County, Oregon, and being more particularly described as follows:

Beginning at a point on line known as Station 10+00.00 (feet) of said re-aligned S.W. Walnut Street; from Whence a 5/8" iron rod with yellow plastic cap stamped "DEA Inc." in a monument box bears South 78°25'39" West a distance of 785.68 feet, as said iron rod is shown on Survey No. 29,259 as Station 2+14.32 (feet); Thence North 78°25'39" East a distance of 939.10 feet to a Point of Curvature shown on Survey No. 29,259 as Station 19+39.10 PC (feet); Thence along a 415.00 foot radius curve to the right, through a central angle of 10°35'36", an arc distance of 76.73 feet, subtended by a chord of North 83°43'27" East a distance of 76.62 feet a Point of Tangency at Station 20+15.83 PT (feet); Thence North 89°01'15" East a distance of 1376.62 feet to a Point of Curvature shown on Survey No. 29,259 as Station 33+92.45 PC (feet); Thence along a 275.00 foot radius curve to the right, through a central angle of 49°17'05", an arc distance of 236.55 feet, subtended by a chord of South 66°20'13" East a distance of 229.32 feet to a Point of Tangency at Station 36+29.00 PT (feet); Thence South 41°41'40" East a distance of 79.91 feet to the centerline Intersection of S.W. Walnut Street and S.W. Tiedeman Street, said Intersection being shown on Survey No. 29,259 as Station 37+08.91 (feet), the Point of Termination of this description.

Bearings are based upon Survey Number 29259, Washington County Survey Records.

Station to Station	Offset Distances Northerly of S.W. Walnut Street Centerline
33+80.00 to 34+13.00	44.00 along a straight line to 45.00 feet

Excepting therefrom, all that portion of said parcel lying within the temporary construction easement shown on unrecorded document dated January 27th, 2005, between the City of Tigard and School District 23J and all that portion of said parcel lying within the existing right-of-way of S.W. Walnut Street.

The parcel of land to which this description applies contains 499 square feet, more or less.

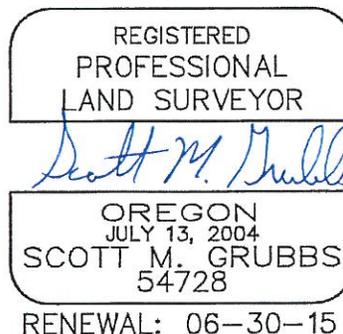
PARCEL 2 (TEMPORARY CONSTRUCTION EASEMENT)

A parcel of land lying in the Northeast one-quarter of Section 3, Township 2 South, Range 1 West of the Willamette Meridian, City of Tigard, Washington County, Oregon and being a portion of that tract of land conveyed to Vincent Thi, by Warranty Deed, recorded February 21, 1996 in Document No. 96014860, Washington County Book of Records, the said parcel also being all that portion of said property lying Southerly of a line delineated by following the below noted stations and offsets, Northerly of the centerline of realigned S.W. Walnut Street, as said centerline is described below.

Station to Station	Offset Distances Northerly of S.W. Walnut Street Centerline
31+95.00 to 32+94.58	34.00 feet parallel with the centerline
34+13.00 to 34+46.00	35.00 feet along a straight line to 40.00 feet

Excepting therefrom, all that portion of said parcel lying within the existing right-of-way of S.W. Walnut Street.

The parcel of land to which this description applies contains 524 square feet, more or less.



FILE 33A
 TIGARD-TUALATIN
 SCHOOL DISTRICT 23J
 2S103AA TL700
 BOOK 767, PAGE 329

TEMPORARY CONSTRUCTION
 EASEMENT PER UNRECORDED
 DOCUMENT DATED JANUARY 27,
 2005, BETWEEN THE CITY OF TIGARD
 AND SCHOOL DISTRICT 23J

PARCEL 1
 PERMANENT SLOPE & UTILITY
 EASEMENT
 AREA 499 SQ. FT. ±

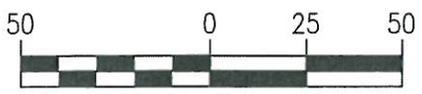
PARCEL 2
 TEMPORARY CONSTRUCTION
 EASEMENT
 AREA 154 SQ. FT. ±

PARCEL 2
 TEMPORARY
 CONSTRUCTION EASEMENT
 AREA 370 SQ. FT. ±

EXISTING
 RIGHT-OF-WAY
 LINE

EXISTING
 RIGHT-OF-WAY
 CENTERLINE

SW WALNUT STREET



(FEET)

LEGEND

- PERMANENT SLOPE & UTILITY EASEMENT (PARCEL 1) 499 SQ. FT. ±
- TEMPORARY CONSTRUCTION EASEMENT (PARCEL 2) 524 SQ. FT. ±

FILE NO.: 033A
TAX LOT: 700
TAX MAP: 2S103AA
ADDRESS: 10865 SW WALNUT ST.

SW WALNUT STREET
 (SW 116th-Tiedeman Avenue
 and SW 135th Avenue)
 WASHINGTON COUNTY PROJECT NO. 100187

SUBMITTAL DATE: 07/21/14
REVISED DATE:
REVISED DATE:
REVISED DATE:

WHPacific
9755 SW Barnes Rd, Suite 300
 Portland, OR 97225
 503-426-0455 Fax 503-526-0775
 www.whpacific.com

DWG: 037633-V-EX33A.dwg

FILE NO. 34
EXHIBIT "A"

S.W. Walnut Street
(S.W. 116th Ave. to Tiedeman Ave.)
June 25, 2014
Parcel 1

County Road Project No.: 100187
File No.: 034
Assessors Map: 2S103AA
Tax Lot No.: 01700

PARCEL 1 (TEMPORARY CONSTRUCTION EASEMENT)

A parcel of land lying in the Northeast one-quarter of Section 3, Township 2 South, Range 1 West of the Willamette Meridian, City of Tigard, Washington County, Oregon and being a portion of that tract of land conveyed to Michael H. O'Connor, by Statutory Warranty Deed, recorded February 10, 2003 in Document No. 2003-019134, Washington County Book of Records, the said parcel also being all that portion of said property lying Northerly of a line delineated by following the below noted stations and offsets, Southerly of the centerline of realigned S.W. Walnut Street, as said centerline is described below.

S.W. WALNUT STREET CENTERLINE

A road centerline situated in Section 3, Township 2 South, Range 1 West, of the Willamette Meridian in Washington County, Oregon, and being more particularly described as follows:

Beginning at a point on line known as Station 10+00.00 (feet) of said re-aligned S.W. Walnut Street; from Whence a 5/8" iron rod with yellow plastic cap stamped "DEA Inc." in a monument box bears South 78°25'39" West a distance of 785.68 feet, as said iron rod is shown on Survey No. 29,259 as Station 2+14.32 (feet); Thence North 78°25'39" East a distance of 939.10 feet to a Point of Curvature shown on Survey No. 29,259 as Station 19+39.10 PC (feet); Thence along a 415.00 foot radius curve to the right, through a central angle of 10°35'36", an arc distance of 76.73 feet, subtended by a chord of North 83°43'27" East a distance of 76.62 feet a Point of Tangency at Station 20+15.83 PT (feet); Thence North 89°01'15" East a distance of 1376.62 feet to a Point of Curvature shown on Survey No. 29,259 as Station 33+92.45 PC (feet); Thence along a 275.00 foot radius curve to the right, through a central angle of 49°17'05", an arc distance of 236.55 feet, subtended by a chord of South 66°20'13" East a distance of 229.32 feet to a Point of Tangency at Station 36+29.00 PT (feet); Thence South 41°41'40" East a distance of 79.91 feet to the centerline Intersection of S.W. Walnut Street and S.W. Tiedeman Street, said Intersection being shown on Survey No. 29,259 as Station 37+08.91 (feet), the Point of Termination of this description.

Bearings are based upon Survey Number 29259, Washington County Survey Records.

Station to Station	Offset Distances Southerly of S.W. Walnut Street Centerline
33+38.00 to 33+70.00	51.00 feet along a straight line to 53.00 feet
33+70.00 to 34+05.00	53.00 feet along a straight line to 52.77 feet

Excepting therefrom, all that portion of said parcel lying within the temporary construction easement as shown on exhibit A map and the permanent utility and slope easement recorded in Document No. 2007-099508, Washington County Records and all that portion of said parcel lying within the existing right-of-way of S.W. Walnut Street.

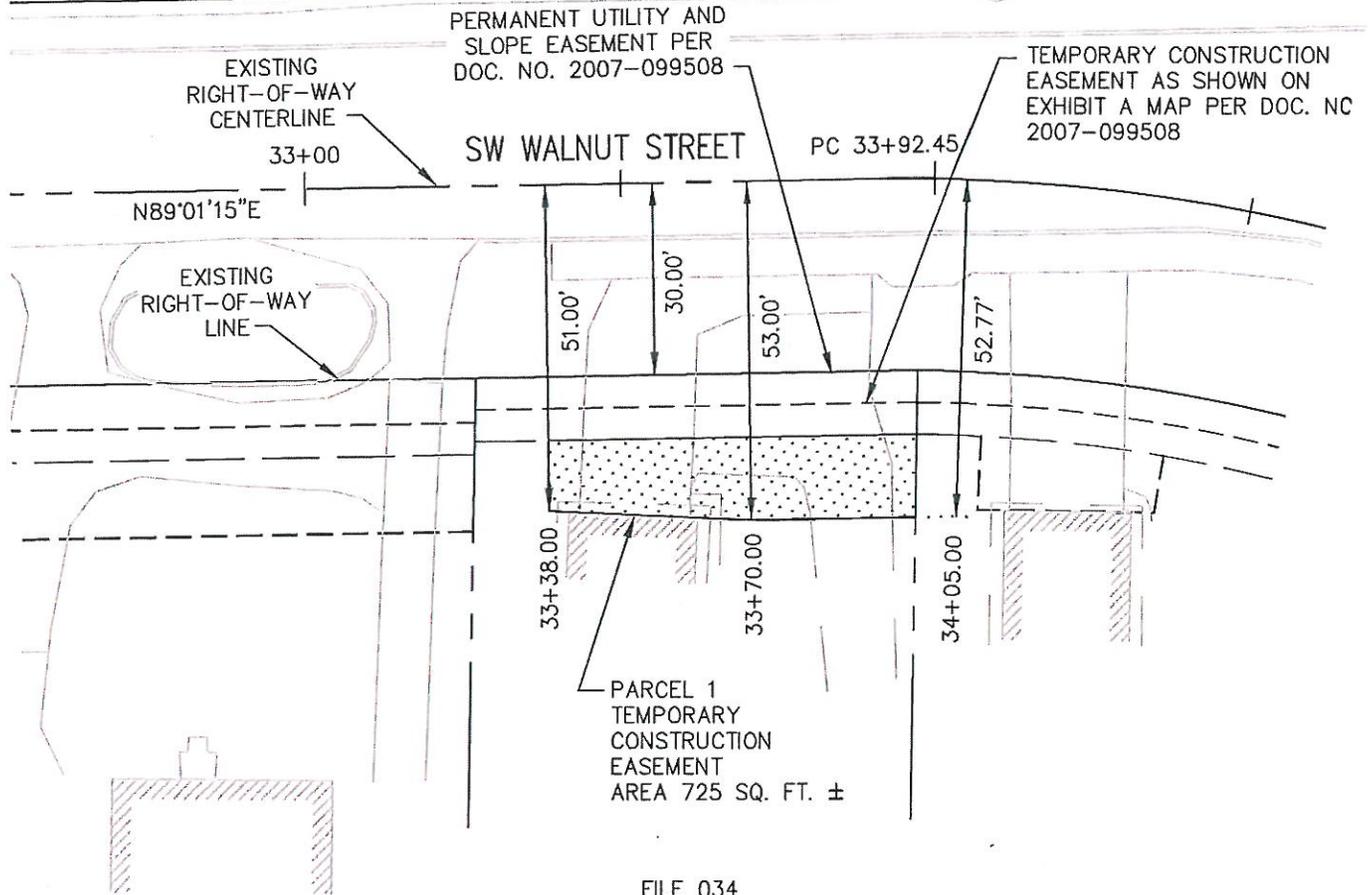
The parcel of land to which this description applies contains 725 square feet, more or less.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

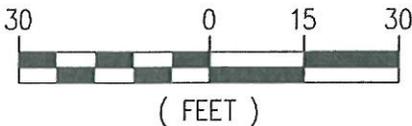
Scott M. Grubbs

OREGON
JULY 13, 2004
SCOTT M. GRUBBS
54728

RENEWAL: 06-30-15



FILE 034
 MICHAEL O'CONNOR
 2S103AA TL1700
 DOC. NO. 2003-019134



LEGEND

TEMPORARY CONSTRUCTION EASEMENT (PARCEL 1) 725 SQ. FT. ±

FILE NO.: 034
TAX LOT: 1700
TAX MAP: 2S103AA
ADDRESS: 10800 SW WALNUT ST.

<p>SW WALNUT STREET (SW 116th-Tiedeman Avenue and SW 135th Avenue) WASHINGTON COUNTY PROJECT NO. 100187</p>

SUBMITTAL DATE: 06/25/14
REVISED DATE:
REVISED DATE:
REVISED DATE:

WHPacific
9755 SW Barnes Rd, Suite 300
 Portland, OR 97225
 503.254.0205 Fax 503.526.0175
 www.whpacific.com

DWG: 037633-V-EX34.dwg

**FILE NO. 35
EXHIBIT "A"**

S.W. Walnut Street
(S.W. 116th Ave. to Tiedeman Ave.)
June 25, 2014
Parcel 1

County Road Project No.: 100187
File No.: 035
Assessors Map: 2S103AA
Tax Lot No.: 001702

PARCEL 1 (TEMPORARY CONSTRUCTION EASEMENT)

A parcel of land lying in the Northeast one-quarter of Section 3, Township 2 South, Range 1 West of the Willamette Meridian, City of Tigard, Washington County, Oregon and being a portion of that tract of land conveyed to Emma Alice Patterson, Trustee, by Statutory Warranty Deed, recorded March 8, 1994 in Document No. 94022057, Washington County Book of Records, the said parcel also being all that portion of said property northerly of a line delineated by following the below noted stations and offsets, southerly of the centerline of realigned S.W. Walnut Street, as said centerline is described below.

S.W. WALNUT STREET CENTERLINE

A road centerline situated in Section 3, Township 2 South, Range 1 West, of the Willamette Meridian in Washington County, Oregon, and being more particularly described as follows:

Beginning at a point on line known as Station 10+00.00 (feet) of said re-aligned S.W. Walnut Street; from Whence a 5/8" iron rod with yellow plastic cap stamped "DEA Inc." in a monument box bears South 78°25'39" West a distance of 785.68 feet, as said iron rod is shown on Survey No. 29,259 as Station 2+14.32 (feet); Thence North 78°25'39" East a distance of 939.10 feet to a Point of Curvature shown on Survey No. 29,259 as Station 19+39.10 PC (feet); Thence along a 415.00 foot radius curve to the right, through a central angle of 10°35'36", an arc distance of 76.73 feet, subtended by a chord of North 83°43'27" East a distance of 76.62 feet a Point of Tangency at Station 20+15.83 PT (feet); Thence North 89°01'15" East a distance of 1376.62 feet to a Point of Curvature shown on Survey No. 29,259 as Station 33+92.45 PC (feet); Thence along a 275.00 foot radius curve to the right, through a central angle of 49°17'05", an arc distance of 236.55 feet, subtended by a chord of South 66°20'13" East a distance of 229.32 feet to a Point of Tangency at Station 36+29.00 PT (feet); Thence South 41°41'40" East a distance of 79.91 feet to the centerline Intersection of S.W. Walnut Street and S.W. Tiedeman Street, said Intersection being shown on Survey No. 29,259 as Station 37+08.91 (feet), the Point of Termination of this description.

Bearings are based upon Survey Number 29259, Washington County Survey Records.

(p. 2)

Station to Station

**Offset Distances Southerly of S.W. Walnut
Street Centerline**

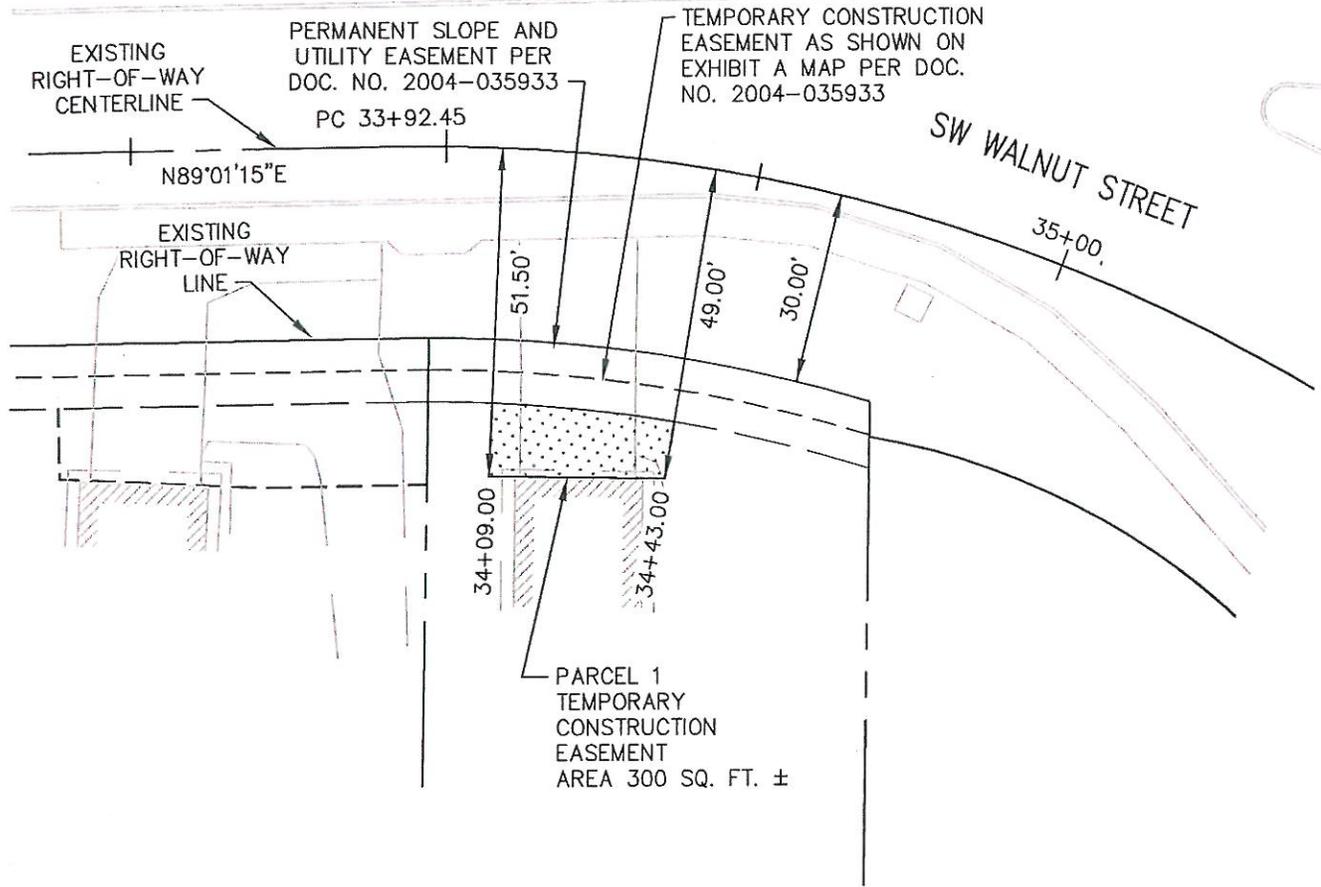
34+09.00 to 34+43.00

51.50 feet along a straight line to 49.00 feet

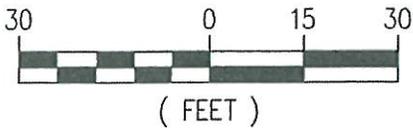
Excepting therefrom, all that portion of said parcel lying within the temporary construction easement as shown on exhibit A map and the permanent easement recorded in Document No. 2004-035933, Washington County Records and all that portion of said parcel lying within the existing right-of-way of S.W. Walnut Street.

The parcel of land to which this description applies contains 300 square feet, more or less.





FILE 035
 EMMA PETERSON, TRUSTEE
 2S103AA TL1702
 DOC. NO. 94022057



LEGEND

 TEMPORARY CONSTRUCTION EASEMENT (PARCEL 1) 300 SQ. FT. ±

FILE NO.: 035	SW WALNUT STREET (SW 116th-Tiedeman Avenue and SW 135th Avenue) WASHINGTON COUNTY PROJECT NO. 100187	SUBMITTAL DATE: 06/25/14	WHPacific <small>6755 SW Barnes Rd. Suite 900 Portland, OR 97225 503-620-4555 Fax 503-526-0778 www.whpacific.com</small>
TAX LOT: 1702		REVISED DATE:	
TAX MAP: 2S103AA		REVISED DATE:	
ADDRESS: 10770 SW WALNUT ST.		REVISED DATE:	
		DWG: 037633-V-EX35.dwg	

AIS-1902

3. D.

Business Meeting

Meeting Date: 10/28/2014

Length (in minutes): Consent Item

Agenda Title: Authorize the City Manager to Execute an Agreement with the County for a CDBG Sidewalk Project

Prepared For: Mike McCarthy **Submitted By:** Judy Lawhead,
Public Works

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

Public Hearing No

Newspaper Legal Ad Required?:

Public Hearing Publication

Date in Newspaper:

Information

ISSUE

Shall council authorize the city manager to execute an agreement with Washington County for a Community Development Block Grant (CDBG) sidewalk project along North Dakota Street and 95th Avenue near Greenburg Road?

STAFF RECOMMENDATION / ACTION REQUEST

Authorize the city manager to execute the agreement.

KEY FACTS AND INFORMATION SUMMARY

Under this project, the city will hire a contractor to construct sidewalk along one side of 95th Avenue for about 400 feet north of Greenburg Road and along one side of North Dakota Street for about 400 feet east of Greenburg Road. Completing these 'missing link' sidewalks would connect the existing sidewalk along Greenburg Road with the existing sidewalk network within the neighborhood.

The city has applied for and received approval of \$200,000 in federal funds through the Community Development Block Grant (CDBG) program administered by Washington County, for the design and construction of this project. This agreement sets the framework for how the funds will be used to accomplish the project.

Key aspects of the agreement are:

- The county has allocated \$200,000 in federal funds from the Department of Housing and Urban Development through the CDBG program for this project.
- This is a reimbursement program. The city will need to hire the design consultant and

construction contractor, pay them for their work, and then submit documentation to the county to be reimbursed for these expenses.

- The agreement states that the city will provide \$30,000 worth of in-kind services, which are anticipated to be staff time to manage the project.
- The agreement includes many standard federal requirements which will apply to this project.

This agreement was reviewed by the city attorney's office.

OTHER ALTERNATIVES

The council could propose changes to the agreement or could decide not to approve the agreement. Proposal of significant changes would delay the project. Should the council decide not to approve the agreement, the CDBG funding would likely be reallocated to another project outside Tigard.

COUNCIL OR CCDA GOALS, POLICIES, MASTER PLANS

This project is consistent with the city's Strategic Plan walkability goals and the Transportation System Plan.

DATES OF PREVIOUS CONSIDERATION

The council was briefed on this agreement at its October 14, 2014, meeting.

Fiscal Impact

Cost: \$30,000

Budgeted (yes or no): Yes

Where Budgeted (department/program): CIP Project No. 95045

Additional Fiscal Notes:

This project is budgeted in the Capital Improvement Plan (CIP). The project budget includes \$34,000 for internal expenses (staff time) paid for by Gas Tax funds. This is more than the \$30,000 of in-kind services required by the agreement. The budget also notes that \$200,000 of external revenue through Washington County is anticipated for this project. These funds will be used to pay external expenses for right of way (if needed), design and construction.

Attachments

Cover Letter for Agreement

Agreement



September 10, 2014

Marty Wine
City of Tigard
13125 SW Hall Blvd
Tigard, OR 97223-8167

Subject: CDBG Project: #6110, City of Tigard, Sidewalk In-fill - N Dakota & 95th Ave

Dear Marty:

Enclosed are three copies of the grant agreement for the above-referenced project. This is our standard boilerplate agreement and incorporates information that you sent us for the exhibits. Please check these over and have the appropriate person sign each Agreement on page 2. Then return the agreements to this office at your soonest convenience.

Once the contracting process is completed, we will send you a letter that will be your "Notice to Proceed." You **should not** incur any costs for the project until you receive this notification.

Sincerely,

A handwritten signature in black ink, appearing to read "Jennie H. Proctor".

Jennie H. Proctor, Program Manager
Office of Community Development

Enclosures

C: Mike McCarthy

AGREEMENT
between
WASHINGTON COUNTY
and
City of Tigard

This Agreement, entered into this ____ day of _____, 2014, between Washington County, a municipality of the State of Oregon (hereinafter referred to as the "County"), and City of Tigard, (hereinafter referred to as the "City"):

RECITALS

- A. The County is an urban county applicant for Block Grant funds under the Housing and Community Development Act of 1974 (the Act), 42 USC 301 et seq as amended, and the National Affordable Housing Act of 1990, and will receive Block Grant funds for the purpose of carrying out eligible community development and housing activities under the Acts and under regulations promulgated by the Department of Housing and Urban Development (HUD) at 24 CFR Part 570;
- B. The County and various cities within the County, including the City, have agreed to cooperate in the undertaking of essential community development and housing activities;
- C. The County desires to have certain services performed by the City as described within this Agreement for the purpose of implementing eligible activities under the Act and HUD regulations;
- D. It is appropriate and mutually desirable that the City be designated by the County to undertake the aforementioned eligible activities, so long as the requirements of the Act, HUD regulations, state law and local law are adhered to, as provided for herein;
- E. The purpose of this Agreement is to provide for the cooperation between the County and the City, as the parties in this Agreement, in implementing such eligible activities in the manner described above;
- F. The parties are authorized and empowered to enter into this Agreement by ORS 190.010 et seq., by the Constitution of the State of Oregon; and
- G. Therefore, in consideration of the payments, covenants, and agreements hereinafter mentioned and to be made and performed by the parties hereto, the parties mutually covenant and agree as provided for in this Agreement.

CITY

WASHINGTON COUNTY

Signature

Chairman, Board of County
Commissioners

Date

Recording Secretary

Date

DUNS Number (*this field required*)

Tax Identification Number (*this field required*)

APPROVED AS TO FORM

Attorney for the Washington County Office of Community
Development

INDEX TO AGREEMENT

PART I. GENERAL CONDITIONS

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4. Administration
5. Operating Budget
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- A. Project Description, Scope of Activities and Anticipated Accomplishments
- B. Authorized Signature Card
- C. Budget Summary

PART I. GENERAL CONDITIONS

1. SCOPE OF AGREEMENT AND APPLICABILITY TO TERMS AND CONDITIONS OF THIS AGREEMENT

- A. This Agreement shall consist of the signature page, the general and special conditions; the federal, state and local program requirements; the evaluation and record keeping requirements; each and every project exhibit incorporated in the Agreement; all matters and laws incorporated by reference herein; and any written amendments made according to the general conditions. This Agreement supersedes any and all former agreements applicable to projects which are the subject of this Agreement.
- B. Depending upon the specific nature of the project, services or purposes for which Block Grant funds are being provided pursuant to this Agreement, certain terms and conditions contained herein may be made inapplicable by their express citation in Part IV, Special Conditions. Except as so expressly excluded, all terms and conditions contained herein have full application, force and effect.

2. SCOPE OF WORK

- A. The City shall perform and carry out in a satisfactory and proper manner the project or services set forth in Exhibit A attached hereto which specifies work to be performed. The Agreement may be amended from time to time in accordance with the general conditions for the purpose of amending the scope of work or for any other lawful purpose.
- B. Any conflict or dispute that may arise with regard to any aspect of CDBG activities for the project shall be resolved by the County's interpretation of the specifications contained in the original project proposal, the current Program Policies, and the County's Office of Community Development CDBG Procedures Manual. Any such determination made by the County shall be final.

3. COMMENCEMENT AND TERMINATION OF PROJECTS

- A. Upon release of project-related funds by HUD pursuant to 24 CFR Part 58 Subpart H, the County shall furnish the City with written notice to proceed. No work on the project shall occur prior to the receipt of written notice to proceed from the County.
- B. All project funds shall be obligated and expended within the Project Year unless the County and the City agree to an amendment extending project activities beyond the Project Year. For the purposes of this Agreement,

"Project Year" shall mean the period from July 1, 2014 through June 30, 2015.

- C. Any property acquired or improved in whole or in part with CDBG funds in excess of \$25,000 shall be used to meet one of the national objectives set forth in 24 CFR 570.208 for a period of five (5) years or until June 30, 2020 unless otherwise modified in writing by the parties to this Agreement.

4. ADMINISTRATION

- A. The Agency shall comply with all applicable uniform administrative requirements as described in 24 CFR 570.502.
- B. The City shall appoint a liaison person who shall be responsible for overall administration of Block Grant funded project(s) and coordination with the County's Office of Community Development. The name of the liaison person shall be specified in writing and submitted to the County's Office of Community Development. The City shall also designate one or more representatives who shall be authorized by the City to sign the Voucher Request and any other forms which may be required. The names of these representatives shall be specified in Exhibit B.
- C. This Agreement is subject to and supplemental to the Agreement of Intergovernmental Cooperation entered into between the County and participating municipalities.

5. OPERATING BUDGET

- A. The City shall expend the funds received from the County under this Agreement in accordance with the budget summary submitted by the City to, and approved by, the County. Such budget summary is attached to this Agreement as Exhibit C. No line item expense in the approved budget shall be changed without a budget revision approved by the County's Office of Community Development. The budget revision shall specifically state the reasons for the requested increase and a justification for the corresponding decrease in another line item. Budget revision(s) must be approved by OCD before any costs are incurred by the City.
- B. The difference between the approved budget amount on a budget line item and a lower or higher bid or quote, in any line item, shall be reported to the County. Excess funds generated by a lower bid or quote shall be considered surplus. The City may submit a budget revision requesting the use of any such surplus, which shall be approved or denied at the discretion of the OCD.

- C. Matching funds identified in Exhibit C shall mean all funds from non-CDBG sources, including in-kind contributions of staff and materials, other grant sources, charitable contributions, volunteer labor, donated materials and services, and similar items of value to the project. Matching funds shall be used for project purposes, and shall be included within the scope of Audits and Inspections conducted under Part III, Section 2 of this Agreement. Increases in matching funds shall be reported to County and the Operating Budget shall be revised accordingly by the OCD.
- D. No later than 90 days from the date the County approves the proposed list of activities, which includes this project, the City shall submit to the County's Office of Community Development written evidence that substantiates the matching funds pledged by the City are available. The availability of pledged funds means all approvals, guarantees, or third party commitments from subrecipients or cosponsors, have been received and will enable the City to officially obligate those matching funds. In the event the City fails to submit such evidence or the evidence is deemed by the County to be unacceptable, the County may exercise its termination options under Part I Section 14 of this Agreement.

6. COMPENSATION AND METHOD OF PAYMENT

A. Subject to the availability of funds from HUD, the County shall reimburse the City for the services specified in Exhibit A. Reimbursement shall be requested by the City by submitting a Community Development Voucher Request (OCD Form 2) and a Program Accomplishments reporting form (OCD Form 3); the forms are to be signed by the City's authorized representatives in a manner prescribed by the County.

B. The County will make payment to the City within two (2) weeks or as soon as practicable after said invoice is received and approved by the Washington County Office of Community Development.

7. REVERSION OF ASSETS AND INTERESTS IN PROPERTY; PROGRAM INCOME

A. Reversion of Assets - In accordance with HUD Regulation 24 CFR, 570.503(b)(7), upon expiration or termination of this agreement the City shall transfer to the County any CDBG funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG funds.

B. Real Property - Real property under the City's control that was acquired or improved in whole or in part in excess of \$25,000 will be used to (1) meet its original national objective for the time period specified in Part I Section 3.C of this agreement; or (2) disposed of in a manner that results in reimbursement to the

County in the amount equal to the current fair market value less any portions attributable to expenditure of non-CDBG funds for acquisition of, or improvement to, the property.

C. Personal Property - Any personal property on hand at the time of the expiration of the project year of this Agreement shall be disposed of in accordance with 24 CFR 85.32.

D. Program Income

- (1) The City shall record the receipt and expenditure of program income as defined in 24 CFR 570.500(a) of the financial transactions of the project(s) funded under this Agreement. Program income shall be reported with each voucher request and substantially disbursed for the benefit of the specific project(s) funded by this Agreement in accordance with the principles of 24 CFR 570.504 (b)(2)(i) and (ii).
- (2) The City may retain program income for the benefit of the specific projects funded by this Agreement, provided it is used in accordance with regulations in 24 CFR 570.504, the provisions of this Agreement, and pursuant to adopted local CDBG program policies. Program income which is not used to continue or benefit such project(s) shall revert back to the Block Grant Fund for reallocation by the County. The County shall determine whether income is being used to continue or benefit a project or projects authorized by this Agreement.
- (3) Program income on hand when the Agreement expires and received after the Agreement's expiration must be used by the City to meet its original national objective for the time period specified in Part I Section 3.C. of this Agreement. The County may transfer the program income to the City, upon its termination of urban county participation provided the City has become an entitlement grantee and agrees to use the program income in its own CDBG entitlement program.

8. FUNDING ALTERNATIVES AND FUTURE SUPPORT

- A. The County makes no commitment to future support and assumes no obligation for future support of the activities contracted for herein, except as expressly set forth in this Agreement.
- B. Should anticipated sources of revenue not become available to the County for use in the Community Development Program, the County shall immediately notify the City in writing, and the County will be released from all

contracted liability for any portion of the Agreement covered by funds not received by the County.

9. AMENDMENTS

This Agreement shall be modified by the parties only upon written amendment signed by each of the parties.

10. ASSIGNMENT AND SUBCONTRACTING

- A. The City shall not enter into any contracts assigning any interest under this Agreement without the written approval of the County. Such consent shall be requested 15 days prior to the date of any proposed assignment.
- B. The County shall assume no liability for acts and omissions of contractors or subcontractors employed or hired by the City.

11. INSURANCE

- A. Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, each party agrees to hold harmless, defend, and indemnify each other, including its officers, agents, and employees, against all claims, demands, actions and suits (including all attorney fees and costs) arising from the indemnitor's performance of this Agreement where the loss of the claim is attributable to the negligent acts or omissions of that party.
- B. Each party shall give the other immediate written notice of any action or suit filed or any claim made against that party that may result in litigation in any way related to this Agreement.
- C. Each party agrees to maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.269 through 30.274.
- D. The County, in its sole discretion, may modify or waive any of the above required insurance coverage upon written approval of the COUNTY'S Risk Manager. Any such waiver or modification shall be set forth in Attachment D.

12. HOLD HARMLESS AND INDEMNIFICATION

The City agrees to defend, save, hold harmless and indemnify the County, its officers, employees and agents from and against any and all claims, damages,

losses and expenses, including but not limited to reasonable attorney's fees, arising out of or resulting from City's own negligence, performance of or failure to perform the obligations of this Agreement and any agreement resulting from this Agreement.

13. CONFLICT OF INTEREST

- A. General – In the procurement of supplies, equipment, construction and services by City, the conflict of interest provisions in 24 CFR 85.36 and 84.42, respectively shall apply. In all cases not governed by 24 CFR 85.36 and 84.42, the provisions of 24 CFR 570.611 shall apply.
- B. Interest of Officers, Employees, or Agents - No officer, employee, or agent of the County or City who exercises any functions or responsibilities in connection with the planning and carrying out of the Block Grant Program, or any other person who exercises any functions or responsibilities in connection with the Program, shall have any personal financial interest, direct or indirect, in this Agreement and the County and City shall take appropriate steps to assure compliance.
- C. Interest of Subcontractor and Their Employees - The City agrees that it will incorporate into every subcontract required to be in writing and made pursuant to this Agreement the following provision:

“The Contractor covenants that no person who presently exercises any functions or responsibilities in connection with the Block Grant Program, has any personal financial interest, direct or indirect, in this Agreement. The Contractor further covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Agreement no person having any conflicting interest shall be employed. Any interest on the part of the Contractor or his employees must be disclosed to the City and Washington County.”

14. DEFAULT

- A. Each of the following events shall constitute a default on the part of the City:
 - (1) Material noncompliance with the terms of this Agreement, the Award, or any and all applicable state or federal laws and regulations;

- (2) Mismanagement or improper use of Award funds;
- (3) Failure to obligate required funds or to provide work or services required by this Agreement;
- (4) Failure to submit reports, supplying incomplete or inaccurate reports required by Part III herein.

B. Each of the following events shall constitute a default on the part of the County:

- (1) Material noncompliance with the terms of this Agreement, the Award, any and all applicable state and federal laws and regulations;
- (2) Failure to provide funding for projects or services rendered as required by this Agreement.

15. ENFORCEMENT

A. In the event the City is found in default under the terms of this Agreement the County may:

- (1) Withhold any or all of any pending or future payments until the default is cured;
- (2) Terminate or suspend all or part of this Agreement or Award herein in accordance with 24 CFR 85.43;
- (3) Prohibit the City from incurring additional obligations of funds until the County notifies the City in writing that the default is cured;
- (4) Disallow or deny both the use of funds and matching credit of the activity or action not in compliance;
- (5) Take any and all other legal or equitable remedies available.

B. Any costs attributed to the program which were lawfully incurred prior to any suspension or termination will be considered properly incurred. Any costs attributed to the program during or after any suspension or termination are specifically not allowed without express written consent by the County.

16. APPEAL

In the event the County takes an action to enforce the terms of this Agreement, the Award or to enforce compliance with applicable state and federal law, the City may appeal such action in the manner provided in this section as follows:

- (1) The County shall provide the City with written notice of the default and the right to cure, if any;
- (2) The City may pursue an informal appeal by contacting the Manager of the Office of Community Development.
- (3) The City may appeal the informal decision of the Manager by submitting a written objection of the enforcement action directly to the Community Development Policy Advisory Board (PAB).
 - (a) The PAB may consider oral argument, written testimony and any other such evidence it considers relevant to a determination.
 - (b) The PAB shall consider all information and reach a determination based upon the record submitted and prepare a written finding.
 - (c) The PAB, in its discretion may hold a formal hearing. The City shall have the opportunity to provide oral testimony if a hearing is conducted by the PAB. If a formal hearing is not held, the City shall have the opportunity to submit written objections, arguments and other material relevant to its position to the PAB.
 - (d) The findings of the PAB are final and no further appeal is allowed.

17. TERMINATION

- A. This Agreement shall terminate upon any of the following events:
- (1) Termination following default as defined previously;
 - (2) The failure by the County to provide funding for services rendered as required by this Agreement;
 - (3) The unavailability of Block Grant funds from either the federal government or through the County.
 - (4) Termination for convenience by either party pursuant to 24 CFR 85.44.

- B. This Agreement will terminate upon thirty (30) days written notice by the County in the event funding is no longer available.
- C. Upon termination of this Agreement, any unexpended balance of Agreement funds shall remain with the County. The regulations relating to reimbursement of Block Grant funds shall be applicable to the City for expended funds in accordance with HUD Regulation 24 CFR, 570.503(b)(7) and Part I, Section 7 herein.
- D. The City shall reimburse the County for any and all funds expended in violation of the terms of this Agreement, state or federal law.

18. PROHIBITION ON THE USE OF DEBARRED CONTRACTORS

CDBG funds shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the services of, or fund any contractor or subrecipient during any period of debarment, suspension, or placement in ineligibility status under the provisions of 24 CFR Part 5. The City shall not make any award at any tier to any party which is debarred, suspended or excluded from participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension."

19. APPLICABLE LAW, VENUE, ATTORNEY FEES AND COSTS

This Agreement shall be governed by the laws of the State of Oregon and federal law. Any action or suit commenced in connection with this Agreement shall be in the Circuit Court of Washington County. The prevailing party, either in Circuit Court or on appeal, shall be entitled to reasonable attorney fees and costs and disbursements as awarded by the Court.

20. EXTENSIONS

If, in the determination of the Office of Community Development (OCD), a time extension is necessary or appropriate, an extension of the term of this Agreement for an additional period may be granted to the City by the County's Office of Community Development provided the City requests such an extension, in writing, at least four (4) weeks prior to the last expiration date contained in this Agreement. Additional extension(s) may be granted by the OCD Program Manager in case of extenuating circumstances.

21. SURVIVAL

The terms, conditions, representations, obligations and warranties set forth in this Agreement shall survive the termination or expiration of this Agreement.

PART II. FEDERAL, STATE AND LOCAL PROGRAM REQUIREMENTS

1. UNIFORM ADMINISTRATIVE REQUIREMENTS

- A. The City shall comply with all applicable uniform administrative requirements, as described in 24 CFR 570.502

2. PROCUREMENT STANDARDS

- A. In awarding contracts pursuant to this Agreement, the City shall comply with all applicable requirements of local and state law for awarding contracts, including but not limited to procedures for competitive bidding, contractor's bonds, and retained percentages. In addition, the City shall comply with the requirements of the 24 CFR Part 85.36 relating to bonding, insurance and procurement standards; and with Executive Order 11246 and the regulations issued pursuant thereto (41 CFR Chapter 60) regarding nondiscrimination bid conditions for projects over \$25,000.
- B. The City agrees to submit copies of all contracts, agreements, plans, specifications and change orders related to the project to the County's Office of Community Development in a timely manner. No plan specification or change order shall be used or implemented if it increases the total project cost without approval from the Office of Community Development.
- C. The City shall make available to each contractor bidding on any activity under this Agreement a listing of minority business enterprises (MBEs).

3. ENVIRONMENTAL REVIEW

- A. The County retains environmental review responsibility for purposes of fulfilling requirements of the National Environmental Policy Act as implemented by HUD Environmental Review Procedures (24 CFR Part 58). The County shall require the City to furnish data, information and assistance for the County's review and assessment in fulfillment of the County's responsibilities under 24 CFR, Part 58.
- B. The City shall not proceed with the acquisition of real property, any construction activities, or commit any other choice limiting action under this Agreement until there is satisfaction of all applicable requirements of the National Environmental Policy Act.
- C. Other Environmental Compliance Requirements:

- (1) Historic Preservation. The City shall meet the historic preservation requirements of the National Historic Preservation Act of 1966 (Public Law 89-665) and the Archeological and Historic Preservation Act of 1974 (Public Law 93-291) and Executive Order 11593, including the procedures prescribed by the Advisory Council on Historic Preservation in the regulations at 36 CFR Part 800. Activities affecting property listed in or found to be eligible for inclusion in the National Register of Historic Places will be subject to requirements set forth in HUD Environmental Review Procedures at 24 CFR Part 58.
- (2) National Flood Insurance. The City shall not receive Community Development Block Grant funding for acquisition or construction for use in any area that has been identified as having special flood hazards and is not participating in the National Flood Insurance Program, as provided by Section 3(a) and 202 (a) of the Flood Disaster Protection Act of 1973 (42 USC 400(a) and 4106) and the regulations thereunder (44 CFR Chapter 1, Subchapter B, and 24 CFR, Section 570.605).
- (3) Air and Water Pollution. The City shall comply with the provisions of the Clean Air Act, as amended (42 USC Section [1857] 7401 et seq.) and the regulations issued thereunder (40 CFR Part 15) and the Water Pollution Act, 33 U.S.C. 1251 et. seq.
- (4) Lead-Based Paint Poisoning. Pursuant to 24 CFR, 570.608 the City shall comply with the HUD Lead-Based Paint Regulations (24 CFR Part 35, subparts A,B,J,K, and R) issued pursuant to the Lead-Based Paint Poisoning Prevention Act, as amended, (42 USC Section 4821-4846) and the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856) requiring prohibition of the use of lead-based paint whenever funds under this Agreement are used directly or indirectly for acquisition, construction, rehabilitation, or modernization; elimination of immediate lead-based paint hazards in residential structures; and notification of the hazards in residential structures; and notification of the hazards of lead-based paint poisoning to purchasers and tenants of residential structures constructed prior to 1978.
- (5) Endangered Species Act. The City shall comply with the provisions of the Endangered Species Act of 1973, as amended (16 USC Section 1531 et seq.), particularly Section 7 of the regulations thereunder (50 CFR Part 402).

4. NONDISCRIMINATION

- A. General. The City shall comply with all federal, state and local laws prohibiting discrimination on the basis of race, color, national origin, religion, gender, familial status, age or disability. These requirements are specified in Section 109 of the Housing and Community Development Act of 1974 "as amended"; Civil Rights Act of 1964, Title VI (42 USC 2000d et seq.) and implementing regulations at 24 CFR 1; Civil Rights Act of 1968, Title VIII (42 USC 3601 et seq.); Executive Order 11063, as amended by Executive Order 12259; Executive Order 11246 and the regulations issued pursuant thereto (41 CFR Chapter 60); Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u); and Section 504 of the Rehabilitation Act of 1973, (29 USC 794); Americans With Disabilities Act (ADA) (42 USC 12101); and the Age Discrimination Act of 1975 (42 USC 6101 et seq.). Specifically, the City is prohibited from taking any discriminatory actions defined in the HUD regulations at 24 CFR 570.602 and 24 CFR Part 6 and shall take such affirmative and corrective actions as required by the regulations at 24 CFR Part 6. These requirements are summarized in the following paragraphs:
- (1) Program Benefit. The City shall not discriminate against any resident of the project service area by denying benefit from or participation in any Block Grant funded activity on the basis of race, color, national origin, religion, gender, familial status, age or disability. (Civil Rights Act of 1964, Title VI; Civil Rights Act of 1968, Title VIII; Section 109, Housing and Community Development Act of 1974; Age Discrimination Act 1975; Americans With Disabilities Act (ADA) (42 USC 12101); Section 504, Rehabilitation Act of 1973.)
- (2) Fair Housing. The City shall take necessary and appropriate actions to prevent discrimination in federally assisted housing and lending practices related to loans insured or guaranteed by the Federal Government. The City shall comply with the Civil Rights Act of 1964 (42 USC 2000(d) et. seq. and implementing regulations in 24 CFR part 1, and the Fair Housing Act 42 USC 3601 – 3620) Executive Order 11063, as amended by Executive Order 12259 and implementing regulations in 24 CFR part 107.
- (3) Employment.
- (a) In all solicitations under this Agreement the City shall state that all qualified applicants will be considered for employment. The words, "Equal Opportunity Employer" in all advertisements shall constitute compliance with this Section.
- (b) The City shall not discriminate against any employee or applicant for employment in connection with the Agreement because of, race,

color, national origin, religion, gender, familial status, age or disability except when there is a bona fide occupational limitation. The City shall not refuse to hire, employ or promote, or bar, discharge, dismiss, reduce in compensation, suspend, demote, or discriminate in work activities, terms or conditions because an individual has a physical or mental disability in any employment in connection with this Agreement unless it can be shown that the particular disability prevents the performance of the work involved. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training. The City shall comply with Executive Order 11246 as amended by Executive Orders 11375, 11478, 12086, and 12107 (Equal Employment Opportunity); Executive Order 13279 (Equal Protection of the Laws for Faith-Based and Community Organizations) and the implementing regulations at 41 CFR chapter 60; and Section 504 of the Rehabilitation Act of 1973; Americans With Disabilities Act (ADA) (42 USC 12101); and the Age Discrimination Act of 1975.)

- (c) This Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 USC 170lu), as amended, the HUD regulations issued pursuant thereto at 24 CFR Part 135, and any applicable rules and orders of HUD issued thereunder prior to the HUD authorization of the funding approval.
- (4) Persons With Disabilities. As required by 24 CFR, Part 8.51 the City shall conduct a self-evaluation and take corrective action to ensure reasonable accommodation in programs and services to persons with disabilities. The City shall provide County with a completed self- evaluation checklist, in the form set forth in County's CDBG Procedures Manual.
- (5) Contractors and Suppliers
 - (a) No contractor, subcontractor, union or vendor engaged in any activity under this Agreement shall discriminate in the sale of materials, equipment or labor on the basis of race, color, national origin, religion, gender, familial status, age or disability.. No contractor, subcontractor, union or vendor engaged in any activity under this Agreement shall refuse to hire, employ or promote, or bar, discharge, dismiss, reduce in compensation, suspend, demote or discriminate in work activities, terms or conditions because an individual has a physical or mental disability in any employment in connection with this Agreement unless it can be shown that the particular disability prevents the performance of the work involved. Such practices include upgrading, demotion, recruiting, transfer, layoff, termination,

pay rate, and advertisement for employment. (Executive Order 11246 as amended; and Section 504 of the Rehabilitation Act of 1973; and the Age Discrimination Act of 1975.)

- (b) To the greatest extent feasible, the City shall purchase supplies and services for activities under this Agreement from vendors and contractors whose businesses are located in the area served by the Block Grant funded activities or owned in substantial part by project area residents. (Section 3, Housing and Community Development Act of 1968, as amended.)

- B. In the event of noncompliance by the City with any nondiscrimination provisions of this Agreement, the County shall have the right in whole or in part to terminate this Agreement in accordance with Part I, Section 15.

5. PROPERTY MANAGEMENT

The City, as a subgrantee, agrees that any property, equipment, or supplies purchased wholly or in part with program funds shall be managed under the same guidelines applicable to the County, pursuant to 24 CFR Part 85.

6. LABOR STANDARDS

- A. The City shall require that project construction and subcontractors pay their laborers and mechanics at wage rates in accordance with the Davis-Bacon Act, as amended (40 USC sections 276(a)-276(a)(5), and that they comply with the Copeland "Anti-Kickback" Act, as amended (40 U.S.C. 276(c) and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) as further prescribed at 29 CFR Parts 1, 3, 5, 6 and 7; provided that this section shall not apply to rehabilitation of residential property designed for residential use by less than eight units.
- B. A copy of the current Davis-Bacon wages must be included in all construction bid specifications and/or contracts over \$2,000.
- C. If the Project constitutes a public work as defined in ORS 279C.840, unless the Project is otherwise exempt, City shall require and ensure that all of its agreements with and between contractors and subcontractors contain provisions:
 - (a) requiring compliance with ORS 279C.840;
 - (b) stating the existing state prevailing wage rate and, if applicable, the federal prevailing rate of wage required under the Davis bacon Act (40 U.S.C. 276a) that may be paid to workers in each trade or occupation required for public

works employed in the performance of the contract either by the contractor or subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract;

(c) requiring that workers not be paid less than the specified minimum hourly rate of wage in accordance with ORS 279C.838;

(d) stating that a fee is required to be paid to the Commissioner of the Bureau of Labor and Industries as provided under ORS 279C.825 pursuant to the administrative rule of the commissioner; and

(e) requiring the contractor and every subcontractor to have a public works bond filed with the Construction Contractors Board before starting work on the project unless exempt under ORS 279C.836(7) or (8).

7. ACQUISITION AND RELOCATION

A. Any acquisition of real property by a unit of government for any activity assisted under this Agreement shall comply with the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 amended as Title IV of the Surface Transportation and Uniform Relocation Assistance Act of 1987 (hereinafter referred to as the Uniform Relocation Act) (42 USC 4601 et seq.) and the Regulations at 24 CFR Part 42 as amended effective April 2, 1987.

B. Any displacement of persons, business, nonprofit organizations or farms as a result of acquisition of real property assisted under this Agreement shall comply with Title II of the Uniform Act and the regulations at 24 CFR Part 42. The City shall comply with the regulations pertaining to relocation at 24 CFR Section 570.606 and the Washington County CDBG Program Policies.

8. ARCHITECTURAL BARRIERS

Any building or facility designed constructed or altered with CDBG funds, and that meets the definition of a "residential structure" as defined in 24 CFR 40.2 or the definition of a "building" as defined in 41 CFR 101-19.602(a), shall comply with the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101.19.6, for general type buildings, and the provisions of the Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA).

9. NONPARTICIPATION IN POLITICAL ACTIVITIES

The City shall comply with the provisions of the Hatch Act (5 USC Chapter 15).

10. NONSUBSTITUTION FOR LOCAL FUNDING

The Block Grant funding made available under this Agreement shall not be utilized by the City to reduce substantially the amount of local financial support for community development activities below the level of such support prior to the availability of funds under this Agreement.

11. PUBLIC INFORMATION

All written materials (reports, brochures, promotional or informational items), news releases, and other public notices produced by or for the City shall acknowledge the source of funding as being derived from the Department of Housing and Urban Development and provided through the Washington County Community Development Block Grant Program.

12. UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES

To the extent applicable to the City's acceptance and use of funds under this Agreement, the City shall comply with the policies, guidelines and Uniform Administrative Requirements of OMB Circulars A-87, a-110 (Implemented at 24 CFR part 84), A-122, A-133 (Implemented at 24 CFR part 45), and A-128 (Implemented at 24 CFR part 44). The applicable sections of 24 CFR Parts 84 and 85 are set forth at 24 CFR 570.502.

13. CERTIFICATION REGARDING LOBBYING

The City certifies, by affixing its authorized signature(s) to this agreement that, to the best of the City's knowledge and belief:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the City, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the entering into this cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this cooperative agreement.

- B. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. (Available through the Office of Community Development.)
- C. The City shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

14. CERTIFICATION REGARDING USE OF EXCESSIVE FORCE

The City in accordance with Section 519 of Public Law 101-144, 1990 HUD Appropriations Act, certifies by affixing its authorized signature(s) to this agreement that the City will not use excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations.

15. ELIGIBILITY RESTRICTIONS FOR CERTAIN RESIDENT ALIENS

The City shall comply with the provisions in 24 CFR 570.613 pertaining to the eligibility restrictions for certain newly legalized aliens described in 24 CFR part 49.

PART III. EVALUATION AND RECORD KEEPING

1. EVALUATION

The City agrees to participate with the County in any evaluation project or performance report, as designed by the County or the appropriate federal agency, and to make available all information required by any such evaluation process.

2. AUDITS AND INSPECTIONS

A. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by the County, federal or state officials so authorized by law during the performance of this Agreement and during the period of records retention specified in this Part III at paragraph 4.

B. The City shall be responsible for meeting the audit requirements established in the U.S. Office of Management and Budget Circular A-133. Upon request of the County's Office of Community Development, the City shall be required to provide audit information relative to any project or activity funded under the terms of this Agreement.

3. RECORDS

In the event the City sponsors multiple projects, each project shall be maintained under a separate file system and kept in a manner recommended by the County. As required by HUD regulations, the City shall compile and maintain records as indicated:

A. Financial Management - Such records shall identify adequately the source and application of funds for activities within this Agreement in accordance with the provisions of 24 CFR Part 85.20. These records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.

B. Citizen Participation - Narrative and other documentation describing the process used to inform citizens concerning the amount of funds available, the ranges of project activities undertaken, and opportunities to participate in funded Block Grant projects.

C. Relocation - City recordkeeping must comply with the Uniform Act implementing regulations at 24 CFR Part 42. Indication of the overall status of the relocation workload and separate relocation record for each person, business, organization, and farm operation displaced or in the relocation workload must be kept.

D. Real Property Acquisition

1. If the City acquires real property by exercising its power of eminent domain, City acquisition files must contain the following records:

- (a) Identification of property and property owners.
- (b) Official Determination to Acquire - A citation of the action that constitutes the official determination to acquire, the date of the action, and the applicable CDBG project number.
- (c) Notice of Intent to Acquire the Property - A copy of the notice (including owner's rights), citation of the date of transmittal to owner, and evidence of receipt by the owner. If tenants are involved, then a general notice must also be issued to all affected tenants.
- (d) Preliminary Acquisition Notice - A citation of the date of transmittal to the owner and evidence of receipt by owner.
- (e) Invitation to Accompany Appraiser - Evidence that owner was invited to accompany each appraiser on his inspection of the property.
- (f) Appraisal Reports - A copy of each appraisal report, including reviewer's report, on which determination of just compensation was based.
- (g) Determination of Just Compensation - A copy of the resolution, certification, motion or other document constituting the determination of just compensation.
- (h) Purchase Offer - A copy of written purchase offer of just compensation, including all basic terms and conditions of such offer, and a citation of the date of delivery to the owner. This date is the initiation of negotiations and triggers the relocation requirement of making a "Notice of Displacement".
- (i) Statement of the Basis for the Determination of Just Compensation - A copy of the statement and an indication that it was delivered to the owner with written purchase offer.

- (j) Purchase Agreement, copy of recorded Deed, Declaration of Taking, Title Report, Title exceptions - A copy of each such document and any similar or related document utilized in conveyance.
- (k) Settlement Cost Reporting Statement - A signed copy of the statement.
- (l) Purchase Price Receipt - Evidence of owner receipt of purchase price payment.
- (m) Copy of any appeal or complaint and City response.

2. If the City opts not to exercise its power of eminent domain and acquires real property through voluntary acquisition, City acquisition files must contain the following records:

- (a) Identification of property and property owners.
- (b) Letter sent to Seller (prior to City making an offer on the property) which states:
 1. Federal CDBG funds may be used on this project.
 2. The Buyer has the power of eminent domain but will not use its power of eminent domain to purchase the property.
 3. Seller is not eligible for benefits under the URA under this type of voluntary acquisition.
 4. The current appraised value of the property, or other indication of fair market value approved in advance by the County.

The seller must sign, date, and return the letter, thus documenting receipt.

- (c) Appraisal Reports - A copy of each appraisal report, including reviewer's report, on which determination of just compensation was based.
- (d) Purchase Agreement, copy of recorded Deed, Declaration of Taking, Title Report, Title exceptions - A copy of each such document and any similar or related document utilized in conveyance.
- (e) Purchase of Price Receipt - Evidence of owner receipt of purchase price payment.
- (f) Either:
 1. Documentation that no tenants were affected by the sale; or
 2. Copy of General Information Notices sent to tenants and evidence of delivery of said notices.

(g) Evidence that the property is not part of a designated project area where substantially all the properties in the area will be purchased within a specified timeframe. The documentation must also show that the City does not require a specific site for the program or activity; instead, the documentation must show that the City is willing to consider alternative sites.

- E. Equal Opportunity - The City will maintain racial, ethnic, and gender data showing the extent to which these categories of persons have participated in, or benefitted from, the activities carried out under this Agreement. The City shall also maintain data which records its affirmative action in equal opportunity employment, and its good faith efforts to identify, train, and/or hire lower-income residents of the project area and to utilize business concerns which are located in or owned in substantial part by persons residing in the area of the project.
- F. Labor Standards - Records shall be maintained regarding compliance of all contractors performing construction work under this Agreement with the labor standards made applicable by 24 CFR Part 570.605.
- G. Miscellaneous Records - The City shall maintain such other records as may be required by the County and/or HUD.

4. RETENTION OF RECORDS

As required in 24 CFR 85.42, required records shall be retained for a period of four (4) years following the date of the submission of the final grantee performance report in which the activity is covered, except as follows:

- A. Records that are the subject of audit findings shall be retained for four (4) years or until such audit findings have been resolved, whichever is later.
- B. Records for Real Property and Equipment shall be retained for four (4) years after its final disposition. The retention period starts from the date of disposition, replacement, or transfer at the direction of the County. Equipment is defined in 24 CFR Part 85.32 and real property is defined in 24 CFR Part 570.505.
- C. Records for any displaced person shall be retained for four (4) years after such person has received final payment.

5. ACCESS TO RECORDS

As required in 24 CFR 85.42(e), for so long as records are retained by the Agency, the County, The Comptroller General of the United States, or any of their

authorized representatives shall have the right of access to any pertinent books, documents, papers, or other records of Agency which are pertinent to this Agreement in order to make audits, examinations, excerpts and transcripts.

PART IV. SPECIAL CONDITIONS

1. The City shall execute this agreement no later than 30 days following the date of the County's letter of transmittal.
2. The City shall make available to the County's Office of Community Development, a draft copy of the Bid Specifications (including drawings, if applicable). At a minimum, the draft specifications shall include: the date of bid solicitation; date of bid opening or final date of phone solicitations, as applicable; proposed work activities; and anticipated award date. In addition, the City will provide a written construction cost estimate and a projected start of construction.
3. After the Pre-construction Conference, the City shall make available to the Office of Community Development a copy of the following documents: Final Bid Specifications (including drawings, if applicable); all signed contract documents between the City and the Contractor; the City's Notice to Proceed; all required bonds obtained by the contractor; and a projected schedule for each of the activities.
4. In accordance with Part I, Paragraph 1.B., the following covenants are deemed not applicable and are expressly deleted:

PART V: EXHIBITS

- A. Project Description, Scope of Activities and Anticipated Accomplishments
- B. Authorized Signature Card
- C. Budget Summary

PROJECT DESCRIPTION, SCOPE OF ACTIVITIES
AND ANTICIPATED ACCOMPLISHMENTS
2014-2015 CDBG Program Year

- I. Federal Award Information
 - A. Federal Award Number: B-14-UC-41-0002
 - B. CFDA #: 14.218
 - C. Amount of Federal Funds: See III.E. below

The Federal Award Information shown above must be passed on to any subaward made under this contract.

- II. Washington County Project Number and Title:

CDBG Project #6110, City of Tigard, Sidewalk In-fill - N Dakota & 95th Ave

- III. Description of: Project, Activities, Anticipated Accomplishments, Low and Moderate or Other Target Group Beneficiaries.

- A. Nature and Purpose of the Project:

The project will construct 800 feet of 'missing link' sidewalk along North Dakota St and 95th Ave connecting a large neighborhood's pedestrian traffic to Greenburg Rd. Most of the streets in this portion of the neighborhood have adequate sidewalks; however, there are two key gaps at North Dakota St and 95th Ave's intersection with Greenburg Rd. Both streets are the main ways into and out of this neighborhood, yet they lack sidewalks right where pedestrian and traffic volumes are highest. Because this is such an important neighborhood connection, people need to walk along these streets to get to jobs, transit, school bus routes, basic services, and the rest of the community. This means they have to risk walking in the narrow travel lanes of a road used by over a thousand cars a day. The hill on 95th Avenue creates an even more dangerous path for cars and pedestrians to have to access in order to reach Greenburg Road.

- B. Proposed Location or Impact Area(s):

North Dakota and 95th Avenue, Tigard

- C. Duration/Timing of the Project:

July 1, 2014 - June 30, 2015

- D. Number of Low and Moderate Income or Target Group Beneficiaries:

722 Low/Moderate income Individuals

E. Component Activities (CDBG vs. Others):

CDBG = \$200,000 Agency = \$30,000

F. Quantitative Projections for CDBG Component Activities (in units, linear feet, square feet, etc.) for all acquisitions, construction, reconstruction, rehabilitation, etc.:

CDBG funds will be used for acquisition of adjacent land not currently in the public right-of-way (as needed), professional services, and construction costs associated with the project.

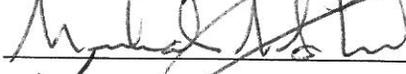
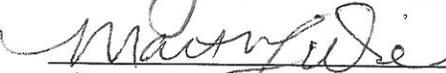
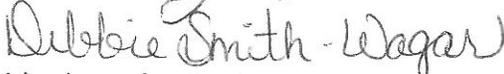
Project No. 95045
Project Year Funded 2015

AUTHORIZATION SIGNATURE CARD

Project Name Sidewalk In-fill - N Dakota & 95th Avenue
Applicant's Name City of Tigard
Address 13125 SW Hall Blvd.
City, State, Zip Tigard, OR 97223
Telephone Number 503.718.2462

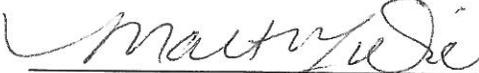
SIGNATURE OF INDIVIDUALS AUTHORIZED TO SIGN FINANCIAL DOCUMENTS:

Any TWO signatures required to sign any financial document

NAME	SIGNATURE
<u>Mike McCarthy</u>	<u></u>
<u>Mike Stone</u>	<u></u>
<u>Kim McMillian</u>	<u></u>
<u>Toby LaFrance</u>	<u></u>
<u>Marty Wine</u>	<u></u>
<u>Debbie Smith-Wagar</u>	<u></u>

I certify that the signatures above are of the individuals authorized to execute financial documents.

4/2/2014
Date


Signature of Authorized Official
City Manager
Title of Authorized Official

Budget Summary (2 page form - see Excel tabs)

Project Title: Tigard Sidewalk Infill: North Dakota St and 95th Ave to Greenburg Rd
Legal Name of Entity: City of Tigard
Address: 13125 SW Hall Blvd City: Tigard State: OR Zip: 97223

I. BUDGET LINE ITEMS:

A. Personnel Services

1. No. of Employees	2. Job Title	3. Total Salary	4. Portion Chargeable to CDBG
1	Senior Project Engineer	\$10,000.00	
1	Engineering Technician 1	\$10,000.00	
1	Senior Engineering Technician	\$10,000.00	
5. Subtotal		\$30,000.00	
6. Extra Help/Overtime			
7. Fringe Benefits			
8. TOTAL PERSONNEL COSTS		\$30,000.00	\$0.00
B. Materials and Supplies		Materials and Services	Portion Chargeable to CDBG
9. Office Supplies			
10. Operating Supplies			
11. Communications			
12. Travel and Training			
13. Legal & Public Notices		\$2,000.00	\$2,000.00
14. Professional Services		\$50,000.00	\$50,000.00
15. Construction Contracts		\$115,000.00	\$115,000.00
16. Other (<i>specify</i>): __Permits and Fees__		\$3,000.00	\$3,000.00
17. TOTAL MATERIALS AND SERVICES		\$170,000.00	\$170,000.00

C. CAPITAL OUTLAY	Total Capital Outlay	Portion Chargeable to CDBG
18. Capital Outlay:		
Quantity Item		
19. Real Property Acquisition	\$30,000.00	\$30,000.00
20. TOTAL CAPITAL OUTLAY	\$30,000.00	\$30,000.00
	21. Total Project Cost	22. Total CDBG Award
	\$230,000.00	\$200,000.00
II. SOURCES OF PROJECT FUNDING		
1. Federal		
2. State		
3. Local Cash		
4. County		
5. In-Kind Service and Supply	\$30,000.00	
6. Other (specify): _____		
7. Subtotal	\$30,000.00	
8. Community Development Block Grant	\$200,000.00	
9. TOTAL PROJECT COST	\$230,000.00	

III. AUTHORIZATION

4/2/14
Date

[Signature]
Authorized Signature for Project

4-2-14
Date

[Signature]
Authorized Signature for Project

COUNTY USE ONLY

Reviewed and approved by Washington County Office of Community Development on

Aug 29, 2014 by Jennie H. Proctor
Signature

AIS-1879

4.

Business Meeting

Meeting Date: 10/28/2014

Length (in minutes): 10 Minutes

Agenda Title: FY 2015 First Quarter Supplemental Budget
Hearing-City Center Development Agency

Prepared For: Carissa Collins

Submitted By: Carissa Collins, Financial and Information Services

Item Type: Motion Requested **Meeting Type:** City Center
Resolution Development
Public Hearing - Agency
Legislative

Public Hearing Yes

Newspaper Legal Ad Required?:

Public Hearing Publication 10/23/2014

Date in Newspaper:

Information

ISSUE

A first quarter supplemental amendment to the FY 2015 Adopted Budget for the City Center Development Agency (CCDA) is required. The purpose of the supplemental is to account for revenues and expenses that were unknown at the time of budget adoption.

STAFF RECOMMENDATION / ACTION REQUEST

Approve the FY 2015 First Quarter Supplemental Budget Amendment for the CCDA.

KEY FACTS AND INFORMATION SUMMARY

A carryforward in the amount of \$32,000 is being requested for the completion of two projects in the Facade Improvement Program.

OTHER ALTERNATIVES

Do not approve the supplemental budget amendment.

COUNCIL OR CCDA GOALS, POLICIES, MASTER PLANS

Downtown

DATES OF PREVIOUS CONSIDERATION

N/A

Fiscal Impact

Cost: \$32,000

Budgeted (yes or no): No

Where Budgeted (department/program): CCDA

Additional Fiscal Notes:

A total of \$32,000 is required to complete two projects in the Facade Improvement Program.

Attachments

Exhibit-A

Resolution

1. Carryforward-City Center Development Agency

A carryforward is required for the completion of two projects in the Façade Improvement Program. This action will increase the beginning fund balance in the Urban Renewal Capital Improvement Fund by \$32,000 with an equal increase in capital program expenditures.

		Revised Budget	Amendment	Revised Budget
Urban Renewal Capital Improvement Fund				
Resources	Beginning Fund Balance	\$ -	\$ 32,000	\$ 32,000
	Property Taxes	\$ -		\$ -
	Franchise Fees	\$ -		\$ -
	Licenses & Permits	\$ -		\$ -
	Intergovernmental	\$ 254,000		\$ 254,000
	Charges for Services	\$ -		\$ -
	Fines & Forfeitures	\$ -		\$ -
	Interest Earnings	\$ -		\$ -
	Miscellaneous	\$ -		\$ -
	Other Financing Sources	\$ 1,330,000		\$ 1,330,000
	Transfers In from Other Funds	\$ 675,000		\$ 675,000
	Total Resources	\$ 2,259,000	\$ 32,000	\$ 2,291,000
Requirements				
	Policy and Administration	\$ -		\$ -
	Community Development	\$ -		\$ -
	Community Services	\$ -		\$ -
	Public Works	\$ -		\$ -
	Program Expenditures Total	\$ -	\$ -	\$ -
	Debt Service	\$ -		\$ -
	Loans	\$ -		\$ -
	Work-In-Progress	\$ 2,259,000	\$ 32,000	\$ 2,291,000
	Transfers to Other Funds	\$ -		\$ -
	Contingency	\$ -		\$ -
	Total Budget	\$ 2,259,000	\$ 32,000	\$ 2,291,000
	Reserve For Future Expenditure	\$ -	\$ -	\$ -
	Total Requirements	\$ 2,259,000	\$ 32,000	\$ 2,291,000

CITY OF TIGARD, OREGON
CITY CENTER DEVELOPMENT AGENCY
RESOLUTION NO. 15-____

A RESOLUTION TO ADOPT A SUPPLEMENTAL BUDGET AMENDMENT TO THE FY 2015 BUDGET THAT WILL BE USED FOR THE FAÇADE IMPROVEMENT PROGRAM.

WHEREAS, the city acknowledges those items that were unknown at the time the FY 2015 Budget was adopted; and

WHEREAS, the city allows for the carryover of funds that were unspent in the previous year; and

WHEREAS, the city recognizes \$32,000 of unanticipated requirements in the City Center Development Agency are offset by \$32,000 of beginning fund balance in the capital expenditures program.

NOW, THEREFORE, BE IT RESOLVED, by the Tigard City Center Development Agency that:

SECTION 1: The FY 2014-15 Budget is hereby amended as is stated in Exhibit A.

SECTION 2: This resolution is effective immediately upon passage.

PASSED: This _____ day of _____, 2014.

Chair – City of Tigard
City Center Development Agency

ATTEST:

Recorder – City of Tigard City Center Development Agency

AIS-1939

5.

Business Meeting

Meeting Date: 10/28/2014

Length (in minutes): 5 Minutes

Agenda Title: Appoint Lynn Scroggin as a member of the City Center Advisory Commission

Submitted By: Sean Farrelly, Community Development

Item Type: Resolution

Meeting Type: Council Business Meeting - Main

Public Hearing: No

Publication Date:

Information

ISSUE

Shall Council approve a resolution to appoint City Center Advisory Commission alternate Lynn Scroggin as a voting member of the City Center Advisory Commission whose term will expire December 31, 2016?

STAFF RECOMMENDATION / ACTION REQUEST

Staff recommends approving the resolution.

KEY FACTS AND INFORMATION SUMMARY

Henry March, member of the City Center Advisory Commission, tendered his resignation to the Commission on June 9, 2014 for personal reasons. Lynn Scroggin was appointed to the City Center Advisory Commission in March, 2014, as an alternate. She is willing to serve as a voting member.

OTHER ALTERNATIVES

Council could decide to not approve the recommendation. This would necessitate reopening the recruitment.

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

DATES OF PREVIOUS COUNCIL CONSIDERATION

March 11, 2014- Appointment of CCAC members.

Attachments

Resolution

Biography

CITY OF TIGARD, OREGON
TIGARD CITY COUNCIL
RESOLUTION NO. 14-

A RESOLUTION APPOINTING LYNN SCROGGIN TO BECOME A VOTING MEMBER OF THE CITY CENTER ADVISORY COMMISSION TO COMPLETE THE TERM VACATED BY HENRY MARCH

WHEREAS, one position is open on the city's City Center Advisory Commission due to the resignation of Henry March; and

WHEREAS, Lynn Scroggin was appointed as an alternate member of the City Center Advisory Commission in March, 2014; and

WHEREAS, Lynn Scroggin is interested in becoming a voting member of the City Center Advisory Commission and signed the city's Code of Conduct for board and committee members.

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

SECTION 1: Lynn Scroggin is appointed to complete the position vacated by Hank March. This term ends December 31, 2016.

SECTION 2: This resolution is effective immediately upon passage.

PASSED: This _____ day of _____ 2014.

Mayor - City of Tigard

ATTEST:

City Recorder - City of Tigard

CITY CENTER ADVISORY COMMISSION
RECOMMENDED APPOINTEE
BIOGRAPHICAL INFORMATION

On October 14, 2014 Tigard City Council will consider a Resolution to appoint Lynn Scroggin as a voting member of the City Center Advisory Commission.

Lynn Scroggin has been a Tigard resident for 65 years. She previously worked as an administrative assistant for the Tigard-Tualatin School District and currently works part time at Docu-Source Print Management. Her previous volunteer experience includes Tigard Community Youth Services and Calvin and Tualatin Presbyterian Churches.

AIS-1942

6.

Business Meeting

Meeting Date: 10/28/2014

Length (in minutes): 5 Minutes

Agenda Title: APPOINT JOHN GOODHOUSE AS A MEMBER AND REMOVE MICHAEL ENLOE FROM THE PLANNING COMMISSION

Prepared For: tmcguire,

Submitted By: Tom McGuire, Community Development

Item Type: Resolution

Meeting Type: Council Business Meeting - Main

Public Hearing: No

Publication Date:

Information

ISSUE

Shall Council approve a resolution to appoint Planning Commission alternate John Goodhouse as a voting member of the Planning Commission whose term will expire December 31, 2016.

STAFF RECOMMENDATION / ACTION REQUEST

Staff recommends approving the resolution.

KEY FACTS AND INFORMATION SUMMARY

There is currently a vacant voting position on the Planning Commission that is open through December 31, 2016. John Goodhouse was appointed to the Planning Commission in January, 2014, as an alternate. He is willing to serve as a voting member.

OTHER ALTERNATIVES

Council could decide to not approve the recommendation. This would necessitate reopening the recruitment.

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

DATES OF PREVIOUS COUNCIL CONSIDERATION

December 10, 2013 - Appointment of Planning Commission members.

Attachments

A1Resolution

A2Bio

CITY OF TIGARD, OREGON
TIGARD CITY COUNCIL
RESOLUTION NO. 14-

A RESOLUTION APPOINTING JOHN GOODHOUSE AS A VOTING MEMBER OF THE TIGARD PLANNING COMMISSION AND REMOVING MICHAEL ENLOE FROM THE PLANNING COMMISSION

WHEREAS, there currently exists one vacancy for a voting member on the Planning Commission; and

WHEREAS, John Goodhouse was appointed as an alternate member of the Planning Commission in January of 2014; and

WHEREAS, John Goodhouse is interested in becoming a voting member of the Planning Commission and signed the city's code of conduct for board and commission members; and

WHEREAS, the Tigard Municipal Code Chapter 2.08.020, Appointment-Membership, limits the number of nonresidents of the City who may be appointed to the Planning Commission to two; and

WHEREAS, there are currently three nonresident members on the Planning Commission; and

WHEREAS, Michael Enloe is the most junior of the three nonresident Planning Commission members; and

WHEREAS, the Planning Commission membership may temporarily drop below the required minimums.

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

SECTION 1: John Goodhouse is appointed to the vacant position on the Planning Commission as a voting member to fill a term that expires December 31, 2016.

SECTION 2: Michael Enloe is removed from the Planning Commission, effective upon approval of this resolution, and his position will remain vacant until filled through the Boards and Committees recruitment process.

SECTION 3: This resolution is effective immediately upon passage.

PASSED: This _____ day of _____ 2014.

Mayor - City of Tigard

ATTEST:

City Recorder - City of Tigard

PLANNING COMMISSION
RECOMMENDED APPOINTEES
BIOGRAPHICAL INFORMATION

On October 28, 2014, Tigard City Council will consider a Resolution to appoint John Goodhouse as a voting member of the Tigard Planning Commission.

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

AIS-1954

7.

Business Meeting

Meeting Date: 10/28/2014

Length (in minutes): 5 Minutes

Agenda Title: Appoint Tigard Youth Advisory Council Members

Prepared For: Marty Wine, City Management **Submitted By:** Carol Krager, City Management

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

Public Hearing: No

Publication Date:

Information

ISSUE

Shall new members be added to the Tigard Youth Advisory Council?

STAFF RECOMMENDATION / ACTION REQUEST

Appoint new members in time for TYAC elections on November 4, 2014.

KEY FACTS AND INFORMATION SUMMARY

Following interviews on October 20 and October 22, the Mayor and Councilor Marc Woodard recommend appointment of the following students to the Tigard Youth Advisory Committee:

Adam LaFountain, Amy Jensen, Breanna Bennett, Elsa Schuman-Lanier, Joseph Murche, Maddie Joel, Mike Coloma, Nathaniel Ung, Tyler Nickla, Zahra Hashmat and Christopher Rebolledo.

OTHER ALTERNATIVES

Don't appoint new members

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

DATES OF PREVIOUS COUNCIL CONSIDERATION

Council approved Resolution 14-40 on Sept. 9, 2014 to appoint seven members to a renewed Tigard Youth Advisory Committee. Following recruitment activities, a group of eleven (11) students applied and were interviewed by the Mayor's Appointment Committee.

Attachments

TYAC Appointment Resolution

CITY OF TIGARD, OREGON
TIGARD CITY COUNCIL
RESOLUTION NO. 14-

A RESOLUTION APPOINTING ADAM LAFOUNTAIN, AMY JENSEN, BREANNA BENNETT, ELSA SCHUMAN-LANIER, JOSEPH MURCHE, MADDIE JOEL, MIKE COLOMA, NATHANIEL UNG, TYLER NICKLA, ZAHRA HASHMAT AND CHRISTOPHER REBOLLEDO TO THE TIGARD YOUTH ADVISORY COUNCIL.

WHEREAS, the Tigard Youth Advisory Council (TYAC) was reactivated with City Council's appointment of new members at the September 9, 2014 meeting; and

WHEREAS, the city was contacted by Tigard High School youth interested in reconstituting this important addition to the city's youth services programing; and

WHEREAS, the city met with interested youth to discuss building new membership and providing support that would help them create a sustaining organization that will live beyond one issue or one year; and

WHEREAS, Mayor John L. Cook and City Councilor Marc Woodard and TYAC staff liaison Marty Wine conducted interviews as the Mayor's Appointment Committee on October 20 and October 22 to make the following recommendations for appointment to the Tigard Youth Advisory Council.

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

SECTION 1: Adam LaFountain, Amy Jensen, Breanna Bennett, Elsa Schuman-Lanier, Joseph Murche, Maddie Joel, Mike Coloma, Nathaniel Ung, Tyler Nickla, Zahra Hashmat and Christopher Rebolledo are appointed to the Tigard Youth Advisory Council for a term that expires on June 30, 2015.

SECTION : This resolution is effective immediately upon passage.

PASSED: This _____ day of _____ 2014.

Mayor - City of Tigard

ATTEST:

City Recorder - City of Tigard

AIS-1801

8.

Business Meeting

Meeting Date: 10/28/2014
Length (in minutes): 20 Minutes
Agenda Title: FY 2015 First Quarter Supplemental Budget Amendment
Prepared For: Toby LaFrance
Submitted By: Carissa Collins, Financial and Information Services
Item Type: Motion Requested **Meeting Type:** Council
Resolution Business
Public Hearing - Legislative Meeting -
Main
Public Hearing Yes
Newspaper Legal Ad Required?:
Public Hearing Publication 10/23/2014
Date in Newspaper:

Information

ISSUE

A first quarter supplemental amendment to the FY 2015 Adopted Budget is being requested. The purpose of the supplemental is to account for revenues and expenses that were unknown at the time of budget adoption. The following issues are addressed in the amendment:

1. City operations including FTE request and position reclassification.
2. Recognition of grant revenues.
3. Capital Improvement Program (CIP) budget adjustments.

STAFF RECOMMENDATION / ACTION REQUEST

Approve the FY 2015 First Quarter Supplemental Budget Amendment.

KEY FACTS AND INFORMATION SUMMARY

The following is a list of items that require council action for the FY 2015 budget:

CITY OPERATIONS

1. Assistant Planner Position– Community Development requests a 1.0 full-time equivalent (FTE) to assist with counter duties such as reviews, sign and home occupation permits due to the anticipated land use applications resulting from River Terrace in the Spring of 2015. This position will increase payroll in Community Development by \$54,000 which was prorated 8 months with an effective date of November 2014.
2. Position Reclassification – A total of \$6,298 is needed to reclassify a Senior Engineering Technician position to Project Manager. This position is currently performing the work of a

Project Manager due to the increased workload that is expected to continue.

3. Grant Recognitions– The city has received a total of \$415,219 in grant proceeds for Police and Community Development.

a. Police requires a carryforward in the amount of \$15,219 for two State Farm grants that were received last fiscal year. One, in the amount of \$2,500 is the Celebrate Driving grant that will be used to pay for a public service video about teen driver safety. The other grant, totaling \$12,719 will be used to support the purchase of an additional kiosk at Washington Square Mall that will run public safety announcements.

Community Development received a multi-year Environmental Protection Agency (EPA) grant totaling \$400,000 that will be used to address Brownfield sites within the City of Tigard. This is a multi-year project. Grant funds that are unspent at the end of this fiscal year will need to be carried forward to next fiscal year.

CAPITAL IMPROVEMENT PROGRAM (CIP)

4. Infrastructure Financing Processes– During the development of the FY 2015 Budget, portions of the need for infrastructure financing were known and budgeted; however, in most cases the budget estimate was too low. In order to complete these system infrastructure financing processes, additional budget appropriations is needed. The affected systems in the CIP include Sanitary Sewer for \$28,285; Parks for \$3,385; Transportation for \$12,390; and Stormwater for \$53,450. Council was informed of the need for this supplemental item on August 12, 2014 when the contract for the work was awarded.

5. River Terrace Master Plan– a carryforward totaling \$60,000 {General Fund=\$35,000; Gas Tax=\$18,500; Stormwater=\$6,500} is being requested to complete the infrastructure financing strategy and public facility plan update for River Terrace. The master plan is scheduled to be completed by December 2014.

6. 95035: 72nd Ave./Dartmouth St. Intersection Improvement– A carryforward in the amount of \$230,000 and an additional appropriation for \$220,000 is needed for a contract amendment and change orders that will allow for the completion of this project by November 2014. Total amount requested is \$450,000.

7. 95041: Upper Boones Ferry/Durham Rd. Adaptive Signal Coordination – A carryforward totaling \$24,454 from the Transportation Development Tax Fund is needed as part of the city's oversight of the installation of 13 traffic signals and two rail crossings that are being done by Washington County. This project will help increase vehicular flow and possibly reduce crash rates.

8. Lighter, Quicker, Cheaper – A total of \$200,000 of one-time expenditures have been adopted within the General Fund contingency for this program that will assist the city in its effort to become the most walkable community in the northwest. Two projects have been identified to achieve this goal. One project is the **Oak Way Pedestrian Pathway** that has completed a walking and bicycle path between Metzger Elementary School and the Learning Tree Child Care Center. Project construction costs \$20,000. The other project, **North Dakota Sidewalk Infill**, cost a total of \$10,000. This project entails constructing 80 feet of 6 foot sidewalk, curb, and driveway apron at 10757 SW North Dakota of which the right-of-way was dedicated by the owner. A total of \$30,000 will be moved from General Fund contingency to operating budgets in Community Development and Public Works to pay for the work leaving \$170,000 available for the program.

9. 92024: Fanno Creek Trail (Main to Grant) – A total of \$14,500 is required for the

completion of the engineering design, temporary irrigation, and artwork along the trail.

10. 92034: Tigard Street Trail– The conceptual design needs to be developed for this project. As a result, a total of \$20,000 is required to complete this task.

11. 92045: Senn Park– The city acquired the land for this park in 2006. The playground equipment was not installed prior to the end of the last fiscal year. An additional appropriation of \$10,000 is needed to install the playground equipment in the current fiscal year.

12. 92048: Summerlake Park Restroom– A carryforward of \$102,000 of Parks Bond funds is needed to complete the installation of the prefabricated restroom.

13. 93013: East Tigard Sewer Replacement– A carryforward for \$29,550 is being requested to pay for internal charges associated with the 50% completion of the design for the sanitary sewer line located adjacent to Red Rock Creek between Hunziker Road and the railroad tracks. The design will allow for additional capacity and better alignment of the sewer line. In addition, it will move the sewer line away from the creek that will allow maintenance crews better access.

14. 93018: Red Rock Creek Remediation– Additional funding in the amount of \$45,000 is needed to hire a local engineering and environmental firm that will design the solution that will restore the bed along Red Rock Creek that is downstream of Tigard Cinemas. The bed has eroded and has exposed a 10-inch sanitary sewer line. The cost to fix this problem will be equally split between the Stormwater and Sanitary Sewer funds, and will pay for permitting, design, and construction of the project.

CAPITAL IMPROVEMENT PROGRAM WITH NO BUDGET IMPACT

15. 93011: Main St. Sewer/Fanno Creek Crossing Elimination– This project was done to eliminate the line crossing Fanno Creek in order to prevent a possible sewage spill into the creek. The city terminated the portion of the work in Main Street for emergency purposes and hired the Main Street Green Street contractor to complete the emergency work. This allowed the work to proceed without impacting the Main Street project schedule. This action has no budgetary change. This action will result in decreasing CIP projects, 93002-Citywide Sanitary Sewer Extension Program by \$191,200; 93003-Sanitary Sewer Major Maintenance Program by \$90,000; and 93016: Sewer Rehabilitation Program by \$242,500 for an overall total of \$523,700.

16. 96010: Aquifer Storage & Recovery Well (ASR) #3 & 96044: Aquifer Storage & Recovery Well #2 - The preliminary engineering report for ASR 2, ASR 3, and Reservoir 4 are complete. Final design and construction for these projects have been postponed. However, some electrical improvements have been recommended in the preliminary engineering report including replacement of the Variable Frequency Drive (VFD). These actions do not require a budgetary change. This action will move dollars from one CIP project to another. As a result, a budget of \$258,000 of Water CIP funding will be moved from ASR #3 to ASR#2.

OTHER ALTERNATIVES

Do not approve the supplemental budget amendment.

COUNCIL OR CCDA GOALS, POLICIES, MASTER PLANS

River Terrace: Service delivery planning.

CIP projects submitted are in the Sanitary Sewer Master Plan and Transportation System Plan.

DATES OF PREVIOUS CONSIDERATION

N/A

Fiscal Impact

Cost: \$1,750,498

Budgeted (yes or no): Yes

Where Budgeted (department/program): All programs

Additional Fiscal Notes:

The total impact of this amendment will increase the FY 2015 Adopted Budget by \$1,750,498. Although the supplemental consists of increased requirements, they are entirely offset by additional resources. These resources include grant revenues of \$415,219 and contingency of \$263,262, with the remainder coming from additional beginning fund balances. There is no impact to budgeted reserves from this supplemental request.

Exhibits A, and B contain the details of each budgetary item to the impacted fund(s) and the capital projects. Exhibit C summarizes the items by fund for all city funds.

Attachments

[Exhibit A](#)

[Exhibit B](#)

[Exhibit C](#)

[Resolution](#)

1. Assistant Planner Position-Community Development

Land use applications for River Terrace are expected to begin in Spring 2015. In preparation, an Assistant Planner is needed to assist with counter duties such as over-the-counter reviews, sign permits, and home occupation permits. This position has been prorated with an effective date of November 2014. This action will result in a decrease of General Fund contingency by \$54,000 with an equal increase in program expenditures.

		Adopted Budget	Amendment	Revised Budget
General Fund				
Resources	Beginning Fund Balance	\$ 10,142,274		\$ 10,142,274
	Property Taxes	\$ 13,404,815		\$ 13,404,815
	Franchise Fees	\$ 5,799,632		\$ 5,799,632
	Licenses & Permits	\$ 1,177,412		\$ 1,177,412
	Intergovernmental	\$ 5,318,600		\$ 5,318,600
	Charges for Services	\$ 2,688,234		\$ 2,688,234
	Fines & Forfeitures	\$ 993,232		\$ 993,232
	Interest Earnings	\$ 103,722		\$ 103,722
	Miscellaneous	\$ 55,873		\$ 55,873
	Other Financing Sources	\$ 254,000		\$ 254,000
	Transfers In from Other Funds	\$ -		\$ -
	Total Resources	\$ 39,937,794	\$ -	\$ 39,937,794
Requirements				
	Policy and Administration	\$ 3,047,095		\$ 3,047,095
	Community Development	\$ 21,016,260	\$ 54,000	\$ 21,070,260
	Community Services	\$ 838,936		\$ 838,936
	Public Works	\$ 5,865,265		\$ 5,865,265
	Program Expenditures Total	\$ 30,767,556	\$ 54,000	\$ 30,821,556
	Debt Service	\$ -		\$ -
	Loans	\$ 254,000		\$ 254,000
	Work-In-Progress	\$ -		\$ -
	Transfers to Other Funds	\$ 834,967		\$ 834,967
	Contingency	\$ 1,385,000	\$ (54,000)	\$ 1,331,000
	Total Budget	\$ 33,241,523	\$ -	\$ 33,241,523
	Reserve For Future Expenditure	\$ 6,696,271	\$ -	\$ 6,696,271
	Total Requirements	\$ 39,937,794	\$ -	\$ 39,937,794

2. Position Reclassification-Public Works

An additional appropriation is requested in order to reclassify a Senior Engineering Technician position to Project Manager. The person in this position is currently performing the work of a Project Manager due to the increased workload that is expected to continue. This will result in a decrease of General Fund contingency by \$6,298 with an equal increase in program expenditures for Engineering.

		<u>Adopted</u>	<u>Amendment</u>	<u>Revised</u>
		Budget		Budget
General Fund				
Resources	Beginning Fund Balance	\$ 10,142,274		\$ 10,142,274
	Property Taxes	\$ 13,404,815		\$ 13,404,815
	Franchise Fees	\$ 5,799,632		\$ 5,799,632
	Licenses & Permits	\$ 1,177,412		\$ 1,177,412
	Intergovernmental	\$ 5,318,600		\$ 5,318,600
	Charges for Services	\$ 2,688,234		\$ 2,688,234
	Fines & Forfeitures	\$ 993,232		\$ 993,232
	Interest Earnings	\$ 103,722		\$ 103,722
	Miscellaneous	\$ 55,873		\$ 55,873
	Other Financing Sources	\$ 254,000		\$ 254,000
	Transfers In from Other Funds	\$ -		\$ -
	Total Resources	\$ 39,937,794	\$ -	\$ 39,937,794
Requirements				
	Policy and Administration	\$ 3,047,095		\$ 3,047,095
	Community Development	\$ 21,016,260		\$ 21,016,260
	Community Services	\$ 838,936		\$ 838,936
	Public Works	\$ 5,865,265	\$ 6,298	\$ 5,871,563
	Program Expenditures Total	\$ 30,767,556	\$ 6,298	\$ 30,773,854
	Debt Service	\$ -		\$ -
	Loans	\$ 254,000		\$ 254,000
	Work-In-Progress	\$ -		\$ -
	Transfers to Other Funds	\$ 834,967		\$ 834,967
	Contingency	\$ 1,385,000	\$ (6,298)	\$ 1,378,702
	Total Budget	\$ 33,241,523	\$ -	\$ 33,241,523
	Reserve For Future Expenditure	\$ 6,696,271	\$ -	\$ 6,696,271
	Total Requirements	\$ 39,937,794	\$ -	\$ 39,937,794

3. Grant Recognitions

The Police Department received two State Farm grants totaling \$15,219 last fiscal year. One is for \$2,500 and will be used to pay for a public service video about teen driver safety. The second grant, in the amount of \$12,719 will be used to purchase an additional kiosk at Washington Square Mall that will run public service announcements concerning safety.

Additionally, Community Development received an EPA Brownfield's Initiative grant totaling \$400,000.

This grant is a multi-year grant that will be used to address brownfields within the City of Tigard.

The entire amount will be appropriated this fiscal year. Any unspent proceeds will be carried forward into the next fiscal years. These actions will increase General Fund beginning fund balance by \$15,219 from last year's grants. Intergovernmental revenues will increase by \$400,000. In turn, program expenditures will increase by \$15,219 in Community Services, and by \$400,000 in Community Development.

		Adopted Budget	Amendment	Revised Budget
General Fund				
Resources	Beginning Fund Balance	\$ 10,142,274	\$ 15,219	\$ 10,157,493
	Property Taxes	\$ 13,404,815		\$ 13,404,815
	Franchise Fees	\$ 5,799,632		\$ 5,799,632
	Licenses & Permits	\$ 1,177,412		\$ 1,177,412
	Intergovernmental	\$ 5,318,600	\$ 400,000	\$ 5,718,600
	Charges for Services	\$ 2,688,234		\$ 2,688,234
	Fines & Forfeitures	\$ 993,232		\$ 993,232
	Interest Earnings	\$ 103,722		\$ 103,722
	Miscellaneous	\$ 55,873		\$ 55,873
	Other Financing Sources	\$ 254,000		\$ 254,000
	Transfers In from Other Funds	\$ -		\$ -
	Total Resources	\$ 39,937,794	\$ 415,219	\$ 40,353,013
Requirements				
	Policy and Administration	\$ 3,047,095		\$ 3,047,095
	Community Development	\$ 21,016,260	\$ 400,000	\$ 21,416,260
	Community Services	\$ 838,936	\$ 15,219	\$ 854,155
	Public Works	\$ 5,865,265		\$ 5,865,265
	Program Expenditures Total	\$ 30,767,556	\$ 415,219	\$ 31,182,775
	Debt Service	\$ -		\$ -
	Loans	\$ 254,000		\$ 254,000
	Work-In-Progress	\$ -		\$ -
	Transfers to Other Funds	\$ 834,967		\$ 834,967
	Contingency	\$ 1,385,000		\$ 1,385,000
	Total Budget	\$ 33,241,523	\$ 415,219	\$ 33,656,742
	Reserve For Future Expenditure	\$ 6,696,271	\$ -	\$ 6,696,271
	Total Requirements	\$ 39,937,794	\$ 415,219	\$ 40,353,013

4. Infrastructure Financing Processes

Fund 1 of 6

During the development of the FY 2015 Budget, portions of the need for infrastructure financing were known and budgeted; however, in most cases the budget estimate was too low. In order to complete these system infrastructure financing processes, additional budget appropriations is needed. The affected funds are Sanitary Sewer, Stormwater, Parks SDC, Gas Tax, Parks Capital, and Transportation CIP. This action will result in a decrease in contingency in Sanitary Sewer by \$28,285; Parks SDC by \$3,385; Gas Tax by \$12,390; and Stormwater by \$53,450. Transfers will increase and program expenditures totaling \$97, 510 will increase in the affected funds. With this action, CIP projects 92012 and 95040 will be amended (See Exhibit B).

		Adopted Budget	Amendment	Revised Budget
Sanitary Sewer Fund				
Resources	Beginning Fund Balance	\$ 4,566,728		\$ 4,566,728
	Property Taxes	\$ -		\$ -
	Franchise Fees	\$ -		\$ -
	Licenses & Permits	\$ 587,133		\$ 587,133
	Intergovernmental	\$ -		\$ -
	Charges for Services	\$ 1,584,277		\$ 1,584,277
	Fines & Forfeitures	\$ -		\$ -
	Interest Earnings	\$ 100,333		\$ 100,333
	Miscellaneous	\$ 141,674		\$ 141,674
	Other Financing Sources	\$ -		\$ -
	Transfers In from Other Funds	\$ 1,369,900		\$ 1,369,900
	Total Resources	\$ 8,350,045	\$ -	\$ 8,350,045
Requirements				
	Policy and Administration	\$ -		\$ -
	Community Development	\$ -		\$ -
	Community Services	\$ -		\$ -
	Public Works	\$ 1,946,260	\$ 28,285	\$ 1,974,545
	Program Expenditures Total	\$ 1,946,260	\$ 28,285	\$ 1,974,545
	Debt Service	\$ -		\$ -
	Loans	\$ -		\$ -
	Work-In-Progress	\$ 2,944,011		\$ 2,944,011
	Transfers to Other Funds	\$ 79,849		\$ 79,849
	Contingency	\$ 400,000	\$ (28,285)	\$ 371,715
	Total Budget	\$ 5,370,120	\$ -	\$ 5,370,120
	Reserve For Future Expenditure	\$ 2,979,925	\$ -	\$ 2,979,925
	Total Requirements	\$ 8,350,045	\$ -	\$ 8,350,045

4. Infrastructure Financing Processes

Fund 2 of 6

		Adopted Budget	Amendment	Revised Budget
Stormwater Fund				
Resources	Beginning Fund Balance	\$ 3,795,745		\$ 3,795,745
	Property Taxes	\$ -		\$ -
	Franchise Fees	\$ -		\$ -
	Licenses & Permits	\$ -		\$ -
	Intergovernmental	\$ -		\$ -
	Charges for Services	\$ 3,034,291		\$ 3,034,291
	Fines & Forfeitures	\$ -		\$ -
	Interest Earnings	\$ 7,936		\$ 7,936
	Miscellaneous	\$ 3,069		\$ 3,069
	Other Financing Sources	\$ -		\$ -
	Transfers In from Other Funds	\$ -		\$ -
	Total Resources	\$ 6,841,041	\$ -	\$ 6,841,041
Requirements				
	Policy and Administration	\$ -		\$ -
	Community Development	\$ -		\$ -
	Community Services	\$ -		\$ -
	Public Works	\$ 1,580,912	\$ 53,450	\$ 1,634,362
	Program Expenditures Total	\$ 1,580,912	\$ 53,450	\$ 1,634,362
	Debt Service	\$ -		\$ -
	Loans	\$ -		\$ -
	Work-In-Progress	\$ 338,873		\$ 338,873
	Transfers to Other Funds	\$ 350,956		\$ 350,956
	Contingency	\$ 150,000	\$ (53,450)	\$ 96,550
	Total Budget	\$ 2,420,741	\$ -	\$ 2,420,741
	Reserve For Future Expenditure	\$ 4,420,300	\$ -	\$ 4,420,300
	Total Requirements	\$ 6,841,041	\$ -	\$ 6,841,041

4. Infrastructure Financing Processes

Fund 3 of 6

		Adopted Budget	Amendment	Revised Budget
Gas Tax Fund				
Resources	Beginning Fund Balance	\$ 363,400		\$ 363,400
	Property Taxes	\$ -		\$ -
	Franchise Fees	\$ -		\$ -
	Licenses & Permits	\$ 225		\$ 225
	Intergovernmental	\$ 2,990,443		\$ 2,990,443
	Charges for Services	\$ -		\$ -
	Fines & Forfeitures	\$ -		\$ -
	Interest Earnings	\$ 55,732		\$ 55,732
	Miscellaneous	\$ 61,345		\$ 61,345
	Other Financing Sources	\$ -		\$ -
	Transfers In from Other Funds	\$ 100,000		\$ 100,000
	Total Resources	\$ 3,571,145	\$ -	\$ 3,571,145
Requirements				
	Policy and Administration	\$ -		\$ -
	Community Development	\$ -		\$ -
	Community Services	\$ -		\$ -
	Public Works	\$ 2,205,002		\$ 2,205,002
	Program Expenditures Total	\$ 2,205,002	\$ -	\$ 2,205,002
	Debt Service	\$ 599,676		\$ 599,676
	Loans	\$ -		\$ -
	Work-In-Progress	\$ -		\$ -
	Transfers to Other Funds	\$ 686,133	\$ 12,390	\$ 698,523
	Contingency	\$ 70,000	\$ (12,390)	\$ 57,610
	Total Budget	\$ 3,560,811	\$ -	\$ 3,560,811
	Reserve For Future Expenditure	\$ 10,334	\$ -	\$ 10,334
	Total Requirements	\$ 3,571,145	\$ -	\$ 3,571,145

4. Infrastructure Financing Processes
Fund 4 of 6

		Adopted Budget	Amendment	Revised Budget
Transportation CIP Fund				
Resources	Beginning Fund Balance	\$ 356,422		\$ 356,422
	Property Taxes	\$ -		\$ -
	Franchise Fees	\$ -		\$ -
	Licenses & Permits	\$ -		\$ -
	Intergovernmental	\$ 200,000		\$ 200,000
	Charges for Services	\$ -		\$ -
	Fines & Forfeitures	\$ -		\$ -
	Interest Earnings	\$ -		\$ -
	Miscellaneous	\$ -		\$ -
	Other Financing Sources	\$ -		\$ -
	Transfers In from Other Funds	\$ 2,810,443	\$ 12,390	\$ 2,822,833
	Total Resources	\$ 3,366,865	\$ 12,390	\$ 3,379,255
Requirements				
	Policy and Administration	\$ -		\$ -
	Community Development	\$ -		\$ -
	Community Services	\$ -		\$ -
	Public Works	\$ -		\$ -
	Program Expenditures Total	\$ -	\$ -	\$ -
	Debt Service	\$ -		\$ -
	Loans	\$ -		\$ -
	Work-In-Progress	\$ 3,008,136	\$ 12,390	\$ 3,020,526
	Transfers to Other Funds	\$ 44,613		\$ 44,613
	Contingency	\$ -		\$ -
	Total Budget	\$ 3,052,749	\$ 12,390	\$ 3,065,139
	Reserve For Future Expenditure	\$ 314,116	\$ -	\$ 314,116
	Total Requirements	\$ 3,366,865	\$ 12,390	\$ 3,379,255

4. Infrastructure Financing Processes

Fund 5 of 6

	Adopted Budget	Amendment	Revised Budget
Park SDC Fund			
Resources			
Beginning Fund Balance	\$ 1,124,011		\$ 1,124,011
Property Taxes	\$ -		\$ -
Franchise Fees	\$ -		\$ -
Licenses & Permits	\$ 476,336		\$ 476,336
Intergovernmental	\$ -		\$ -
Charges for Services	\$ -		\$ -
Fines & Forfeitures	\$ -		\$ -
Interest Earnings	\$ 19,782		\$ 19,782
Miscellaneous	\$ -		\$ -
Other Financing Sources	\$ -		\$ -
Transfers In from Other Funds	\$ -		\$ -
Total Resources	\$ 1,620,129	\$ -	\$ 1,620,129
Requirements			
Policy and Administration	\$ -		\$ -
Community Development	\$ -		\$ -
Community Services	\$ -		\$ -
Public Works	\$ -		\$ -
Program Expenditures Total	\$ -	\$ -	\$ -
Debt Service	\$ -		\$ -
Loans	\$ -		\$ -
Work-In-Progress	\$ 12,000		\$ 12,000
Transfers to Other Funds	\$ 1,127,217	\$ 3,385	\$ 1,130,602
Contingency	\$ 75,000	\$ (3,385)	\$ 71,615
Total Budget	\$ 1,214,217	\$ -	\$ 1,214,217
Reserve For Future Expenditure	\$ 405,912	\$ -	\$ 405,912
Total Requirements	\$ 1,620,129	\$ -	\$ 1,620,129

4. Infrastructure Financing Processes

Fund 6 of 6

		Adopted Budget	Amendment	Revised Budget
Parks Capital Fund				
Resources	Beginning Fund Balance	\$ 174,509		\$ 174,509
	Property Taxes	\$ -		\$ -
	Franchise Fees	\$ -		\$ -
	Licenses & Permits	\$ -		\$ -
	Intergovernmental	\$ 41,506		\$ 41,506
	Charges for Services	\$ -		\$ -
	Fines & Forfeitures	\$ -		\$ -
	Interest Earnings	\$ 3,015		\$ 3,015
	Miscellaneous	\$ -		\$ -
	Other Financing Sources	\$ -		\$ -
	Transfers In from Other Funds	\$ 3,042,949	\$ 3,385	\$ 3,046,334
	Total Resources	\$ 3,261,979	\$ 3,385	\$ 3,265,364
Requirements				
	Policy and Administration	\$ -		\$ -
	Community Development	\$ -		\$ -
	Community Services	\$ -		\$ -
	Public Works	\$ -		\$ -
	Program Expenditures Total	\$ -	\$ -	\$ -
	Debt Service	\$ -		\$ -
	Loans	\$ -		\$ -
	Work-In-Progress	\$ 3,042,949	\$ 3,385	\$ 3,046,334
	Transfers to Other Funds	\$ 55,881		\$ 55,881
	Contingency	\$ -		\$ -
	Total Budget	\$ 3,098,830	\$ 3,385	\$ 3,102,215
	Reserve For Future Expenditure	\$ 163,149	\$ -	\$ 163,149
	Total Requirements	\$ 3,261,979	\$ 3,385	\$ 3,265,364

5. River Terrace Master Plan

Fund 1 of 4

The original contract totaling \$245,000 was awarded to OTAK to complete the Public Facility Plan update and an Infrastructure Financing Strategy. A total carryforward of \$60,000 is being requested to complete the master plan for River Terrace that is scheduled to be completed by December 2014. This action will affect the Gas Tax, Transportation CIP, Stormwater, and General Funds.

The beginning fund balance will increase in General Fund by \$35,000 with an equal increase in program expenditures for Community Development. Contingency in the Stormwater fund will decrease by \$6,500 with an increase in capital program expenditures by the same amount. In addition, the beginning fund balance in Gas Tax Fund will increase by \$18,500. Transfers will increase with an increase in capital program expenditures by \$18,500 within the Transportation CIP Fund.

With these actions, CIP projects 95039 and 94030 were amended (See Exhibit B).

		Adopted Budget	Amendment	Revised Budget
Stormwater Fund				
Resources	Beginning Fund Balance	\$ 3,795,745		\$ 3,795,745
	Property Taxes	\$ -		\$ -
	Franchise Fees	\$ -		\$ -
	Licenses & Permits	\$ -		\$ -
	Intergovernmental	\$ -		\$ -
	Charges for Services	\$ 3,034,291		\$ 3,034,291
	Fines & Forfeitures	\$ -		\$ -
	Interest Earnings	\$ 7,936		\$ 7,936
	Miscellaneous	\$ 3,069		\$ 3,069
	Other Financing Sources	\$ -		\$ -
	Transfers In from Other Funds	\$ -		\$ -
	Total Resources	\$ 6,841,041	\$ -	\$ 6,841,041
Requirements				
	Policy and Administration	\$ -		\$ -
	Community Development	\$ -		\$ -
	Community Services	\$ -		\$ -
	Public Works	\$ 1,580,912		\$ 1,580,912
	Program Expenditures Total	\$ 1,580,912	\$ -	\$ 1,580,912
	Debt Service	\$ -		\$ -
	Loans	\$ -		\$ -
	Work-In-Progress	\$ 338,873	\$ 6,500	\$ 345,373
	Transfers to Other Funds	\$ 350,956		\$ 350,956
	Contingency	\$ 150,000	\$ (6,500)	\$ 143,500
	Total Budget	\$ 2,420,741	\$ -	\$ 2,420,741
	Reserve For Future Expenditure	\$ 4,420,300	\$ -	\$ 4,420,300
	Total Requirements	\$ 6,841,041	\$ -	\$ 6,841,041

5. River Terrace Master Plan

Fund 2 of 4

		Adopted Budget	Amendment	Revised Budget
Gas Tax Fund				
Resources	Beginning Fund Balance	\$ 363,400	\$ 18,500	\$ 381,900
	Property Taxes	\$ -		\$ -
	Franchise Fees	\$ -		\$ -
	Licenses & Permits	\$ 225		\$ 225
	Intergovernmental	\$ 2,990,443		\$ 2,990,443
	Charges for Services	\$ -		\$ -
	Fines & Forfeitures	\$ -		\$ -
	Interest Earnings	\$ 55,732		\$ 55,732
	Miscellaneous	\$ 61,345		\$ 61,345
	Other Financing Sources	\$ -		\$ -
	Transfers In from Other Funds	\$ 100,000		\$ 100,000
	Total Resources	\$ 3,571,145	\$ 18,500	\$ 3,589,645
Requirements				
	Policy and Administration	\$ -		\$ -
	Community Development	\$ -		\$ -
	Community Services	\$ -		\$ -
	Public Works	\$ 2,205,002		\$ 2,205,002
	Program Expenditures Total	\$ 2,205,002	\$ -	\$ 2,205,002
	Debt Service	\$ 599,676		\$ 599,676
	Loans	\$ -		\$ -
	Work-In-Progress	\$ -		\$ -
	Transfers to Other Funds	\$ 686,133	\$ 18,500	\$ 704,633
	Contingency	\$ 70,000		\$ 70,000
	Total Budget	\$ 3,560,811	\$ 18,500	\$ 3,579,311
	Reserve For Future Expenditure	\$ 10,334	\$ -	\$ 10,334
	Total Requirements	\$ 3,571,145	\$ 18,500	\$ 3,589,645

5. River Terrace Master Plan

Fund 3 of 4

		Adopted Budget	Amendment	Revised Budget
Transportation CIP Fund				
Resources	Beginning Fund Balance	\$ 356,422		\$ 356,422
	Property Taxes	\$ -		\$ -
	Franchise Fees	\$ -		\$ -
	Licenses & Permits	\$ -		\$ -
	Intergovernmental	\$ 200,000		\$ 200,000
	Charges for Services	\$ -		\$ -
	Fines & Forfeitures	\$ -		\$ -
	Interest Earnings	\$ -		\$ -
	Miscellaneous	\$ -		\$ -
	Other Financing Sources	\$ -		\$ -
	Transfers In from Other Funds	\$ 2,810,443	\$ 18,500	\$ 2,828,943
	Total Resources	\$ 3,366,865	\$ 18,500	\$ 3,385,365
Requirements				
	Policy and Administration	\$ -		\$ -
	Community Development	\$ -		\$ -
	Community Services	\$ -		\$ -
	Public Works	\$ -		\$ -
	Program Expenditures Total	\$ -	\$ -	\$ -
	Debt Service	\$ -		\$ -
	Loans	\$ -		\$ -
	Work-In-Progress	\$ 3,008,136	\$ 18,500	\$ 3,026,636
	Transfers to Other Funds	\$ 44,613		\$ 44,613
	Contingency	\$ -		\$ -
	Total Budget	\$ 3,052,749	\$ 18,500	\$ 3,071,249
	Reserve For Future Expenditure	\$ 314,116	\$ -	\$ 314,116
	Total Requirements	\$ 3,366,865	\$ 18,500	\$ 3,385,365

5. River Terrace Master Plan

Fund 4 of 4

		Adopted Budget	Amendment	Revised Budget
General Fund				
Resources	Beginning Fund Balance	\$ 10,142,274	\$ 35,000	\$ 10,177,274
	Property Taxes	\$ 13,404,815		\$ 13,404,815
	Franchise Fees	\$ 5,799,632		\$ 5,799,632
	Licenses & Permits	\$ 1,177,412		\$ 1,177,412
	Intergovernmental	\$ 5,318,600		\$ 5,318,600
	Charges for Services	\$ 2,688,234		\$ 2,688,234
	Fines & Forfeitures	\$ 993,232		\$ 993,232
	Interest Earnings	\$ 103,722		\$ 103,722
	Miscellaneous	\$ 55,873		\$ 55,873
	Other Financing Sources	\$ 254,000		\$ 254,000
	Transfers In from Other Funds	\$ -		\$ -
	Total Resources	\$ 39,937,794	\$ 35,000	\$ 39,972,794
Requirements				
	Policy and Administration	\$ 3,047,095		\$ 3,047,095
	Community Development	\$ 21,016,260	\$ 35,000	\$ 21,051,260
	Community Services	\$ 838,936		\$ 838,936
	Public Works	\$ 5,865,265		\$ 5,865,265
	Program Expenditures Total	\$ 30,767,556	\$ 35,000	\$ 30,802,556
	Debt Service	\$ -		\$ -
	Loans	\$ 254,000		\$ 254,000
	Work-In-Progress	\$ -		\$ -
	Transfers to Other Funds	\$ 834,967		\$ 834,967
	Contingency	\$ 1,385,000		\$ 1,385,000
	Total Budget	\$ 33,241,523	\$ 35,000	\$ 33,276,523
	Reserve For Future Expenditure	\$ 6,696,271	\$ -	\$ 6,696,271
	Total Requirements	\$ 39,937,794	\$ 35,000	\$ 39,972,794

6. Capital Improvement Program - 72nd Ave./Dartmouth St. Intersection Improvements

Fund 1 of 4

A request totaling \$450,000 is required for a contract amendment and change orders that will allow for the completion of this project by November 2014. Of the \$450,000, a total of \$230,000 is carryforward and \$220,000 is additional appropriation. This action will show an increase in beginning fund balance in City Gas Tax by \$150,000; Gas Tax by \$190,000; and Traffic Impact Fee Fund by \$110,000. Transfers will increase by \$450,000 into the Transportation CIP Fund with an equal increase in capital program expenditures (See Exhibit B-Project # 95035).

		Adopted Budget	Amendment	Revised Budget
City Gas Tax Fund				
Resources	Beginning Fund Balance	\$ 1,531,510	\$ 150,000	\$ 1,681,510
	Property Taxes	\$ -		\$ -
	Franchise Fees	\$ -		\$ -
	Licenses & Permits	\$ -		\$ -
	Intergovernmental	\$ 739,934		\$ 739,934
	Charges for Services	\$ -		\$ -
	Fines & Forfeitures	\$ -		\$ -
	Interest Earnings	\$ 34,584		\$ 34,584
	Miscellaneous	\$ 31,735		\$ 31,735
	Other Financing Sources	\$ -		\$ -
	Transfers In from Other Funds	\$ -		\$ -
	Total Resources	\$ 2,337,763	\$ 150,000	\$ 2,487,763
Requirements				
	Policy and Administration	\$ -		\$ -
	Community Development	\$ -		\$ -
	Community Services	\$ -		\$ -
	Public Works	\$ -		\$ -
	Program Expenditures Total	\$ -	\$ -	\$ -
	Debt Service	\$ 315,860		\$ 315,860
	Loans	\$ -		\$ -
	Work-In-Progress	\$ -		\$ -
	Transfers to Other Funds	\$ 733,125	\$ 150,000	\$ 883,125
	Contingency	\$ 50,000		\$ 50,000
	Total Budget	\$ 1,098,985	\$ 150,000	\$ 1,248,985
	Reserve For Future Expenditure	\$ 1,238,778	\$ -	\$ 1,238,778
	Total Requirements	\$ 2,337,763	\$ 150,000	\$ 2,487,763

6. Capital Improvement Program - 72nd Ave./Dartmouth St. Intersection Improvements

Fund 2 of 4

		Adopted Budget	Amendment	Revised Budget
Gas Tax Fund				
Resources	Beginning Fund Balance	\$ 363,400	\$ 190,000	\$ 553,400
	Property Taxes	\$ -		\$ -
	Franchise Fees	\$ -		\$ -
	Licenses & Permits	\$ 225		\$ 225
	Intergovernmental	\$ 2,990,443		\$ 2,990,443
	Charges for Services	\$ -		\$ -
	Fines & Forfeitures	\$ -		\$ -
	Interest Earnings	\$ 55,732		\$ 55,732
	Miscellaneous	\$ 61,345		\$ 61,345
	Other Financing Sources	\$ -		\$ -
	Transfers In from Other Funds	\$ 100,000		\$ 100,000
	Total Resources	\$ 3,571,145	\$ 190,000	\$ 3,761,145
Requirements				
	Policy and Administration	\$ -		\$ -
	Community Development	\$ -		\$ -
	Community Services	\$ -		\$ -
	Public Works	\$ 2,205,002		\$ 2,205,002
	Program Expenditures Total	\$ 2,205,002	\$ -	\$ 2,205,002
	Debt Service	\$ 599,676		\$ 599,676
	Loans	\$ -		\$ -
	Work-In-Progress	\$ -		\$ -
	Transfers to Other Funds	\$ 686,133	\$ 190,000	\$ 876,133
	Contingency	\$ 70,000		\$ 70,000
	Total Budget	\$ 3,560,811	\$ 190,000	\$ 3,750,811
	Reserve For Future Expenditure	\$ 10,334	\$ -	\$ 10,334
	Total Requirements	\$ 3,571,145	\$ 190,000	\$ 3,761,145

6. Capital Improvement Program - 72nd Ave./Dartmouth St. Intersection Improvements
Fund 3 of 4

		Adopted Budget	Amendment	Revised Budget
Traffic Impact Fee Fund				
Resources	Beginning Fund Balance	\$ 355,923	\$ 110,000	\$ 465,923
	Property Taxes	\$ -		\$ -
	Franchise Fees	\$ -		\$ -
	Licenses & Permits	\$ -		\$ -
	Intergovernmental	\$ -		\$ -
	Charges for Services	\$ -		\$ -
	Fines & Forfeitures	\$ -		\$ -
	Interest Earnings	\$ -		\$ -
	Miscellaneous	\$ -		\$ -
	Other Financing Sources	\$ -		\$ -
	Transfers In from Other Funds	\$ -		\$ -
	Total Resources	\$ 355,923	\$ 110,000	\$ 465,923
Requirements				
	Policy and Administration	\$ -		\$ -
	Community Development	\$ -		\$ -
	Community Services	\$ -		\$ -
	Public Works	\$ -		\$ -
	Program Expenditures Total	\$ -	\$ -	\$ -
	Debt Service	\$ -		\$ -
	Loans	\$ -		\$ -
	Work-In-Progress	\$ -		\$ -
	Transfers to Other Funds	\$ 355,923	\$ 110,000	\$ 465,923
	Contingency	\$ -		\$ -
	Total Budget	\$ 355,923	\$ 110,000	\$ 465,923
	Reserve For Future Expenditure	\$ -	\$ -	\$ -
	Total Requirements	\$ 355,923	\$ 110,000	\$ 465,923

6. Capital Improvement Program - 72nd Ave./Dartmouth St. Intersection Improvements

Fund 4 of 4

		Adopted Budget	Amendment	Revised Budget
Transportation CIP Fund				
Resources	Beginning Fund Balance	\$ 356,422		\$ 356,422
	Property Taxes	\$ -		\$ -
	Franchise Fees	\$ -		\$ -
	Licenses & Permits	\$ -		\$ -
	Intergovernmental	\$ 200,000		\$ 200,000
	Charges for Services	\$ -		\$ -
	Fines & Forfeitures	\$ -		\$ -
	Interest Earnings	\$ -		\$ -
	Miscellaneous	\$ -		\$ -
	Other Financing Sources	\$ -		\$ -
	Transfers In from Other Funds	\$ 2,810,443	\$ 450,000	\$ 3,260,443
	Total Resources	\$ 3,366,865	\$ 450,000	\$ 3,816,865
Requirements				
	Policy and Administration	\$ -		\$ -
	Community Development	\$ -		\$ -
	Community Services	\$ -		\$ -
	Public Works	\$ -		\$ -
	Program Expenditures Total	\$ -	\$ -	\$ -
	Debt Service	\$ -		\$ -
	Loans	\$ -		\$ -
	Work-In-Progress	\$ 3,008,136	\$ 450,000	\$ 3,458,136
	Transfers to Other Funds	\$ 44,613		\$ 44,613
	Contingency	\$ -		\$ -
	Total Budget	\$ 3,052,749	\$ 450,000	\$ 3,502,749
	Reserve For Future Expenditure	\$ 314,116	\$ -	\$ 314,116
	Total Requirements	\$ 3,366,865	\$ 450,000	\$ 3,816,865

7. Capital Improvement Program - Upper Boones Ferry/Durham Adaptive Signal Coordination
Fund 1 of 2

A carryforward of \$24,454 is being requested as part of the city's oversight of the installation of traffic signal coordination that is being done by Washington County. This project will install 13 traffic signals and two rail crossings that will significantly increase vehicular flow and possibly reduce crash rates. This action will result in a decrease in contingency in the Transportation Development Tax Fund by \$24,454. Transfers will increase with an equal increase in capital improvement program expenditures in the Transportation CIP Fund (See Exhibit B-Project #95041).

		Adopted Budget	Amendment	Revised Budget
Transportation Development Tax Fund				
Resources	Beginning Fund Balance	\$ 1,388,324		\$ 1,388,324
	Property Taxes	\$ -		\$ -
	Franchise Fees	\$ -		\$ -
	Licenses & Permits	\$ 556,996		\$ 556,996
	Intergovernmental	\$ -		\$ -
	Charges for Services	\$ -		\$ -
	Fines & Forfeitures	\$ -		\$ -
	Interest Earnings	\$ 11,279		\$ 11,279
	Miscellaneous	\$ -		\$ -
	Other Financing Sources	\$ -		\$ -
	Transfers In from Other Funds	\$ -		\$ -
	Total Resources	\$ 1,956,599	\$ -	\$ 1,956,599
Requirements				
	Policy and Administration	\$ -		\$ -
	Community Development	\$ -		\$ -
	Community Services	\$ -		\$ -
	Public Works	\$ -		\$ -
	Program Expenditures Total	\$ -	\$ -	\$ -
	Debt Service	\$ -		\$ -
	Loans	\$ -		\$ -
	Work-In-Progress	\$ 12,000		\$ 12,000
	Transfers to Other Funds	\$ 781,124	\$ 24,454	\$ 805,578
	Contingency	\$ 250,000	\$ (24,454)	\$ 225,546
	Total Budget	\$ 1,043,124	\$ -	\$ 1,043,124
	Reserve For Future Expenditure	\$ 913,475	\$ -	\$ 913,475
	Total Requirements	\$ 1,956,599	\$ -	\$ 1,956,599

7. Capital Improvement Program - Upper Boones Ferry/Durham Adaptive Signal Coordination

Fund 2 of 2

		Adopted Budget	Amendment	Revised Budget
Transportation CIP Fund				
Resources	Beginning Fund Balance	\$ 356,422		\$ 356,422
	Property Taxes	\$ -		\$ -
	Franchise Fees	\$ -		\$ -
	Licenses & Permits	\$ -		\$ -
	Intergovernmental	\$ 200,000		\$ 200,000
	Charges for Services	\$ -		\$ -
	Fines & Forfeitures	\$ -		\$ -
	Interest Earnings	\$ -		\$ -
	Miscellaneous	\$ -		\$ -
	Other Financing Sources	\$ -		\$ -
	Transfers In from Other Funds	\$ 2,810,443	\$ 24,454	\$ 2,834,897
	Total Resources	\$ 3,366,865	\$ 24,454	\$ 3,391,319
Requirements				
	Policy and Administration	\$ -		\$ -
	Community Development	\$ -		\$ -
	Community Services	\$ -		\$ -
	Public Works	\$ -		\$ -
	Program Expenditures Total	\$ -	\$ -	\$ -
	Debt Service	\$ -		\$ -
	Loans	\$ -		\$ -
	Work-In-Progress	\$ 3,008,136	\$ 24,454	\$ 3,032,590
	Transfers to Other Funds	\$ 44,613		\$ 44,613
	Contingency	\$ -		\$ -
	Total Budget	\$ 3,052,749	\$ 24,454	\$ 3,077,203
	Reserve For Future Expenditure	\$ 314,116	\$ -	\$ 314,116
	Total Requirements	\$ 3,366,865	\$ 24,454	\$ 3,391,319

8. Lighter, Quicker, Cheaper - Oak Way Pedestrian Pathway & N. Dakota Sidewalk Infill

A total of \$200,000 of one time expenditures has been approved for Lighter, Quicker, Cheaper projects in General Fund contingency. This action will move a total of \$30,000 to operating budgets leaving \$170,000 for the remainder to the program. The Oak Way Pedestrian Pathway and the North Dakota Sidewalk infill projects are Tigard's efforts to remake itself into a walkable community where people of all ages and abilities enjoy healthy and interconnected lives. This request will decrease General Fund contingency by \$30,000. In turn, program expenditures in Community Development will increase by \$20,000 and Public Works program expenditures will increase by \$10,000.

		Adopted		Revised
		Budget	Amendment	Budget
General Fund				
Resources	Beginning Fund Balance	\$ 10,142,274		\$ 10,142,274
	Property Taxes	\$ 13,404,815		\$ 13,404,815
	Franchise Fees	\$ 5,799,632		\$ 5,799,632
	Licenses & Permits	\$ 1,177,412		\$ 1,177,412
	Intergovernmental	\$ 5,318,600		\$ 5,318,600
	Charges for Services	\$ 2,688,234		\$ 2,688,234
	Fines & Forfeitures	\$ 993,232		\$ 993,232
	Interest Earnings	\$ 103,722		\$ 103,722
	Miscellaneous	\$ 55,873		\$ 55,873
	Other Financing Sources	\$ 254,000		\$ 254,000
	Transfers In from Other Funds	\$ -		\$ -
	Total Resources	\$ 39,937,794	\$ -	\$ 39,937,794
Requirements				
	Policy and Administration	\$ 3,047,095		\$ 3,047,095
	Community Development	\$ 21,016,260	\$ 20,000	\$ 21,036,260
	Community Services	\$ 838,936		\$ 838,936
	Public Works	\$ 5,865,265	\$ 10,000	\$ 5,875,265
	Program Expenditures Total	\$ 30,767,556	\$ 30,000	\$ 30,797,556
	Debt Service	\$ -		\$ -
	Loans	\$ 254,000		\$ 254,000
	Work-In-Progress	\$ -		\$ -
	Transfers to Other Funds	\$ 834,967		\$ 834,967
	Contingency	\$ 1,385,000	\$ (30,000)	\$ 1,355,000
	Total Budget	\$ 33,241,523	\$ -	\$ 33,241,523
	Reserve For Future Expenditure	\$ 6,696,271	\$ -	\$ 6,696,271
	Total Requirements	\$ 39,937,794	\$ -	\$ 39,937,794

9. Capital Improvement Program-Fanno Creek Trail (Main to Grant)

Fund 1 of 2

A total of \$14,500 is being requested for the completion of the engineering design, temporary irrigation, and artwork along the trail. This action will decrease contingency by \$14,500 in General Fund. Transfers will increase with an equal increase in capital program expenditures in the Parks Capital Fund. (See Exhibit B-Project #92024)

		Adopted Budget	Amendment	Revised Budget
General Fund				
Resources	Beginning Fund Balance	\$ 10,142,274		\$ 10,142,274
	Property Taxes	\$ 13,404,815		\$ 13,404,815
	Franchise Fees	\$ 5,799,632		\$ 5,799,632
	Licenses & Permits	\$ 1,177,412		\$ 1,177,412
	Intergovernmental	\$ 5,318,600		\$ 5,318,600
	Charges for Services	\$ 2,688,234		\$ 2,688,234
	Fines & Forfeitures	\$ 993,232		\$ 993,232
	Interest Earnings	\$ 103,722		\$ 103,722
	Miscellaneous	\$ 55,873		\$ 55,873
	Other Financing Sources	\$ 254,000		\$ 254,000
	Transfers In from Other Funds	\$ -		\$ -
	Total Resources	\$ 39,937,794	\$ -	\$ 39,937,794
Requirements				
	Policy and Administration	\$ 3,047,095		\$ 3,047,095
	Community Development	\$ 21,016,260		\$ 21,016,260
	Community Services	\$ 838,936		\$ 838,936
	Public Works	\$ 5,865,265		\$ 5,865,265
	Program Expenditures Total	\$ 30,767,556	\$ -	\$ 30,767,556
	Debt Service	\$ -		\$ -
	Loans	\$ 254,000		\$ 254,000
	Work-In-Progress	\$ -		\$ -
	Transfers to Other Funds	\$ 834,967	\$ 14,500	\$ 849,467
	Contingency	\$ 1,385,000	\$ (14,500)	\$ 1,370,500
	Total Budget	\$ 33,241,523	\$ -	\$ 33,241,523
	Reserve For Future Expenditure	\$ 6,696,271	\$ -	\$ 6,696,271
	Total Requirements	\$ 39,937,794	\$ -	\$ 39,937,794

9. Capital Improvement Program-Fanno Creek Trail (Main to Grant)

Fund 2 of 2

		Adopted Budget	Amendment	Revised Budget
Parks Capital Fund				
Resources	Beginning Fund Balance	\$ 174,509		\$ 174,509
	Property Taxes	\$ -		\$ -
	Franchise Fees	\$ -		\$ -
	Licenses & Permits	\$ -		\$ -
	Intergovernmental	\$ 41,506		\$ 41,506
	Charges for Services	\$ -		\$ -
	Fines & Forfeitures	\$ -		\$ -
	Interest Earnings	\$ 3,015		\$ 3,015
	Miscellaneous	\$ -		\$ -
	Other Financing Sources	\$ -		\$ -
	Transfers In from Other Funds	\$ 3,042,949	\$ 14,500	\$ 3,057,449
	Total Resources	\$ 3,261,979	\$ 14,500	\$ 3,276,479
Requirements				
	Policy and Administration	\$ -		\$ -
	Community Development	\$ -		\$ -
	Community Services	\$ -		\$ -
	Public Works	\$ -		\$ -
	Program Expenditures Total	\$ -	\$ -	\$ -
	Debt Service	\$ -		\$ -
	Loans	\$ -		\$ -
	Work-In-Progress	\$ 3,042,949	\$ 14,500	\$ 3,057,449
	Transfers to Other Funds	\$ 55,881		\$ 55,881
	Contingency	\$ -		\$ -
	Total Budget	\$ 3,098,830	\$ 14,500	\$ 3,113,330
	Reserve For Future Expenditure	\$ 163,149	\$ -	\$ 163,149
	Total Requirements	\$ 3,261,979	\$ 14,500	\$ 3,276,479

10. Capital Improvement Program-Tigard Street Trail

A total of \$20,000 is required to pay for internal charges related to development of the conceptual design for this project. As a result, General Fund contingency will be reduced by \$20,000. Transfers will increase and capital program expenditures will increase by \$20,000 within the Parks Capital Fund (See Exhibit B-Project# 92034).

Fund 1 of 2

		<u>Adopted</u>		<u>Revised</u>
		<u>Budget</u>	<u>Amendment</u>	<u>Budget</u>
General Fund				
Resources	Beginning Fund Balance	\$ 10,142,274		\$ 10,142,274
	Property Taxes	\$ 13,404,815		\$ 13,404,815
	Franchise Fees	\$ 5,799,632		\$ 5,799,632
	Licenses & Permits	\$ 1,177,412		\$ 1,177,412
	Intergovernmental	\$ 5,318,600		\$ 5,318,600
	Charges for Services	\$ 2,688,234		\$ 2,688,234
	Fines & Forfeitures	\$ 993,232		\$ 993,232
	Interest Earnings	\$ 103,722		\$ 103,722
	Miscellaneous	\$ 55,873		\$ 55,873
	Other Financing Sources	\$ 254,000		\$ 254,000
	Transfers In from Other Funds	\$ -		\$ -
	Total Resources	\$ 39,937,794	\$ -	\$ 39,937,794
Requirements				
	Policy and Administration	\$ 3,047,095		\$ 3,047,095
	Community Development	\$ 21,016,260		\$ 21,016,260
	Community Services	\$ 838,936		\$ 838,936
	Public Works	\$ 5,865,265		\$ 5,865,265
	Program Expenditures Total	\$ 30,767,556	\$ -	\$ 30,767,556
	Debt Service	\$ -		\$ -
	Loans	\$ 254,000		\$ 254,000
	Work-In-Progress	\$ -		\$ -
	Transfers to Other Funds	\$ 834,967	\$ 20,000	\$ 854,967
	Contingency	\$ 1,385,000	\$ (20,000)	\$ 1,365,000
	Total Budget	\$ 33,241,523	\$ -	\$ 33,241,523
	Reserve For Future Expenditure	\$ 6,696,271	\$ -	\$ 6,696,271
	Total Requirements	\$ 39,937,794	\$ -	\$ 39,937,794

10. Capital Improvement Program-Tigard Street Trail

Fund 2 of 2

		Adopted Budget	Amendment	Revised Budget
Parks Capital Fund				
Resources	Beginning Fund Balance	\$ 174,509		\$ 174,509
	Property Taxes	\$ -		\$ -
	Franchise Fees	\$ -		\$ -
	Licenses & Permits	\$ -		\$ -
	Intergovernmental	\$ 41,506		\$ 41,506
	Charges for Services	\$ -		\$ -
	Fines & Forfeitures	\$ -		\$ -
	Interest Earnings	\$ 3,015		\$ 3,015
	Miscellaneous	\$ -		\$ -
	Other Financing Sources	\$ -		\$ -
	Transfers In from Other Funds	\$ 3,042,949	\$ 20,000	\$ 3,062,949
	Total Resources	\$ 3,261,979	\$ 20,000	\$ 3,281,979
Requirements				
	Policy and Administration	\$ -		\$ -
	Community Development	\$ -		\$ -
	Community Services	\$ -		\$ -
	Public Works	\$ -		\$ -
	Program Expenditures Total	\$ -	\$ -	\$ -
	Debt Service	\$ -		\$ -
	Loans	\$ -		\$ -
	Work-In-Progress	\$ 3,042,949	\$ 20,000	\$ 3,062,949
	Transfers to Other Funds	\$ 55,881		\$ 55,881
	Contingency	\$ -		\$ -
	Total Budget	\$ 3,098,830	\$ 20,000	\$ 3,118,830
	Reserve For Future Expenditure	\$ 163,149	\$ -	\$ 163,149
	Total Requirements	\$ 3,261,979	\$ 20,000	\$ 3,281,979

11. Capital Improvement Program-Senn Park

An additional appropriation in the amount of \$10,000 is being requested to pay for the installation of playground equipment for this park. This action will decrease General Fund contingency by \$10,000. Transfers will increase and capital program expenditures will increase by \$10,000 in the Parks Capital Fund (See Exhibit B-Project # 92045).

Fund 1 of 2

		<u>Adopted</u>		<u>Revised</u>
		<u>Budget</u>	<u>Amendment</u>	<u>Budget</u>
General Fund				
Resources	Beginning Fund Balance	\$ 10,142,274		\$ 10,142,274
	Property Taxes	\$ 13,404,815		\$ 13,404,815
	Franchise Fees	\$ 5,799,632		\$ 5,799,632
	Licenses & Permits	\$ 1,177,412		\$ 1,177,412
	Intergovernmental	\$ 5,318,600		\$ 5,318,600
	Charges for Services	\$ 2,688,234		\$ 2,688,234
	Fines & Forfeitures	\$ 993,232		\$ 993,232
	Interest Earnings	\$ 103,722		\$ 103,722
	Miscellaneous	\$ 55,873		\$ 55,873
	Other Financing Sources	\$ 254,000		\$ 254,000
	Transfers In from Other Funds	\$ -		\$ -
	Total Resources	\$ 39,937,794	\$ -	\$ 39,937,794
Requirements				
	Policy and Administration	\$ 3,047,095		\$ 3,047,095
	Community Development	\$ 21,016,260		\$ 21,016,260
	Community Services	\$ 838,936		\$ 838,936
	Public Works	\$ 5,865,265		\$ 5,865,265
	Program Expenditures Total	\$ 30,767,556	\$ -	\$ 30,767,556
	Debt Service	\$ -		\$ -
	Loans	\$ 254,000		\$ 254,000
	Work-In-Progress	\$ -		\$ -
	Transfers to Other Funds	\$ 834,967	\$ 10,000	\$ 844,967
	Contingency	\$ 1,385,000	\$ (10,000)	\$ 1,375,000
	Total Budget	\$ 33,241,523	\$ -	\$ 33,241,523
	Reserve For Future Expenditure	\$ 6,696,271	\$ -	\$ 6,696,271
	Total Requirements	\$ 39,937,794	\$ -	\$ 39,937,794

11. Capital Improvement Program-Senn Park

Fund 2 of 2

		Adopted Budget	Amendment	Revised Budget
Parks Capital Fund				
Resources	Beginning Fund Balance	\$ 174,509		\$ 174,509
	Property Taxes	\$ -		\$ -
	Franchise Fees	\$ -		\$ -
	Licenses & Permits	\$ -		\$ -
	Intergovernmental	\$ 41,506		\$ 41,506
	Charges for Services	\$ -		\$ -
	Fines & Forfeitures	\$ -		\$ -
	Interest Earnings	\$ 3,015		\$ 3,015
	Miscellaneous	\$ -		\$ -
	Other Financing Sources	\$ -		\$ -
	Transfers In from Other Funds	\$ 3,042,949	\$ 10,000	\$ 3,052,949
	Total Resources	\$ 3,261,979	\$ 10,000	\$ 3,271,979
Requirements				
	Policy and Administration	\$ -		\$ -
	Community Development	\$ -		\$ -
	Community Services	\$ -		\$ -
	Public Works	\$ -		\$ -
	Program Expenditures Total	\$ -	\$ -	\$ -
	Debt Service	\$ -		\$ -
	Loans	\$ -		\$ -
	Work-In-Progress	\$ 3,042,949	\$ 10,000	\$ 3,052,949
	Transfers to Other Funds	\$ 55,881		\$ 55,881
	Contingency	\$ -		\$ -
	Total Budget	\$ 3,098,830	\$ 10,000	\$ 3,108,830
	Reserve For Future Expenditure	\$ 163,149	\$ -	\$ 163,149
	Total Requirements	\$ 3,261,979	\$ 10,000	\$ 3,271,979

12. Capital Improvement Program-Summerlake Park Restroom

The restroom has been ordered. A total carryforward of \$102,000 is needed to complete the project. As a result, Parks Bond beginning fund balance will increase by \$102,000 with an increase in transfers. Capital program expenditures in the Parks Capital Fund will increase by the same amount (See Exhibit B-Project #92048).

Fund 1 of 2

		Adopted Budget	Amendment	Revised Budget
Parks Bond Fund				
Resources	Beginning Fund Balance	\$ 2,346,595	\$ 102,000	\$ 2,448,595
	Property Taxes	\$ -		\$ -
	Franchise Fees	\$ -		\$ -
	Licenses & Permits	\$ -		\$ -
	Intergovernmental	\$ -		\$ -
	Charges for Services	\$ -		\$ -
	Fines & Forfeitures	\$ -		\$ -
	Interest Earnings	\$ 4,020		\$ 4,020
	Miscellaneous	\$ -		\$ -
	Other Financing Sources	\$ -		\$ -
	Transfers In from Other Funds	\$ -		\$ -
	Total Resources	\$ 2,350,615	\$ 102,000	\$ 2,452,615
Requirements				
	Policy and Administration	\$ -		\$ -
	Community Development	\$ -		\$ -
	Community Services	\$ -		\$ -
	Public Works	\$ -		\$ -
	Program Expenditures Total	\$ -	\$ -	\$ -
	Debt Service	\$ -		\$ -
	Loans	\$ -		\$ -
	Work-In-Progress	\$ -		\$ -
	Transfers to Other Funds	\$ 1,997,143	\$ 102,000	\$ 2,099,143
	Contingency	\$ -		\$ -
	Total Budget	\$ 1,997,143	\$ 102,000	\$ 2,099,143
	Reserve For Future Expenditure	\$ 353,472	\$ -	\$ 353,472
	Total Requirements	\$ 2,350,615	\$ 102,000	\$ 2,452,615

12. Capital Improvement Program-Summerlake Park Restroom

Fund 2 of 2

		Adopted Budget	Amendment	Revised Budget
Parks Capital Fund				
Resources	Beginning Fund Balance	\$ 174,509		\$ 174,509
	Property Taxes	\$ -		\$ -
	Franchise Fees	\$ -		\$ -
	Licenses & Permits	\$ -		\$ -
	Intergovernmental	\$ 41,506		\$ 41,506
	Charges for Services	\$ -		\$ -
	Fines & Forfeitures	\$ -		\$ -
	Interest Earnings	\$ 3,015		\$ 3,015
	Miscellaneous	\$ -		\$ -
	Other Financing Sources	\$ -		\$ -
	Transfers In from Other Funds	\$ 3,042,949	\$ 102,000	\$ 3,144,949
	Total Resources	\$ 3,261,979	\$ 102,000	\$ 3,363,979
Requirements				
	Policy and Administration	\$ -		\$ -
	Community Development	\$ -		\$ -
	Community Services	\$ -		\$ -
	Public Works	\$ -		\$ -
	Program Expenditures Total	\$ -	\$ -	\$ -
	Debt Service	\$ -		\$ -
	Loans	\$ -		\$ -
	Work-In-Progress	\$ 3,042,949	\$ 102,000	\$ 3,144,949
	Transfers to Other Funds	\$ 55,881		\$ 55,881
	Contingency	\$ -		\$ -
	Total Budget	\$ 3,098,830	\$ 102,000	\$ 3,200,830
	Reserve For Future Expenditure	\$ 163,149	\$ -	\$ 163,149
	Total Requirements	\$ 3,261,979	\$ 102,000	\$ 3,363,979

13. Capital Improvement Program - East Tigard Sewer Replacement

A carryforward in the amount of \$29,550 is requested to pay for internal charges related to the 50% completion of design for the sanitary sewer line located adjacent to Red Rock Creek between Hunziker Road and the railroad tracks. The 50% design completion provides for additional capacity and better alignment. It also will move the sewer line away from the creek which allows maintenance crews improved access. Beginning fund balance will increase in the Sanitary Sewer fund by \$29,550 and capital program expenditures will increase by the same amount. (See Exhibit B-Project# 93013)

		Adopted Budget	Amendment	Revised Budget
Sanitary Sewer Fund				
Resources	Beginning Fund Balance	\$ 4,566,728	\$ 29,550	\$ 4,596,278
	Property Taxes	\$ -		\$ -
	Franchise Fees	\$ -		\$ -
	Licenses & Permits	\$ 587,133		\$ 587,133
	Intergovernmental	\$ -		\$ -
	Charges for Services	\$ 1,584,277		\$ 1,584,277
	Fines & Forfeitures	\$ -		\$ -
	Interest Earnings	\$ 100,333		\$ 100,333
	Miscellaneous	\$ 141,674		\$ 141,674
	Other Financing Sources	\$ -		\$ -
	Transfers In from Other Funds	\$ 1,369,900		\$ 1,369,900
	Total Resources	\$ 8,350,045	\$ 29,550	\$ 8,379,595
Requirements				
	Policy and Administration	\$ -		\$ -
	Community Development	\$ -		\$ -
	Community Services	\$ -		\$ -
	Public Works	\$ 1,946,260		\$ 1,946,260
	Program Expenditures Total	\$ 1,946,260	\$ -	\$ 1,946,260
	Debt Service	\$ -		\$ -
	Loans	\$ -		\$ -
	Work-In-Progress	\$ 2,944,011	\$ 29,550	\$ 2,973,561
	Transfers to Other Funds	\$ 79,849		\$ 79,849
	Contingency	\$ 400,000		\$ 400,000
	Total Budget	\$ 5,370,120	\$ 29,550	\$ 5,399,670
	Reserve For Future Expenditure	\$ 2,979,925	\$ -	\$ 2,979,925
	Total Requirements	\$ 8,350,045	\$ 29,550	\$ 8,379,595

14. Capital Improvement Program - Red Rock Remediation

Red Rock Creek, downstream of Tigard Cinemas has eroded and exposed a 10-inch sanitary sewer line. An additional appropriation totaling \$45,000 is needed to hire a local engineering and environmental firm to design the long-term creek bed restoration. The firm will secure permits, prepare design-build plans, and work with city crews on site during construction. This action will result in an increase in beginning fund balance in the amount of \$22,500 in both the Sanitary Sewer and Stormwater funds. Additionally, capital program expenditures will increase by \$22,500 in the Sanitary Sewer fund and \$22,500 in the Stormwater fund (See Exhibit B-Project# 93018).

Fund 1 of 2

		Adopted Budget	Amendment	Revised Budget
Sanitary Sewer Fund				
Resources	Beginning Fund Balance	\$ 4,566,728	\$ 22,500	\$ 4,589,228
	Property Taxes	\$ -		\$ -
	Franchise Fees	\$ -		\$ -
	Licenses & Permits	\$ 587,133		\$ 587,133
	Intergovernmental	\$ -		\$ -
	Charges for Services	\$ 1,584,277		\$ 1,584,277
	Fines & Forfeitures	\$ -		\$ -
	Interest Earnings	\$ 100,333		\$ 100,333
	Miscellaneous	\$ 141,674		\$ 141,674
	Other Financing Sources	\$ -		\$ -
	Transfers In from Other Funds	\$ 1,369,900		\$ 1,369,900
	Total Resources	\$ 8,350,045	\$ 22,500	\$ 8,372,545
Requirements				
	Policy and Administration	\$ -		\$ -
	Community Development	\$ -		\$ -
	Community Services	\$ -		\$ -
	Public Works	\$ 1,946,260		\$ 1,946,260
	Program Expenditures Total	\$ 1,946,260	\$ -	\$ 1,946,260
	Debt Service	\$ -		\$ -
	Loans	\$ -		\$ -
	Work-In-Progress	\$ 2,944,011	\$ 22,500	\$ 2,966,511
	Transfers to Other Funds	\$ 79,849		\$ 79,849
	Contingency	\$ 400,000		\$ 400,000
	Total Budget	\$ 5,370,120	\$ 22,500	\$ 5,392,620
	Reserve For Future Expenditure	\$ 2,979,925	\$ -	\$ 2,979,925
	Total Requirements	\$ 8,350,045	\$ 22,500	\$ 8,372,545

14. Capital Improvement Program - Red Rock Remediation

Fund 2 of 2

		Adopted Budget	Amendment	Revised Budget
Stormwater Fund				
Resources	Beginning Fund Balance	\$ 3,795,745	\$ 22,500	\$ 3,818,245
	Property Taxes	\$ -		\$ -
	Franchise Fees	\$ -		\$ -
	Licenses & Permits	\$ -		\$ -
	Intergovernmental	\$ -		\$ -
	Charges for Services	\$ 3,034,291		\$ 3,034,291
	Fines & Forfeitures	\$ -		\$ -
	Interest Earnings	\$ 7,936		\$ 7,936
	Miscellaneous	\$ 3,069		\$ 3,069
	Other Financing Sources	\$ -		\$ -
	Transfers In from Other Funds	\$ -		\$ -
	Total Resources	\$ 6,841,041	\$ 22,500	\$ 6,863,541
Requirements				
	Policy and Administration	\$ -		\$ -
	Community Development	\$ -		\$ -
	Community Services	\$ -		\$ -
	Public Works	\$ 1,580,912		\$ 1,580,912
	Program Expenditures Total	\$ 1,580,912	\$ -	\$ 1,580,912
	Debt Service	\$ -		\$ -
	Loans	\$ -		\$ -
	Work-In-Progress	\$ 338,873	\$ 22,500	\$ 361,373
	Transfers to Other Funds	\$ 350,956		\$ 350,956
	Contingency	\$ 150,000		\$ 150,000
	Total Budget	\$ 2,420,741	\$ 22,500	\$ 2,443,241
	Reserve For Future Expenditure	\$ 4,420,300	\$ -	\$ 4,420,300
	Total Requirements	\$ 6,841,041	\$ 22,500	\$ 6,863,541

15. Capital Improvement Program - Main St. Sewer/Fanno Creek Crossing Elimination

This action does not require a budgetary change. Existing budgets will be moved from three other projects. The sanitary sewer project was done to eliminate the line crossing Fanno Creek in order to prevent a possible sewage spill into the creek. The city terminated the portion of the work on Main Street for emergency purposes and hired the Main Street Green Street contractor to complete the emergency work. This action allowed the work to proceed without impacting the Main Street project schedule. This emergency work will be paid for by decreasing other CIP projects. These projects are 93002-Citywide Sanitary Sewer Extension Program by \$191,200; 93003-Sanitary Sewer Major Maintenance Program by \$90,000; and 93016-Sewer Rehabilitation Program by \$242,500 for a total of \$523,700 (See Exhibit B-Project # 93002, 93003, 93011, 93016).

16. Capital Improvement Program - Aquifer Storage & Recovery Wells 2 & 3

These actions do not require a budgetary change. This action will move dollars from one CIP project to another. The preliminary engineering report for ASR 2 , ASR 3, and Reservoir 4 are complete. Final design and construction for these projects have been postponed. However, some electrical improvements have been recommended in the preliminary engineering report including replacement of the Variable Frequency Drive (VFD). (See Exhibit B-Project # 96010 & 96044)

92012: Parks System Development Charge Update

This project will complete the system infrastructure financing for parks.

	Life to FY 2014			New Budget		
	Unaudited Actuals	Original Budget 2015	This change	2015	2016	Project Total
External Expenses						
Design and Engineering	-	20,000	3,385	23,385	-	23,385
Total		20,000	3,385	23,385	-	23,385
Total Project Expense	-	20,000	3,385	23,385	-	23,385
Revenue Funding Source						
Parks SDC Fund	-	20,000	3,385	23,385	-	23,385
Total Project Revenues	-	20,000	3,385	23,385	-	23,385

95040: Tigard Transportation System Development Charge

This project will complete the system infrastructure financing for transportation.

	Life to FY 2014			New Budget		
	Unaudited Actuals	Original Budget 2015	This change	2015	2016	Project Total
Internal Expenses						
Project Management	322	9,000	-	9,000	-	9,322
Total	<u>322</u>	<u>9,000</u>	<u>-</u>	<u>9,000</u>	<u>-</u>	<u>9,322</u>
External Expenses						
Project Management	-	42,000	12,390	54,390	-	54,390
Total	<u>-</u>	<u>42,000</u>	<u>12,390</u>	<u>54,390</u>	<u>-</u>	<u>54,390</u>
Total Project Expense	<u>322</u>	<u>51,000</u>	<u>12,390</u>	<u>63,390</u>	<u>-</u>	<u>63,712</u>
Revenue Funding Source						
Gas Tax Fund	322	51,000	12,390	63,390	-	63,712
Total Project Revenues	<u>322</u>	<u>51,000</u>	<u>12,390</u>	<u>63,390</u>	<u>-</u>	<u>63,712</u>

94030: Stormwater Master Plan Update for River Terrace

The funds for this project will complete the master plan by December 2014.

	Life to FY 2014			New Budget		
	Unaudited Actuals	Original Budget 2015	This change	2015	2016	Project Total
Internal Expenses						
Project Management	-	-	-	-	-	-
Total	-	-	-	-	-	-
External Expenses						
Project Management	17,906	-	6,500	6,500	-	24,406
Total	17,906	-	6,500	6,500	-	24,406
Total Project Expense	17,906	-	6,500	6,500	-	24,406
Revenue Funding Source						
Stormwater Fund	17,906	-	6,500	6,500	-	24,406
Total Project Revenues	17,906	-	6,500	6,500	-	24,406

95039: Update Transportation System Plan for River Terrace

The funds for this project will complete the master plan by December 2014.

	Life to FY 2014			New Budget		
	Unaudited Actuals	Original Budget 2015	This change	2015	2016	Project Total
Internal Expenses						
Project Management	-	-	-	-	-	-
Total	-	-	-	-	-	-
External Expenses						
Project Management	1,581	-	18,500	18,500	-	20,081
Total	1,581	-	18,500	18,500	-	20,081
Total Project Expense	1,581	-	18,500	18,500	-	20,081
Revenue Funding Source						
Gas Tax Fund	1,581	-	18,500	18,500	-	20,081
Total Project Revenues	1,581	-	18,500	18,500	-	20,081

95035: 72nd Ave./Dartmouth St. Intersection Improvements

This project will be completed in November 2014. The requested funding includes \$230,000 in carryover, and \$220,000 of additional funding that will be used for a contract amendment and change orders.

	Life to FY 2014			New Budget		Project Total
	Unaudited Actuals	Original Budget 2015	This change	2015	2016	
Internal Expenses						
Project Management	26,814	41,000	-	41,000	-	67,814
Design and Engineering	48,176	-	-	-	-	48,176
Construction Management	-	41,000	-	41,000	-	41,000
Total	74,990	82,000	-	82,000	-	156,990
External Expenses						
Construction Management	-	190,000	-	190,000	-	190,000
Land/Right of Way Acquisition	221,180	-	-	-	-	221,180
Design and Engineering	232,485	-	-	-	-	232,485
Construction	21,435	1,289,350	450,000	1,739,350	-	1,760,785
Total	475,100	1,479,350	450,000	1,929,350	-	2,404,450
Total Project Expense	550,090	1,561,350	450,000	2,011,350	-	2,561,440
Revenue Funding Source						
Gas Tax Fund	266,885	-	190,000	190,000	-	456,885
City Gas Tax Fund	28,759	733,125	150,000	883,125	-	911,884
Transportation Dev. Tax Fund	17,987	437,177	-	437,177	-	455,164
Traffic Impact Fee Fund	232,149	277,366	110,000	387,366	-	619,515
Underground Utility Fund	4,310	113,682	-	113,682	-	117,992
Total Project Revenues	550,090	1,561,350	450,000	2,011,350	-	2,561,440

95041: Upper Boones Ferry/Durham Adaptive Signal Coordination

This project will install 13 traffic signals and two rail crossings that will significantly increase vehicular flow and possibly reduce crash rates. The funding request will be used to pay for staff time that will oversee the installation that is being done by Washington County.

	Life to FY 2014			New Budget		
	Unaudited Actuals	Original Budget 2015	This change	2015	2016	Project Total
Internal Expenses						
Project Management	2,919	25,000	24,454	49,454	-	52,373
Construction Management	-	-	-	-	-	-
Total	2,919	25,000	24,454	49,454	-	52,373
External Expenses						
Design and Engineering	-	-	-	-	-	-
Construction	-	90,000	-	90,000	-	90,000
Total	-	90,000	-	90,000	-	90,000
Total Project Expense	2,919	115,000	24,454	139,454	-	142,373
Revenue Funding Source						
Gas Tax Fund	2,021	-	-	-	-	2,021
Transportation Dev. Tax Fund	898	115,000	24,454	139,454	-	140,352
Total Project Revenues	2,919	115,000	24,454	139,454	-	142,373

92024: Fanno Creek Trail (Main to Grant)

Funding will be used to pay for additional work that was completed on this project including design, temporary irrigation, and artwork along the trail.

	Life to FY 2014					
	Unaudited Actuals	Original Budget 2015	This change	New Budget 2015	2016	Project Total
Internal Expenses						
Project Management	9,697	-	-	-	-	9,697
Design and Engineering	40,748	-	-	-	-	40,748
Construction Management	49,706	-	-	-	-	49,706
Total	100,151	-	-	-	-	100,151
External Expenses						
Design and Engineering	27,418	-	14,500	14,500	-	41,918
Construction	490,684	-	-	-	-	490,684
Total	518,102	-	14,500	14,500	-	532,602
Total Project Expense	618,253	-	14,500	14,500	-	632,753
Revenue Funding Source						
General Fund	419	-	-	-	-	419
Gas Tax Fund	61,788	-	-	-	-	61,788
Parks Bond Fund	96,598	-	-	-	-	96,598
Parks SDC Fund	265,576	-	-	-	-	265,576
Sanitary Sewer Fund	105,700	-	-	-	-	105,700
Stormwater Fund	87,882	-	-	-	-	87,882
Urban Renewal Fund	290	-	14,500	14,500	-	14,790
Total Project Revenues	618,253	-	14,500	14,500	-	632,753

92034: Tigard Street Trail & Public Space

This project will utilize an inactive railroad corridor from Tiedeman Avenue to Main Street in order to link area trails and parks to downtown Tigard and the Tigard Transit Center. The additional funding request will pay for internal charges associated with the development of the conceptual design plan for this project.

	Life to FY 2014		This change	New Budget		Project Total
	Unaudited Actuals	Original Budget 2015		2015	2016	
Internal Expenses						
Project Management	-	15,000	20,000	35,000	10,000	45,000
Construction Management	-	-	-	-	15,000	15,000
Total	-	15,000	20,000	35,000	25,000	60,000
External Expenses						
Public Involvement		-	-	-	-	-
Design and Engineering	25,379	-	-	-	143,670	169,049
Construction		-	-	-	576,660	576,660
Total		-	-	-	720,330	745,709
Total Project Expense		15,000	20,000	35,000	745,330	805,709
Revenue Funding Source						
General Fund	-	-	20,000	20,000	-	20,000
Parks Capital Fund	-	-	-	-	445,800	445,800
Parks Bond Fund	25,379	14,442	-	14,442	-	39,821
Parks SDC Fund	-	558	-	558	299,530	300,088
Total Project Revenues	25,379	15,000	20,000	35,000	745,330	805,709

92045: Senn Park

The land was acquired in 2006. Additional funding will be used for the installation of the playground equipment in this park.

	Life to FY 2014			New Budget		
	Unaudited Actuals	Original Budget 2015	This change	2015	2016	Project Total
Internal Expenses						
Project Management	-	-	-	-	-	-
Construction Management	-	-	-	-	-	-
Total	-	-	-	-	-	-
External Expenses						
Design and Engineering	5,951	-	-	-	-	5,951
Construction	-	45,000	10,000	55,000	-	55,000
Total	5,951	45,000	10,000	55,000	-	60,951
Total Project Expense	5,951	45,000	10,000	55,000	-	60,951
Revenue Funding Source						
General Fund	-	-	10,000	10,000	-	10,000
Parks Bond Fund	5,951	-	-	-	-	5,951
Parks SDC Fund	-	45,000	-	45,000	-	45,000
Total Project Revenues	5,951	45,000	10,000	55,000	-	60,951

92048: Summerlake Park Restroom

The restroom for this park has been ordered. The carryover funding will be used to complete the project by installing the prefabricated restroom.

	Life to FY 2014					
	Unaudited Actuals	Original Budget 2015	This change	New Budget 2015	2016	Project Total
Internal Expenses						
Project Management	-	5,000	-	5,000	-	5,000
Construction Management	-	5,000	-	5,000	-	5,000
Total	-	10,000	-	10,000	-	10,000
External Expenses						
Design and Engineering	13,010	5,000	-	5,000	-	18,010
Construction	-	20,000	102,000	122,000	-	122,000
Total	13,010	25,000	102,000	127,000	-	140,010
Total Project Expense	13,010	35,000	102,000	137,000	-	150,010
Revenue Funding Source						
General Fund	2,984	-	-	-	-	2,984
Parks Bond Fund	10,026	-	102,000	102,000	-	112,026
Sanitary Sewer Fund	-	12,500	-	12,500	-	12,500
Stormwater Fund	-	10,000	-	10,000	-	10,000
Water Fund	-	12,500	-	12,500	-	12,500
Total Project Revenues	13,010	35,000	102,000	137,000	-	150,010

93011: Main St. Sewer/Fanno Creek Crossing Elimination

This sanitary sewer project was done to eliminate the line crossing Fanno Creek in order to prevent a possible sewage spill into the creek. The city terminated the portion of the work in Main Street for emergency purposes and hired the Main Street Green Street contractor to complete the emergency work. The additional funding will be used to pay for the emergency work that was completed. This action will have no budgetary impact. Existing budget will be moved from sanitary sewer projects 93002-Citywide Sanitary Sewer Extension Program for \$191,200; 93003-Sanitary Sewer Major Maintenance Program for \$90,000; and 93016-Sewer Rehabilitation Program for \$242,500.

	Life to FY 2014			New Budget		
	Unaudited	Original	This change	2015	2016	Project Total
	Actuals	Budget 2015				
Internal Expenses						
Project Management	15,906	-	13,486	13,486	-	29,392
Design and Engineering	47,575	-	-	-	-	47,575
Construction Management	51,875	-	-	-	-	51,875
Total	115,356	-	13,486	13,486	-	128,842
External Expenses						
Land/Right of Way Acquisition	51,607	-	-	-	-	51,607
Design and Engineering	36,742	-	-	-	-	36,742
Construction	320,069	-	510,214	510,214	-	830,283
Total	408,418	-	510,214	510,214	-	918,632
Total Project Expense	523,774	-	523,700	523,700	-	1,047,474
Revenue Funding Source						
Sanitary Sewer Fund	523,774	-	523,700	523,700	-	1,047,474
Total Project Revenues	523,774	-	523,700	523,700	-	1,047,474

93002: Citywide Sanitary Sewer Extension Program

Funding moved to 93011.

	Life to FY 2014			New Budget		
	Unaudited	Original	This change	2015	2016	Project Total
	Actuals	Budget 2015				
Internal Expenses						
Project Management	-	8,900	(8,900)	-	-	-
Construction Management	-	9,800	(9,800)	-	-	-
Total	-	18,700	(18,700)	-	-	-
External Expenses						
Public Involvement	-	5,000	(5,000)	-	-	-
Land/Right of Way Acquisition	-	7,500	(7,500)	-	-	-
Design and Engineering	-	60,000	(60,000)	-	-	-
Construction	-	100,000	(100,000)	-	-	-
Total	-	172,500	(172,500)	-	-	-
Total Project Expense	-	191,200	(191,200)	-	-	-
Revenue Funding Source						
Sanitary Sewer Fund	-	191,200	(191,200)	-	-	-
Total Project Revenues	-	191,200	(191,200)	-	-	-

93003: Sanitary Sewer Major Maintenance Program

Funding moved to 93011.

	Life to FY 2014		This change	New Budget		Project Total
	Unaudited Actuals	Original Budget 2015		2015	2016	
Internal Expenses						
Project Management	-	5,000	(5,000)	-	-	-
Construction Management	-	5,000	(5,000)	-	-	-
Total	-	10,000	(10,000)	-	-	-
External Expenses						
Public Involvement	-	5,000	(5,000)	-	-	-
Construction	-	75,000	(75,000)	-	-	-
Total	-	80,000	(80,000)	-	-	-
Total Project Expense	-	90,000	(90,000)	-	-	-
Revenue Funding Source						
Sanitary Sewer Fund	-	90,000	(90,000)	-	-	-
Total Project Revenues	-	90,000	(90,000)	-	-	-

93016: Sewer Rehabilitation Program

Funding moved to 93011.

	Life to FY 2014		This change	New Budget		Project Total
	Unaudited Actuals	Original Budget 2015		2015	2016	
Internal Expenses						
Project Management	-	20,000	(20,000)	-	-	-
Construction Management	-	20,000	(20,000)	-	-	-
Total	-	40,000	(40,000)	-	-	-
External Expenses						
Public Involvement	-	5,000	(5,000)	-	-	-
Design and Engineering	-	100,000	(100,000)	-	-	-
Construction	-	350,000	(350,000)	-	-	-
Total	-	455,000	(455,000)	-	-	-
Total Project Expense	-	495,000	(495,000)	-	-	-
Revenue Funding Source						
Sanitary Sewer Fund	-	242,500	(242,500)	-	-	-
Clean Water Services*	-	252,500	(252,500)	-	-	-
Total Project Revenues	-	495,000	(495,000)	-	-	-

* City contribution will be reimbursed by CWS only if funds are spent on this project. No funds have been spent YTD.

93013: East Tigard Sewer Replacement

The project is in the Sanitary Sewer Master Plan and involves increasing the capacity of an existing sewer line north of Hunziker Street. The requested funding will pay for the fifty percent completion of design work.

	Life to FY 2014		Original Budget 2015	This change	New Budget		2017	Project Total
	Unaudited Actuals				2015	2016		
Internal Expenses								
Project Management	1,883	-	-	-	50,000	-	-	51,883
Design and Engineering	5,119	-	-	-	-	-	-	5,119
Construction Management		-	-	-	50,000	-	-	50,000
Total	7,002	-	-	-	100,000	-	-	107,002
External Expenses								
Design and Engineering	13,140	-	29,550	29,550	5,000	-	-	47,690
Construction	15,536	-	-	-	1,100,000	-	-	1,115,536
Total	28,676	-	29,550	29,550	1,105,000	-	-	1,163,226
Total Project Expense	35,678	-	29,550	29,550	1,205,000	-	-	1,270,228
Revenue Funding Source								
Sanitary Sewer Fund	35,678	-	29,550	29,550	1,205,000	-	-	1,270,228
Total Project Revenues	35,678	-	29,550	29,550	1,205,000	-	-	1,270,228

93018: Red Rock Creek Remediation

Red Rock Creek, downstream of Tigarad Cinemas has eroded and exposed a 10-inch sanitary sewer line. The additional funding will be used for permitting, design, and construction by a local engineering firm.

	Life to FY 2014						
	Unaudited Actuals	Original Budget 2015	This change	New Budget 2015	2016	2017	Project Total
Internal Expenses							
Project Management	-	-	-	-	-	-	-
Construction Management	-	-	-	-	-	-	-
Total	-	-	-	-	-	-	-
External Expenses							
Land/Right of Way Acquisition	-	-	-	-	-	-	-
Design and Engineering	-	-	-	-	-	-	-
Construction	-	-	45,000	45,000	-	-	45,000
Total	-	-	45,000	45,000	-	-	45,000
Total Project Expense	-	-	45,000	45,000	-	-	45,000
Revenue Funding Source							
Sanitary Sewer Fund	-	-	22,500	22,500	-	-	45,000
Stormwater Fund	-	-	22,500	22,500	-	-	-
Total Project Revenues	-	-	45,000	45,000	-	-	45,000

96010: Aquifer Storage & Recovery Well #3

This project has been delayed and funding transferred to 96044-Aquifer Storage & Recover Well #2 that requires some electrical improvements as part of the long term water project. This action will move dollars from one project to another without impacting reserves.

	Life to FY 2014		This change	New Budget		Project Total
	Unaudited Actuals	Original Budget 2015		2015	2016	
Internal Expenses						
Project Management	7,934	18,000	(18,000)	-	-	7,934
Design and Engineering	48,763	-	-	-	-	48,763
Construction Management	3,269	-	-	-	205,000	208,269
Total	59,966	18,000	(18,000)	-	205,000	264,966
External Expenses						
Design and Engineering	123,698	250,000	(250,000)	-	-	123,698
Construction	-	-	-	-	3,000,000	3,000,000
Total	123,698	250,000	(250,000)	-	3,000,000	3,123,698
Total Project Expense	183,664	268,000	(268,000)	-	3,205,000	3,388,664
Revenue Funding Source						
Water CIP Fund	183,664	268,000	(268,000)	-	3,205,000	3,388,664
Total Project Revenues	183,664	268,000	(268,000)	-	3,205,000	3,388,664

96044: Aquifer Storage & Recovery Well #2

Funding transferred from 96010-Aquifer Storage & Recover Well #3 to pay for electrical improvements as part of the long term water project. This action will move dollars from one project to another without impacting reserves.

	Life to FY 2014		This change	New Budget		Project Total
	Unaudited Actuals	Original Budget 2015		2015	2016	
Internal Expenses						
Project Management	-	-	-	-	-	-
Design and Engineering	-	-	-	-	-	-
Construction Management	-	-	10,000	10,000	-	10,000
Total	-	-	10,000	10,000	-	10,000
External Expenses						
Design and Engineering	-	-	-	-	-	-
Construction	-	-	258,000	258,000	-	258,000
Total	-	-	258,000	258,000	-	258,000
Total Project Expense	-	-	268,000	268,000	-	268,000
Revenue Funding Source						
Water CIP Fund	-	-	268,000	268,000	-	268,000
Total Project Revenues	-	-	268,000	268,000	-	268,000

FY 2015 First Quarter Supplemental
Summary of Budget Changes

Affected City Funds	Adopted		Revised
Resources	Budget	Amendment	Budget
Beginning Fund Balance	\$ 24,757,117	\$ 695,269	\$ 25,452,386
Property Taxes	\$ 13,404,815	\$ -	\$ 13,404,815
Franchise Fees	\$ 5,799,632	\$ -	\$ 5,799,632
Special Assessments	\$ -	\$ -	\$ -
Licenses & Permits	\$ 2,798,102	\$ -	\$ 2,798,102
Intergovernmental	\$ 9,290,483	\$ 400,000	\$ 9,690,483
Charges for Services	\$ 7,306,802	\$ -	\$ 7,306,802
Fines & Forfeitures	\$ 993,232	\$ -	\$ 993,232
Interest Earnings	\$ 340,403	\$ -	\$ 340,403
Miscellaneous	\$ 293,696	\$ -	\$ 293,696
Other Financing Sources	\$ 254,000	\$ -	\$ 254,000
Transfers In from Other Funds	\$ 7,323,292	\$ 655,229	\$ 7,978,521
Total Resources	\$ 72,561,574	\$ 1,750,498	\$ 74,312,072
Requirements			
Policy and Administration	\$ 3,047,095	\$ -	\$ 3,047,095
Community Development	\$ 21,016,260	\$ 509,000	\$ 21,525,260
Community Services	\$ 838,936	\$ 15,219	\$ 854,155
Public Works	\$ 11,597,439	\$ 98,033	\$ 11,695,472
Program Expenditures Total	\$ 36,499,730	\$ 622,252	\$ 37,121,982
Debt Service	\$ 915,536	\$ -	\$ 915,536
Loans	\$ 254,000	\$ -	\$ 254,000
Work-In-Progress	\$ 9,357,969	\$ 736,279	\$ 10,094,248
Transfers to Other Funds	\$ 7,046,931	\$ 655,229	\$ 7,702,160
Contingency	\$ 2,380,000	\$ (263,262)	\$ 2,116,738
Total Budget	\$ 56,454,166	\$ 1,750,498	\$ 58,204,664
Reserve For Future Expenditure	\$ 16,107,408	\$ -	\$ 16,107,408
Total Requirements	\$ 72,561,574	\$ 1,750,498	\$ 74,312,072

FY 2015 First Quarter Supplemental
Summary of Budget Changes

Reference Budget Items: 1, 2, 3, 5, 8, 9, 10, 11

General Fund	Adopted		Revised
Resources	Budget	Amendment	Budget
Beginning Fund Balance	\$ 10,142,274	\$ 50,219	\$ 10,192,493
Property Taxes	\$ 13,404,815	\$ -	\$ 13,404,815
Franchise Fees	\$ 5,799,632	\$ -	\$ 5,799,632
Special Assessments	\$ -	\$ -	\$ -
Licenses & Permits	\$ 1,177,412	\$ -	\$ 1,177,412
Intergovernmental	\$ 5,318,600	\$ 400,000	\$ 5,718,600
Charges for Services	\$ 2,688,234	\$ -	\$ 2,688,234
Fines & Forfeitures	\$ 993,232	\$ -	\$ 993,232
Interest Earnings	\$ 103,722	\$ -	\$ 103,722
Miscellaneous	\$ 55,873	\$ -	\$ 55,873
Other Financing Sources	\$ 254,000	\$ -	\$ 254,000
Transfers In from Other Funds	\$ -	\$ -	\$ -
Total Resources	\$ 39,937,794	\$ 450,219	\$ 40,388,013
Requirements			
Policy and Administration	\$ 3,047,095	\$ -	\$ 3,047,095
Community Development	\$ 21,016,260	\$ 509,000	\$ 21,525,260
Community Services	\$ 838,936	\$ 15,219	\$ 854,155
Public Works	\$ 5,865,265	\$ 16,298	\$ 5,881,563
Program Expenditures Total	\$ 30,767,556	\$ 540,517	\$ 31,308,073
Debt Service	\$ -	\$ -	\$ -
Loans	\$ 254,000	\$ -	\$ 254,000
Transfers to Other Funds	\$ 834,967	\$ 44,500	\$ 879,467
Contingency	\$ 1,385,000	\$ (134,798)	\$ 1,250,202
Total Budget	\$ 33,241,523	\$ 450,219	\$ 33,691,742
Reserve For Future Expenditure	\$ 6,696,271	\$ -	\$ 6,696,271
Total Requirements	\$ 39,937,794	\$ 450,219	\$ 40,388,013

Reference Budget Items: 4, 14, 15

	Adopted Budget	Amendment	Revised Budget
Sanitary Sewer Fund			
Resources			
Beginning Fund Balance	\$4,566,728	\$ 52,050	\$4,618,778
Property Taxes	\$ -	\$ -	\$ -
Franchise Fees	\$ -	\$ -	\$ -
Licenses & Permits	\$ 587,133	\$ -	\$ 587,133
Intergovernmental	\$ -	\$ -	\$ -
Charges for Services	\$ 1,584,277	\$ -	\$ 1,584,277
Fines & Forfeitures	\$ -	\$ -	\$ -
Interest Earnings	\$ 100,333	\$ -	\$ 100,333
Miscellaneous	\$ 141,674	\$ -	\$ 141,674
Other Financing Sources	\$ -	\$ -	\$ -
Transfers In from Other Funds	\$ 1,369,900	\$ -	\$ 1,369,900
Total Resources	\$8,350,045	\$ 52,050	\$8,402,095
Requirements			
Policy and Administration	\$ -	\$ -	\$ -
Community Development	\$ -	\$ -	\$ -
Community Services	\$ -	\$ -	\$ -
Public Works	\$ 1,946,260	\$ 28,285	\$ 1,974,545
Program Expenditures Total	\$1,946,260	\$ 28,285	\$1,974,545
Debt Service	\$ -	\$ -	\$ -
Loans	\$ -	\$ -	\$ -
Work-In-Progress	\$ 2,944,011	\$ 52,050	\$ 2,996,061
Transfers to Other Funds	\$ 79,849	\$ -	\$ 79,849
Contingency	\$ 400,000	\$ (28,285)	\$ 371,715
Total Budget	\$5,370,120	\$ 52,050	\$5,422,170
Reserve For Future Expenditure	\$2,979,925	\$ -	\$2,979,925
Total Requirements	\$8,350,045	\$ 52,050	\$8,402,095

Reference Budget Items: 4, 5, 15

	Adopted Budget	Amendment	Revised Budget
Stormwater Fund			
Resources			
Beginning Fund Balance	\$3,795,745	\$ 22,500	\$3,818,245
Property Taxes	\$ -	\$ -	\$ -
Franchise Fees	\$ -	\$ -	\$ -
Licenses & Permits	\$ -	\$ -	\$ -
Intergovernmental	\$ -	\$ -	\$ -
Charges for Services	\$ 3,034,291	\$ -	\$ 3,034,291
Fines & Forfeitures	\$ -	\$ -	\$ -
Interest Earnings	\$ 7,936	\$ -	\$ 7,936
Miscellaneous	\$ 3,069	\$ -	\$ 3,069
Other Financing Sources	\$ -	\$ -	\$ -
Transfers In from Other Funds	\$ -	\$ -	\$ -
Total Resources	\$ 6,841,041	\$ 22,500	\$ 6,863,541
Requirements			
Policy and Administration	\$ -	\$ -	\$ -
Community Development	\$ -	\$ -	\$ -
Community Services	\$ -	\$ -	\$ -
Public Works	\$ 1,580,912	\$ 53,450	\$ 1,634,362
Program Expenditures Total	\$ 1,580,912	\$ 53,450	\$ 1,634,362
Debt Service	\$ -	\$ -	\$ -
Loans	\$ -	\$ -	\$ -
Work-In-Progress	\$ 338,873	\$ 29,000	\$ 367,873
Transfers to Other Funds	\$ 350,956	\$ -	\$ 350,956
Contingency	\$ 150,000	\$ (59,950)	\$ 90,050
Total Budget	\$ 2,420,741	\$ 22,500	\$ 2,443,241
Reserve For Future Expenditure	\$ 4,420,300	\$ -	\$ 4,420,300
Total Requirements	\$ 6,841,041	\$ 22,500	\$ 6,863,541

Reference Budget Items: 4, 5, 6

Gas Tax Fund	Adopted Budget	Amendment	Revised Budget
Resources			
Beginning Fund Balance	\$ 363,400	\$ 208,500	\$ 571,900
Property Taxes	\$ -	\$ -	\$ -
Franchise Fees	\$ -	\$ -	\$ -
Licenses & Permits	\$ 225	\$ -	\$ 225
Intergovernmental	\$ 2,990,443	\$ -	\$ 2,990,443
Charges for Services	\$ -	\$ -	\$ -
Fines & Forfeitures	\$ -	\$ -	\$ -
Interest Earnings	\$ 55,732	\$ -	\$ 55,732
Miscellaneous	\$ 61,345	\$ -	\$ 61,345
Other Financing Sources	\$ -	\$ -	\$ -
Transfers In from Other Funds	\$ 100,000	\$ -	\$ 100,000
Total Resources	\$ 3,571,145	\$ 208,500	\$ 3,779,645
Requirements			
Policy and Administration	\$ -	\$ -	\$ -
Community Development	\$ -	\$ -	\$ -
Community Services	\$ -	\$ -	\$ -
Public Works	\$ 2,205,002	\$ -	\$ 2,205,002
Program Expenditures Total	\$ 2,205,002	\$ -	\$ 2,205,002
Debt Service	\$ 599,676	\$ -	\$ 599,676
Loans	\$ -	\$ -	\$ -
Work-In-Progress	\$ -	\$ -	\$ -
Transfers to Other Funds	\$ 686,133	\$ 220,890	\$ 907,023
Contingency	\$ 70,000	\$ (12,390)	\$ 57,610
Total Budget	\$ 3,560,811	\$ 208,500	\$ 3,769,311
Reserve For Future Expenditure	\$ 10,334	\$ -	\$ 10,334
Total Requirements	\$ 3,571,145	\$ 208,500	\$ 3,779,645

Reference Budget Items: 4, 5, 6, 7

	Adopted Budget	Amendment	Revised Budget
Transportation CIP Fund			
Resources			
Beginning Fund Balance	\$ 356,422	\$ -	\$ 356,422
Property Taxes	\$ -	\$ -	\$ -
Franchise Fees	\$ -	\$ -	\$ -
Licenses & Permits	\$ -	\$ -	\$ -
Intergovernmental	\$ 200,000	\$ -	\$ 200,000
Charges for Services	\$ -	\$ -	\$ -
Fines & Forfeitures	\$ -	\$ -	\$ -
Interest Earnings	\$ -	\$ -	\$ -
Miscellaneous	\$ -	\$ -	\$ -
Other Financing Sources	\$ -	\$ -	\$ -
Transfers In from Other Funds	\$ 2,810,443	\$ 505,344	\$ 3,315,787
Total Resources	\$3,366,865	\$ 505,344	\$3,872,209
Requirements			
Policy and Administration	\$ -	\$ -	\$ -
Community Development	\$ -	\$ -	\$ -
Community Services	\$ -	\$ -	\$ -
Public Works	\$ -	\$ -	\$ -
Program Expenditures Total	\$ -	\$ -	\$ -
Debt Service	\$ -	\$ -	\$ -
Loans	\$ -	\$ -	\$ -
Work-In-Progress	\$ 3,008,136	\$ 505,344	\$ 3,513,480
Transfers to Other Funds	\$ 44,613	\$ -	\$ 44,613
Contingency	\$ -	\$ -	\$ -
Total Budget	\$3,052,749	\$ 505,344	\$3,558,093
Reserve For Future Expenditure	\$ 314,116	\$ -	\$ 314,116
Total Requirements	\$3,366,865	\$ 505,344	\$3,872,209

Reference Budget Items: 4

	Adopted Budget	Amendment	Revised Budget
Parks SDC Fund			
Resources			
Beginning Fund Balance	\$ 1,124,011	\$ -	\$ 1,124,011
Property Taxes	\$ -	\$ -	\$ -
Franchise Fees	\$ -	\$ -	\$ -
Licenses & Permits	\$ 476,336	\$ -	\$ 476,336
Intergovernmental	\$ -	\$ -	\$ -
Charges for Services	\$ -	\$ -	\$ -
Fines & Forfeitures	\$ -	\$ -	\$ -
Interest Earnings	\$ 19,782	\$ -	\$ 19,782
Miscellaneous	\$ -	\$ -	\$ -
Other Financing Sources	\$ -	\$ -	\$ -
Transfers In from Other Funds	\$ -	\$ -	\$ -
Total Resources	\$ 1,620,129	\$ -	\$ 1,620,129
Requirements			
Policy and Administration	\$ -	\$ -	\$ -
Community Development	\$ -	\$ -	\$ -
Community Services	\$ -	\$ -	\$ -
Public Works	\$ -	\$ -	\$ -
Program Expenditures Total	\$ -	\$ -	\$ -
Debt Service	\$ -	\$ -	\$ -
Loans	\$ -	\$ -	\$ -
Work-In-Progress	\$ 12,000	\$ -	\$ 12,000
Transfers to Other Funds	\$ 1,127,217	\$ 3,385	\$ 1,130,602
Contingency	\$ 75,000	\$ (3,385)	\$ 71,615
Total Budget	\$ 1,214,217	\$ -	\$ 1,214,217
Reserve For Future Expenditure	\$ 405,912	\$ -	\$ 405,912
Total Requirements	\$ 1,620,129	\$ -	\$ 1,620,129

Reference Budget Items: 4, 9, 10, 11, 12

	Adopted Budget	Amendment	Revised Budget
Parks Capital Fund			
Resources			
Beginning Fund Balance	\$ 174,509	\$ -	\$ 174,509
Property Taxes	\$ -	\$ -	\$ -
Franchise Fees	\$ -	\$ -	\$ -
Licenses & Permits	\$ -	\$ -	\$ -
Intergovernmental	\$ 41,506	\$ -	\$ 41,506
Charges for Services	\$ -	\$ -	\$ -
Fines & Forfeitures	\$ -	\$ -	\$ -
Interest Earnings	\$ 3,015	\$ -	\$ 3,015
Miscellaneous	\$ -	\$ -	\$ -
Other Financing Sources	\$ -	\$ -	\$ -
Transfers In from Other Funds	\$ 3,042,949	\$ 149,885	\$ 3,192,834
Total Resources	\$ 3,261,979	\$ 149,885	\$ 3,411,864
Requirements			
Policy and Administration	\$ -	\$ -	\$ -
Community Development	\$ -	\$ -	\$ -
Community Services	\$ -	\$ -	\$ -
Public Works	\$ -	\$ -	\$ -
Program Expenditures Total	\$ -	\$ -	\$ -
Debt Service	\$ -	\$ -	\$ -
Loans	\$ -	\$ -	\$ -
Work-In-Progress	\$ 3,042,949	\$ 149,885	\$ 3,192,834
Transfers to Other Funds	\$ 55,881	\$ -	\$ 55,881
Contingency	\$ -	\$ -	\$ -
Total Budget	\$ 3,098,830	\$ 149,885	\$ 3,248,715
Reserve For Future Expenditure	\$ 163,149	\$ -	\$ 163,149
Total Requirements	\$ 3,261,979	\$ 149,885	\$ 3,411,864

Reference Budget Items: 6

	Adopted Budget	Amendment	Revised Budget
City Gas Tax Fund			
Resources			
Beginning Fund Balance	\$ 1,531,510	\$ 150,000	\$ 1,681,510
Property Taxes	\$ -	\$ -	\$ -
Franchise Fees	\$ -	\$ -	\$ -
Licenses & Permits	\$ -	\$ -	\$ -
Intergovernmental	\$ 739,934	\$ -	\$ 739,934
Charges for Services	\$ -	\$ -	\$ -
Fines & Forfeitures	\$ -	\$ -	\$ -
Interest Earnings	\$ 34,584	\$ -	\$ 34,584
Miscellaneous	\$ 31,735	\$ -	\$ 31,735
Other Financing Sources	\$ -	\$ -	\$ -
Transfers In from Other Funds	\$ -	\$ -	\$ -
Total Resources	\$2,337,763	\$ 150,000	\$ 2,487,763
Requirements			
Policy and Administration	\$ -	\$ -	\$ -
Community Development	\$ -	\$ -	\$ -
Community Services	\$ -	\$ -	\$ -
Public Works	\$ -	\$ -	\$ -
Program Expenditures Total	\$ -	\$ -	\$ -
Debt Service	\$ 315,860	\$ -	\$ 315,860
Loans	\$ -	\$ -	\$ -
Work-In-Progress	\$ -	\$ -	\$ -
Transfers to Other Funds	\$ 733,125	\$ 150,000	\$ 883,125
Contingency	\$ 50,000	\$ -	\$ 50,000
Total Budget	\$1,098,985	\$ 150,000	\$ 1,248,985
Reserve For Future Expenditure	\$1,238,778	\$ -	\$ 1,238,778
Total Requirements	\$2,337,763	\$ 150,000	\$ 2,487,763

Reference Budget Items: 6

	Adopted Budget	Amendment	Revised Budget
Traffic Impact Fee Fund			
Resources			
Beginning Fund Balance	\$ 355,923	\$ 110,000	\$ 465,923
Property Taxes	\$ -	\$ -	\$ -
Franchise Fees	\$ -	\$ -	\$ -
Licenses & Permits	\$ -	\$ -	\$ -
Intergovernmental	\$ -	\$ -	\$ -
Charges for Services	\$ -	\$ -	\$ -
Fines & Forfeitures	\$ -	\$ -	\$ -
Interest Earnings	\$ -	\$ -	\$ -
Miscellaneous	\$ -	\$ -	\$ -
Other Financing Sources	\$ -	\$ -	\$ -
Transfers In from Other Funds	\$ -	\$ -	\$ -
Total Resources	\$ 355,923	\$ 110,000	\$ 465,923
Requirements			
Policy and Administration	\$ -	\$ -	\$ -
Community Development	\$ -	\$ -	\$ -
Community Services	\$ -	\$ -	\$ -
Public Works	\$ -	\$ -	\$ -
Program Expenditures Total	\$ -	\$ -	\$ -
Debt Service	\$ -	\$ -	\$ -
Loans	\$ -	\$ -	\$ -
Work-In-Progress	\$ -	\$ -	\$ -
Transfers to Other Funds	\$ 355,923	\$ 110,000	\$ 465,923
Contingency	\$ -	\$ -	\$ -
Total Budget	\$ 355,923	\$ 110,000	\$ 465,923
Reserve For Future Expenditure	\$ -	\$ -	\$ -
Total Requirements	\$ 355,923	\$ 110,000	\$ 465,923

Reference Budget Items: 7

	Adopted Budget	Amendment	Revised Budget
Transportation Development Tax Fund			
Resources			
Beginning Fund Balance	\$1,388,324	\$ -	\$1,388,324
Property Taxes	\$ -	\$ -	\$ -
Franchise Fees	\$ -	\$ -	\$ -
Licenses & Permits	\$ 556,996	\$ -	\$ 556,996
Intergovernmental	\$ -	\$ -	\$ -
Charges for Services	\$ -	\$ -	\$ -
Fines & Forfeitures	\$ -	\$ -	\$ -
Interest Earnings	\$ 11,279	\$ -	\$ 11,279
Miscellaneous	\$ -	\$ -	\$ -
Other Financing Sources	\$ -	\$ -	\$ -
Transfers In from Other Funds	\$ -	\$ -	\$ -
Total Resources	\$1,956,599	\$ -	\$1,956,599
Requirements			
Policy and Administration	\$ -	\$ -	\$ -
Community Development	\$ -	\$ -	\$ -
Community Services	\$ -	\$ -	\$ -
Public Works	\$ -	\$ -	\$ -
Program Expenditures Total	\$ -	\$ -	\$ -
Debt Service	\$ -	\$ -	\$ -
Loans	\$ -	\$ -	\$ -
Work-In-Progress	\$ 12,000	\$ -	\$ 12,000
Transfers to Other Funds	\$ 781,124	\$ 24,454	\$ 805,578
Contingency	\$ 250,000	\$ (24,454)	\$ 225,546
Total Budget	\$1,043,124	\$ -	\$1,043,124
Reserve For Future Expenditure	\$ 913,475	\$ -	\$ 913,475
Total Requirements	\$1,956,599	\$ -	\$1,956,599

Reference Budget Items: 12

	Adopted Budget	Amendment	Revised Budget
Parks Bond Fund			
Resources			
Beginning Fund Balance	\$2,346,595	\$ 102,000	\$2,448,595
Property Taxes	\$ -	\$ -	\$ -
Franchise Fees	\$ -	\$ -	\$ -
Licenses & Permits	\$ -	\$ -	\$ -
Intergovernmental	\$ -	\$ -	\$ -
Charges for Services	\$ -	\$ -	\$ -
Fines & Forfeitures	\$ -	\$ -	\$ -
Interest Earnings	\$ 4,020	\$ -	\$ 4,020
Miscellaneous	\$ -	\$ -	\$ -
Other Financing Sources	\$ -	\$ -	\$ -
Transfers In from Other Funds	\$ -	\$ -	\$ -
Total Resources	\$2,350,615	\$ 102,000	\$2,452,615
Requirements			
Policy and Administration	\$ -	\$ -	\$ -
Community Development	\$ -	\$ -	\$ -
Community Services	\$ -	\$ -	\$ -
Public Works	\$ -	\$ -	\$ -
Program Expenditures Total	\$ -	\$ -	\$ -
Debt Service	\$ -	\$ -	\$ -
Loans	\$ -	\$ -	\$ -
Work-In-Progress	\$ -	\$ -	\$ -
Transfers to Other Funds	\$ 1,997,143	\$ 102,000	\$ 2,099,143
Contingency	\$ -	\$ -	\$ -
Total Budget	\$1,997,143	\$ 102,000	\$2,099,143
Reserve For Future Expenditure	\$ 353,472	\$ -	\$ 353,472
Total Requirements	\$2,350,615	\$ 102,000	\$2,452,615

CITY OF TIGARD, OREGON
TIGARD CITY COUNCIL
RESOLUTION NO. 15-

A RESOLUTION TO ADOPT A SUPPLEMENTAL BUDGET AMENDMENT TO FY 2015 TO ACHIEVE THE FOLLOWING: RECOGNITION OF GRANT REVENUES AND EXPENSES, ALONG WITH BUDGET ADJUSTMENTS IN PUBLIC WORKS, COMMUNITY DEVELOPMENT, COMMUNITY SERVICES, AND THE CAPITAL IMPROVEMENT PROGRAM.

WHEREAS, the city is acknowledging those items that were unknown at the time the FY 2015 Budget was adopted; and

WHEREAS, the city recognizes \$1,750,498 of unanticipated requirements in operations and the capital improvement program; and

WHEREAS, the city acknowledges that the increase in unanticipated requirements is offset by additional resources such as grants in the amount of \$415,219 and contingency for \$263,262.

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

SECTION 1: The FY 2014-15 Budget is hereby amended as detailed in Exhibits A and B.

SECTION : This resolution is effective immediately upon passage.

PASSED: This _____ day of _____ 2014.

Mayor - City of Tigard

ATTEST:

City Recorder - City of Tigard

AIS-1878

9.

Business Meeting

Meeting Date: 10/28/2014

Length (in minutes): 15 Minutes

Agenda Title: Briefing on Capital Improvement Plan (CIP) Projects

Prepared For: Kim McMillan, Public Works

Submitted By: Judy Lawhead,
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 several Capital Improvement Plan (CIP) Projects.

STAFF RECOMMENDATION / ACTION REQUEST

No action is requested; the council is asked to listen to the briefing.

KEY FACTS AND INFORMATION SUMMARY

In order to keep the council informed on the status of current CIP projects, staff will provide regular project briefings. Several projects will be discussed at this meeting.

See the attached table for project and schedule information.

OTHER ALTERNATIVES

Not applicable

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

DATES OF PREVIOUS COUNCIL CONSIDERATION

Staff provides the council with regular briefings on the status of CIP projects. The last briefing was on September 16, 2014.

Attachments

First Quarter Update

C I T Y O F T I G A R D

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



Capital Improvement Project Update

FY 2014-15

First Quarter

Tigard City Council Meeting

October 28, 2014

Derry Dell



Derry Dell



Derry Dell



Derry Dell



Derry Dell



Derry Dell



Courtesy Doug Vorwaller



Courtesy Doug Vorwaller

Derry Dell



72nd Avenue/Dartmouth Street



72nd Avenue/Dartmouth Street



CITY OF TIGARD

72nd Avenue/Dartmouth Street



72nd Avenue/Dartmouth Street



C I T Y O F T I G A R D

72nd Avenue/Dartmouth Street

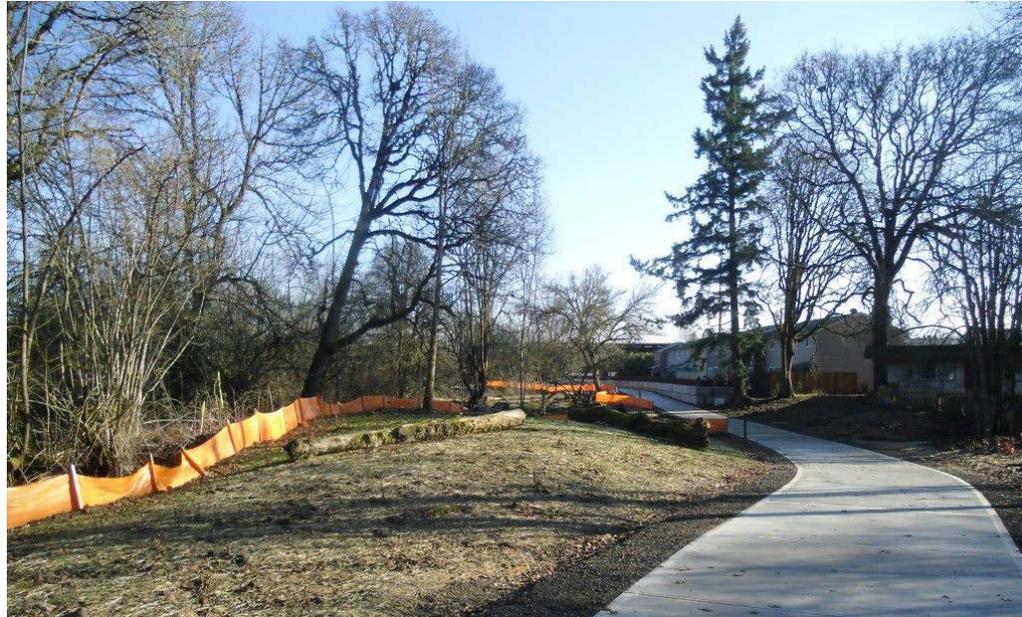


C I T Y O F T I G A R D

72nd Avenue/Dartmouth Street



Fanno Creek Trail – Main to Grant



Fanno Creek Trail – Main to Grant



Main Street Green Street



Main Street Green Street



Courtesy Doug Vorwaller

Red Rock Sewer Temporary Repair



Red Rock Sewer Temporary Repair



Permit Center Building Wall Repairs



CITY OF TIGARD

Pavement Management Program



Dirksen Nature Park



AIS-1717

10.

Business Meeting

Meeting Date: 10/28/2014

Length (in minutes): 15 Minutes

Agenda Title: Tigard Enterprise Zone: Resolution

Prepared For: Lloyd Purdy, Community Development

Submitted By: Lloyd Purdy, Community Development

Item Type: Resolution

Meeting Type: Council
Business
Meeting -
Main

Public Hearing: No

Publication Date:

Information

ISSUE

In February 2014, the Tigard City Council discussed creation of an Enterprise Zone. At that time, two options were available. The first option required competing for one of the limited Enterprise Zone spots created by the state. The second option required expanding the City of Beaverton’s Zone to include the same parts of Tigard and creating an intergovernmental operating agreement for zone policy and administration with Beaverton. By direction of the Tigard City Council, we bypassed the state’s original competitive round of designations and continued discussion about a zone expansion with Beaverton’s economic development manager.

In September 2014, the State of Oregon’s economic development agency, Business Oregon, opened a second round of applications, with a deadline of November 2014, for two more Enterprise Zone designations. Since September we have been following a dual approach of working with Beaverton to develop a joint zone and also preparing an application packet for an independent zone.

An enterprise zone offers qualified businesses a 3-5 year tax abatement on new investment (equipment, building, facilities), if that investment is accompanied by an increase in employment of at least 10%.

An enterprise zone is a powerful tool in the City of Tigard's economic development program. It requires a foundation of *groundwork* based upon positive relationships with local business leaders who can take advantage of this program as well as support from local and state government partners who support a Tigard Enterprise Zone. An enterprise zone is a *business assistance* program that encourages private sector investment in facilities and new employees. With an Enterprise Zone, the City of Tigard can implement an *innovative approach* to

economic development by working with businesses and overlapping tax authorities to encourage growth.

The purpose of this agenda item is to formalize the City of Tigard's commitment to a Tigard Enterprise Zone through the passage of a resolution which will be included in the November 2014 submission package to the State of Oregon.

STAFF RECOMMENDATION / ACTION REQUEST

Staff recommends the passage of a resolution supporting the submission of an Enterprise Zone application to include the proposed area in the City of Tigard (map Exhibit A is provided as reference). The enterprise zone proposed for the City of Tigard was created to be as inclusive as possible in order to maximize the number of businesses that can take advantage of this business friendly policy. A resolution is required by the State of Oregon as part of the submission packet for the creation of a zone.

This resolution and application to the state will include maps (like Exhibit A) that defines the Tigard Enterprise Zone along with a list of tax lots (Exhibit B) that serve as part of the legal description of the proposed Tigard Enterprise Zone. Also included are the proposed local incentives and requirements (Exhibit C) that further define the relationship between the City and an eligible applicant.

KEY FACTS AND INFORMATION SUMMARY

An Enterprise Zone in the City of Tigard is one economic development tool that will help induce additional private sector investment and jobs by providing a short-term benefit to a project's cash flow. Through an enterprise zone, the City is working as a partner with the private sector to encourage investment and job growth. An Enterprise Zone in Tigard:

- Encourages Tigard-based entrepreneurs and firms to start up and grow.
- Prompts bigger private sector re-investment on existing lands than may otherwise occur.
- Accelerates private sector investment, expansion and hiring.
- Bolsters the early success of business projects through a tax credit.
- Attracts and retains investment that would otherwise move outside of the City of Tigard.

Within the proposed zone area, there are over 900 tax lots and 91 properties classified as build-able lands suitable for development or redevelopment. Currently, more than 1,300 companies operate within the 2.7 square miles of the proposed zone. Qualifying businesses must increase employment by at least 10% in order to qualify for the tax abatement.

OTHER ALTERNATIVES

The alternative to creating an Enterprise Zone now is to continue to operate without the economic development tool or to defer submission until 2015 in anticipation of another competitive round of applications from the State.

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

The creation of an Enterprise Zone in the City of Tigard is consistent with the intent and recommendations of Comprehensive Plan Goal 9 and the City's 2011 Economic Opportunity Analysis which encourages efficient use of industrial, employment and commercially zoned property.

DATES OF PREVIOUS COUNCIL CONSIDERATION

February 18, 2014 Enterprise Zone Presentation to Council

February 25, 2014 Joint Meeting with City of Beaverton

Fiscal Impact

Fiscal Information:

An enterprise zone allows for a 3-5 year tax abatement for certain companies making an investment in new equipment, facilities and buildings along with an increase in full-time employment by at least 10%. The tax abatement does not apply to existing facilities, buildings, equipment or land. This economic development tool results in no loss to the existing tax base. It does defer revenue collection on new investment until the end of the abatement period, at which point the full value of the investment is added to the tax roll.

Attachments

[EZ Resolution](#)

[Tigard EZ Map with parcels](#)

[Tigard EZ List of parcels](#)

[Tigard EZ local incentives and requirements](#)

CITY OF TIGARD, OREGON
TIGARD CITY COUNCIL
RESOLUTION NO. 14-

A RESOLUTION TO AUTHORIZE A REQUEST TO THE STATE OF OREGON FOR THE
CREATION OF AN ENTERPRISE ZONE TO INCLUDE SELECTED PORTIONS
OF THE CITY OF TIGARD

WHEREAS, the City of Tigard's economic development strategy focuses on encouraging private sector investment through the creation of strong relationships with public and private sector partners, as well as programs that support entrepreneurs and business owners; and

WHEREAS, the City of Tigard encourages business investment, job creation, higher incomes for residents, greater diversity of economic activity, and business growth; and

WHEREAS, in collaboration with the public partners like the State of Oregon and overlapping tax authorities, the City of Tigard may apply to the State for an Enterprise Zone to include portions of the City of Tigard; and

WHEREAS, the State of Oregon, through ORS [285C.050-285C.250](#) allows for the creation of an enterprise zone in areas of economic hardship to encourage addition private sector investment through a three to five year tax credit on new investments, for certain businesses, made in conjunction with an increase in employment; and

WHEREAS, an enterprise zone allows industrial and some commercial firms making a new capital investment a waiver of 100 percent of the amount of real property taxes attributable to the new investment for up to a five year period after completion; and

WHEREAS, there is no loss of current property tax levies to local taxing jurisdictions because land or existing machinery or equipment is not tax exempt; and

WHEREAS, once the abatement period is over, the improvements are fully taxed for the life of the improvements resulting in a long-term return to the local taxing jurisdictions; and

WHEREAS, an enterprise zone is an economic development tool that will: provide selected Tigard-based firms with assistance in growing, making larger capital investments than might otherwise occur, accelerate investment or expansion, induce hiring, improve wages, bolster the early success of a business project or investment, and attract investment and facilities that would otherwise move or locate outside of the City of Tigard; and

WHEREAS, the proposed enterprise zone has a total area of 2.7 miles, and meets other State of Oregon statutory limitations on size and configuration with no part of the zone greater than 12 miles distant at its furthest point as depicted on the attached Tigard Enterprise Zone map (Exhibit A) and legally described by the tax lots listed in the attached table (Exhibit B); and

WHEREAS, this proposed zone expansion is based on qualifying Census tracts 307, 308.06, 309, 319.12, 320.05 based upon U.S. Census, American Community Survey Estimates, 2008–2012 data meeting the economic hardship criteria of an aggregated computed poverty rate of 19 percent which includes land zoned for industrial and commercial uses comprised more than 900 tax lots with more than 1300 existing companies; and

WHEREAS, the proposed enterprise zone contains significant land zoned for industrial, commercial and employment use, and acknowledged by the Land Conservation and Development Commission, as including industrial sites which are accessible, serviced or serviceable, and otherwise ready for use and further development; and

WHEREAS, the designation of an enterprise zone does not grant or imply permission to develop land within the Zone without complying with prevailing zoning, regulatory and permitting processes and restrictions for applicable jurisdictions; nor does it indicate any intent to modify those processes or restrictions, except as otherwise in accordance with Comprehensive Plans; and

WHEREAS, all of the other municipal corporations, school districts, special service districts, etc, that receive operating revenue through the levying of ad valorem taxes on real and personal property in any area of the proposed enterprise zone, have been notified of this proposal.

NOW, THEREFORE, BE IT RESOLVED the City of Tigard authorizes the submission of an application for an Enterprise Zone seeking approval from Business Oregon.

The City of Tigard proposes and applies for an Oregon enterprise zone to be named: The Tigard Enterprise Zone, and requests that the director of Business Oregon order the designation of this enterprise zone.

The City's Economic Development Manager is authorized to submit the enterprise zone application for the City of Tigard and to make any substantive or technical change to the application materials, as necessary, after adoption of this resolution. The City of Tigard appoints the City's economic development manager as zone manager and commits to fulfill its duties under ORS 285C.050 to 285C.250.

The City of Tigard will give priority to the use in the proposed enterprise zone of any economic development or job training funds received from the federal government, consistent with ORS 285C.065(3)(d).

The City of Tigard commits, within six months of designation, to implement and to confirm for the department its fulfillment of such duties, as specified in OAR 123-668, including but not limited to preparation of a list or map of local lands and buildings owned by the state or by municipal corporations within the enterprise zone that are not being used or designated for a public purpose and that have appropriate land use zoning, and to efforts for making such real property available for lease or purchase by authorized business firms under ORS 285C.110.

The City of Tigard will provide the following additional local incentives and requirements (Exhibit C); to any authorized business firm in the proposed enterprise zone for the length of the standard enterprise zone exemption, insofar as the firm's qualifying investments also are located inside of the city's jurisdiction; the City has considered the impacts of these binding incentives.

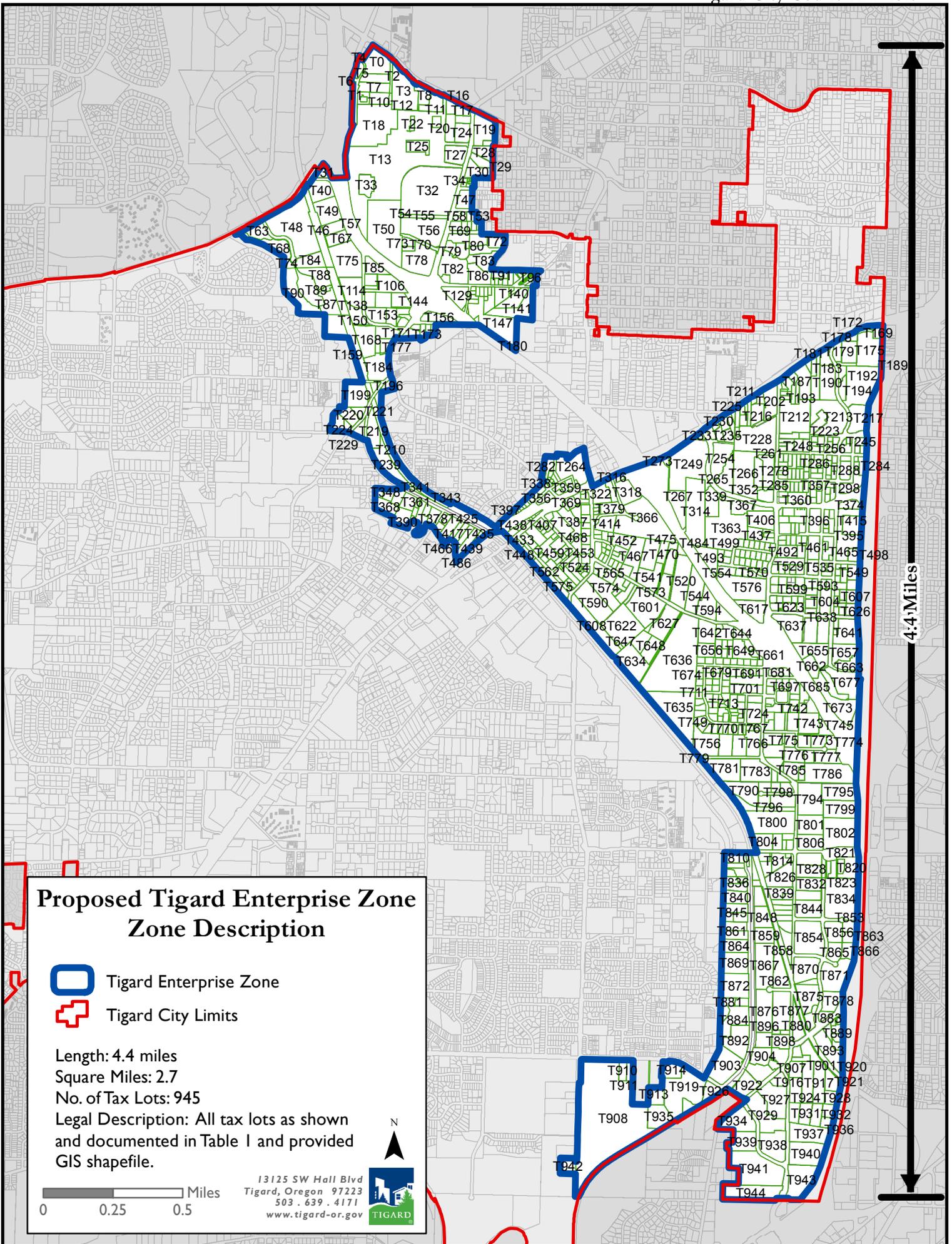
SECTION: This resolution is effective immediately upon passage.

PASSED: This _____ day of 2014.

Mayor - City of Tigard

ATTEST:

City Recorder - City of Tigard



4.4 Miles

Proposed Tigard Enterprise Zone Zone Description

-  Tigard Enterprise Zone
-  Tigard City Limits

Length: 4.4 miles
 Square Miles: 2.7
 No. of Tax Lots: 945

Legal Description: All tax lots as shown
 and documented in Table I and provided
 GIS shapefile.



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



EXHIBIT B

OBJECTID	SITEADDR
77866	9000 SW WASHINGTON SQUARE
78297	
78314	8865 SW HALL BLVD
78431	9009 SW HALL BLVD
78451	
78941	9020 SW WASHINGTON SQUARE
79152	
79210	9050 SW WASHINGTON SQUARE
79274	9009 SW HALL BLVD
79508	
79523	9210 SW WASHINGTON SQUARE
79530	9009 SW HALL BLVD
79560	
79615	9302 SW WASHINGTON SQUARE
79626	9200 SW WASHINGTON SQUARE
79683	9185 SW HALL BLVD
79741	9185 SW HALL BLVD
79861	9225 SW HALL BLVD
79963	9400 SW WASHINGTON SQ
80291	9370 SW GREENBURG RD
80354	
80416	9285 SW GREENBURG RD
80449	
80465	
80720	9385 SW GREENBURG RD
81506	9350 SW WASHINGTON SQ
81513	
81648	
81665	9500 SW GREENBURG RD
81861	9550 SW GREENBURG RD
82000	9640 SW GREENBURG RD
82201	9730 SW CASCADE AVE
82247	
82488	
82569	9750 SW GREENBURG RD
82572	9475 SW IVANA CT
82573	9467 SW IVANA CT
82575	9453 SW IVANA CT
82576	9449 SW IVANA CT
82652	
82667	10031 SW CASCADE AVE
82707	
82724	9468 SW IVANA CT
82731	9535 SW LEHMANN ST
82742	9452 SW IVANA CT

82745 9446 SW IVANA CT
82781
82884 9900 SW GREENBURG RD
82948 10110 SW NIMBUS AVE
83050 10065 SW CASCADE AVE
83132 9800 SW WASHINGTON SQ
83471 9970 SW GREENBURG RD
83481 9520 SW CORAL ST
83483 9430 SW CORAL ST
83500
83588
83661 10100 SW WASHINGTON SQUARE
83744 0
83774 9575 SW LOCUST ST
83784 9495 SW LOCUST ST
83792 9485 SW LOCUST ST
83795 9445 SW LOCUST ST
83797
83808 10115 SW NIMBUS AVE
83830 9397 SW LOCUST ST
83908 9385 SW LOCUST ST
83919
84026 10185 SW BEAVERTON TIGARD
84073
84121 10130 SW GREENBURG RD
84131
84133 10200 SW GREENBURG RD
84150 9260 SW LOCUST ST
84237 10101 SW WASHINGTON SQUARE
84274
84312 10329 SW CASCADE AVE
84324 10250 SW GREENBURG RD
84330
84336 10131 SW WASHINGTON SQUARE
84398 10250 SW GREENBURG RD
84443 10220 SW GREENBURG RD
84491
84621 10300 SW GREENBURG RD
84627 10220 SW GREENBURG RD
84628 10300 SW NIMBUS AVE
84833 10380 SW CASCADE AVE
85010 10260 SW GREENBURG RD
85161
85172
85195 10565 SW NIMBUS AVE
85199
85238

85249
85253 9025 SW OAK ST
85255 10445 SW 90TH AVE
85258 10425 SW 90TH AVE
85269
85280 10455 SW 90TH AVE
85288 10392 SW 90TH AVE
85293 10390 SW 90TH AVE
85322 10396 SW 90TH AVE
85324 10394 SW 90TH AVE
85330 10435 SW 90TH AVE
85346 10398 SW 90TH AVE
85389 10500 SW CASCADE AVE
85399
85403 10585 SW GREENBURG RD
85410 10420 SW 90TH AVE
85412 10500 SW GREENBURG RD
85431 10422 SW 90TH AVE
85454 10424 SW 90TH AVE
85479 10426 SW 90TH AVE
85502 8945 SW OAK ST
85506 10428 SW 90TH AVE
85521 10575 SW CASCADE BLVD
85546 10450 SW 90TH AVE
85551 9235 SW OAK ST
85554 9225 SW OAK ST
85556 9105 SW OAK ST
85558 9055 SW OAK ST
85567 10452 SW 90TH AVE
85586 10454 SW 90TH AVE
85610 10456 SW 90TH AVE
85611 8955 SW OAK ST
85644 10480 SW 90TH AVE
85665 10482 SW 90TH AVE
85682 10484 SW 90TH AVE
85691 10486 SW 90TH AVE
85703 10488 SW 90TH AVE
85780 9600 SW OAK ST
85782 9460 SW OAK ST
85787 9420 SW OAK ST
85791 9400 SW OAK ST
85794 9360 SW OAK ST
85797 9330 SW OAK ST
85800
85804 9200 SW OAK ST
85808 9020 SW OAK ST
85809 10500 SW NIMBUS AVE

85813 9000 SW OAK ST
85818 8980 SW OAK ST
85823 8960 SW OAK ST
85939 10560 SW 95TH AVE
85977
85981 10685 SW GREENBURG RD
85990 10655 SW GREENBURG RD
86042 10590 SW 95TH AVE
86087
86099
86180 10620 SW 95TH AVE
86213 10775 SW CASCADE BLVD
86308
86320
86350 10770 SW CASCADE AVE
86381 10840 SW CASCADE AVE
86400
86475 9735 SW SHADY LN
86541 9785 SW SHADY LN
86555
86571
86585
86629
86643 10775 SW GREENBURG RD
86815
86832 9780 SW SHADY LN
86837 9770 SW SHADY LN
86838 9800 SW SHADY LN
86841 9730 SW SHADY LN
86855 10795 SW CASCADE AVE
86860 11420 SW PACIFIC HWY
86863
86883 10855 SW CASCADE BLVD
86886 11440 SW PACIFIC HWY
86922 10830 SW GREENBURG RD
86957 11462 SW PACIFIC HWY
87027 10955 SW 65TH AVE
87106
87227 10915 SW GREENBURG RD
87284 10900 SW 68TH PKWY
87285 11460 SW PACIFIC HWY
87403
87439 10925 SW 69TH AVE
87665
87675
87723 11101 SW GREENBURG RD
87779 11530 SW PACIFIC HWY

87880 11538 SW PACIFIC HWY
88049 11552 SW PACIFIC HWY
88052 10998 SW 68TH PKWY
88101
88135
88162 11090 SW 68TH PKWY
88177 11308 SW 68TH PKWY
88276 11564 SW PACIFIC HWY
88403 11140 SW 68TH PKWY
88442 11570 SW PACIFIC HWY
88544 11225 SW GREENBURG RD
88549
88623
88650 10250 SW NORTH DAKOTA
88668
88673
88683 11201 SW 72ND AVE
88806
88850 11190 SW 72ND AVE
88889 11596 SW PACIFIC HWY
88911 11200 SW 72ND AVE
88918
89006 11606 SW PACIFIC HWY
89020 11240 SW 72ND AVE
89059
89069
89145
89152 6900 SW ATLANTA ST
89210 11634 SW PACIFIC HWY
89250 11636 SW PACIFIC HWY
89254
89263 11410 SW 68TH PKWY
89277 11640 SW PACIFIC HWY
89310 11440 SW TIEDEMAN AVE
89319 11535 SW TIEDEMAN AVE
89326 11445 SW TIEDEMAN AVE
89368 11646 SW PACIFIC HWY
89410 6900 SW ATLANTA ST
89455
89464 11652 SW PACIFIC HWY
89519 11660 SW PACIFIC HWY
89544 11632 SW PACIFIC HWY
89569 11626 SW PACIFIC HWY
89572 11530 SW TIEDEMAN AVE
89615 11670 SW PACIFIC HWY
89619 11555 SW TIEDEMAN AVE
89643 11674 SW PACIFIC HWY

89731 11686 SW PACIFIC HWY
89827
89848
89949 11710 SW PACIFIC HWY
89952 11530 SW 72ND AVE
89959 11515 SW 70TH AVE
89982 9905 SW TIGARD ST
90061 11540 SW 70TH AVE
90064
90068 6860 SW ATLANTA ST
90075 6830 SW ATLANTA ST
90077 11535 SW 67TH AVE
90085 11550 SW 67TH AVE
90086 11565 SW 67TH AVE
90107 11550 SW 72ND AVE
90118 7105 SW BAYLOR ST
90121 7850 SW DARTMOUTH ST
90123 7021 SW BAYLOR ST
90217 11570 SW 69TH AVE
90238
90241 11580 SW 72ND AVE
90245 7805 SW DARTMOUTH ST
90248 7135 SW BAYLOR ST
90275 11585 SW 67TH AVE
90309 6855 SW BAYLOR ST
90342 11580 SW 67TH AVE
90349
90362 6945 SW BAYLOR ST
90368 7175 SW BAYLOR ST
90378
90389 11600 SW 69TH AVE
90415 11945 SW PACIFIC HWY
90502
90506 7501 SW DARTMOUTH ST
90579
90581 11680 SW 72ND AVE
90583 7160 SW BAYLOR ST
90585 7130 SW BAYLOR ST
90587 7100 SW BAYLOR ST
90590 7070 SW BAYLOR ST
90592 11744 SW PACIFIC HWY
90593 7040 SW BAYLOR ST
90596 7010 SW BAYLOR ST
90600 6980 SW BAYLOR ST
90605 6940 SW BAYLOR ST
90609 7275 SW DARTMOUTH ST
90621 6870 SW BAYLOR ST

90642 11705 SW 68TH AVE
90660 6750 SW BAYLOR ST
90684 11900 SW GREENBURG RD
90685 11650 SW 67TH AVE
90690 11675 SW 66TH AVE
90707 7501 SW DARTMOUTH ST
90815
90841 11710 SW 69TH AVE
90869 11740 SW 68TH PKWY
90888 11700 SW 67TH AVE
90905 11720 SW 72ND AVE
90957 11725 SW 68TH AVE
91026
91041 11750 SW 69TH AVE
91067 11750 SW 72ND AVE
91072 11745 SW 70TH AVE
91098 11762 SW 70TH AVE
91106 11755 SW 69TH AVE
91119 11850 SW 67TH AVE
91130 7135 SW CLINTON ST
91133 7105 SW CLINTON ST
91136 7075 SW CLINTON ST
91137 7045 SW CLINTON ST
91144 11860 SW GREENBURG RD
91213 11780 SW 72ND AVE
91239 11950 SW GREENBURG RD
91240 6835 SW CLINTON ST
91261 7015 SW CLINTON ST
91281 11834 SW PACIFIC HWY
91299 11795 SW 69TH AVE
91311
91367 11810 SW 72ND AVE
91377 11800 SW 69TH AVE
91479 11960 SW GREENBURG RD
91482
91497 8820 SW CENTER ST
91501 11860 SW PACIFIC HWY
91504
91524 11950 SW GARDEN PL
91527 8863 SW CENTER ST
91545 11955 SW PACIFIC HWY
91548
91552 11880 SW PACIFIC HWY
91579 8875 SW CENTER ST
91587 11993 SW PACIFIC HWY
91590 7020 SW CLINTON ST
91598 8865 SW CENTER ST

91608 6960 SW CLINTON ST
91616 11860 SW 72ND AVE
91626 7140 SW CLINTON ST
91627 11875 SW 69TH AVE
91634 7110 SW CLINTON ST
91637 7080 SW CLINTON ST
91644 7050 SW CLINTON ST
91650 6860 SW CLINTON ST
91671 11975 SW PACIFIC HWY
91707 11970 SW GREENBURG RD
91708
91734 8915 SW CENTER ST
91792
91825
91832
91835 11905 SW 69TH AVE
91836
91846 11900 SW 69TH AVE
91856 11955 SW 68TH AVE
91883 10080 SW KATHERINE ST
91887 10060 SW KATHERINE ST
91906 9914 SW TIGARD ST
91907 9930 SW TIGARD
91913 11995 SW PACIFIC HWY
91932 11930 SW 70TH AVE
91948 7255 SW DARTMOUTH ST
91955 11900 SW PACIFIC HWY
91956 11920 SW PACIFIC HWY
91978 8945 SW CENTER
91990 12035 SW PACIFIC HWY
92001
92026 11930 SW 72ND AVE
92032 11940 SW PACIFIC HWY
92044 11935 SW 70TH AVE
92047 9800 SW TIGARD ST
92070 12005 SW HALL BLVD
92099 7515 SW HERMOSO WAY
92124 8975 SW CENTER ST
92126 11950 SW 69TH AVE
92205 12000 SW GARDEN PL
92214
92215 9900 SW TIGARD ST
92225 11960 SW PACIFIC HWY
92257 11990 SW 72ND AVE
92268
92279 8985 SW CENTER
92297 9780 SW TIGARD ST

92351
92356 8995 SW CENTER
92361 9760 SW TIGARD ST
92365 12000 SW MAIN ST
92375 9740 SW TIGARD ST
92419 11880 SW PACIFIC HWY
92425 9025 SW CENTER ST
92458
92464 9710 SW TIGARD ST
92488 9045 SW CENTER ST
92495 11985 SW 72ND AVE
92500 12020 SW MAIN ST
92501 12085 SW HALL BLVD
92533 12060 SW MAIN ST
92571
92574 9065 SW CENTER ST
92576 9820 SW TIGARD ST
92588 12090 SW HALL BLVD
92600
92602
92612 12023 SW 70TH AVE
92621
92624 12123 SW 69TH AVE
92629 9125 SW CENTER
92641 12017 SW 70TH AVE
92642 12025 SW 70TH AVE
92644 12011 SW 70TH AVE
92645 12005 SW 70TH AVE
92646
92650 12155 SW MAIN ST
92651 6840 SW DARTMOUTH
92684 12110 SW HALL BLVD
92687
92694 12080 SW MAIN ST
92713 12090 SW MAIN ST
92722 12160 SW GRANT AVE
92767
92773 9570 SW TIGARD ST
92775 12175 SW MAIN ST
92782 12175 SW HALL BLVD
92801 12168 SW GARDEN PL
92803
92819 12120 SW 72ND AVE
92820 9540 SW TIGARD ST
92823
92834 12185 SW MAIN ST
92838 12160 SW MAIN ST

92853 12215 SW MAIN ST
92891 12196 SW MAIN ST
92893 9460 SW TIGARD ST
92901 12220 SW GRANT AVE
92931 9440 SW TIGARD ST
92932 12205 SW HALL BLVD
92935
92940 7105 SW ELMHURST ST
92941 7085 SW ELMHURST ST
92944
92958 12170 SW 69TH AVE
92963 12245 SW MAIN ST
92969
92974 12160 SW MAIN ST
92976
92987
93011 12265 SW 72ND AVE
93020 12297 SW MAIN ST
93036 9380 SW TIGARD ST
93049 12170 SW MAIN ST
93055 12190 SW 69TH AVE
93056 12265 SW HALL BLVD
93061 12215 SW 72ND AVE
93062
93074 12260 SW HALL BLVD
93108 12300 SW KNOLL DR
93112
93121 12230 SW MAIN ST
93128 12330 SW KNOLL DR
93143 8810 SW SCOFFINS
93149 12235 SW 72ND AVE
93155 12360 SW KNOLL DR
93168 8635 SW SCOFFINS RD
93191 8745 SW SCOFFINS ST
93197 12280 SW HALL BLVD
93209
93219 12260 SW 72ND AVE
93221 7130 SW ELMHURST ST
93222 8915 SW COMMERCIAL ST
93226 7100 SW ELMHURST ST
93228 12259 SW 69TH AVE
93229 7070 SW ELMHURST ST
93232 7040 SW ELMHURST ST
93235 12345 SW HALL BLVD
93244
93255
93258 8205 SW HUNZIKER RD

93260 8770 SW SCOFFINS RD
93294 12260 SW MAIN ST
93295 8195 SW HUNZIKER RD
93304 7475 SW HERMOSO WAY
93324 7435 SW HERMOSO WAY
93341 7395 SW HERMOSO WAY
93347 12280 SW 72ND AVE
93353
93363 12290 SW MAIN ST
93366 7355 SW HERMOSO WAY
93387 12291 SW KNOLL DR
93392 12300 SW 69TH AVE
93397 7315 SW HERMOSO WAY
93405
93416 12361 SW KNOLL DR
93422 7275 SW HERMOSO WAY
93436
93437 12335 SW 72ND AVE
93448
93463 12387 SW KNOLL DR
93475 12375 SW HALL
93478 8732 SW SCOFFINS ST
93483 12390 SW KNOLL DR
93497 8925 SW COMMERCIAL ST
93502 12360 SW 72ND AVE
93505 7650 SW BEVELAND ST
93510 8960 SW COMMERCIAL
93517
93555 12419 SW KNOLL DR
93574 12405 SW ASH AVE
93586 12323 SW 66TH AVE
93596 7615 SW BEVELAND RD
93599 7540 SW HERMOSO WAY
93603 8015 SW HUNZIKER RD
93608 12435 SW KNOLL DR
93609 7460 SW HERMOSO WAY
93610 8960 SW COMMERCIAL
93626 7455 SW HERMOSO WAY
93636 7420 SW HERMOSO WAY
93650 12420 SW KNOLL DR
93664 7380 SW HERMOSO WAY
93678 8915 SW COMMERCIAL ST
93686 7340 SW HERMOSO WAY
93690
93698 8905 SW COMMERCIAL
93700 8465 SW HUNZIKER RD
93707 7310 SW HERMOSO WAY

93708 12430 SW ASH AVE
93729 12435 SW ASH AVE
93732 7270 SW HERMOSO WAY
93737 12450 SW KNOLL DR
93762 12437 SW HALL
93770 8001 SW HUNZIKER RD
93771 8445 SW HUNZIKER RD
93775 8861 SW COMMERCIAL
93787 12395 SW 68TH AVE
93797 8610 SW SCOFFINS ST
93817 7505 SW BEVELAND RD
93818 7565 SW HERMOSO WAY
93821 12455 SW ASH AVE
93843 7455 SW BEVELAND RD
93848 12410 SW 72ND AVE
93869 8900 SW COMMERCIAL
93874 12490 SW KNOLL DR
93876 7405 SW BEVELAND RD
93883 8845 SW COMMERCIAL ST
93895 7355 SW BEVELAND RD
93904 12447 SW 69TH AVE
93920 7305 SW BEVELAND RD
93924 8365 SW HUNZIKER RD
93950 12465 SW 72ND AVE
93979 8335 SW HUNZIKER RD
93981 8430 SW HUNZIKER RD
93990 8185 SW HUNZIKER RD
94016 12540 SW 69TH AVE
94023 12455 SW 68TH AVE
94030 7565 SW HUNZIKER RD
94034 8255 SW HUNZIKER RD
94035 12480 SW 68TH AVE
94042 6750 SW FRANKLIN ST
94048 7175 SW BEVELAND ST
94055
94057 7157 SW BEVELAND ST
94063 7117 SW BEVELAND ST
94069 7085 SW BEVELAND ST
94073 7065 SW BEVELAND ST
94084 7610 SW BEVELAND RD
94085
94106 8848 SW COMMERCIAL ST
94129 8610 SW SCOFFINS ST
94130 12525 SW HALL BLVD
94136 8600 SW SCOFFINS ST
94138 8602 SW SCOFFINS ST
94140 8604 SW SCOFFINS ST

94157 8775 SW COMMERCIAL ST
94173 12530 SW HALL BLVD
94183 7450 SW BEVELAND ST
94210 8330 SW HUNZIKER RD
94218 7410 SW BEVELAND RD
94225 12520 SW 68TH AVE
94229
94231 12485 SW 67TH AVE
94246 12545 SW 72ND AVE
94295 12555 SW HALL BLVD
94304 12511 SW 68TH AVE
94356 8015 SW HUNZIKER RD
94359 12650 SW HALL BLVD
94366 8800 SW COMMERCIAL ST
94375 12615 SW 72ND AVE
94401 8300 SW HUNZIKER RD
94436 12540 SW 68TH AVE
94463
94472 12600 SW 72ND AVE
94488 7086 SW BEVELAND ST
94502 7060 SW BEVELAND ST
94523 12645 SW HALL BLVD
94539 6988 SW BEVELAND ST
94555 12559 SW 69TH AVE
94572 12570 SW 69TH AVE
94575 8260 SW HUNZIKER RD
94576 12585 SW 68TH AVE
94585
94605 12670 SW HALL BLVD
94606 8725 SW COMMERCIAL ST
94658 8250 SW HUNZIKER RD
94668 12550 SW 68TH AVE
94685 12805 SW 77TH PL
94727
94731
94736
94745 12665 SW HALL BLVD
94771 7095 SW GONZAGA ST
94779 7025 SW GONZAGA ST
94781 8100 SW HUNZIKER RD
94815 8254 SW HUNZIKER RD
94821 12625 SW 69TH AVE
94835 12753 SW 68TH AVE
94852 12600 SW 68TH AVE
94859 12600 SW 68TH AVE
94872 12725 SW 66TH AVE
94959 12700 SW HALL BLVD

94993 12665 SW 69TH AVE
95006 12700 SW 72ND AVE
95012 7148 SW GONZAGA ST
95015 7070 SW GONZAGA ST
95016 7128 SW GONZAGA ST
95017 12670 SW 68TH AVE
95021 7020 SW GONZAGA ST
95063 12755 SW 69TH AVE
95077 12615 SW 72ND AVE
95088 12703 SW 67TH AVE
95103
95119 7585 SW HUNZIKER RD
95126 12700 SW 68TH AVE
95167 8200 SW HUNZIKER RD
95172 7105 SW HAMPTON ST
95179
95181 7035 SW HAMPTON ST
95185 6665 SW HAMPTON
95194 7924 SW HUNZIKER RD
95282 12750 SW 68TH AVE
95288 6745 SW HAMPTON ST
95299
95326 6969 SW HAMPTON ST
95337 7125 SW HAMPTON ST
95357 7125 SW HAMPTON ST
95407 7900 SW HUNZIKER RD
95421
95434
95457 7100 SW HAMPTON ST
95539 6950 SW HAMPTON ST
95550
95554 12909 SW 68TH PKWY
95557 6600 SW HAMPTON ST
95566
95720 7580 SW HUNZIKER RD
95725 7582 SW HUNZIKER RD
95810 7420 SW HUNZIKER RD
95887
95921
96074 7960 SW HUNZIKER ST
96201 7320 SW HUNZIKER RD
96216 7360 SW HUNZIKER RD
96217 7585 SW CRESTVIEW ST
96225 7545 SW CRESTVIEW ST
96234 7505 SW CRESTVIEW ST
96256
96297 13009 SW 68TH PKWY

96300 13085 SW 76TH AVE
96337 13010 SW 68TH PKWY
96466 7580 SW CRESTVIEW ST
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Tigard Enterprise Zone Local Incentives & Requirements

Exhibit C

In addition to State of Oregon requirements, the City of Tigard elected to add the following incentives and requirements to the Tigard Enterprise Zone.

Tigard Enterprise Zone Local Incentives

Expedited land use review

Fast tracking the land use review process.

Fee Waivers

The following fees are waived by 50 percent:

- Pre-Application Conference fees
- Business Registration fees
- Sign Permit fee

Extended Abatement

The Tigard City Council may extend the standard exemption by up to two more years if the qualifying company increases employment by 10% each year and new jobs are compensated (wages plus benefits) at 200% of Oregon Minimum Wage.

Tigard Enterprise Zone Local Requirements

Minimum Investment: A minimum investment of \$500,000 is required.

Job Quality: Total compensation for 75% of company's zone facility jobs (wages plus benefits) must exceed 200% of Oregon minimum wage after one year of employment.

The company must provide benefits to employees that meet or exceed the national average of non-mandated benefits for the size of the company, and the Company must offer sufficient training and advancement opportunities for all employees.

Procurement Plan: A procurement plan to increase purchasing with Tigard based companies is required.

Application Fee: There is an application fee of one tenth of one percent (.001) of the value of the investment for qualified property that is proposed in the application, capped at \$25,000.

Community Service Fee: Companies applying for the extended abatement of up to two additional years must pay a Community Service Fee. This fee is calculated at a rate of 20% of the abated taxes for years four and five, paid to the City.

Revenue from application fees and community service fees will be used to support economic development programs.

AIS-1948

11.

Business Meeting

Meeting Date: 10/28/2014

Length (in minutes): 15 Minutes

Agenda Title: Discuss Potential Tigard Municipal Code Amendment

Submitted By: Sean Farrelly, Community
Development

Item Type: Update, Discussion, Direct Staff

Meeting Type: Council
Business
Meeting -
Main

Public Hearing: No

Publication Date:

Information

ISSUE

Discuss potential amendment to Tigard Municipal Code chapter 3.44: Sale of Surplus Real Property.

STAFF RECOMMENDATION / ACTION REQUEST

Staff requests Council feedback on the proposed amendment prior to a potential legislative public hearing on November 25, 2014.

KEY FACTS AND INFORMATION SUMMARY

Goal 5 of the City Center Urban Renewal Plan is to “Promote high quality development of retail, office and residential uses that support and are supported by public streetscape, transportation, recreation and open space investments.” Section VII A of the Urban Renewal Plan also specifies that the Agency may convey property acquired under the plan at its “fair reuse value.” The plan continues:

"Fair reuse value is the value, whether expressed in terms of rental or capital price, at which the urban renewal agency in its discretion determines such land should be made available in order that it may be developed, redeveloped, cleared, conserved or rehabilitated for the purposes specified in such plan. Because fair reuse value reflects limitations on use of the property to those purposes specified in the plan, the value may be lower than the property's fair market value."

Selling property at “fair reuse value” is a common way for urban renewal agencies to encourage redevelopment that meet urban renewal goals. The tool is frequently employed when there is an urban renewal goal for a new housing or mixed use development in an area where the market rate rents do not support the substantial costs of new construction.

ORS 271.310 gives cities fairly broad authority to dispose of real property no longer needed for public use; however, Tigard's Municipal Code Chapter 3.44 significantly restricts that authority. It requires that a public hearing be held and "minimum acceptable terms" be established. Then the property is placed on the market to obtain sealed bids. It appears that the council may not reject the highest bid as the ordinance states that the "highest bid shall be accepted" and the city "shall complete the sale." There is no provision for any other considerations such as development of the property, design and development features of the reuse, experience of the development team, financial resources of the developer, or the achievement of any city plans or goals. In this respect, TMC 3.44 is even more restrictive than typical competitive bidding provisions which permit requests for proposals or other non-bid options.

There is no exception in TMC Chapter 3.44 permitting the city to sell or transfer property to the CCDA or to any other public entity without following this process. The process mandated by TMC Chapter 3.44 makes it very difficult to use a development agreement to achieve the redevelopment objectives of the city and the CCDA.

For this reason, staff proposes an amendment to Tigard Municipal Code Chapter 3.44. The amended chapter (see attachment) would allow the transfer of city property to an established urban renewal agency provided the council finds:

1. Transfer to the urban renewal agency for redevelopment or other purpose is consistent with and will further the goals and objectives of the adopted urban renewal plan for the agency;
2. The property is not needed for public use by the city or the public interest would be furthered by such transfer; and
3. Transfer of the property is otherwise permitted by law.

This amendment would help further near term urban renewal goals, such as the potential mixed use redevelopment of city-owned properties at Ash Avenue and Burnham Street. There are several tax-exempt, municipally owned properties in the City Center Urban Renewal District. As the district matures, the City Center Development Agency may encourage the redevelopment of additional city properties.

If Council is comfortable with this proposed amendment, a legislative public hearing will be scheduled on November 28.

OTHER ALTERNATIVES

Council could direct staff not to pursue the Municipal Code Amendment.

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

City Center Urban Renewal Plan

Tigard City Council 2013-2014 Goals

Downtown

- Strategy for redevelopment of city-owned property
- Finalize downtown redevelopment opportunities (if issues can be addressed)

DATES OF PREVIOUS COUNCIL CONSIDERATION

N/A

Attachments

TMC Chapter 03-44 Redlined

TIGARD MUNICIPAL CODE

Chapter 3.44 SALE OF SURPLUS REAL PROPERTY.

Sections:

- 3.44.005 Qualification--Classification.**
 - 3.44.010 Disposal Of Substandard Undeveloped Property.**
 - 3.44.015 Disposal Of Standard Undeveloped Property And Developed Property.**
 - 3.44.025 Broker Selection.**
- 3.44.005 Qualification--Classification.**

Real property qualifying for the procedure established in this chapter is classified as follows:

A. Substandard Undeveloped Property. Parcels with no structures thereon which are not of minimum buildable size for the zone in which located, and parcels that do not meet the City's existing development code;

B. Standard Undeveloped Property. Parcels with no structures thereon which are of minimum or greater buildable size for the zone in which located;

C. Developed Property. Parcels of any size with structures thereon;

D. Special-case Property. Parcels that, notwithstanding subsections A, B and C of this section, were acquired by the City for capital improvement as defined by this code and were purchased subject to an agreement for the manner in which any surplus would be disposed. (Ord. 03-05, Ord. 87-48 §1, 1987).

3.44.010 Disposal Of Substandard Undeveloped Property.

A. Whenever a particular parcel or parcels is proposed for sale by the City, or purchase

inquiry is made, and the property is classified as substandard undeveloped property, the matter shall be set on the regular Council agenda, but no public hearing is required. Except as otherwise provided in this section, notice of the agenda item shall be given to all property owners within 250 feet of the parcel and to any parties who have inquired about the purchase. If the City has issued a request for proposal seeking purchasers of the property and provided the request for proposal to property owners within 250 feet and to those who have inquired about purchasing the property, notice need only be provided to those who have submitted a proposal. After discussion of the agenda item, the Council shall determine whether it will offer the property for sale.

B. If the City Council decides to sell the property, it will direct the City Manager or designee to take further action to sell the property. The City Council may authorize the City Manager or designee to publicize as appropriate, determine the existence of interested prospective purchasers, and negotiate for the sale of the property. Nothing in this section shall preclude the City Manager or designee from talking preliminary actions, including publicizing a possible sale, determining the existence of interested prospective purchasers, and issuing a request for proposals prior to the City Council's decision, so long as the City does not enter into a binding agreement without City Council authorization.

C. The City Council shall have the final authority to approve or disapprove the final terms of the sale. The City Council may pre-approve terms and the agreement form at the meeting at which it determines to sell the property. If the City Council does not pre-approve terms and the agreement form at its initial meeting or if alternate terms or agreement form are proposed, the City Council shall at a later regularly scheduled Council meeting consider approval of the terms and agreement form. (Ord. 01-09, Ord. 94-06; Ord. 87-48 §2, 1987).

TIGARD MUNICIPAL CODE

3.44.015 Disposal Of Standard Undeveloped Property And Developed Property.

A. Except as provided in 3.44.30, ~~Whenever—whenever~~ a particular parcel or parcels is proposed for sale by the City or a purchase inquiry is made and the property is classified as standard undeveloped property or developed property, the matter shall be set for a hearing before the Council.

B. Notice of said hearing shall be published once in a newspaper of general circulation in the City at least five (5) days prior to the hearing and shall describe the property proposed for sale.

C. Prior to the sale of a parcel under this section, an appraisal of the property shall be conducted. At the discretion of the Council, such an appraisal may be ordered prior to or after the hearing. The appraisal may be made available to the public at the hearing at the discretion of the Council.

D. Public testimony shall be solicited at the hearing to determine if a sale of any parcel is in the public interest.

E. After the hearing, the Council shall determine whether it will offer the property for sale and what the minimum acceptable terms shall be.

F. If an offer to sell is authorized by the Council, a notice soliciting sealed bids shall be published at least once in a newspaper of general circulation in the City be made a least two weeks prior to the bid deadline date. The notice shall describe the property to be sold, the minimum acceptable terms of sale, the person designated to receive bids, the last date bids will be received, and the date, time and place that bids will be opened.

G. If one or more bids are received at or

above the minimum acceptable terms, the highest bid shall be accepted and the City Manager or designee shall complete the sale.

H. If no acceptable bids are received on a particular parcel: (1) the Council may alter or keep the same minimum terms as established under subsection E of this section and direct staff to hold another sale, or (2) the Council may alter or keep the same minimum terms established under subsection E of this section and list the property for six months with a local real estate broker on a multiple listing basis. Brokers shall be selected in accordance with the criteria found at Section 3.44.025 of this chapter. A listing may be renewed for an additional one six-month period.

I. After expiration of the period set out in subsection H of this section, the property shall be removed from the market. Any decision to sell a piece of property once it has been removed from the market shall require that the entire procedure set forth in this chapter be repeated. The Council may, however, decide whether or not an additional appraisal is necessary. (Ord. 03-08, Ord. 94-06; Ord. 87-48 §3, 1987).

3.44.025 Broker Selection.

Notwithstanding any administrative rule to the contrary, the selection of a real estate broker shall be in accordance with the following procedures:

(1) The City shall publish notice in a newspaper of general circulation in Tigard inviting proposals for the sale of the real property. The notice shall be published at least one week prior to the date on which proposals are due.

(2) The broker's proposal shall be in writing and it shall address the selection criteria set forth in subsection (3) of this section.

TIGARD MUNICIPAL CODE

(3) The City Manager or designee shall consider the following factors in the selection of a broker:

(A) The broker's record in selling the type of real property being offered by the City for sale and the broker's familiarity with Tigard-area market values;

(B) The broker's proposed marketing plan and timelines: signs, advertising, direct mail and/or other methods;

(C) The amount of the broker's commission; and

(D) Other factors which were stated in the notice of the invitation to submit a proposal. (Ord. 03-08, Ord. 94-06; Ord. 85-09 §3, 1985),,,

3.44.30 Transfer of Property to Urban Renewal Agency

(A) The Council may authorize transfer of real property to an urban renewal agency established by the Council pursuant to ORS Chapter 457 on such terms and conditions as the Council deems appropriate provided that the Council finds that:

1. Transfer to the urban renewal agency for redevelopment or other purpose is consistent with and will further the goals and objectives of the adopted urban renewal plan for the agency;
2. The property is not needed for public use by the City or the public interest would be furthered by such transfer; and
3. Transfer of the property is otherwise permitted by law.

(B) Transfer may be with or without compensation unless the property was acquired with funds that legally must be reimbursed or as otherwise restricted by law.

(C) A proposed transfer under this Section shall be placed on regular Council agenda.

AIS-1965

12.

Business Meeting

Meeting Date: 10/28/2014
Length (in minutes): 10 Minutes
Agenda Title: Lease Agreement Award - 8955 SW Burnham Street
Prepared For: Joseph Barrett
Submitted By: Joseph Barrett, Financial and Information Services
Item Type: Motion Requested **Meeting Type:** Local
Contract
Review
Board

Public Hearing No

Newspaper Legal Ad Required?:

Public Hearing Publication

Date in Newspaper:

Information

ISSUE

Shall the Local Contract Review Board authorize a lease agreement for the property at 8955 SW Burnham Street for the City to use as relocate space for a number of Public Works Divisions?

STAFF RECOMMENDATION / ACTION REQUEST

Staff recommends the Local Contract Review Board authorize the lease agreement of the property at 8955 SW Burnham Street for up to five years at an estimated total cost of \$220,000 and authorize the City Manager to take all necessary steps to execute the agreement.

KEY FACTS AND INFORMATION SUMMARY

The city has targeted its Ash Avenue facility for development as part of urban renewal efforts. The Ash Avenue/Burnham Street redevelopment will affect the following city facilities:

- The public works facility on Ash Avenue, “Ash Avenue facility,” behind the Ash Avenue Dog Park. This facility houses the PW Parks and PW Streets Divisions.
- The Ash Avenue Dog Park at 12770 SW Ash Avenue.
- 9025 SW Burnham Street which currently houses the PW Facilities Division.

The Ash Avenue facility is approximately three acres, and includes three buildings that house office and staff space, warehouse storage, and a sign shop. The yard area within the facility stores vehicles and equipment, as well as bulk storage (sand, gravel, etc.). Redevelopment of the Ash Avenue facility also results in the need to relocate the Ash Avenue Dog Park. One

potential solution is to move the existing dog park to 9025 SW Burnham Street (current location of Facilities Division). This option was covered in AIS 1847, and would require:

- Relocation of the Facilities Division, including trucks, equipment, office space, material storage, and vehicle parking
- Demolition of the existing building (9025 SW Burnham), site preparation and relocation of dog park amenities (shelter, dog course, fencing, etc.).

Therefore, the city is needing to relocate up to three divisions of the Public Works Department.

Based on the redevelopment efforts, and the fact that the Public Works Building at 8777 SW Burnham Street does not have capacity for these divisions, staff began a property search within the city to find an appropriate relocation site for lease or purchase. Staff worked with Macadam Forbes (Agent), to search current commercial property listings using criteria provided by LRS Architects in a space requirements study they provided the city. Macadam Forbes estimated it would cost \$13,000 per month to lease a suitable commercial property lease within Tigard. Commercial property availability is limited—there is only a 3- to 4-percent vacancy rate due to the recent economic recovery. Staff investigated several potential properties, but they were either not available due to lease agreement extension with current tenants, or no longer available due to pending lease.

The city's agent recommended a commercial property site located at 8955 SW Burnham Street. Staff evaluated the site, performed a walk-through, and determined that the location is suitable to house the divisions that must relocate. The site has a common fence with the Public Works Building at 8777 SW Burnham Street. This property is approximately one acre of space with several buildings and a fenced area with 12,000 square feet of storage. In order to secure an option to lease the property, staff submitted a Proposal to Lease to the owner's agent on October 15, 2014. The five year lease proposal is \$3,500 per month, or \$42,000 annually. Staff has negotiated terms of the lease to include a 1-year lease, with provisions of the lease to extend through years 2 through 5, and include a rent increase beginning at year 4 (month 37). The terms will also include first right of refusal to purchase the property, if available.

With LCRB approval, the lease would begin January 1, 2015. The property owner received a letter of intent signed by the city manager while the LCRB considers approval. Staff has informed the property owner that the city would need to go through a contractual process and meet with the LCRB before final approval. The owner agreed to hold the property until consideration by the the LCRB, and LCRB approval to sign the lease agreement, if granted.

The city attorney has reviewed the commercial lease agreement. The city has also conducted a pre-survey Phase 1 Environmental Site Assessment with the help of the property owner/landlord.

OTHER ALTERNATIVES

The Local Contract Review Board may reject this award item and direct staff to continue to look for space. Doing so may jeopardize the city's redevelopment plans however.

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

The council has identified several goals regarding the Tigard Downtown:

- Strategy for redevelopment of city-owned property
- Finalize downtown redevelopment opportunities (if issues can be addressed)

DATES OF PREVIOUS COUNCIL CONSIDERATION

Council discussed this potential lease agreement in executive session on October 14th.

Fiscal Impact

Cost: \$3,500/mos

Budgeted (yes or no): No

Where budgeted?: General Fund

Additional Fiscal Notes:

Information on Estimated Financial Impacts

There will be significant budgetary impacts to the city's Streets, Parks, and Facilities Divisions due to redevelopment of the Ash Avenue Facility and Ash Avenue Dog Park. All three divisions are general fund enterprises. The lease is \$3,500/month for an annual total of \$42,000 that the General Fund will need to pick up. Minor tenant improvements will be necessary at the site and will further impact the cost to the General Fund.

Property lease costs will be allocated to PW Streets and PW Parks. Cost allocations will be based on space and use of property by each division. Total cost of the lease agreement based on 5 year (60 months) projection is \$214,200 plus refundable \$3,500 deposit. Minor tenant improvements estimated at \$20,000 over the 5-year period. The city will conduct an Phase 1 Environmental Site Assessment (ESA) prior to property use. Estimated cost for the Phase 1 ESA is \$5,000. Total Cost over the 5 year period is estimated at approximately \$240,000 or \$4,000 per month cost averaged.

Attachments

Commercial Property Lease Agreement

COMMERCIAL LEASE

PARTIES:

“Landlord”

Carl H. Johnson Family Limited Partnership II

8965 SW Burnham Street, Tigard, OR 97223

(“Tenant”)

City of Tigard

Public Works Department

13125 SW Hall Blvd., Tigard, OR 97223

DATE: November 1, 2014

RECITALS

A. Landlord is the owner of the real property located at 8955-8973-8975 SW Burnham Street, Tigard, OR 97223 (the “Premises”).

B. Landlord desires to lease the Premises to Tenant, and Tenant desires to lease the Premises from Landlord and occupy the Premises, on the terms and conditions set forth in this Commercial Lease (the “Lease”).

NOW THEREFORE, in consideration of the mutual covenants herein, the parties hereto agree as follows:

AGREEMENT

1. Property Leased. Landlord hereby leases the Premises to Tenant, and Tenant hereby leases the Premises from Landlord, on the terms and conditions set forth in this Lease.

2. Term.

2.1 The term of this Lease is for a period of one (1) year, with an option for a four (4) year lease extension. The term of this Lease shall commence on first day of January, 2015 (“Commencement Date”) and end at 11:59 p.m. on December 31, 2016 (“Expiration Date”), unless sooner terminated as provided in this Lease. If Tenant wishes to exercise its option to extend the lease, Tenant must notify Landlord at least sixty (60) days prior to the Expiration Date.

3. Rent.

3.1 During the Lease term, Tenant shall pay Landlord monthly rent for the Premises in the amount of: Thirty-five hundred dollars (\$3,500.00).

3.2 Rent shall be payable in monthly installments in advance on the first day of each and every calendar month during the term of this Lease. Rent payments shall be delinquent if not paid within five (5) days after notice of nonpayment from Landlord to Tenant.

3.3 On the Commencement Date, Tenant shall deliver to Landlord the amount of Thirty-five hundred (\$3,500.00) as rent, to be applied to rent due for the first month of the Lease term. At the beginning of month thirty-seven (37), the rent will escalate to \$3,675.00 per month.

4. Security. On the Commencement Date, Tenant shall deliver to Landlord the amount of Three Thousand Five Hundred Dollars (\$3,500.00) as a security deposit for the full performance by Tenant of its obligations under this Lease (“Deposit”). If Tenant violates any provision of this Lease, Landlord may, but shall not be obligated to, apply all or any part of the Deposit to remedy such violation. If any portion of the Deposit is so applied, Tenant shall immediately deposit with Landlord cash in an amount sufficient to restore the Deposit to its original amount. Landlord may commingle the Deposit with Landlord’s funds and Tenant shall not be entitled to interest on the Deposit. Landlord and Tenant expressly acknowledge and agree that the Deposit is not an advance payment of rent nor a measure of Landlord’s damages in the event of any default by Tenant of its lease obligations hereunder. If Tenant fully performs every provision of the Lease, the Deposit shall be returned to Tenant within thirty (30) days after the expiration of the Lease term.

5. Condition of Premises. Landlord represents and warrants to Tenant that the Premises and all operating systems on the Premises are in good order, condition, and repair as of the Commencement Date. Notwithstanding any other term of this Lease, if such representation and warranty is inaccurate, Landlord, at its sole cost and expense, shall repair and replace, as necessary, any part of the Premises or its systems that was not in good order, condition, or repair on the Commencement Date. Tenant acknowledges that no tenant improvements, replacements, or upgrades for Tenant’s benefit are provided for under this Lease or shall be made to the Premises by Landlord, unless agreed to in writing by Landlord and Tenant.

6. Use of Premises.

6.1 Tenant shall use the Premises during the term of this Lease for City of Tigarad Public Works Department operations and maintenance, and all activities incidental to such use and for no other purpose without Landlord’s prior written consent.

6.2 In connection with the use of the Premises, Tenant shall:

6.2.1 Comply with all applicable laws and regulations affecting the Premises and Tenant’s use of the Premises, and correct, at Tenant’s own expense, any failure of compliance created solely through Tenant’s fault or because of Tenant’s use; provided, however, Tenant shall not be required to make any structural changes to effect such compliance.

6.2.2 Refrain from any activity that would make it impossible to insure the Premises against casualty or would substantially increase the insurance rates over the insurance rate as of the Commencement Date.

6.2.3 Refrain from any use that would be reasonably offensive to owners or users of neighboring premises or that would create a nuisance.

6.2.4 Refrain from loading the electrical system or floors of the Premises beyond the point considered safe by a competent engineer or architect selected by Landlord.

6.2.5 Refrain from making any marks on or attaching any sign, insignia, antenna, aerial, or other device to the exterior or interior walls, windows, or roof of the Premises without the prior written consent of Landlord. The Tenant is requesting that Landlord provide permission to mount an external antenna on one of the buildings for Tenant use. The antenna system will meet all local and state codes regarding the location and height. The Tenant will remove the antenna, and make any repairs related to mounting of said antenna to the exterior structure at the end of the expiration of this agreement unless the agreement is extended or renewed.

7. Utilities. Tenant shall pay for all heat, light, water, power and all other services or utilities used at the Premises during the term of this Lease directly to the provider of such utilities.

8. Repairs and Improvements.

8.1 During the term of this Lease, Landlord shall (a) repair, maintain, and replace, as necessary, the structural portions of the Premises, including, without limitation, the walls, roof, and foundations of the Premises, and (b) replace, as necessary, the mechanical, plumbing, electrical, and heating, ventilation and air conditioning equipment serving the Premises, except that Landlord shall not be obligated to repair or replace any such items damaged by Tenant or its employees, agents, contractors, or invitees, which damage shall be repaired (including replacement, if necessary) by Landlord but at Tenant's sole cost and expense. Tenant shall pay any such costs and expenses promptly after Landlord invoices Tenant for such costs and expenses.

8.2 During the term of the Lease, except as set forth in Section 8.1, Tenant shall maintain, repair, and keep the Premises in good order, condition, and repair, which shall include, without limitation, the obligation to maintain and repair as necessary, the heating, ventilation, and air conditioning system, interior wiring, plumbing, drain pipes to sewers or septic tank, gutters, and downspouts on the Premises, and all glass that may be broken or cracked in the windows and doors of the Premises with glass of as good or better quality as that now in use, all at Tenant's own cost and expense.

8.3 Tenant shall not make any alterations, additions, or improvements to the Premises without the prior written consent of Landlord, which shall not be unreasonably withheld. All alterations, additions, or improvements made by Tenant shall comply with applicable laws in effect at the time they are made, the terms of this Lease, and plans and specifications approved by Landlord. Any alterations, additions, or improvements to or upon the Premises, whether installed by Landlord or Tenant, shall be and remain as part of the Premises at the expiration or earlier termination of this Lease; provided, however, that on the expiration of the Lease, or on the earlier termination of the Lease, and upon demand by Landlord, Tenant shall, at Tenant's sole cost and expense, remove any or all alterations, additions, or improvements made by or for the account of Tenant, that are designated by Landlord in its consent to the alterations, additions, or improvements to be removed, and repair and restore the Premises to their original condition, subject to ordinary wear and tear.

8.4 Landlord reserves, and at any and all times shall have, the right to repair or maintain the Premises if Tenant fails to repair and maintain as provided in this Lease, and for that purpose, may erect scaffolding and any other necessary structures about and upon the Premises and Landlord and Landlord's representatives, contractors and workmen for that purpose may enter in or about the Premises with such materials as Landlord may deem necessary therefor, provided that entrance to the Premises shall not be blocked thereby, and further provided that the business of Tenant shall not be interfered with unreasonably. Tenant waives any claim to damages, including loss of business, resulting from Landlord's conduct, so long as such conduct complies with this section.

9. Landlord's Right of Entry. On twenty-four (24) hours' prior written notice and during normal business hours (except in an emergency), Landlord and Landlord's agents and representatives shall have the right to enter into or upon the Premises for the purpose of examining the condition of the Premises or for any other lawful purpose.

10. Right of Assignment. Tenant shall not assign or transfer this Lease, or any interest herein, or permit any other person or entity to occupy the Premises, without the prior written consent of Landlord, which shall not be unreasonably withheld. No assignment or sublease, or consent thereto by Landlord, shall relieve Tenant, either wholly or partially, from its obligations under this Lease.

11. Liens. Tenant will not permit any lien of any kind to be placed upon the Premises or any part thereof.

12. Ice, Snow, Debris. At all times during the term of this Lease, Tenant shall keep the sidewalks of the Premises free and clear of ice, snow, rubbish, debris and obstruction; Tenant will not permit rubbish, debris, ice or snow to accumulate on the roof of the buildings of the Premises, so as to stop up or obstruct gutters or downspouts or cause damage to the roof, and will indemnify, defend, and hold harmless Landlord against any injury whether to Landlord or to Landlord's property or to any other person or property caused by Tenant's failure in that regard.

13. Indemnity.

13.1 Except if caused in whole or in part, by the gross negligence or willful misconduct of Landlord or its members, agents, or representatives, to the extent of the Oregon Tort Claims Act, Tenant shall defend (with counsel reasonably acceptable to Landlord), indemnify, and hold Landlord harmless from and against all liabilities, damages, claims, losses, judgments, charges, and expenses (including reasonable attorney fees and costs) arising from or in any way related to (a) the use of the Premises by Tenant or its agents, employees, and invitees, (b) the conduct of Tenant's business on the Premises, (c) any activity, work, or thing done or permitted by Tenant in or about the Premises, and/or (d) Tenant's failure to perform any covenant or obligation of Tenant under this Lease. Tenant's agreement to indemnify Landlord pursuant to this Section 13.1 is not intended to and shall not relieve any insurance carrier of its obligations under policies required to be carried by Tenant under this Lease. The obligations of Tenant in this section shall survive the expiration or earlier termination of this Lease.

13.2 Landlord shall defend (with counsel reasonably acceptable to Tenant) indemnify, and hold Tenant harmless from and against all liabilities, damages, claims, losses,

judgments, charges, and expenses (including reasonable attorney fees and costs) arising from or in any way related to (a) Landlord's failure to perform any covenant or obligation of Landlord under this Lease, and/or (b) any act or omission of Landlord or its members, managers, employees, agents, or representatives. Landlord's agreement to indemnify Tenant pursuant to this Section 13.2 is not intended to and shall not relieve any insurance carrier of its obligations under policies required to be carried by Landlord under this Lease. The obligations of Landlord in this section shall survive the expiration or earlier termination of this Lease.

14. Insurance. Tenant shall, during the term of the Lease, procure at its expense and keep in force the following insurance:

14.1 Commercial general liability insurance naming Landlord as an additional insured against any and all claims for bodily injury and property damage occurring in, or about the Premises arising out of Tenant's use and occupancy of the Premises. Such insurance shall have a combined single limit of not less than One Million Dollars (\$1,000,000.00) per occurrence, with a Two Million Dollars (\$2,000,000.00) aggregate limit. Such liability insurance shall be primary and not contributing to any insurance available to Landlord and Landlord's insurance shall be in excess thereto.

14.2 Personal property insurance insuring all equipment, trade fixtures, inventory, fixtures, and personal property located on or in the Premises for perils covered by the causes of loss special form (special peril).

14.3 Business interruption and extra expense insurance in such amounts to reimburse Tenant for direct or indirect loss attributable to all perils commonly insured against by prudent tenants or attributable to prevention of access to the Premises as result of such perils.

14.4 Workers' compensation insurance in accordance with statutory law.

14.5 The policies required to be maintained by Tenant shall be with (a) companies rated A-X or better by A.M. Best, or (b) may be insured through an insurance pool such as City County Insurance Services, either of which shall be reasonably acceptable to and approved by the Landlord. Insurers shall be licensed to do business in Oregon and domiciled in the USA. Any deductible amounts under any insurance policies required hereunder shall not exceed Two Thousand Five Hundred Dollars (\$2,500.00). Certificates of insurance shall be delivered to Landlord on or before the Commencement Date and annually thereafter. Tenant shall have the right to provide insurance coverage which it is obligated to carry pursuant to the terms hereof in a blanket policy, provided such blanket policy expressly affords coverage to the Premises and to Landlord as required by this Lease.

14.6 If Tenant does not purchase the insurance required by this Lease or keep the same in full force and effect during the Lease term, Landlord may, but shall not be obligated to, purchase the necessary insurance and pay the premiums. Tenant shall repay to Landlord, as additional rent, the amount so paid promptly upon demand. In addition, Landlord may recover from Tenant and Tenant agrees to pay, as additional rent, any and all reasonable expenses (including attorneys' fees) and damages that Landlord may sustain by reason of the failure of Tenant to obtain and maintain such insurance.

15. Fire and Extended Coverage Insurance.

15.1 Landlord shall obtain insurance in an amount equal to the full replacement value of the buildings and improvements on the Premises, which insurance shall insure Landlord against fire, windstorm, and other risks protected by extended coverage of the usual kind for industrial property as may be determined by Landlord.

15.2 The insurance policy required under this section shall name Landlord and Tenant as the insureds, as their interests appear, and any mortgagee may be included as an additional insured. All of the insurance provided for shall be in the standard form written from time to time by insurance companies satisfactory to Landlord.

16. Waiver of Subrogation Rights. Landlord and Tenant hereby mutually waive their respective rights of recovery against each other for any loss of, or damage to, either parties' property, to the extent that such loss or damage is insured by an insurance policy required by the terms of this Lease to be in effect at the time of such loss or damage. Each party shall obtain any special endorsements, if required by its insurer, whereby the insurer waives its rights of subrogation against the other party. The provisions of this section shall not apply in those instances in which waiver of subrogation would cause either party's insurance coverage to be voided or otherwise made uncollectible.

17. Fixtures. All partitions, plumbing, electrical wiring, additions to or improvements upon the Premises, whether installed by Landlord or Tenant, shall be and become a part of the Premises as soon as installed and are the property of Landlord unless otherwise provided in writing, including in this Lease.

18. Taxes. Tenant shall pay when due all real property taxes and general and special assessments assessed against the Premises during the term of this Lease and all personal property taxes assessed against Tenant's personal property during the term of this Lease.

19. Subordination.

19.1 Subject to Landlord's compliance with Section 19.2, this Lease is and shall at all times be and remain subject and subordinate to the lien of any present or future deed of trust, mortgage, or other security instrument (a "Mortgage") (and to any and all advances made thereunder) upon the Premises (the mortgagee under any Mortgage is referred to herein as "Landlord's Mortgagee"). Subject to Landlord's compliance with Section 19.2, Tenant shall execute and return to Landlord any and all documentation required by Landlord to evidence the subordination of this Lease to any Mortgage or Primary Lease.

19.2 As a condition of the subordination of this Lease, Landlord will obtain from Landlord's Mortgagee, a written nondisturbance agreement to the effect that (a) in the event of a foreclosure or other action taken under the Mortgage by the holder thereof, this Lease and the rights of Tenant hereunder shall not be disturbed but shall continue in full force and effect so long as Tenant shall not be in default hereunder, and (b) if Landlord's Mortgagee shall be in possession of the Premises, that so long as Tenant observes and performs all of the obligations of Tenant to be performed pursuant to this Lease, Landlord's Mortgagee will perform all obligations of Landlord required to be performed under this Lease.

19.3 In the event any proceedings are brought for foreclosure, or in the event of the exercise of the power of sale under any Mortgage made by Landlord covering the Premises, Tenant shall attorn to the purchaser at any such foreclosure, or to the grantee of a deed in lieu of foreclosure, and recognize such purchaser or grantee as the landlord under this Lease. Tenant hereby agrees that no mortgagee or its successor shall be (a) bound by any payment of rent for more than one (1) month in advance, (b) liable for any breach, act, or omission of any prior landlord, or (c) subject to any claim of offset or defenses that Tenant may have against any prior landlord.

20. Damage by Casualty, Fire and Duty to Repair. If the Premises are damaged by fire or other casualty, Landlord shall forthwith repair the same unless this Lease is terminated as permitted herein. Within thirty (30) days of the date of such damage, Landlord shall notify Tenant if the Premises is damaged in excess of twenty-five percent (25%) of its precasualty value, as reasonably determined by Landlord (damage in excess of such amount being referred to as "Major Damage" and damage equal to or less than such amount being referred to as "Minor Damage"). If Minor Damage occurs, then Landlord shall repair such damage and rebuild that portion of the Premises damaged. If Major Damage occurs, Landlord may elect to terminate the Lease or to repair the damage and rebuild the Premises. If Landlord gives its written notice to Tenant within sixty (60) days of the date of damage electing to rebuild, or in the event of Minor Damage, this Lease shall remain in full force and effect provided the repairs are completed within one hundred eighty (180) days of the date of damage, except the rent shall be reasonably abated during the period of repair based on that portion of the Premises not reasonably useable by Tenant. If, in the event of Major Damage, Landlord does not timely elect by written notice to Tenant to rebuild, then this Lease shall automatically terminate as of the sixtieth (60th) day after the date of the damage, the rent shall be reduced by a proportionate amount based upon the extent to which Tenant's use of the Premises is impaired, and Tenant shall pay such reduced rent up to the date of termination. Landlord agrees to refund to Tenant any rent previously paid for any period of time subsequent to such date of termination. Landlord shall not be required to repair any damage by fire or other cause to the property of Tenant. If the Lease is terminated under the terms of this Section 20, Section 26 of this Lease shall be null and void and of no force or effect.

21. Eminent Domain.

21.1 If a portion of the Premises is condemned and Section 21.2 does not apply, the Lease shall continue on the following terms:

21.1.1 Landlord shall be entitled to all of the proceeds of condemnation and Tenant shall have no claim against Landlord as a result of the condemnation. Notwithstanding the foregoing, Tenant shall have the right to claim and recover from the condemning authority separate compensation for any loss that Tenant may incur for Tenant's moving expenses, business interruption, or taking of Tenant's personal property (but specifically excluding any leasehold interest in the Premises) under the then applicable eminent domain laws, provided that Tenant shall not make any claim that will detract from or diminish any award for which Landlord may make a claim.

21.1.2 Landlord shall proceed as soon as reasonably possible to make such repairs and alterations to the Premises as are necessary to restore the remaining Premises to a

condition as comparable as reasonably practicable to that existing at the time of the condemnation.

21.1.3 After the date on which title vests in the condemning authority or an earlier date on which alterations or repairs are commenced by Landlord to restore the balance of the Premises in anticipation of taking, rent shall be reduced in proportion to the reduction in value of the Premises as an economic unit on account of the partial taking. If the parties are unable to agree on the amount of the reduction of rent, the amount shall be determined by arbitration in the manner provided in Section 27.

21.2 If a condemning authority takes all of the Premises or a portion sufficient to render the remaining Premises reasonably unsuitable for the use that Tenant was making of the Premises prior to the taking, the Lease shall terminate as of the date the title vests in the condemning authority. Such termination shall have the same effect as a termination by Landlord under Section 21.1. If a condemning authority takes all or a portion of the Premises, Section 26 of this Lease shall be null and void and of no force or effect.

21.3 Sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of a threat or probability of the exercise of the power shall be treated for the purposes of this Section 21 as a taking by condemnation.

22. Hazardous Material.

22.1 Except in strict compliance with all applicable federal, state and local laws, regulations, codes, and ordinances, Tenant shall not cause or permit any Hazardous Material to be brought upon, kept, or used in or about, or disposed of on the Premises by Tenant or its agents, employees, contractors, or invitees. Tenant shall indemnify, defend and hold Landlord harmless from any and all actions, costs, claims, damages, expenses (including, without limitation, attorneys fees, court costs and amounts paid in settlement of any claims or actions), liabilities, or losses arising from a breach of Tenant's obligation set forth in this section by Tenant or its agents, employees, contractors, or invitees.

22.2 Landlord shall indemnify, defend and hold Tenant harmless from any and all actions, costs, claims, damages, expenses (including, without limitation, attorneys fees, court costs and amounts paid in settlement of any claims or actions), liabilities, or losses arising from the presence of Hazardous Material in or about the Premises which was not released, generated, produced, brought upon, used, stored, treated, disposed of, or caused by Tenant or its agents, employees, contractors, or invitees.

22.3 As used herein, the term "Hazardous Material" means any hazardous, dangerous, toxic or harmful substance, material or waste including biomedical waste which is or becomes regulated by any local governmental authority, the State of Oregon, or the United States Government, due to its potential harm to the health, safety, or welfare of humans or the environment. The provisions of this section shall survive expiration or termination of this Lease.

22.4 Tenant's and Landlord's indemnification obligations under this Section 22 shall survive the termination or earlier expiration of this Lease.

23. Delivering Up Premises on Termination. At the expiration of the term of the Lease, or upon any earlier termination of the Lease, Tenant will quit and deliver up the Premises, broom-clean, to Landlord or those having Landlord's estate in the Premises, peaceably, and in good order and condition, reasonable use and wear thereof excepted.

24. Default and Remedies. If (a) Tenant fails to pay rent beyond any applicable notice and cure period, or (b) Tenant fails to perform or observe any of the covenants and agreements contained herein and such default shall continue for thirty (30) days or more after written notice of such failure is given to Tenant by Landlord (or in the case of a default that cannot with due diligence be cured within such time period, if Tenant fails to commence within such time period, and thereafter fails to diligently complete, all steps necessary to remedy the default), or (c) Tenant is declared bankrupt or insolvent according to law, or if any assignment of Tenant's property is made for the benefit of creditors, or (d) on the expiration or earlier termination of this Lease, Tenant fails to surrender possession of the Premises if required to do so by the terms of the Lease, then and in any of these events, Tenant shall be in default under the Lease and Landlord, immediately or at any time thereafter, without demand or notice, may exercise any one or more of the remedies set forth below, or any other remedy available under applicable laws or contained in this Lease:

24.1 Terminate the Lease at the option of Landlord by Landlord giving written notice of termination to Tenant. If this Lease is terminated, Tenant's liability to Landlord for damages shall survive such termination, and Landlord may re-enter and take possession of the Premises, and remove any persons or property by legal action.

24.2 Landlord or Landlord's agents may immediately or at any time thereafter re-enter the Premises, or any part thereof, either by summary eviction proceedings or by any suitable action or proceeding at law, and repossess the same, and may remove any person therefrom, to the end that Landlord may have, hold and enjoy the Premises.

24.3 Relet the whole or any part of the Premises from time to time, either in the name of Landlord or otherwise, to such tenants, for such terms ending before, on or after the expiration date of the Lease term, at such rentals and upon such other conditions (including concessions, tenant improvements, and free rent periods) as Landlord may determine to be appropriate. Landlord at its option may make such physical changes to the Premises as Landlord considers advisable or necessary in connection with any such reletting or proposed reletting, without relieving Tenant of any liability under this Lease or otherwise affecting Tenant's liability.

24.4 Whether or not Landlord retakes possession or relets the Premises, Landlord shall have the right to recover unpaid rent and all damages caused by the default, as well as all costs and expenses incurred in the connection with the enforcement of this Lease, including reasonable attorney fees and court costs. Damages shall include, without limitation: (a) all rentals lost; (b) all legal expenses and other related costs incurred by Landlord following Tenant's default; (c) all costs incurred by Landlord in restoring the Premises to good order and condition or in preparing the Premises for reletting; and (d) all costs incurred by Landlord in reletting the Premises, including, without limitation, any brokerage commissions.

24.5 To the extent permitted under applicable law, Landlord may sue periodically for damages as they accrue without barring a later action for further damages. Landlord may in one action recover accrued damages plus damages attributable to the remaining Lease term equal to the difference between the rent reserved in this Lease for the balance of the Lease term after the time of award, and the fair rental value of the Premises for the same discounted to the time of award at the rate of nine percent (9%) per annum. If Landlord has relet the Premises for the period which otherwise would have constituted the unexpired portion of the Lease term or any part, the amount of rent reserved upon such reletting shall be deemed, *prima facie*, to be the fair and reasonable rental value for the part or the whole of the Premises so relet during the term of the reletting.

24.6 Seize and dispose of Tenant's property in any manner permitted by law.

The remedies provided for in this Lease are cumulative and are not intended to be exclusive of any other remedies to which Landlord may lawfully be entitled at any time.

25. Holding Over. If Tenant for any reason holds over after the expiration or earlier termination of this Lease without the written consent of Landlord, such holding over shall not be deemed to operate as a renewal or extension of this Lease, but shall only create a tenancy from month to month which may be terminated on thirty (30) days' written notice by Tenant or Landlord to the other party. Rent during any period of such hold over shall be equal to one hundred fifty percent (150%) of the rent owed monthly under this Lease immediately prior to the expiration or termination of the Lease. If Tenant holds over after expiration or earlier termination of this Lease with Landlord's written consent, Tenant shall continue to pay rent as provided in this Lease.

26. Arbitration. Any controversy that arises between Landlord and Tenant regarding the rights, duties, or liabilities of either party hereunder shall be settled by binding arbitration. Such arbitration shall be before one disinterested arbitrator if one can be agreed upon by Landlord and Tenant, otherwise before three disinterested arbitrators, one named by Landlord, one named by Tenant, and one named by the two thus chosen. The arbitrator or arbitrators shall determine the controversy in accordance with the procedures of the Arbitration Service of Portland. The decision of the arbitrator or arbitrators shall be binding on the parties.

27. Attorney Fees and Court Costs. In case suit, action or arbitration is instituted to enforce compliance with any of the terms of this Lease, or to collect the rent due hereunder, the prevailing party shall be entitled to such sums as the trial court or arbitrator may adjudge reasonable as attorney's fees in such suit, action, or arbitration and in the event any appeal is taken from any arbitration, judgment, or decree in such suit, action, or arbitration, the losing party agrees to pay such further sum as the court shall adjudge reasonable as the prevailing party's costs and expenses, including reasonable attorney's fees, that shall arise from enforcing any provisions or covenants of this Lease even though no suit or action is instituted.

28. Waiver. Any waiver by either party of any breach of any covenant herein contained to be performed by the other party shall not be deemed as a continuing waiver, and shall not operate to bar or prevent such party from declaring a forfeiture for any succeeding breach, either of the same condition or covenant or otherwise.

29. Notices. Any notice required by the terms of this Lease to be given by one party hereto to the other or desired so to be given, shall be sufficient if in writing and personally delivered or mailed by certified or registered mail with postage prepaid, addressed to the party at the address set forth on the first page of this Lease. Any such notice shall be deemed conclusively to have been delivered to the addressee thereof on delivery, if personally delivered, or forty-eight (48) hours after the deposit thereof in the United States mail, if delivered by mail.

30. Successors and Assigns. All rights, remedies and liabilities herein given to or imposed upon either party hereto shall inure to the benefit of and bind the successors and, so far as this Lease is assignable by the terms hereof, to the assigns of such party.

31. Estoppel Certificate. Landlord and Tenant agree from time to time promptly to execute, acknowledge, and deliver to the other party a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), whether any party is in default or breach of this Lease or, with the giving of notice of lapse of time, or both, would be in default or breach of this Lease, and the date to which the basic rent and other charges have been paid in advance, if any.

32. Interpretation. In construing this Lease, it is understood that Landlord or Tenant may be more than one person; that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

33. Applicable Law and Venue. This Lease shall be governed by and construed in accordance with the laws of the State of Oregon and in the event of any litigation arising out of this Lease, the parties hereto stipulate and agree that the venue of any such action shall be in Washington County, Oregon.

34. Entire Agreement. This Lease contains the entire agreement between the parties with respect to the lease and cannot be changed or amended except by a written instrument subsequently executed by the parties hereto.

35. Further Assurances. Each party agrees to execute and deliver such other documents and to do and perform such other acts and things as the other party may reasonably request to carry out the intent and accomplish the purposes of this Lease.

36. Right of First Refusal (RFR). The Landlord agrees to convey a contractual right of first refusal to the Tenant regarding the sale of property that includes 8955-8965-8973-8975 SW Burnham Street, Tigard, OR. This RFR will expire at 11:59 pm, December 31, 2020. Transfer of property to a holding company, a trust, or family members is exempt from the RFR, however, new owners under this exemption will remain subject to the right until the expiration date. The Landlord will provide a "notice of sale" to the Tenant as a condition of the RFR. The Landlord will provide any third party purchase agreement terms. Tenant will have thirty (30) days to accept or reject the terms, with failure to respond as a rejection. The Tenant must close the transaction within sixty (60) days of the notice of sale, or else the RFR is extinguished on declined or failed exercise.

37. Time of Essence. Time is of the essence with respect to all dates and time periods set forth or referred to in this Lease.

IN WITNESS WHEREOF, the parties have executed this Lease effective the date set forth above.

LANDLORD

TENANT:

By: _____

By: _____

DRAFT