



City of Tigard
Tigard Business Meeting – Agenda

TIGARD CITY COUNCIL & LOCAL CONTRACT REVIEW BOARD

MEETING DATE AND TIME: November 25, 2014 - 6:30 p.m. Study Session; 7:30 p.m. Business Meeting

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

PUBLIC NOTICE:

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

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

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

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

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

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

SEE ATTACHED AGENDA

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

6:30 PM

- STUDY SESSION

0. DISCUSSION ON CITY MANAGER REVIEW FORMAT **6:35 p.m. estimated time**

0. SUMMARY OF OCTOBER COUNCIL TOWN HALL MEETINGS **7:05 p.m. estimated time**

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

7:30 PM

1. BUSINESS MEETING

A. Call to Order

B. Roll Call

C. Pledge of Allegiance

D. Council Communications & Liaison Reports

E. Call to Council and Staff for Non-Agenda Items

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

A. Follow-up to Previous Citizen Communication

B. Tigard High School Student Envoy

C. Tigard Area Chamber of Commerce

- D. Citizen Communication – Sign Up Sheet
3. CONSENT AGENDA: (Tigard City Council & Local Contract Review Board) 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. RECEIVE AND FILE
1. Official November 4, 2014, Election Results for the City of Tigard Mayor and two Councilor positions.
 2. Council Calendar
 3. Council Tentative Agenda for Future Meeting Topics
- B. APPROVE CITY COUNCIL MINUTES:
- September 23, 2014
- C. AUTHORIZE THE MAYOR TO SIGN AN AGREEMENT REGARDING THE MAINTENANCE OF WATER QUALITY SWALES ON PACIFIC HIGHWAY
- D. CONSIDERATION OF WAIVING SIGN PERMIT FEES FOR TIGARD LITTLE LEAGUE
- E. LOCAL CONTRACT REVIEW BOARD:
AUTHORIZE A CONTRACT AMENDMENT FOR RIVER TERRACE STORMWATER MASTER PLAN IMPLEMENTATION
- *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. UPDATE ON THE STATUS OF AN AGREEMENT REGARDING COOK PARK FACILITY USE WITH TWO SPORTS LEAGUES **7:40 p.m. estimated time**
5. BRIEFING ON AN INTERGOVERNMENTAL AGREEMENT WITH KING CITY REGARDING WATER SYSTEM OWNERSHIP AND WATER SERVICE **7:50 p.m. estimated time**
6. CONSIDER ADOPTION OF STRATEGIC PLAN VISION **8:05 p.m. estimated time**
7. ADOPT 2015 STATE AND FEDERAL LEGISLATIVE AGENDAS **8:20 p.m. estimated time**
8. LEGISLATIVE PUBLIC HEARING: CONSIDER AN ORDINANCE TO AMEND THE TIGARD MUNICIPAL CODE (TMC) 3.44 SALE OF SURPLUS PROPERTY **8:35 p.m. estimated time**
9. UPDATE ON MEDICAL MARIJUANA **8:50 p.m. estimated time**
10. LOCAL CONTRACT REVIEW BOARD: DISCUSSION OF UPCOMING PMP OVERLAY ENGINEERING DESIGN SERVICES CONTRACT **9:05 p.m. estimated time**

11. COUNCIL LIAISON REPORTS **9:10 p.m. estimated time**
12. NON AGENDA ITEMS **9:20 p.m. estimated time**
13. 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.
14. ADJOURNMENT **9:25 p.m. estimated time**

AIS-1951

0.

Business Meeting

Meeting Date: 11/25/2014

Length (in minutes): 30 Minutes

Agenda Title: City Manager Evaluation Format

Submitted By: Dana Bennett, City Management

Item Type: Update, Discussion, Direct Staff

Meeting Type: Council
Business
Mtg -
Study Sess.

Public Hearing: No

Publication Date:

Information

ISSUE

Initiating the City Manager's Annual Performance Evaluation Process.

STAFF RECOMMENDATION / ACTION REQUEST

Council to determine the performance criteria, process and evaluator list for the City Manager's 2014 evaluation process.

KEY FACTS AND INFORMATION SUMMARY

See attached memo to Council regarding the prior year's process. Also attached is a blank copy of the prior year's evaluation tool and a draft 2014 evaluation tool for Council consideration.

OTHER ALTERNATIVES

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

DATES OF PREVIOUS COUNCIL CONSIDERATION

N/A

Attachments

Memo to Council

Evaluation Form from 2013

Evaluation Form Draft 2014



City of Tigard Memorandum

To: Mayor and City Council
From: Dana Bennett, Human Resources Director 
Re: City Manager Annual Performance Review
Date: November 13, 2014

In accordance with the Employment Agreement for City Manager Marty Wine, the City Council is required to conduct an annual performance review in December 2014. The first step to be taken by Council is to decide on the criteria and process to be used for the evaluation. This is scheduled for your November 25th meeting, during a study session. On December 9, 2013, during a business meeting, the Council will request public input on the criteria and process that has been selected, as required by employment law for public employees. Finally, the performance review has been moved to the January 13, 2015 meeting due in part to the cancelation of the December 23rd meeting and the already heavily booked December 16th meeting.

Last year's performance review of the City Manager included the following process/steps:

- 1) The City Council decided to have both the council and other evaluators complete a written performance review of the City Manager for the prior 12 month period. The Council approved a review form to be used and a list of raters/evaluators. A copy of the completed final review is attached. The format that was used by external evaluators was a set of questions, as the external evaluators would not have the benefit or opportunity of observing internal operations. The questions included 1-What strengths do you feel that Marty Wine brings to her position as City Manager of Tigard; 2-What opportunities for improvement in the performance of her job would you suggest; and 3-If you provided an evaluation for Marty last year, what changes have you seen during this last 12 month period.
- 2) The Human Resources Director coordinated the distribution of forms to all raters.
- 3) The Human Resources Director received all completed review forms and collated ratings and comments into two final documents: one that incorporated all City Council comments and ratings, and a second which incorporated all ratings and comments from the other evaluators. The information was transferred without reference to the rater's name, and each category/criteria was assigned an average score.

- 4) Both documents were submitted to the Council for their review prior to the date of the performance review of the City Manager.
- 5) If there were no further changes, both documents were provided to the City Manager prior to the actual review.
- 6) A performance review was conducted for the City Manager with the City Council in an Executive Session.

The other evaluators who provided input for last year's evaluation, in addition to City Council included:

External Partners: Randy Ealy (City of Beaverton, Chief Administrative Officer), Joel Rubin (CFM Strategic Communications Inc., VP Federal Affairs), Mike Duyck (TVFR, Fire Chief), Joel Komarek (City of Lake Oswego, LO-Tigard Water Project), David Donaldson (City of Lake Oswego, Asst. City Manager)

Department Directors: Toby LaFrance (Finance and IT Director), Dennis Koellermeier (LO-Tigard Water Project Director), Margaret Barnes (Library Director), Chief Orr (Chief of Police), Liz Newton (Assistant CM)

Other Staff: Joanne Bengtson (Exec. Assistant to the CM), Loreen Mills (Assistant to the CM) and Sandy Zodrow (HR Director)

Last year's evaluators from outside of the organization were not able to provide much feedback on their reviews. The City Manager has suggested that the list of other evaluators for this year's review be revised to include:

Department Directors, Other Staff and Tim Ramis (City Attorney)

Based upon some Council feedback regarding last year's tool, a new tool has been drafted that continues many of the same performance dimensions, but is more condensed and easier to use. A copy of the 2014 City Manager Goals, that were established as a result of the Council's 2013 performance review and feedback, have been built into a draft evaluation tool that will be before Council, to measure the City Manager's performance against the stated goals and objectives

The issues before the City Council for your November 25th meeting are:

- 1) What criteria does the Council wish to include in the review document (a draft tool is attached for your consideration)
- 2) What process do you want to use to collect this information (any changes from last year)
- 3) Who do you want to include for this year's evaluator list (any changes from last year)

I will be there at the meeting to assist in any way I can.

Thank you

Council Appraisal of City Manager City of Tigard

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

SECTION I: PERFORMANCE MEASUREMENT CRITERIA

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

Administrative Ability

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

Personnel Functions

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

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

Exceeds Fully Effective Developing Needs Improvement

Comments:

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

Exceeds Fully Effective Developing Needs Improvement

Comments:

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

Exceeds Fully Effective Developing Needs Improvement

Comments:

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

Exceeds Fully Effective Developing Needs Improvement

Comments:

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

Exceeds Fully Effective Developing Needs Improvement

Comments:

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

Exceeds Fully Effective Developing Needs Improvement

Comments:

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

Exceeds Fully Effective Developing Needs Improvement

Comments:

Budget and Finance

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

Exceeds Fully Effective Developing Needs Improvement

Comments:

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

Exceeds Fully Effective Developing Needs Improvement

Comments:

Community Relations

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

Exceeds Fully Effective Developing Needs Improvement

Comments:

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

Exceeds Fully Effective Developing Needs Improvement

Comments:

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

Exceeds Fully Effective Developing Needs Improvement

Comments:

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

Exceeds Fully Effective Developing Needs Improvement

Comments:

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

Exceeds Fully Effective Developing Needs Improvement

Comments:

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

Exceeds Fully Effective Developing Needs Improvement

Comments:

Relation with Council

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

Exceeds Fully Effective Developing Needs Improvement

Comments:

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

Exceeds Fully Effective Developing Needs Improvement

Comments:

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

Exceeds Fully Effective Developing Needs Improvement

Comments:

Intergovernmental Relations

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

Exceeds Fully Effective Developing Needs Improvement

Comments:

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

Exceeds Fully Effective Developing Needs Improvement

Comments:

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

Exceeds Fully Effective Developing Needs Improvement

Comments:

Interpersonal Skills

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

Exceeds Fully Effective Developing Needs Improvement

Comments:

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

Exceeds Fully Effective Developing Needs Improvement

Comments:

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

Economic Growth

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

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

Those values are:

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

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

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

- DEVELOPMENT NEEDED
- SUCCESSFUL EMPLOYEE
- EXCEPTIONAL PERFORMANCE

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

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

- DEVELOPMENT NEEDED
- SUCCESSFUL EMPLOYEE
- EXCEPTIONAL PERFORMANCE

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

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

- DEVELOPMENT NEEDED
- SUCCESSFUL EMPLOYEE
- EXCEPTIONAL PERFORMANCE

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

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

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

Dept/City Goal:	
Individual Goal:	
Desired Outcome:	

Dept/City Goal:	
Individual Goal:	
Desired Outcome:	

Dept/City Goal:	
Individual Goal:	
Desired Outcome:	

Dept/City Goal:	
Individual Goal:	
Desired Outcome:	

Dept/City Goal:	
Individual Goal:	
Desired Outcome:	

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Desired Outcome:	

Dept/City Goal:	
Individual Goal:	
Desired Outcome:	

SECTION III: COUNCIL’S SUMMARY COMMENTS

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

Summary Comments:

Overall Rating (check one):

Exceeds: Exceeds expectations in all or majority of categories.

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

Developing: does not meet expectations in one or more category

Needs Improvement: Does not meet expectations in majority of categories

City Manager's Signature

Date

Mayor's Signature

Date

CITY OF TIGARD
CITY MANAGER PERFORMANCE EVALUATION

Review period: January 2014- December 2014

- I. In completing this evaluation, please consider the City-wide core values adopted to set the standard for service excellence at the City of Tigard (“Get it Done”, “Do the Right Thing”, and “Respect and Care”).

Please use the following criteria: 4 = Exceeds Expectations; 3 = Fully Effective; 2 = Developing 1 = Needs Improvement; NA = Not applicable (have not observed this area during the evaluation period).

PERFORMANCE ASSESSMENT

- II. Evaluate and discuss the City Manager’s overall job performance in achievement of the GOALS set for the current review period. Base your evaluation upon the job requirements, achievement of the goals established during the past review period, and your assessment of the City Manager’s accomplishments.

1. GOAL 1 -Economic Development

- a. Establish an ED strategy so Tigard is organized to support developing the local economy
 - b. Set up staff resources to carry out and support the strategy
 - c. Engage a community committee or group to help with and carry out the strategy
 - d. Create transportation connections by continuing to pursue Ash Avenue rail crossing
 - e. Downtown Tigard and Urban Renewal District
 - f. Advance plaza development through property acquisition
 - g. Pursue a housing redevelopment project
 - h. Pursue a retail and mixed-use project
 - i. Create a bike/pedestrian connection with Tigard Triangle
- RATING: NA 1 2 3 4

2. GOAL 2 -Financial Stability: build the city's financial reserves

- a. Work with employees to establish "fair share" benefit contribution
 - b. Defer or delay projects or find more efficient ways to do business
 - c. Pursue local option levy in spring of 2014
 - d. Find creative solutions to increase revenues
 - e. Plan for Growth: River Terrace Community Plan substantially complete, bring entitlement/zoning decisions to Council as soon as possible (in calendar year 2013 if possible); communication with annexing residents to understand service desires
 - f. Community recreation: find financing to support increasing recreation capacity in Tigard
- RATING: NA 1 2 3 4

3. GOAL 3 -LO-Tigard Water Partnership: continue to build partnership relationships and keep current sources and project on track
RATING: NA 1 2 3 4

4. GOAL 4 -Community Engagement: develop venues to meet with the public quarterly to gather input on key issues facing the City, including:
a. Annexation
b. Transportation/HCT
RATING: NA 1 2 3 4

5. GOAL 5 -State and Regional Relations
a. Effectively represent Tigard on revenue reform issues in 2013
b. Work with neighboring jurisdictions to advance joint transportation and economic development goals at the state and federal level
RATING: NA 1 2 3 4

III. Evaluate and discuss the City Manager’s job performance for the current review period. Please provide specific examples to support your assessment/evaluation. Consider the City Manager’s performance in the following areas.

a. Administrative Ability/Professional Skills including planning, organizing, time management, decision-making, and organizational/strategic thinking

RATING: NA 1 2 3 4

b. Personnel Functions including supervision, delegation, labor relations, and leadership/management style

RATING: NA 1 2 3 4

c. Budget and Finance including financial management and operational efficiency

RATING: NA 1 2 3 4

d. Community Relations including public service, sensitivity, public involvement, and media relations

RATING: NA 1 2 3 4

e. Intergovernmental Relations including representation and developing resources

RATING: NA 1 2 3 4

f. Interpersonal Skills/Individual Characteristics including professionalism, creativity, ethics, and adaptability

RATING: NA 1 2 3 4

g. Communications including community/public, employees, and Council

RATING: NA 1 2 3 4

h. Economic Growth & Development including strategy, vision and community engagement

RATING: NA 1 2 3 4

ADDITIONAL COMMENTS (OPTIONAL)

IV. Are there areas of exceptional performance that should be particularly noted? Provide specific examples.

V. Are there areas of performance needing more attention or improvement? Provide specific examples.

ESTABLISHMENT OF GOALS FOR UPCOMING RATING PERIOD

List and discuss your expectations and suggested goals for the City Manager for the upcoming performance evaluation period. Goals should be: (1) related to community goals, (2) may include new projects or ongoing fundamental portions of the position, and (3) should include specific measures including outcomes and timeframes.

ADDITIONAL COMMENTS (OPTIONAL)

Please provide any additional comments on the City Manager's performance review in the space provided here.

AIS-1963

0.

Business Meeting

Meeting Date: 11/25/2014

Length (in minutes): 15 Minutes

Agenda Title: Summary of October Council Town Hall Meetings

Prepared For: Marty Wine, City Management

Submitted By: Carol Krager, City Management

Item Type: Update, Discussion, Direct Staff

Meeting Type: Council Business Mtg - Study Sess.

Public Hearing: No

Publication Date:

Information

ISSUE

The City Council held individual town hall meetings in October to seek the input of Tigard residents. Suggested topics for the discussion included marijuana regulations, and the City Council's upcoming policy discussions about Tigard's Street Maintenance Fee.

City Council will receive a comprehensive update on medical marijuana on at the November 25, 2014 Council meeting.

STAFF RECOMMENDATION / ACTION REQUEST

The City Council is requested to discuss the feedback received at individual meetings and suggest ways it can be incorporated into future decisions.

KEY FACTS AND INFORMATION SUMMARY

The city advertised five town hall dates to solicit input on Medical Marijuana and Street Maintenance Fee topics. 25 people attended the five town hall meetings which were held on October 2 (Mayor Cook), October 7 (Councilor Snider), October 9 (Council President Henderson), October 11 (Councilor Woodard), and October 16 (Councilor Buehner).

In addition to the suggested topics, residents raised issues related to transportation, recreation and parks, Urban Growth Boundary and nine other general information topics.

OTHER ALTERNATIVES

The City Council could choose to seek additional input about various topics of interest at meetings and using other communication tools.

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

One of the City Council's 2014 goals is to continue 3-4 quarterly open forums to engage residents/neighborhood groups.

DATES OF PREVIOUS COUNCIL CONSIDERATION

N/A

Attachments

October Town Hall Comments

All Comments Compiled from Council's 1x10 events

Medical Marijuana

General

- Request for an overview to understand what it was about, interested in knowing what the city's stance is. (1 person's comment)
- The statewide ballot measure seemed to allow both medical and recreational marijuana. Are there any committees or people in the city working on this? (1 person)
- Improve the wording in the measure; close loopholes (1 person)
- The federal government needs to change their rules so Oregon citizens are not at odds with federal regulations. (1 person)
- Can we declare Tigard a dry city? (1 person)

Operations:

- OHA has done a very good job with the regulations and they are supportive of appropriate dispensary operation. (1 person)
- Are there currently warehouses in Tigard where medical marijuana is being grown? (1 person)
- Support limits on hours of operation. (1 person)
- Given the regulations about where relative to schools and residential areas, will there be only one in the city of Tigard? (1 person)
- Marijuana should be dispensed from a pharmacy only-- just like drugs. (2 people)
- How will legalization of recreational marijuana relate to establishments such as bars? (1 person)
- In favor of waiting awhile and watching how Washington and Colorado handle legalization. (1 person)
- Does TVF&R receive a lot of medical calls due to marijuana? (1 person) TVF&R responded no, danger comes from fire events in labs preparing infused products such as oils.

Location

- Use land use regulations to restrict locations. (1 person)
- Needs to be more than a 1,000 foot buffer between dispensary and a school or where children are present. (2 people)
- Medical dispensaries okay in residential areas to provide accessibility, but doesn't want recreational in residential. (2 people)
- Should stay in the business/industrial district and should not be near schools. (5 people)
- Medical dispensaries shouldn't be in high traffic areas or near parks when people are going to be under the influence. (2 people)
- Request map on city website showing locations where dispensaries would be allowed under OHA rules. (1 person)
- Smoking parlors are offensive and would like the city to require facilities to put money into making the facility look nice and improve security features. (2 people)

Sales

- Will tax revenue be earmarked? (1 person)
- Can shops sell both recreational and medical marijuana; can product be delivered to buyers? (1 person)
- Figure out if there would be enough use to bring in adequate taxes. (1 person)
- Demand that packaging be changed so it is not attractive to kids. (2 people)

- Okay with medical dispensaries, shouldn't be combined with recreational dispensaries. (1 person)
- Revenue should go into the general fund as it is hard to predict where the monies are going to be needed in five years. (1 person)
- Not in favor of using revenue to support social services. (1 person)
- Pictured marijuana as coordinated and controlled by the State like the OLCC. (2 people)
- Regarding THC content in medical vs. recreational marijuana - research marijuana smoking fine structure established in Ann Arbor, MI. (1 person)
- Can revenue from marijuana tax go towards street maintenance? (1 person)
- Skip reaching out to Colorado; talk to Vancouver, WA when looking at challenges faced by cities. (1 person)

Street Maintenance Fee

General

- Not much input on this issue from participants.
- All citizens agreed things have improved. (3 people)
- What about the vehicle registration fee in Washington County - will it fund local roads? (1 person)
- not sustainable to keep increasing taxes (1 person)
- Resident wants to give input on transportation projects (1 person)

What would you change?

- Should be funded by ODOT (1 person)
- Find another way to obtain outside help from outside people breaking down our roads. (1 person)
- The city should take charge of all of it. (1 person)
- City needs to change its mindset - why can't we maintain our streets with fewer dollars? We should be able to use technology or recycled materials to lower road costs. (1 person)

Rate

- Split should be reversed (business fund 2/3 and residents fund 1/3). (1 person)
- Would vote for a fee increase if there was accountability (1 person)
- Make the change a phased-in implementation so businesses can plan. (1 person)
- Suggested increasing the fee with COLAs; doesn't make sense to tax residents more for commuters. (1 person)
- Is the foreseeable level of income from the fee adequate? (1 person)
- When was the last time the fee was raised? Residents agreed it needed to increase. (4 people)

What it's used for

- Asked if the entire amount goes towards street maintenance. (1 person)
- How would the city deal with new streets, old streets, how the federal gas tax has not kept up with inflation? (1 person)
- City take care of the right-of-way and lien properties (1 person)
- Discussed McDonald/Garde, use of street maintenance for right of way maintenance, and tax compression. (1 person)

Other Comments from attendees...

Transportation

- Concern for the high capacity transit (HCT) publicity providing a fair amount of misinformation and requested clarity on the issues. Concerned with spending millions of dollars now when the HCT isn't going to be in place for another 20 years. (2 people)
- Suggested the city send communication to the public about the city's plan on HCT, population growth, and density. (1 person)
- Suggested a high gas tax to encourage less driving. (1 person)
- Want more sidewalks in the city and suggested people should be able to trek for miles without running out of sidewalks. (2 people)
- Mentioned open ditches near Oak Street in Metzger where there are no sidewalks. The road caves in due to heavy use of turning vehicles on 71st and Oak (behind Fred Meyer) (1 person)
- Suggested a safe walkway be built to get to downtown without having to cross 99W. (1 person)

- Observations on the design of Main Street Green Street. The pinching, lack of striping and more curves have the effect of slowing down vehicles. (1 person)
- Is it possible on narrow residential streets to add a curb but no sidewalk? (1 person)
- A suggestion was made to at least have sidewalks on one side of a street to increase safe walkability. It may be too costly to put them on both sides. (1 person)
- What about the Walnut/Derry Dell boardwalk- cost, etc.? (1 person)

Recreation/Parks

- City needs to provide more parks for residences and the city needs to keep the city looking nicer, cleaner (weeds, tree line trimmed, aesthetics), feel better which will keep the residence more inclined to take care of their property. (1 person)
- Need a recreation center and bocce courts. (1 person)
- Ash Avenue Dog Park relocation; new location should be carefully selected. (1 person)
- A community center where teens could hang out would make Tigard better(1 person)
- Metzger Park is a nice park (1 person)

Urban Growth Boundary

- City has provided a lack of planning with growth in Tigard and suggested breaking the planning thinking by setting an urban population boundary. (1 person)
- Farmland being protected is a quality of life issue with preserving people's land. Is it the intention to encroach into farmland when land came into the city limits? (1 person)

Other Topics Discussed (1 person per each of these comments)

- Discussion of grocery shopping options and how to attract more grocery stores to allow shopping downtown.
- Entrepreneurship
- TYAC
- Rotary scholarships and the quality of applicants
- Coffee Creek prison programs
- Changing times; the millennial generation, technology, Face Time
- The best thing the city has done in years is secure a water source
- Councilor Henderson's goals –
 - We need to see where we're going
 - Sustainability is an action
 - We need to pay attention to our resources.
 - Global warming is an issue
 - Car-centric community – a challenge to get people to change.
- Tigard is evolving as a community

October Town Halls:

- Mayor: Thursday, October 2 @ 6:30 p.m. @ Symposium Coffee
- Jason: Tuesday, October 7 @ 6:30 in Red Rock Creek
- Marland: Thursday, October 9 @ 5:30 p.m. at Hudson Plaza (before 7 p.m. CPO4B meeting)
- Marc: Saturday, October 11 @ 9 a.m. at TVF&R Station 50 Community Room (12617 SW Walnut Street)
- Gretchen: Thursday, October 16 @ 6:30 in Red Rock Creek

AIS-1849

3. A.

Business Meeting

Meeting Date: 11/25/2014

Length (in minutes): Consent Item

Agenda Title: Receive and File: Election Results, Council Calendar and Council Tentative Agenda

Submitted By: Carol Krager, City Management

Item Type: Receive and File

Meeting Type: Consent Agenda

Public Hearing: No

Publication Date:

Information

ISSUE

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

If the official election results for the November 4, 2014 election are received from Washington County by the date of this meeting they will also be attached as a Receive and File item.

STAFF RECOMMENDATION / ACTION REQUEST

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

KEY FACTS AND INFORMATION SUMMARY

- When the City Recorder canvasses the votes as required by the Washington County Elections Division, a copy is filed with the City Council to officially "receive and file" the information.
- If official results are received by November 25, 2014, they will be included in the receive and file agenda items.
- Also attached are the Council Calendar and the Tentative agenda for future Council meetings.

OTHER ALTERNATIVES

N/A

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

N/A

DATES OF PREVIOUS COUNCIL CONSIDERATION

N/A - Receive and File Items

Attachments

3-month Council Calendar

Tentative Council Meeting Agenda



MEMORANDUM

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

FROM: Carol A. Krager, City Recorder

RE: Three-Month Council/CCDA Meeting Calendar

DATE: November 18, 2014

November

4	Tuesday	City Center Development Agency Meeting Cancelled. Election Day
11*	Tuesday	Council Business Meeting – Cancelled. Veterans Day
18*	Tuesday	Council Workshop Meeting – 6:30 p.m., Town Hall
25*	Tuesday	Council Business Meeting – 6:30 p.m., Town Hall

December

2	Tuesday	City Center Development Agency Meeting – 6:30 p.m., Town Hall
4	Thursday	Council Goal Setting Meeting – 3:00 p.m., TVF&R Station 50, 12617 SW Walnut Street, Tigard
9*	Tuesday	Council Business Meeting – 6:30 p.m., Town Hall
16*	Tuesday	Council Business Meeting – 6:30 p.m., Town Hall
18	Thursday	Council Ground Rules Meeting – 3:00 p.m., Fanno Creek House, 13335 SW Hall Blvd., Tigard
23*	Tuesday	(May be cancelled) Council Business Meeting – 6:30 p.m., Town Hall

January

6	Tuesday	City Council Special Meeting (Inauguration) – 6:30 p.m., Town Hall
		City Center Development Agency Meeting Cancelled
13*	Tuesday	Council Business Meeting – 6:30 p.m., Town Hall
20*	Tuesday	Council Workshop Meeting – 6:30 p.m., Town Hall
27*	Tuesday	Council Business Meeting – 6:30 p.m., Town Hall

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

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

**City Council Tentative Agenda
 11/18/2014 7:43 AM - Updated**

Form #	Meeting Date	Submitted By	Meeting Type	-----Title-----	Department	Inbox or Finalized
1634	11/25/2014	Cathy Wheatley	AAA	November 25, 2014 Business Meeting		
1951	11/25/2014	Dana Bennett	ACCSTUDY	30 Minutes - City Manager Evaluation Format	City Management	Bennett, D, HR Director
1963	11/25/2014	Carol Krager	ACCSTUDY	15 Minutes - Summary of 1x5x10 Town Hall Meetings	City Management	11/12/2014
Total Time: 45 of 45 Minutes Scheduled MEETING IS FULL						
1849	11/25/2014	Carol Krager	ACONSENT	Consent Item - Receive and File: Election Results, Council Calendar and Council Tentative Agenda	City Management	Krager C, City Recorder
1927	11/25/2014	Judy Lawhead	ACONSENT	Consent Item - Authorize the Mayor to Sign an Agreement Regarding the Maintenance of Water Quality Swales on Pacific Highway	Public Works	11/12/2014
1971	11/25/2014	Joseph Barrett	ACONSENT	Consent Item - Authorize a Contract Amendment for River Terrace Stormwater Master Plan Implementation	Financial and Information Services	11/12/2014
1978	11/25/2014	Liz Lutz	ACONSENT	5 Minutes - Waive Sign Permit Fees for Tigard Little League-Resolution	Financial and Information Services	11/13/2014
1980	11/25/2014	Carol Krager	ACONSENT	Consent Item - Approve City Council Meeting Minutes	City Management	11/13/2014
1842	11/25/2014	Judy Lawhead	CCBSNS	1 10 Minutes - Update on the Status on an Agreement Regarding Cook Park Facility Use With Two Sports Leagues	Public Works	11/12/2014
1864	11/25/2014	Carol Krager	CCBSNS	2 15 Minutes - Briefing on an Intergovernmental Agreement with King City Regarding Water System Ownership and Water Service	City Management	11/12/2014
1917	11/25/2014	Carol Krager	CCBSNS	3 15 Minutes - CONSIDER ADOPTION OF STRATEGIC PLAN VISION	City Management	11/17/2014
1944	11/25/2014	Norma Alley	CCBSNS	4 15 Minutes - Adopt 2015 State and Federal Legislative Agendas	City Management	11/17/2014

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

**City Council Tentative Agenda
 11/18/2014 7:43 AM - Updated**

Form #	Meeting Date	Submitted By	Meeting Type	-----Title-----	Department	Inbox or Finalized
1949	11/25/2014	Sean Farrelly	CCBSNS	5 15 Minutes - Legislative Public Hearing: Consider an Ordinance to Amend the Tigard Municipal Code (TMC) 3.44 Sale of Surplus Real Property	Community Development	11/12/2014
1812	11/25/2014	John Floyd	CCBSNS	6 15 Minutes - MEDICAL MARIJUANA UPDATE	Community Development	Asher, K, Comm. Dev. Dir.
1976	11/25/2014	Joseph Barrett	CCBSNS	7 5 Minutes - Discussion of Upcoming PMP Overlay Engineering Design Services Contract	Financial and Information Svcs	11/12/2014
				Total Time: 90 of 100 Minutes Scheduled		
1635	12/02/2014	Cathy Wheatley	AAA	December 2, 2014 CCDA Meeting		
1947	12/02/2014	Sean Farrelly	CCDA	60 Minutes - Executive Session- Real Property Transactions	Community Development	10/08/2014
1961	12/02/2014	Sean Farrelly	CCDA	20 Minutes - Urban Renewal Tax Increment Revenue Forecast	Community Development	Farrelly S, Redev Project Manager
1962	12/02/2014	Sean Farrelly	CCDA	15 Minutes - Downtown Parking Management Update	Community Development	Farrelly S, Redev Project Manager
				Total Time: 95 of 180 Minutes Scheduled		
				December 4, 2014 Council Goal Setting Meeting 3-6 p.m. in the TVF&R Community Room on Walnut		
1636	12/09/2014	Cathy Wheatley	AAA	December 9, 2014 Business Meeting		
1967	12/09/2014	Toby LaFrance	ACCSTUDY	30 Minutes - Pavement Management Program and Street Maintenance Fee Discussion	Financial and Info. Svcs.	Newton L, Asst City Manager
1969	12/09/2014	Carol Krager	ACCSTUDY	15 Minutes - Council Liaison Reports	City Management	11/10/2014
				Total Time: 45 of 45 Minutes Scheduled MEETING IS FULL		

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

**City Council Tentative Agenda
 11/18/2014 7:43 AM - Updated**

Form #	Meeting Date	Submitted By	Meeting Type	-----Title-----	Department	Inbox or Finalized
1877	12/09/2014	Judy Lawhead	ACONSENT	Consent Item - Adopt a Resolution Authorizing the City Manager to Execute an Agreement with PGE for a Back-up Power Source for a Water Partnership Facility	Public Works	Koellermeier D, Public Works Dir
1975	12/09/2014	Judy Lawhead	ACONSENT	Consent Item - Authorize the Mayor/City Manager to Execute an Intergovernmental Agreement with King City Regarding Water System Ownership and Water Service	Public Works	Lawhead, J, Sr. Admin Spec.
1903	12/09/2014	Liz Lutz	CCBSNS	1 5 Minutes – Appointment of Budget Committee Members	Financial and Information Services	Lutz L, Conf Exec Asst
1904	12/09/2014	Liz Lutz	CCBSNS	2 5 Minutes – Appointment of Audit Committee Members	Financial and Information Services	Lutz L, Conf Exec Asst
1959	12/09/2014	Doreen Laughlin	CCBSNS	3 5 Minutes – Appointment of Tigard Transportation Advisory Committee Members	Community Development	McGuire, T, Asst CD Director
1958	12/09/2014	Louis Sears	CCBSNS	4 5 Minutes - Approve the extension of the current Comcast franchise agreement through 6/30/15	Financial and Information Services	11/13/2014
1788	12/09/2014	Liz Lutz	CCBSNS	5 20 Minutes - Public Hearing: Consideration of New Water and Sewer Rates	Financial and Info Services	LaFrance T, Fin/Info Svcs Dir
1952	12/09/2014	Dana Bennett	CCBSNS	6 10 Minutes - Public Comment on City Manager's Evaluation	City Management	Bennett, D, HR Director
1933	12/09/2014	Loreen Mills	CCBSNS	7 20 Minutes - Public Hearing - Amending Tigard Municipal Code Title 15.06 Franchise Utility Ordinance	City Management	Mills L, Asst to City Manager
1935	12/09/2014	Loreen Mills	CCBSNS	8 5 Minutes - Revise Master Fees and Charges Schedule to update utility franchise fees	City Management	Mills L, Asst to City Manager
1932	12/09/2014	Kent Wyatt	CCBSNS	9 15 Minutes - Establish a 10 year franchise agreement with McLeodUSA Telecommunications Services L.L.C.	City Management	Wyatt K, Mgt Analyst
1979	12/02/2014	Joseph Barrett	CCDA	10lop 10 Minutes - Contract Award - PMP Overlay Engineering Design Services	Financial and Information Svcs	Rager B, PW Director

Total Time: 100 of 100 Minutes Scheduled MEETING IS FULL

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

**City Council Tentative Agenda
 11/18/2014 7:43 AM - Updated**

Form #	Meeting Date	Submitted By	Meeting Type	-----Title-----	Department	Inbox or Finalized
1637	12/16/2014	Cathy Wheatley	AAA	December 16, 2014 Business Meeting – Starts 6:30 p.m. Councilor Buehner's Reception 5:00 p.m.		
1972	12/16/2014	Carol Krager	CCBSNS	1 5 Minutes - Approve Resolution of Appreciation For Gretchen Buehner	City Management	Krager C, City Recorder
1891	12/16/2014	Doreen Laughlin	CCBSNS	2 5 Minutes - Planning Commission Appointments	Community Development	McGuire, T, Asst CD Director
1850	12/16/2014	Debbie Smith-Wagar	CCBSNS	3 75 Minutes - Public Hearing - Ordinances Adopting the River Terrace Community Plan, Code Amendments and Transportation System Plan	Community Development	Kowacz A, Associate Planner
1907	12/16/2014	Debbie Smith-Wagar	CCBSNS	4 25 Minutes - Resolution Adopting the Parks Master Plan Addenda for River Terrace	Community Development	Shanks S, Senior Planner
1908	12/16/2014	Debbie Smith-Wagar	CCBSNS	5 75 Minutes - Resolution Adopting the River Terrace Infrastructure Funding Strategy	Community Development	Smith-Wagar D, Asst Fin Director
Total Time: 185 of 180 Minutes Scheduled MEETING OVER SCHEDULED						
				December 18, 2014 Council Ground Rules Meeting 3-6 p.m. in the Fanno Creek House		
1638	12/23/2014	Cathy Wheatley	AAA	December 23, 2014 Business Meeting		
MEETING ONLY AVAILABLE FOR RIVER TERRACE CONTINUATION						
1892	01/06/2015	Carol Krager	AAA	January 6, 2015 Special Meeting INAUGURAL RECEPTION		
1893	01/13/2015	Carol Krager	AAA	January 13, 2015 Business Meeting		
1955	01/13/2015	Dana Bennett	ACCSTUDY	30 Minutes – Executive Session - Provide City Manager Feedback from the Evaluation Process	City Management	Bennett, D, HR Director
1970	01/13/2015	Carol Krager	ACCSTUDY	15 Minutes - Council Liaison Reports	City Management	11/03/2014
Total Time: 45 of 45 Minutes Scheduled MEETING IS FULL						

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

**City Council Tentative Agenda
 11/18/2014 7:43 AM - Updated**

Form #	Meeting Date	Submitted By	Meeting Type	-----Title-----	Department	Inbox or Finalized
1960	01/13/2015	Sean Farrelly	CCBSNS	1 5 Minutes - City Center Advisory Commission Appointments	Community Development	Farrelly S, Redev Project Manager
1968	01/13/2015	Gary Pagenstecher	CCBSNS	2 90 Minutes - A+O Apartments Comprehensive Plan Amendment/Planned Development	Community Development	Pagenstecher G, Assoc Planner
1977	01/13/2015	Joanne Bengtson	CCBSNS	3 5 Minutes - Request for Permit Fee Refund on Stevie Levin Eagle Project	City Management	LaFrance T, Fin/Info Svcs Dir
Total Time: 100 of 100 Minutes Scheduled MEETING IS FULL						
1930	01/20/2015	Carol Krager	AAA	January 20, 2015 Workshop Meeting *Mayor Cook Absent*		
1890	01/20/2015	Carissa Collins	CCWKSHOP	45 Minutes - Second Quarter Budget Committee Meeting	Financial and Info Svcs	08/24/2014
Total Time: 45 of 180 Minutes Scheduled						
1895	01/27/2015	Carol Krager	AAA	January 27, 2015 Business Meeting		
1973	01/27/2015	Norma Alley	ACCSTUDY	15 Minutes - Council Liaison Reports	City Management	11/04/2014
Total Time: 15 of 45 Minutes Scheduled						
1887	01/27/2015	Judy Lawhead	CCBSNS	1 15 Minutes - Briefing on Capital Improvement Plan (CIP) Projects	Public Works	Lawhead, J, Sr. Admin Spec.
1953	01/27/2015	Carissa Collins	CCBSNS	2 15 Minutes - FY 2015 Second Quarter Supplemental Amendment	Financial and Information Services	Collins C, Sr Mgmt Analyst (Fin Adm)
1934	01/27/2015	Loreen Mills	CCBSNS	3 20 Minutes - Establish a 10 year franchise agreement with Astound Broadband LLC	City Management	Mills L, Asst to City Manager
Total Time: 50 of 100 Minutes Scheduled						

AIS-1980

3. B.

Business Meeting

Meeting Date: 11/25/2014

Length (in minutes): Consent Item

Agenda Title: Approve City Council Meeting Minutes

Submitted By: Carol Krager, City Management

Item Type: Motion Requested

Meeting Type: Consent
Agenda

Public Hearing:

Publication Date:

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:

- September 23, 2014

OTHER ALTERNATIVES

N/A

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

N/A

DATES OF PREVIOUS COUNCIL CONSIDERATION

N/A

Attachments

Draft September 23, 2014 Meeting Minutes



City of Tigard

Tigard City Council Meeting Minutes

September 23, 2014

TIGARD CITY COUNCIL AND LOCAL CONTRACT REVIEW BOARD

6:30 PM STUDY SESSION

Council present: Council President Henderson, Councilor Snider, Councilor Woodard, Mayor Cook
Staff present: City Manager Wine, Assistant City Manager Newton, Library Director Barnes, HR Director Bennett, Finance Director LaFrance, Public Contracts Manager Barrett, City Attorney Ramis and City Recorder Krager

1. Discussion on Upcoming Contracts

Public Contracts Manager Barrett gave background information on a contract for an automated materials handling (AMH) system for the library. He said Tigard's library has the fourth highest circulation, in amount of materials, among Washington County's Cooperative Library Service member libraries. The library currently circulates over 1,325,000 items annually and this is projected to increase. An RFP was issued in July and staff is recommending a contract award to the Lyngsoe Systems, Inc. for the Library's AMH system. The grading system for the RFP was discussed in response to a question from Mayor Cook. Mr. Barrett said staff can bring the proposal analysis to the October 28, 2014, meeting when this contract will be considered by the LCRB. Library Director Barnes said the AMH system capitalizes on the RFID chips. The Beaverton and Hillsboro libraries also use this technology. Mayor Cook noted that holes will need to be cut in the walls for the conveyor. Library Director Barnes said an "up and over" conveyor will be used which is less disruptive to work room functions. She said will maximize the Library's efficiency and get items back on the shelves more quickly.

Finance and Information Services Director LaFrance said there is \$300,000 budgeted for this one time purchase. A transfer of \$25,000 is required from the general fund contingency. \$20,000 is the ongoing maintenance cost, which is not uncommon, and the first year's maintenance was included in the bid. City Manager Wine clarified that the bid award is what is coming before council on October 28, 2014, and the appropriation will be a separate action.

Councilor Snider requested that staff demonstrate value to the taxpayers in the form of metrics about material cycle time, etc. Council had no further questions on the contract.

TIGARD CITY COUNCIL MEETING MINUTES – SEPTEMBER 23, 2014

A Boy Scout and his father were present at the Study Session and commented that they patronize the libraries at both Tigard and Beaverton and Beaverton's circulation process is much faster because they have an AMH system.

- EXECUTIVE SESSION: The Tigard City Council entered into Executive Session to discuss labor negotiations, and litigation or litigation likely to be filed, under ORS 192.660(2)(d) and (h). The Executive Sessions ended at 7:20 p.m.
- ADMINISTRATIVE ITEMS:
 - Assistant City Manager Newton updated council on the Washington County Vehicle Registration Fee. If passed, Tigard will need to identify projects to pay for with their share of the collected fees.



2. BUSINESS MEETING – September 23, 2014

A.  At 7:33 p.m. Mayor Cook called to order the City Council and Local Contract Review Board.

B. City Recorder Krager called the roll:

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

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

D. Council Communications & Liaison Reports – None.

E. Call to Council and Staff for Non-Agenda Items – Mayor Cook had an item to bring forward at the end of the meeting.

3. CITIZEN COMMUNICATION

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

B. Citizen Communication – Sign Up Sheet



Kirk Nelson of 9350 SW Tigard Street, in Tigard is the Facilities Manager for Kadel's Auto Body. He spoke about an issue with a sign they would like to construct on 10925 SW Greenburg Road. He said their drawings were approved on December 23, 2013 and the city issued Kadel's a permit for \$378.00. Because of this approval a non-refundable deposit was

TIGARD CITY COUNCIL MEETING MINUTES – SEPTEMBER 23, 2014

made on a time/temperature display sign costing \$4,200. One week later they received a call from the city that an electronic message sign is not allowed in their zone. The unit they ordered is strictly a time and temperature display and cannot be used for any kind of messaging. They had invested 100 hours into this along with substantial money. He said this matter is subject to interpretation of the code. Mr. Nelson noted that Kadel's has been in the process of upgrading the appearance of their business, including painting the building and trimming their landscaping. Their current sign has aged and is in disrepair. They looked forward enhancing the curb appeal of their business. They request to be allowed to proceed using the approved permit.

Mayor Cook commented that he could think of instances where exceptions were allowed in the past. He asked staff to look into this and City Manager Wine said she or Assistant City Manager Newton will follow up and then contact Mr. Nelson. Councilor Snider asked to be informed of about how this issue is resolved.

4. CONSENT AGENDA:

Mayor Cook announced the items on the Consent Agenda.



A. APPROVE CITY COUNCIL MINUTES

- July 8, 2014
- August 12, 2014

B. ADOPT RIVER TERRACE STORMWATER MASTER PLAN

**RESOLUTION NO. 14-42 – A RESOLUTION TO ACCEPT
THE RIVER TERRACE STORMWATER MASTER PLAN**

C. AUTHORIZE THE CITY MANAGER TO SIGN A WASHINGTON COUNTY CONSOLIDATED COMMUNICATIONS AGENCY (WCCCA) INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT

Councilor Woodard moved and Councilor Snider seconded the motion to approve the Consent Agenda. The motion passed by a unanimous vote of those present.

	Yes	No
Council President Henderson	✓	
Councilor Snider	✓	
Councilor Woodard	✓	
Mayor Cook	✓	
Councilor Buehner (Absent)		

5. CONSIDER A HERITAGE TREE NOMINATION

 Associate Planner Kowacz gave the staff report. The council would be considering the designation of a black walnut tree, located at 10525 SW Tigard Street, as a heritage tree. She said the tree has an interesting history and grew from a seed gathered from the battlefield in Gettysburg in 1933. The tree is approximately 75years old. As required by the city’s code it was inspected by an arborist. Arborist Todd Prager’s report is included in the council packet for this agenda item. The nomination was received on May 1, 2012 and reviewed by the Park and Recreation Board (PRAB) on May 12, 2014. PRAB found that it complies with Heritage Tree requirements and recommends council approval of the nomination. She said if the tree is nominated it is eligible for incentives including a plaque, maintenance and funding. She said the City of Tigard spends about \$1,000-\$2,000 per year on heritage tree maintenance for the other four trees. Council President Henderson said he was in attendance at the PRAB meeting and was impressed that there is a tree in the community from Gettysburg.

Mayor Cook asked if there were issues with heritage trees as there are with historical buildings including nearby construction limitations. Ms. Kowacz replied that she did not see any but it could be removed from designation if the owner goes through this process. Council President Henderson suggestions that construction might be required to stay outside the drip line, for example.

Mayor Cook noted that the request from the tree owners first came to the city on May 1, 2012, and this did not go before the PRAB until May 12, 2014. He asked why it took city staff so long to respond when approached by the tree owners.

Council President Henderson said there was a change when the PRAB took the oversight of trees from the defunct tree Committee. City Manager Wine said there was a combination of situations including the completion of the Urban Forestry Code revisions, transition of the city’s arborist and consolidation of the Tree Committee with the PRAB.

Mayor Cook said he does not want to see two years between requests and the city taking action.

Council President Henderson made a motion to add this tree as a Heritage Tree. Councilor Woodard seconded the motion and it passed unanimously.

	Yes	No
Council President Henderson	✓	
Councilor Snider	✓	
Councilor Woodard	✓	
Mayor Cook	✓	
Councilor Buehner (Absent)		

6. RECEIVE UPDATE ON RIVER TERRACE DRAFT FUNDING STRATEGY PLAN

 Finance and Information Services Director LaFrance said staff and FCS Group Consultant Todd Chase will update council on the draft funding strategy for River Terrace. He said many

people deserve credit for this document but Consultant Chase and Senior Planner and River Terrace Project Manager Shanks have done most of the “heavy lifting.” He said Ms. Shanks will provide background on the development of the strategies and communication with others, the process and next steps. Consultant Chase will walk council through the recommendations. His slide presentation is part of the packet for this meeting. Council was encouraged to ask questions.

 Senior Planner Shanks said work on five master plans was completed in the past year and three have been adopted. In those master plans were lists of projects and costs identified with each. Staff and the consultants and other agencies looked at each project, figuring out what should be on a list of near-term projects based on what is known about each system and future development patterns.

Senior Planner Shanks presented a color-keyed map to illustrate future development locations in River Terrace. The colors signify potential timing of property development.

- Blue properties are owned by Arbor West Hills and are expected to develop in the near term.
- Green properties have owners that are actively interested in selling or have made arrangements with developers.
- The yellow property is owned by Polygon and is expected to develop in the near term.
- At least one of two red properties owned by Metropolitan Land Group is also expected to develop in the near term.
- Hashed lines indicate properties that are not expected to develop for a long time.
- Gray property owners have stated they are not developing.
- White means unknown status.

This information was used to develop the near-term list. In response to a question from Council President Henderson, Ms. Shanks said sticky notes denote access to infrastructure and utilities. Developers were invited to a funding strategy workshop and the notes highlight proximity of particular infrastructure systems to their properties.

Senior Planner Shanks said the purpose of the funding strategy is to prepare a viable funding plan for near-term and long-term projects, all of which have been identified in the master plans. FCS Group has been working with staff for several months to develop different funding package evaluation criteria to assist council in deciding the best funding scenario for Tigard and for each system. This work will also help the community to understand and weigh in on the funding strategy and scenarios for each system.

Senior Planner Shanks said the online survey Consider.IT posed questions and the majority of community respondents said growth should pay for growth. The minority opinion was against adding new taxes and fees. The Stakeholder Working Group (SWG) survey said the number one thing for them was to have equity, with costs distributed equally among future residents, developers, current residents and the city. A slight majority said River Terrace projects should be prioritized over other city projects. Councilor Snider observed that it was not surprising that the River Terrace SWG thought River Terrace projects should be prioritized over other projects in the city and said that their majority opinion of splitting costs equally is in stark contrast to the opinion of the others.

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Senior Planner Shanks said there will be combined SWG/community meetings in October to gain additional feedback which will help refine the final draft funding strategy to be presented to council in December.

 FCS Consultant Chase said planning long-term for hundreds of acres requires looking out 20-25 years. He said it is akin to a carpenter who uses a micrometer to measure a board, marks it with chalk and cuts with an ax – he’s not going to get what he planned on up front. He said, “We used a micrometer for the master plan updates. The chalk represents estimating what near-term projects are needed to get the project off the ground over the next six years.” This should establish enough momentum to build the master plan out as planned. He said there is also an opportunity to update funding techniques and resources that the city will use to build each system.

FCS Consultant Chase said council input is sought on the evaluation criteria, whether or not it should be weighted, the appropriateness of the funding strategies and if any others should be considered. He said there was some sensitivity in the community regarding who pays and when and this was taken into account. Basically four groups can pay:

- General Fund – This is available but there is a risk to the city’s general fund in terms of how resources are allocated for future parks or other investments. The team is recommending some general fund seed money for reimbursement districts.
- City-wide residents could pay through utility rate increases.
- Sub district or special districts could pay for local improvements such as strategies for stormwater management.
- Developers and property owners could pay through impact fees and charges.

Evaluation Criteria:

- The team examined each funding bundle to determine which were distributing the costs more equally. Another evaluation factor was the reliability of the funding. Would it generate a predictable income stream the city could use to finance or get loans through advance funding?
 - SDCs do not tend to be reliable.
 - Utility rates are reliable.
- Does it facilitate development? This can be tricky because it is desirable to generate up front funding for projects but if fees are too high it can be counterproductive to development.
- Is it easy to implement and to administer?
 - Will it take a lot of staff time to administer?
 - Does it require a public vote?
- Ability to address near- and long-term needs.

The team created bundles of funding techniques and scored them by looking at weights. A list of potential funding sources in urbanizing areas was discussed which all involve different timing, risks, rewards, and burdens to different parties.

- Water – There are needs with and without River Terrace. Existing rates and planned utility increases should be adequate to address these near-term needs.
 - Scenario A would use utility fees (water) and SDCs will address near-term needs.

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- Sanitary Sewer – Clean Water Services (CWS) will address big projects with their capital fund. They are moving ahead with the design of the north pump station and then in 4-5 years will consider design of a south pump station if development demands exist. The city is currently working on Barrows Road trunk upsizing and Scholls Ferry trunk extensions. Developers will fund laterals to sewer mains.
 - City utility fees, SDCs and CWS capital funds should be enough to handle near-term and even long-term sewer projects needed in River Terrace
- Parks – It is more challenging to put in all parks and improve them to the degree the city would like without new funding sources. But in the near-term existing funding sources would be adequate for land acquisition and working with developers to acquire easements and perhaps land for future parks. This will be as development occurs. City will need to be proactive to acquire larger parcels using the parks fund balance. Scenario B is preferred.
 - Existing parks SDCs will generate revenue for parks but this may not be enough to maintain them.
 - It is recommended that the city explore a parks utility fee for city-wide customers.

Mayor Cook asked for clarification that the parks fund balance referred to is from the general fund parks balance and not from the \$17 million park bond. Finance and Information Services Director LaFrance said there are limited and unprogrammed bond proceeds and existing parks SDC funds available. Council could reconsider where fund balances are programmed for the future. Mayor Cook asked for a detailed analysis of park bond spending. Mr. La France said staff is working on that currently.

Councilor Woodard asked if the recommended parks utility fee is for maintenance only. Mr. Chase replied that it could be used exclusively for maintenance or based on a revenue requirement that could include one project every five years, for example. Councilor Woodard said he is concerned about maintaining all of the parks bond land acquisitions. He would like to consider the utility fee and is pleased that there could be flexibility. Mr. Chase said it doesn't need to be voter-approved but could be. In response to a question from Councilor Woodard about a typical rate, Mr. Chase said it could run from \$1 to \$10 per month. He said the city could also ask for a general obligation bond for park improvements. A \$10 million general obligation bond would cost \$47.00 annually. He said grants will always be pursued by staff but they forecast conservatively for that.

 Councilor Snider said this is first time has heard a discussion about the balance between SDCs for River Terrace and what might be passed to all Tigard citizens. He said it appears that the parks SDC does not change and there is no premium for River Terrace. Mr. Chase said all SDCs are in the process of being reviewed and updated. He said this discussion will come back to council in January with recommendations for SDCs for parks, transportation and stormwater. These are the current rates and he imagines there will be options for council to consider in January-February. Councilor Snider said equity does not seem like a 20 percent share among five different groups; the general burden should be carried by the people causing the burden.

Mayor Cook asked if the bond was city-wide. Mr. Chase it may be higher and would be city-wide so it could be spent on any parks within the city. He said the park standards are not

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higher in River Terrace than those in other parts of the city so it is hard to justify a higher impact fee or disproportionate rate. Councilor Snider said he disagreed and Mr. Chase replied that the parks would be open to all residents. He agreed with Councilor Snider that there may be some types of facilities such as neighborhood pocket parks that would be more focused on a sub-area.

Senior Planner Shanks pointed out that for water and sewer the funding status quo was recommended because it works. There was only one scenario. For parks, transportation and stormwater, there were different scenarios and if the recommended funding package does not seem like the right fit, the team may need to reevaluate the criteria or weighting and review other funding packages.

-  FCS Consultant Chase said stormwater at River Terrace will be unique to each sub-basin that will be developed. Regional facilities would benefit more than one tax lot. The city has two options. One option is let the development community try to figure this out on their own based on the impervious surfaces and the run-off they create. The other option is recommended and that is to create enough revenue to seed a few reimbursement districts every six years to pay for regional facilities. This would be advance financed with a mix from many sources (utility fee, River Terrace surcharge and development charges) to give the city a stable revenue source to bond or borrow against to create reimbursement districts. These could be paid back to the city through builders as they develop.

Mayor Cook asked about the pros and cons of individual vs. regional stormwater facilities. Senior Planner Shanks said regional facilities are what are recommended in the storm water master plan. Regional facilities are easier for the city to maintain and they are also an opportunity to develop community amenities.

- Transportation is a challenge and the recommended Scenario is C. Mr. Chase said they added up \$139 million in projects in projects within, adjacent or to be considered as part of other city impacts along with River Terrace. Input was received from Washington County and developers that will be considered along with council feedback.

Near-term projects look manageable. These include a signal with intersection access on Roy Rogers Road and Scholls Ferry Road and the first few segments of River Terrace Boulevard. Other near-term improvements are some local traffic calming in adjacent neighborhoods.

- First Scenario: Creation of new citywide SDC that assumes \$6,000 per dwelling unit on top of the Transportation Development Tax (TDT) that Washington County has calculated that the city collects. There would also be urban renewal district in River Terrace with a 15-20 year sunset with funds created through property taxes for funding for transportation improvements. There is precedence for this in Oregon. It can also be used not only for roads, but for fire or police stations

Mayor Cook said his concerns about an urban renewal district is that Tigard already has one, there has to be a full vote of the city, and he thinks the next urban renewal

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area should be the Tigard Triangle or somewhere where there is a commercial aspect. He said to get an urban renewal district requires buy off from the school district and fire district, agencies that will have their needs increased by the very same development. He said the development will occur there anyway. Councilor Snider agreed. Mr. Chase said the taxes can be shared now, where it used to be all or nothing. It could also sunset earlier.

Council President Henderson said Tigard has already has a hard time implementing its current urban renewal district. Mayor Cook asked about a street fee that was used in Bethany, specifically paid by people that moved into that area. He said Scenario C does not have a street fee but a surcharge could be added to the street fee just for the River Terrace area. Mr. Chase said North Bethany has a county service district which is a property tax. This cannot be done in River Terrace because it is incorporated. There could be a special stormwater district. He said this could alleviate some need for Local Improvement Districts or General Fund transfers. Mr. Chase said he would take this to heart and modify the scenario.

Councilor Woodard said he preferred Scenario D. He said he was less favorable to an urban renewal district but liked the addition of street maintenance fees



Mayor Cook said input he heard from Citizen Advisory Committee meetings indicates concern about the boulevard and its cost. He asked if there should be a discussion on the funding requirement prior to one on how to raise the funds. Councilor Woodard said it has a lot to do with the scope and while expenditures for the south side are farther off in the future, the main collector road cannot just stop; it has to be completely built. He asked what the figure was for near-term. Council President Henderson said Page 22 in the draft report shows the near-term amount for transportation is \$13 million and long-term is \$126 million so the answer is between those figures. Mr. Chase commented that there is an even bigger project list showing 300 projects for \$2 billion that is not being shown tonight. He said it is a matter of scope and timing. He said there may be a way to phase some segments of River Terrace Boulevard so that it meets the plan goals. Councilor Snider said the current council may have to leave funding for the later projects to a future council because of the difficulty to predict what will happen in 20 years.

Mayor Cook said he wanted to return to the comments he heard from around the room at the CAC meeting. The majority were asking why the cost of the \$40 million road cannot be lowered to \$20 million. Councilor Snider asked if \$40 million is an accurate estimate for River Terrace Boulevard. Senior Planner Shanks confirmed that is the estimate for the trail, collector street and landscaped median.

Senior Planner Shanks said the \$139 million figure is large and in some ways misleading because it includes items that River Terrace is not paying for completely including widening Roy Rogers to five lanes. The TSP list is grouped by streets that are completely within River Terrace, streets that are adjacent but county facilities, offsite improvements related to existing neighborhood connections, or portion of

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improvements based on River Terrace impact to a 99W intersection. She said this is a laundry list including everything and is typical of a TSP. She addressed Mayor Cook's comments about the CAC group's cost concerns and said, "We all have that concern. Transportation is the most challenging thing to fund. Even putting River Terrace Boulevard aside, it is the most expensive and difficult thing to fund." She said they are looking for a third source to go with the TDT and a River Terrace or citywide SDC.

Councilor Snider said he cannot make decisions on what the River Terrace funding strategy should look like for transportation when he is looking at a bigger pie. Senior Planner Shanks said that that was helpful to her. She added that staff would be in conversation soon with the county about how MSTIP fits into any of urbanizing area funding strategies. Mayor Cook said he agreed with Councilor Snider and suggested first figuring out what can be paid by Washington County or by a Metro grant, look at what is River Terrace specific, and then find out if the number can be pared down before ranking funding strategy options.

Consultant Chase said he understands from council that the approach should be a combination of things: fine tuning the list, carving out projects not directly caused by River Terrace, and then sharpening the funding strategy on projects that are focused on the city. Projects must be prioritized because some may not happen in the 20-year window. He added that the list should be kept simple and with easily implementable projects that are more realistic in the near-term. He said they will return with a revised Scenario D.

Mayor Cook said this topic is not scheduled again until December and asked whether council should see things sooner. He said it was his understanding that this phase of planning would be complete in December but he is hearing tonight that SDCs will not be discussed until January. Finance Director LaFrance responded that there are two separate issues.

1. The funding strategy document before council tonight is what will be adopted in December along with components of the River Terrace Community Plan. The financing strategy is not binding and does not tie the hands of future councils. It provides a road map to council and staff and identifies what needs to be worked on first to get things in place by July 1, 2015.
2. Implementation strategies include SDCs and these will be discussed in January. Work has already begun on SDC development.

Finance and Information Services Director LaFrance suggested that prior to the December meeting staff prepare an updated draft financing strategy plan for council to review and comment on distributed in a Thursday packet. This could provide an interim step between this meeting and the decisions in December. He added that if council desires to attempt to fit in another meeting before December that could be done too.

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Mayor Cook said this would be helpful. He suggested that the timing of the overall plan discussion be rearranged so that the most challenging one – transportation - be discussed first and water last. He asked if council had to wait until February to have the discussion on the projects in the transportation system plan.

Councilor Woodard expressed concern about the project getting backed up and said it is concerning to him that it took 18 months to get to this point. He said a commitment was made to the project three years ago. It was his understanding that council would have enough information to “close the deal” in December. He said a delay would be concerning to developers.



Community Development Director Asher addressed Councilor Woodard’s concern and said he wanted to reassure all River Terrace stakeholders, including developers. He said “Our development group is anxious to build. We are going as fast as we can possibly go. There is risk to the city if we go too fast.” He noted that the schedule is to get the Community Plan adopted by the end of the year, which was identified as a council goal. He said there will still be some unanswered questions such as what the SDC will be and what are the projects on each list. All of the implementation decisions cannot be made by the end of 2014 but there is a commitment to make them by the end of the fiscal year. He said that the city cannot accept land use applications yet but it can work with developers on their land use plans to make sure their applications are complete and technical advice is offered. Development can be facilitated prior to the implementation of the SDCs to ensure that dirt can be moved in the summer of 2015.

Councilor Snider asked Community Development Director Asher, based on his experience with this prior projects in other areas, how fast this is traveling. Community Development Director Asher replied, “70 miles an hour, every week since we started this project. We are the community development department; not the community planning department... We want to get to building permits and development, just like our stakeholders.” He said however, the law, the state and the region have requirements that the city must follow. He said the project is complicated and there are hard decisions that council must now make. The burden is shifting to the council which will need to decide how fast or slow to go and how much deliberation time it wants to take. He commented that the recent development in North Bethany took 7-8 times longer, maybe going, “20 miles an hour.” Senior Planner Shanks expressed agreement with Mr. Asher’s comments.

Mayor Cook said he did not mean to imply that staff was not moving fast enough or that there is stalling. He said what is being proposed tonight possibly adds another year to the building season. Community Development Director Asher said he did not see how things could move any faster. He said, “When the council made the goal and said 18 months, the council probably did not have a full sense of what this entire scope of this project and process entailed. I know I didn’t, because this kind of thing is complex.” He said everyone has the same goal and their job is to make sure the council has the best information possible when they make their decisions. Councilor Snider said this is the perfect example of considering projects from a good, fast or cheap perspective and you can always get two of the three. He said if we want it to be good and fast, it will probably not be cheap.

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Community Development Director Asher said Metro is paying for the planning. There is infrastructure that must be in place, such as the pump station, before permits are issued.

Council President Henderson said he would like to see a timeline for the project. Community Development Director Asher said staff is preparing one that is nearing publication. He said a discussion was held with the City Attorney today regarding land use notices, etc. Council President Henderson requested one additional Workshop session.

Councilor Woodard referred to Mr. Asher's comment on moving dirt this summer and asked if he was referring to sewer and storm systems or if he meant permits could be issued for site prep on private land for development. Community Development Director Asher said public facility permits could be issued this summer which allow for site grading, road beds and site preparation for development on private land. He said an implementation packet would need council approval by June 30 at the latest so things can get started on July 1. Mayor Cook said some developers want to know what it is going to cost them to build before they can decide to plat.

Councilor Woodard complimented the team for doing a great, professional job and moving so quickly. Finance and Information Services Director LaFrance said the last slide is on policy considerations but council already brought up every one. Councilor Snider commented that council is expressing a desire to not be a barrier. Community Development Director Asher said a lot of the staff's work is finished and there is now a transition into decision making, for the planning commission in November and the city council in December. He said staff will follow soon after with SDC and financing updates. He offered assurance that staff and the consultants will do everything possible to make sure council is prepared to make their decisions.

7.  LEGISLATIVE PUBLIC HEARING – CONSIDER AN ORDINANCE TAXING THE SALE OF MARIJUANA AND MARIJUANA-INFUSED ITEMS

- a.  Mayor Cook opened the public hearing at 9:24 p.m.
- b. Hearing Procedures – City Attorney said this is a legislative proceeding and anyone may testify.
- c. Staff Report: Finance and Information Services Director LaFrance said this is the second discussion council has had regarding a tax on the sale of recreational marijuana and marijuana-infused products. He said there is a measure on the November ballot that would legalize the sale of recreational marijuana in Oregon. While there is nothing in current law that prohibits cities from taxing marijuana, the initiative most likely to be considered by voters contains language that the State has exclusive rights to tax marijuana.

Mr. La France said the ordinance under consideration would give the city, if the ballot measure is approved, the ability to tax recreational marijuana. Oregon cities currently have the authority to tax the sale of marijuana and marijuana-infused

products. If council wants to impose a tax on marijuana, it would need to be on the books 30 days before the election.

Discussion was held on administering the tax. Finance Director LaFrance said staff and the city attorney removed an item from a proposed version of the ordinance that would have allowed retail outlets to retain 5 percent of their taxes to cover accounting costs; and two clauses were added for a \$500 privilege tax on any establishment that allows marijuana consumption, and a \$1,000 annual privilege tax for marijuana grow sites existing in Tigard

- d. Public Testimony – No one signed up to speak.
 - Proponents
 - Opponents
- e. Staff Recommendation – Finance and Information Services Director said staff recommends approval of the ordinance.
- f. Close Public Hearing – Mayor Cook closes the public hearing. 9:28 pm



Councilor Snider said there will be legal questions if the measure passes. Councilor Woodard said there should be some form of tax that helps cover police services made necessary by the existence of the dispensaries. He said the implications and costs to the community if marijuana is legalized are unknown.

Councilor Snider asked if there should be a statement in the ordinance that if any of it is found not to be legal, the rest of it stands. City Attorney Ramis said this is provided for in Section 2 in a severability clause.

Mayor Cook said these may not be the right numbers but over time the city will figure out what those are and having this ordinance on the books allows them to be changed.

- g. Council Discussion and Consideration of Ordinance 14-12

Councilor Snider moved for approval of Ordinance No. 14-12. Councilor Woodard seconded the motion.

City Recorder Krager read the number of title of the ordinance and conducted a roll call vote.

ORDINANCE NO. 14-12 – AN ORDINANCE ESTABLISHING A TAX ON THE SALE OF MARIJUANA AND MARIJUANA-INFUSED PRODUCTS IN THE CITY OF TIGARD

	Yes	No
Council President Henderson	✓	
Councilor Snider	✓	
Councilor Woodard	✓	
Mayor Cook	✓	
Councilor Buehner (Absent)		

Mayor Cook announced that the ordinance was adopted by a unanimous vote of those present.

8. APPOINT NORMA ALLEY AS DEPUTY CITY RECORDER

City Manager Wine introduced this agenda item. Appointing a deputy city recorder to serve in the absence or unavailability of the city recorder is provided for in the City of Tigard Charter.

Council President Henderson moved for approval of Resolution No. 14-43. Councilor Snider seconded the motion. City Recorder Krager read the number and title of the resolution.

RESOLUTION NO. 14-43 A RESOLUTION OF THE TIGARD CITY COUNCIL APPOINTING NORMA ALLEY AS DEPUTY CITY RECORDER

	Yes	No
Council President Henderson	✓	
Councilor Snider	✓	
Councilor Woodard	✓	
Mayor Cook	✓	
Councilor Buehner (Absent)		

Mayor Cook gave Deputy Recorder Alley a City of Tigard pin and welcomed her as a staff member.

9. COUNCIL LIAISON REPORTS None.

10. NON AGENDA ITEMS None.

11. EXECUTIVE SESSION None.

12. ADJOURNMENT

At 9:34 p.m. Councilor Snider moved for adjournment. Councilor Woodard seconded the motion and all voted in favor.

	Yes	No
Council President Henderson	✓	
Councilor Snider	✓	
Councilor Woodard	✓	
Mayor Cook	✓	
Councilor Buehner (Absent)		

Carol A. Krager, City Recorder

Attest:

Mayor, City of Tigard

Date: _____

AIS-1927

3. C.

Business Meeting

Meeting Date: 11/25/2014

Length (in minutes): Consent Item

Agenda Title: Authorize the Mayor to Sign an Agreement Regarding the Maintenance of Water Quality Swales on Pacific Highway

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 mayor to sign an agreement regarding the maintenance of water quality swales on Pacific Highway?

STAFF RECOMMENDATION / ACTION REQUEST

Authorize the mayor to execute the agreement.

KEY FACTS AND INFORMATION SUMMARY

The council was briefed on this agreement at its October 28, 2014, meeting.

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. Maintenance costs for similar facilities are 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 Plan.

DATES OF PREVIOUS CONSIDERATION

The council was briefed on this agreement at its October 28, 2014, meeting.

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. Maintenance costs for similar facilities are 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

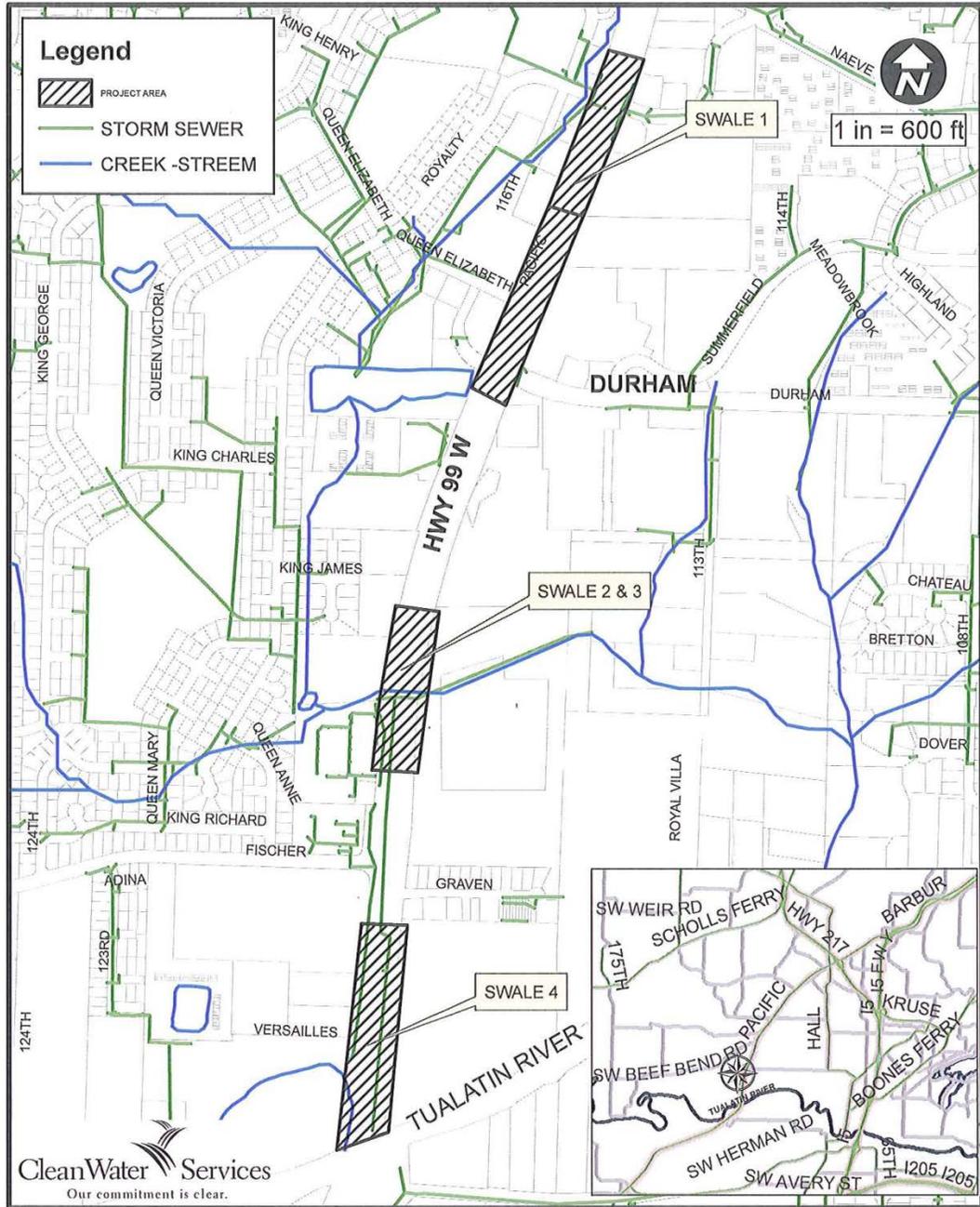
District Counsel

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-1978

3. D.

Business Meeting

Meeting Date: 11/25/2014
Length (in minutes): 5 Minutes
Agenda Title: Waive Sign Permit Fees for Tigard Little League-Resolution
Prepared For: Toby LaFrance
Submitted By: Liz Lutz, Financial and Information Services
Item Type: Resolution **Meeting Type:** Consent Agenda

Public Hearing No

Newspaper Legal Ad Required?:

Public Hearing Publication

Date in Newspaper:

Information

ISSUE

Does the Tigard City Council find benefit to the community of waiving the temporary sign permit fees for the Tigard Little League to hang two banners, outweighs the \$244 financial hardship to the city?

STAFF RECOMMENDATION / ACTION REQUEST

Consider resolution waiving \$244 of permit fees for Tigard Little League.

KEY FACTS AND INFORMATION SUMMARY

On November 10, 2014, Kim Kelleher from Tigard Little League e-mailed the city to request a waiver of permit fees charged to hang two banners (text of email attached). According to the Master Fees and Charges Schedule, Temporary Sign Permits are \$61 per sign and are good for 30 days. Kim Kelleher is requesting the city waive fees for two signs for 60 days totaling \$244 fee waiver.

TMC 3.32.070 authorizes council to waive fees for non-profits. The Tigard Municipal Code states: "3.32.070 Exemptions. The City Council is authorized to waive or exempt the fee or charge imposed upon an application or for the use of city facilities and services, if a nonprofit organization requests such a waiver in writing and the council determines that community benefit from the proposed activity outweighs the financial burden on the city. The waiver or exemption shall not excuse the nonprofit organization from compliance with other requirements of this code." Tigard Little League is a qualifying non-profit. They have made their request to waive fees in writing. If council determines that the benefit to the community outweighs the loss of \$244 in permit fees, then council is authorized to waive the fees.

OTHER ALTERNATIVES

City Council could deny the request.

COUNCIL OR CCDA GOALS, POLICIES, MASTER PLANS

Tigard citizens are involved in the community and participate effectively.

DATES OF PREVIOUS CONSIDERATION

On November 26, 2013, the City Council passed resolution 13-48 granting waiver for temporary sign permits for Tigard Little League for \$224.

Fiscal Impact

Cost: N/A

Budgeted (yes or no): N/A

Where Budgeted (department/program): N/A

Additional Fiscal Notes:

Waiving the fees will reduce the General Fund by \$244.

Attachments

Resolution

Letter request

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

A RESOLUTION WAIVING \$244 IN TEMPORARY SIGN PERMIT FEES FOR TIGARD LITTLE LEAGUE BASEBALL.

WHEREAS, Tigard Municipal Code 3.32.070 authorized City Council to waive fees for nonprofits when the request is made in writing and council determines that the community benefit outweighs the financial burden to the city; and

WHEREAS, Tigard Little League has requested in writing the waiver of fees for four temporary sign permits (2 signs for 2 months each); and

WHEREAS, the Master Fees and Charges Schedule states that the fee for temporary sign permits is \$61 per sign for 30 days and

WHEREAS, council determines that the community benefit outweighs the \$244 financial burden to the city.

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

SECTION 1: Tigard Little League receives a waiver of \$244 in temporary sign permit fees .

SECTION : This resolution is effective immediately upon passage.

PASSED: This _____ day of _____ 2014.

Mayor - City of Tigard

ATTEST:

City Recorder - City of Tigard



October 16, 2014

Dear Ms. Lutz,

I am contacting you in hopes of receiving a waiver from the City of Tigard for banner permits. Tigard Little League is a non-profit organization that has served kids in Tigard ages 5-14 for over 50 years and we are always looking for ways to keep expenses down so that we may offer the lowest registration fees possible and spend money on fields, coach training and equipment instead.

We would like to put up two (2) banners announcing registration:

1. One banner would be placed on the Tigard High School fence at the intersection of Hall Boulevard and Durham Road
2. One banner would be placed on the Fowler Middle School fence at the intersection of Tiedeman Avenue and Walnut Street

We would like to display these banners from December 1st through January 18th (our final day of registration).

Please let me know if you require any further information and thank you very much for considering our request.

Sincerely,


Kim Kelleher

Tigard Little League President

AIS-1971

3. E.

Business Meeting

Meeting Date: 11/25/2014

Length (in minutes): Consent Item

Agenda Title: Authorize a Contract Amendment for River Terrace Stormwater Master Plan Implementation

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 award a contract amendment with Otak Inc., for the implementation of the Stormwater Master Plan for the River Terrace area.

STAFF RECOMMENDATION / ACTION REQUEST

Staff recommends the Local Contract Review Board award the amendment to the Otak agreement and authorize the City Manager to carry out the steps to execute the amendment.

KEY FACTS AND INFORMATION SUMMARY

Otak, Inc. recently completed a Stormwater Master Plan (SMP) for the River Terrace area. The purpose of the SMP is to describe a stormwater management strategy for River Terrace, show how that strategy is to be applied during development, provide cost estimating for the regional stormwater management infrastructure, provide recommendations for implementation and maintenance, and to document supporting calculations.

Implementation of the SMP for purposes of development application review is the next step, and includes some very important work, including:

- Development of a new water quantity (detention) standard for River Terrace;
- Development of new design requirements for stormwater facilities;
- Development of a minimum size standard for stormwater detention facilities;
- Development of a formal public improvement design standard amendment to be reviewed and approved by the City Engineer;

- Assessing the current condition of downstream drainage channels that will receive water from development in River Terrace; and
- Development of alternative solutions for handling the higher stormwater flows that will reach those downstream channels.

Each of the tasks above are critical to success in effectively reviewing and approving new developments in River Terrace. Staff proposes an amendment to Otak's current contract with the city, as this work is a natural extension of the SMP work just completed and will likely result in a project schedule that will allow staff to meet the fast track timeframe for accepting development applications in the River Terrace area. In addition, Otak is most familiar with River Terrace and the complexity involved in stormwater management in that area. Staff is diligently working toward a goal of having the necessary zoning, code amendments and standards in place to accept new development applications in the spring of 2015. A large percentage of the stormwater management work described above must also be completed in order to review those applications.

Under Tigard's Public Contracting Rule 10.075 (B), a contract may be amended so long as the aggregate cost increase resulting from the amendments does not exceed the project budget for the current fiscal year. The estimated amount of this amendment is \$154,192.

Appropriations in the current fiscal year's Stormwater Fund's budget by defunding the Copper Creek Bank Stabilization project and shifting that projects \$174,000 in appropriations to this project. The Copper Creek project is on hold and there is no timeframe for restarting this project as it requires a policy decision.

Staff provided council with a memorandum related to this request on November 6, 2014, in hopes that it would suffice as a first review. Staff is now asking for formal approval of the contract amendment in order to meet critical timelines for the River Terrace work.

OTHER ALTERNATIVES

The Local Contract Review Board may elect to reject the contract amendment with Otak and direct staff to conduct a formal solicitation for the work. As time is of the essence for this project with the goal of having the necessary zoning, code amendments, and standards in place to accept new development applications for the area in the spring of 2015, issuing a full and formal solicitation for the work would likely cause the city to missing this goal.

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

River Terrace: Complete Community Plan, zoning, adopted master plans

DATES OF PREVIOUS COUNCIL CONSIDERATION

Council received a memo regarding this issue in their packet on November 6, 2014.

Fiscal Impact

Cost: \$154,192

Budgeted (yes or no): Yes

Where budgeted?: Stormwater Fund

Additional Fiscal Notes:

The current fiscal year budget has enough appropriations for this project by defunding the Copper Creek Bank Stabilization project (\$174,000) and shifting the appropriations to this project.

Attachments

No file(s) attached.

AIS-1842

4.

Business Meeting

Meeting Date: 11/25/2014

Length (in minutes): 10 Minutes

Agenda Title: Update on the Status on an Agreement Regarding Cook Park Facility Use With Two Sports Leagues

Prepared For: Steve Martin, Public Works

Submitted By: Judy Lawhead, Public Works

Item Type: Motion Requested

Meeting Type: Council Business Meeting - Main

Public Hearing: No

Publication Date:

Information

ISSUE

Staff will provide the mayor and council an update on the status of an agreement with Southside Soccer and Tigard Little League regarding Cook Park facility use.

STAFF RECOMMENDATION / ACTION REQUEST

No action needed. This is an information item.

KEY FACTS AND INFORMATION SUMMARY

As council is aware, the Cook Park field use agreement between the city and Tigard Little League and Southside Soccer has expired. Over the last several months, staff has been working with representatives of the Leagues to craft a new agreement. The parties are working towards consensus on the term of the agreement, the process for scheduling regular season games and practices, tournament scheduling, and how equipment and field maintenance will be funded.

Staff will provide council a verbal update on the status of the agreement this evening.

OTHER ALTERNATIVES

N/A

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

N/A

DATES OF PREVIOUS COUNCIL CONSIDERATION

The council first discussed an agreement with the sports leagues on June 18, 2013.

The council discussed an agreement in executive session on May 27, 2014.

Attachments

No file(s) attached.

AIS-1864

5.

Business Meeting

Meeting Date: 11/25/2014

Length (in minutes): 15 Minutes

Agenda Title: Briefing on an Intergovernmental Agreement with King City Regarding Water System Ownership and Water Service

Submitted By: Carol Krager, City Management

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 an intergovernmental agreement (IGA) with King City regarding water system ownership and water service.

STAFF RECOMMENDATION / ACTION REQUEST

No action is requested; formal consideration of the IGA is scheduled on the council's December 9, 2014, consent agenda.

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.

The attached King City IGA is designed to be the "successor" agreement to the original 1994 intergovernmental agreement. The council last reviewed the King City IGA in study session at its October 28, 2014, meeting. Since that time, only minor edits have been made to the agreement. (A redline version of the IGA is attached so council can see what has changed since its last review.) Key terms of the King City IGA include:

- The term of the IGA is perpetual.
- King City is transferring its interests in supply assets to Tigard.
- King City is transferring its distribution assets to Tigard.
- Tigard will thus own and operate the water system in King City as a service provider.
- King City will receive a 5-percent franchise fee on annual revenues generated in King City.

Assuming both the King City and Tigard City Councils authorize this IGA, a joinder agreement to this IGA will be offered to the City of Durham. Lastly, a similar agreement, with some minor modifications, will be developed in conjunction with the TWD for council consideration.

The King City IGA is currently being reviewed by the city attorney. Few changes—if any—are anticipated. The final agreement will be provided for consideration on December 9.

OTHER ALTERNATIVES

The council could choose not to approve the IGA and direct staff to:

- Re-negotiate the terms of the IGA.
- Pursue some other course of action regarding the provision of water service to King City.

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 was briefed on the progress of the King City IGA at its October 28, 2014, study session.
- The council discussed policy questions related to a draft agreement at its November 19, 2013, workshop meeting.
- The council 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.
- The council discussed its strategy for future water service to King City, Durham and the TWD in executive session on August 14, 2012.

Attachments

Clean Draft King City IGA with Exhibits

Redline Draft King City IGA

DRAFT

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 continue with the existing IWB Agreement with the City of Tigard until December 31, 2018 or such time as the all of the IWB Agreements are terminated, whichever first occurs, and then transfer complete ownership and responsibility of the Water Supply System Assets within King City and to supply water to King City;

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

DRAFT

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

1.7 “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.

1.8 “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.

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II. EFFECTIVE DATE

2.1 The effective date of this Agreement is January 1, 2015 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 on termination of the IWB Agreement between Tigard and King City 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, effective on termination of the IWB Agreement between Tigard and King City, 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.

King City, with Tigard approval which shall not be unreasonably withheld 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:

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.

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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.
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. 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.
5. Regulatory Matters. Tigard will be responsible for compliance with all federal and state statutes, rules and administrative processes related to water source and water supply and the Distribution Systems within King City. Tigard will provide or will contract for all water quality sampling, testing, monitoring and reporting for SDWA and OHA compliance, as well as any other required reporting for regulatory compliance. Tigard will provide all interfaces with the Oregon Water Resources Department and other related regulatory agencies regarding provision of drinking water.
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.
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
8. Budget. Tigard's requested budget will be provided to King City for review within 7 days following submission to Tigard's Budget Officer. King City may provide comments or questions to Tigard prior to the first meeting of the Tigard Budget Committee. The Tigard City Council is the sole and final decision maker on budget and rate matters.
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

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City's boundaries. Tigard and King City users shall obtain service at the same rates and on the same terms and conditions.

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.
11. Public Relations. Tigard will be responsible for communications and public messaging regarding water-related issues involving King City. Tigard will make reasonable efforts to first inform or consult with King City regarding announcement of significant changes or matters that may be controversial.
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.
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.
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. Tigard will provide King City a reasonable opportunity to review and comment on water management and conservation matters affecting King City.
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.
16. Capital Improvement. Tigard will be responsible to budget and appropriate money for capital

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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. Tigard will provide King City with an opportunity to review and comment on proposed capital improvement plan amendments and the timing of projects that directly relate to water system assets located in or directly impacting King City.

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.

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.

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

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

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.

22. Debt. Tigard shall not incur general obligation bonds or indebtedness that is a lien against real property regarding Water Supply System Assets or Distribution System Assets, or obligate King City or its residents to repay any such debt, without the prior approval of King City. This restriction shall not apply to bonds or indebtedness backed solely by water system revenues from King City and Tigard water users. Nothing in this agreement imposes any additional responsibility on King City or its residents for debt incurred prior to the termination of the IWB Agreement except as provided in the IWB Agreement.

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

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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.

Fee for Use of Right of Way. Effective 60 days from the date of execution of this Agreement, Tigard shall pay King City a fee of 5% of gross water system 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. The fee may be revised by mutual agreement of the parties.

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

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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

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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 Tigar 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

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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 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 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.

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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 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.

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<u>KING CITY</u> <u>Name: City Manager</u> <u>Address: 1680 SW 85th Avenue, Tigard, OR 97224</u> <u>Email:</u> <u>Telephone: 503-547-8150</u> <u>Fax:</u>	<u>TIGARD</u> <u>Name: City Manager</u> <u>Address: 13125 SW Hall Blvd, OR 97223</u> <u>Email:</u> <u>Telephone: 503-639-4171</u> <u>Fax:</u>
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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.

10.13 Survival. Unless otherwise provided in a deed or document transferring assets, the terms of this Agreement shall survive closing or transfer.

CITY OF KING CITY

CITY OF TIGARD

By: _____

By: _____

ATTEST: _____

ATTEST: _____

City Recorder

City Recorder

Approval as to Form _____ City Attorney	Approval as to Form _____ City Attorney
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Exhibit 2-1

Water Supply System Assets

Any and all water pipelines, valves, hydrants, meters, air release valves and any other appurtenance above or below ground of whatsoever kind and wherever situate owned by the City of King City within the area set forth on Exhibit 2-2.

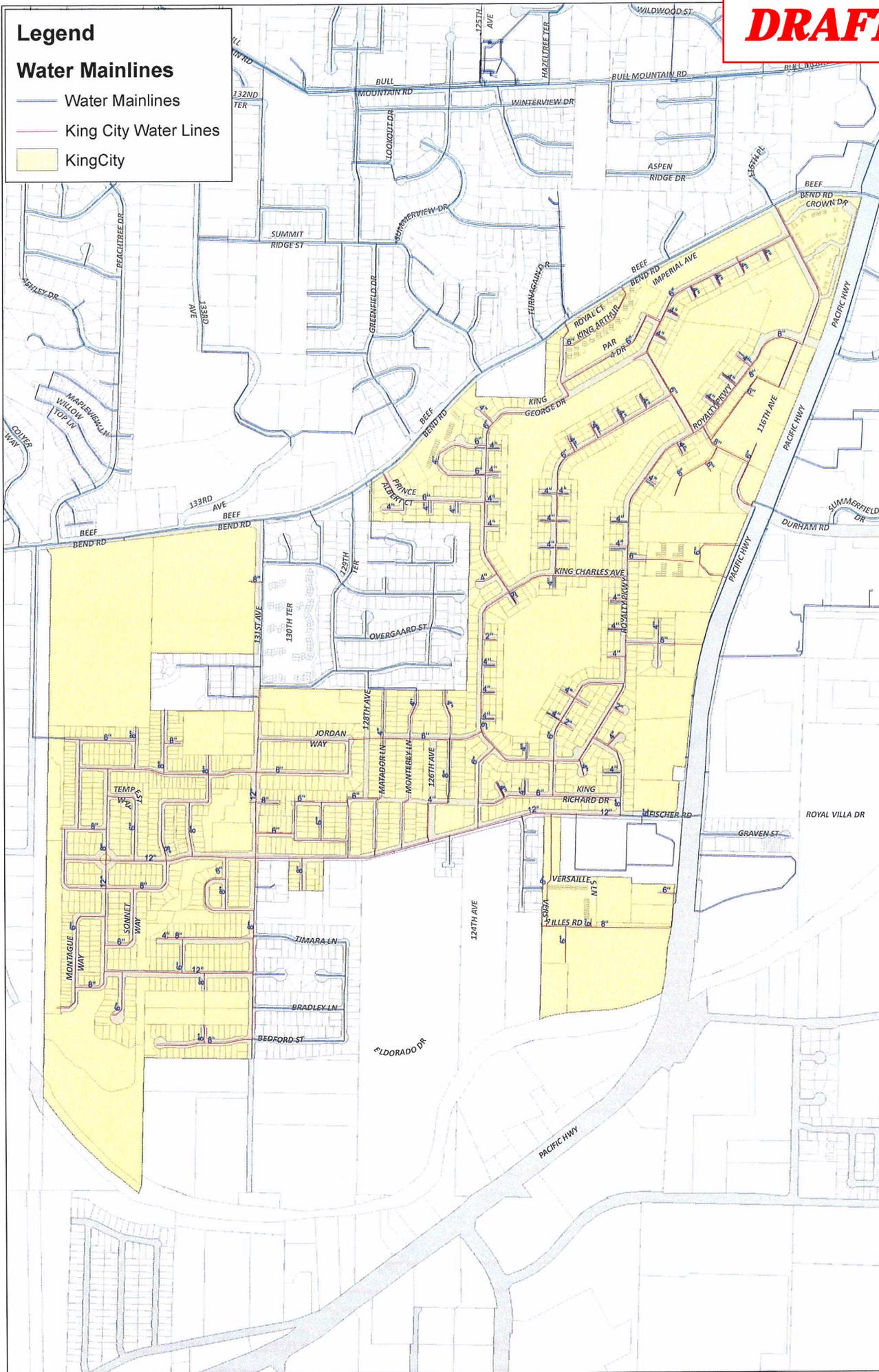
Also any other Water Supply System Assets or Other Assets as defined in the Intergovernmental Water Board Agreement effective July 1, 1993 to which the City of King City has an interest or subsequently is determined to have an interest.

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Legend

Water Mainlines

- Water Mainlines
- King City Water Lines
- KingCity



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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 continue with the existing IWB Agreement with the City of Tigard until December 31, 2018 or such time as the all of the IWB Agreements are terminated, whichever first occurs, and then transfer complete ownership and responsibility of the Water Supply System Assets within King City and to supply water to King City;

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

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~~September 8, 2014~~

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

1.7 “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.

1.8 “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.

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~~September 8, 2014~~

II. EFFECTIVE DATE

2.1 The effective date of this Agreement is ~~_____~~ January 1, 2015 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 on termination of the IWB Agreement between Tigard and King City 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, effective on termination of the IWB Agreement between Tigard and King City, 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.

King City, with Tigard approval which shall not be unreasonably withheld 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:

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.

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September 8, 2014

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.

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

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.

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

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.

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

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8. Budget. Tigard's requested budget will be provided to King City ~~by February 28 of each year~~ for review within 7 days following submission to Tigard's Budget Officer. King City may provide comments or questions to Tigard ~~by April 15 of each year prior to the first meeting of the Tigard Budget Committee~~. The Tigard City Council is the sole and final decision maker on budget and rate matters.

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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

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September 8, 2014

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.

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.

11. Public Relations. Tigard will be responsible for communications and public messaging regarding water-related issues involving King City. Tigard will make reasonable efforts to first inform or consult with King City regarding announcement of significant changes or matters that may be controversial.

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.

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.

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September 8, 2014

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September 8, 2014

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5.2 Fee for Use of Right of Way.

Effective 60 days from the date of execution of this Agreement, Tigard shall pay King City a fee of 5% of gross water system 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. The fee may be revised by mutual agreement of the parties.

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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.

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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

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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

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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,

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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 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 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.

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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.

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

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

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

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

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

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

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

~~10.10~~

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September 8, 2014

King City

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

Tigard

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

<u>KING CITY</u>	<u>TIGARD</u>
<u>Name: City Manager</u> <u>Address: 1680 SW 85th Avenue, Tigard, OR 97224</u> <u>Email:</u> <u>Telephone: 503-547-8150</u> <u>Fax:</u>	<u>Name: City Manager</u> <u>Address: 13125 SW Hall Blvd, OR 97223</u> <u>Email:</u> <u>Telephone: 503-639-4171</u> <u>Fax:</u>

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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.

10.13 Survival. Unless otherwise provided in a deed or document transferring assets, the terms of this Agreement shall survive closing or transfer.

CITY OF KING CITY

CITY OF TIGARD

By: _____

By: _____

ATTEST: _____

ATTEST: _____

City Recorder

City Recorder

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September 8, 2014

Approval as to Form

Approval as to Form

City Attorney

City Attorney

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

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AIS-1917

6.

Business Meeting

Meeting Date: 11/25/2014

Length (in minutes): 15 Minutes

Agenda Title: CONSIDER ADOPTION OF STRATEGIC PLAN VISION

Prepared For: Marty Wine

Submitted By: Carol Krager, City Management

Item Type: Resolution

Meeting Type: Council Business Meeting - Main

Public Hearing No

Newspaper Legal Ad Required?:

Public Hearing Publication

Date in Newspaper:

Information

ISSUE

Adoption of the city's 2014 - 2034 Strategic Plan.

STAFF RECOMMENDATION / ACTION REQUEST

Staff recommends council adoption of the Strategic Plan and Vision for Tigard to be "*The most walkable community in the Pacific Northwest where people of all ages and abilities enjoy healthy and interconnected lives.*"

KEY FACTS AND INFORMATION SUMMARY

The goal of the city's Strategic Plan is to provide guidance and direction for the city's priorities over the long term (next 20 years). Proactively planning for the city's growth provides an opportunity for the city to grow and develop in a way that is focused, thoughtful and unique. This plan does this by leveraging and building on Tigard's existing strengths and aiming to continue to grow Tigard as a thriving, desirable place to live, work and play.

This Strategic Plan will also inform the allocation of limited city resources to both long and short term goals.

The goal of the Vision - "*The most walkable community in the Pacific Northwest where people of all ages and abilities enjoy healthy and interconnected lives*" - is to create a unique, vibrant identity for the city, not a vision that could describe any city anywhere. Along with the vision there are four

Strategic Goals:

- Facilitate walking connections to develop an identity.
- Ensure walking advances the vision.
- Engage the community through dynamic communication.
- Fund the vision while maintaining core services.

At the November 18 Council Workshop meeting council heard from some community members and staff about the community's reaction to the proposed vision. People have been overwhelmingly positive in their feedback and offered a variety of suggestions for advancing the Strategic Plan and Vision.

OTHER ALTERNATIVES

Direct staff to provide additional information on implementation of the Strategic Plan before council considers adoption.

COUNCIL OR CCDA GOALS, POLICIES, MASTER PLANS

N/A

DATES OF PREVIOUS CONSIDERATION

January 10, 2013

January 29, 2013

May 21, 2013

September 17, 2013

April, 2014

November 18, 2014

Attachments

Resolution

Strategic Plan

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

A RESOLUTION OF THE TIGARD CITY COUNCIL ADOPTING THE 2014 - 2034 STRATEGIC PLAN INCLUDING A VISION AND FOUR STRATEGIC GOALS

WHEREAS, the goal of a Strategic Plan for the City of Tigard is to provide guidance for the city's priorities over the next 20 years; and

WHEREAS, proactively planning for the city's growth provides an opportunity to grow the city in a way that is thoughtful and unique; and

WHEREAS, this Strategic Plan leverages and builds on Tigard's existing strengths and aims to continue to grow Tigard as a thriving, desirable place to live and play; and

WHEREAS, this Strategic Plan will also inform the allocation of limited city resources to both long and short term goals.

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

SECTION 1: The Tigard City Council hereby adopts the 2014 – 2034 Strategic Plan and Vision as “The most walkable community in the Pacific Northwest where people of all ages enjoy healthy and interconnected lives.”

SECTION 2: Implementation of the Strategic Plan shall be guided by the four Strategic Goals:

- Facilitate walking connections to develop an identity.
- Ensure development advances the vision.
- Engage the community through dynamic communication.
- Fund the vision while maintaining core services.

SECTION 3: This resolution is effective immediately upon passage.

PASSED: This _____ day of _____ 2014.

Mayor - City of Tigard

ATTEST:

City Recorder - City of Tigard



City of Tigard

2014–2034

Strategic Plan

Draft Working Document – for Discussion Purposes Only | Updated: 11/5/2013



Vision

*The most walkable community in the Pacific Northwest
where people of all ages and abilities enjoy
healthy and interconnected lives.*



ABOUT THE VISION:

- Goal is to create a unique, vibrant identity for the city – not a vision that could describe any city anywhere.
- Walkable doesn't mean anti-car or anti-public transportation, it is about leveraging the existing trail system and green spaces.
- Interconnected has many meanings: Connecting people to the city, people to people, work/shop/play, technology, physical connections, social connections, transportation, etc.
- The statement does not imply the city does or does not have a role in providing services to connect people and/or make people “healthy” – it is about building and providing the space for connections and healthy lifestyles to happen as people wish.
- The vision should drive future decisions about where the city places priorities and investments – needs to be a deliberate set of steps to make it happen.

STRATEGIC GOALS:

- 1 Facilitate walking connections to develop an identity.**
- 2 Ensure development advances the vision.**
- 3 Engage the community through dynamic communication.**
- 4 Fund the vision while maintaining core services.**

goal 1

Facilitate walking connections to develop an identity.

OBJECTIVES:

① Every household is within a walking distance of 3/8 mile to a trailhead.

- 100 percent of our residents have access to a densely networked trail system designed for universal access and the mobility-impaired.
- Fully accessible connections are made via pathways and/or sidewalk connections.
- Improve Tigard's walkability score – currently 51 <http://www.walkscore.com/OR/Tigard>.

② The trail system is used for all kinds of trips.

- The system is safe. All parts are comfortable for everyone to use – i.e., no segments are avoided because of real or perceived safety issues.
- The walking/transit connection is creatively engaged. Creative transit solutions, like local van shuttle service, are available to bridge gaps where trips (or portions of trips) would be otherwise infeasible for walking.
- This deals with trips within the city as well as trips leading into/out of the city.
- The transit waiting experience is improved.
- Transit stops protected from weather and are aesthetically pleasing.
- Sidewalks are a part of the plan, especially in relation to connections to transit stops. and key entry points of the pathway network.

③ The city's development patterns, over time, are influenced by the densely networked trail system.

- Pathway system and businesses begin to complement each other. You can walk to more business destinations. Businesses locate here that need and want less parking.
- Changes in the Community Development Code allow more businesses to become closer to residential.

④ The system supports and enhances Tigard parks and community gatherings.

- The system is designed to serve developed public parks.
- Places in the system are dedicated to community gardens, which become highly localized and cared-for centers belonging to neighbors and neighborhoods.
- Events, leisure-time activities and other social functions occur on and adjacent to the system, with City of Tigard involvement ranging from none to high.



goal *1* *continued*

⑤ Implementation of the project is long term (20 years) and controlled, in some fashion, at the neighborhood level.

- Implementation begins by connecting important public places in early phases of the project.
- Generate enthusiasm and support in neighborhoods (i.e., demonstrate early successes).
- Volunteerism is actively promoted and maximized (e.g., East Bull Mountain example).
- Cooperative approach to the work with citizens (a mutual partnership).

⑥ The city's identity results from construction of the system.

- We market our successes at every completed connection/result.
- The "identity gain" is natural and inevitable. As the new system gains users, it gains attention and the attraction and identity of Tigard gains momentum.

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goal 2

Ensure development advances the vision.

OBJECTIVES:

① **Make best use of undeveloped and underdeveloped land to increase the value of the city and advance the vision.**

- Businesses locate and stay in Tigard in ways that maximize the productive development or redevelopment of properties.
- Public and private financial support catalyzes the redevelopment of current industrial land and properties.
- The city is a liaison to understand the local economy and business community and supports development and marketing of available properties.
- Planning and zoning facilitate the maximum development and revenue potential of residential, commercial and industrial lands.
- Encourage town center development and business expansion (Washington Square, Downtown, Triangle), including high-density housing development around shopping, business and transit.

② **Market Tigard. Build a healthy business climate that attracts, serves and employs more Tigard residents.**

- Market, brand and promote Tigard as the place where businesses are healthy and thrive.
- From startup to mature enterprises, provide resources for businesses to grow, stay healthy, and expand.
- Attract and retain businesses that encourage live-work-shop opportunities in Tigard.
- Market the trail system as a connector of people, businesses and transportation linkages.
- Add and grow regional anchor employers headquartered in or near Tigard.
- Capitalize on Tigard's central location and business advantages of proximity to Portland.
- Development services are easier, business-friendly and expedited.

③ **Invest in public spaces.**

- Strategically invest in land, public space, streets, sidewalks, and trails to create public spaces for everyone to enjoy; connect people to jobs, transit, community, leisure, and business; and leverage and complement desirable development.
- Tigard is the place easiest to access shopping, food and other businesses using all modes of travel, making the most of its transportation assets and easiest connections for business and regional downtowns.
- Transit station locations are developed and redeveloped to serve riders and adjacent neighborhoods.



goal 3

Engage the community through dynamic communication.

OBJECTIVES:

① Messaging engages the community and advances the vision.

- City communication channels and tools provide the most accurate and up-to-the-minute information about Tigard as measured by an increase in usage.
- Key messages clearly reinforce the city's strategic direction and goals.

② The community is engaged and connected to the vision.

- Communications strategies within departments align with and actively support the strategic plan through coordinated communication.
- The Tigard community is connected through compelling content that encourages and enables robust two-way communication.
- Innovative use of social media.
- Empowered employees share the message.

③ The city actively promotes its vibrant business districts, livable neighborhoods and accessible parks and trails to inform current and attract new businesses, residents and visitors.

- Educate community leaders on the strategic plan to create excitement and identify opportunities to partner to further the vision.
- Serve as a hub for networking individual neighborhoods with the city and community.
- Increase awareness of recreational opportunities through prominent placement of resources on the website and online media channels.



goal **4**

Fund the vision while maintaining core services.

OBJECTIVES:

① Stabilize finances to provide a foundation to build toward the vision.

- Budget for core services using current available funding and re-evaluate core services during annual budget process.
- Delivery of a reinvestment plan, including a facilities plan, prioritizing near-term investments needed to prevent larger costs later
- Continue to build reserves and create a strategic investment plan.
- Continue to implement efficiencies in operations and maintenance in all departments.

② Invest in the strategic vision.

- Reprioritize/redirect existing resources where possible to further the vision.
- Strategic investments, new programs, and significant changes to existing programs not funded by existing resources will require new resources.

③ Ensure the vision increases city value long term.

- Report to community, City Council and staff annually.



Purpose and Process

PURPOSE:

- The goal of the City of Tigard Strategic Plan is to provide guidance and direction for the city's priorities over the long term (next 20 years). Proactively planning for the city's growth provides an opportunity to grow the city in a way that is thoughtful and unique. This plan does this by leveraging and building on Tigard's existing strengths and aiming to continue to grow Tigard as a thriving, desirable place to live, work and play.
- This Strategic Plan will also inform the allocation of limited city resources to both long and short term goals.

PROCESS:

- The City of Tigard formed a Strategic Planning Group that met regularly throughout 2013 and 2014 to build this draft plan. This group consists of:

Administrative Services	Administrative Services Manager Nadine Robinson
City Attorney (Contract)	Tim Ramis Shelby Rihala
City Management	City Manager Marty Wine Assistant City Manager Liz Newton Assistant to the City Manager Loreen Mills Senior Management Analyst Kent Wyatt Former Human Resources Director Sandy Zodrow Human Resources Director Dana Bennett
Community Development	Director Kenny Asher Assistant Director Tom McGuire
Finance	Director Toby LaFrance IT Manager Louis Sears
Library	Director Margaret Barnes Circulation Division Manager Craig Carter Technical Services Division Manager Teresa Ferguson Readers Services Division Manager Molly Carlisle
Police	Chief Alan Orr Assistant Chief Jim DeSully
Public Works	Former Director Dennis Koellermeier Director Brian Rager Acting Assistant Director John Goodrich

- Throughout the process, discussions about the plan with City Council to ensure alignment; as well as opportunity for the community to provide input are being designed in coming months.

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7.

Business Meeting

Meeting Date: 11/25/2014

Length (in minutes): 15 Minutes

Agenda Title: Adopt 2015 State and Federal Legislative Agendas

Prepared For: Liz Newton, City Management

Submitted By: Norma Alley, City Management

Item Type: Motion Requested

Meeting Type: Council Business Meeting - Main

Public Hearing: No

Publication Date:

Information

ISSUE

Adoption of the city's 2015 State and Federal Legislative Agenda.

STAFF RECOMMENDATION / ACTION REQUEST

Adopt the city's State and Federal Legislative Agendas for 2015 and direct staff to prepare brochures for distribution to state and federal elected representatives, agencies and interested citizens.

KEY FACTS AND INFORMATION SUMMARY

On October 14, 2014 council discussed state and federal legislative priorities and directed staff to prepare State and Federal Legislative Agendas for adoption on November 25, 2014. A copy of the October 14, 2014 council packet material is attached for reference. A summary listing of both state and federal legislative priorities identified by council follows:

State Legislative Agenda

- Support funding and policies to facilitate for brownfield mediation and clean-up.
- Allow for price comparison when procuring the services of architects and engineers.
- Oppose preemption of the ability of cities to manage and receive compensation for the use of public ROW.
- Property Tax Reform:
 - Support referral to voters that would allow local control of temporary property tax outside of statewide caps;
 - Support an amendment of the state constitution that would reset a property's assessed value to its real market value at the time of sale or construction;

- Support a statutory change regarding the way new property is added to the tax rolls to provide the option of applying a city-wide changed property ratio to new property.
- Support passage of a comprehensive transportation funding and policy package to address multi-modal needs. with a priority of maintaining and preserving existing infrastructure.
- Advocate for legislative changes that will clarify and enhance public safety and local control related to marijuana dispensaries.
- Support increased resources for persons with mental health issues, especially in crisis situations.
- Request funding for infrastructure to support development of the underutilized Hunziker Industrial Core and support funding for SB 246 which would provide funds and authority to Business Oregon which could assist in assembling infrastructure funding for the area.
- Support legislative priorities that address traffic congestion. economic development and jobs.

Although not considered during council discussion on October 14, council may want to add a request for funding sidewalks on Hall Blvd, to the State Legislative Agenda. Hall Blvd. is a state highway and during the outreach staff conducted on the city's proposed strategic vision, sidewalks on Hall Blvd. was the most mentioned priority for sidewalk connections.

In addition, at the council's discussion on Climate Smart Communities at the October 21 meeting, councilors raised the issue of advocating for change from the city's fiscal year calendar;(mandated by the state as July 1 to June 30) to a calendar that better coincides with the legislative session. There was also discussion at that meeting about advocating for legislative funding of the Oregon Transportation Forum on Climate Smart Communities.

Federal Legislative Agenda:

- Support a Robust Transportation Reauthorization Bill including:
 - The bipartisan Innovations in Surface Transportation Act (H.R. 4726/S.2891) that would put transportation funds in the hands of local communities.
 - Safe Routes to School (SRTS) funding that would allow states the option to reduce or waive the matching requirements for low income applicants.
 - The Bicycle and Pedestrian Safety Act (H.R. 3494/S. 1708) which would require the US Department of Transportation to set a performance measure to reduce the number of bicyclists and pedestrians killed on our roads.
- Support reallocating funds from the COPS Hiring program to the COPS technology program to fund equipment upgrades to comply with federal mandates.
- Support maintenance of FY 2015 program levels for TIGER, CDBG, HOME, BYRNE, COPS Technology and EDA.
- Support protecting tax exempt municipal bonds from being eliminated or limited.
- Secure a Tigard Zip Code.

Upon adoption of the State and Legislative Agendas staff will prepare agendas brochures including descriptions, costs and benefits.

OTHER ALTERNATIVES

Modify the proposed State and/or Federal Legislative Agenda.

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

N/A

DATES OF PREVIOUS COUNCIL CONSIDERATION

July 22, 2014 - Council consensus on recommendations for the 2015 LOC Legislative priorities.

October 14, 2014 - Council held discussion on priorities for the 2015 State and Federal Legislative agendas.

Attachments

October 14, 2014 council meeting packet materials

AIS-1911

10.

Business Meeting

Meeting Date: 10/14/2014

Length (in
minutes): 25 Minutes

Agenda Title: LEGISLATIVE UPDATE

Prepared For: Liz Newton,

Submitted By: Carol Krager, City Management

Item Type: Update, Discussion, Direct Staff

Meeting Type: Council Business Meeting - Main

Public Hearing: No

Publication

Date:

Information

ISSUE

Develop the city's legislative agenda for the upcoming 2015 Oregon Legislative session and the 2105 Federal Legislative agenda.

STAFF RECOMMENDATION / ACTION REQUEST

Discuss the city's 2015 state and federal legislative priorities and direct staff to prepare State and Federal Legislative Agendas for consideration and adoption on November 25, 2104.

KEY FACTS AND INFORMATION SUMMARY

Each fall, city council adopts state and federal legislative priorities for the coming year. The purpose of this discussion is to provide council an opportunity to review priorities from the past year, consider council goals, citizen's priorities, and issues and opportunities the city may face in the coming year and reach consensus on priorities for 2015.

State Legislative Priorities:

A copy of the 2014 Legislative Agenda including the status of each issue is attached. In summary, there was movement on several of the city's priorities. Oregon voters will consider legalizing recreational marijuana in November. The city has adopted an ordinance that would tax marijuana and will consider regulations regulating "time and place" of dispensaries in the coming months. Legislation passed to include prepaid cellular devices and services under the 9-1-1 tax. There was little movement on transportation funding. Legislation on franchise fee equity was delayed until 2015.

On July 22, 2014 council reviewed and discussed the League of Oregon Cities call for legislative priorities and considered staff's recommended priorities. After discussion, council consensus was to forward the following priorities to LOC:

- Brownfield mediation

- Transportation funding

- Allow for price comparison when procuring architects and engineers

- Improve the fairness of how new and improved property is added to the tax roll

- Support repeal of ORS 221.515

- Oppose preemption of the ability of cities to manage and receive compensation for the use of

public ROW.

In September the mayor and assistant city manager attended the League of Oregon Cities conference in Eugene and sessions previewing the League's five priorities. A more detailed description is attached.

- Property Tax Reform:
 - Voter Control Referral - This proposed constitutional referral would allow local voters to consider a temporary property tax outside of statewide tax caps. The referral would not raise anyone's taxes but would empower voters to authorize a tax for local operations.
 - Reset at Sale - This proposed constitutional amendment would reset a property's assessed value to its real market value at the time of sale or construction.
 - Change Property Tax Ratio - This statutory change would change the way new property is added to the tax rolls.
- Transportation Funding - Passage of a comprehensive funding and policy package to address multimodal needs, with a top priority of maintaining and preserving existing infrastructure.
- Medical Marijuana Dispensaries - Advocate for legislative changes that will clarify and enhance public safety and local control related to marijuana.
- Right of Way Management - Protect local home rule authority to manage public rights of way and receive compensation for their use.
- Mental Health Services - Support increased resources across the state for persons with mental health issues.

An opportunity the city is pursuing is development of the underutilized Hunziker Industrial Core of more than 138 acres of industrial zoned property including the Fields site. Investing in public infrastructure would catalyze millions in new private investment and estimates of 300 to 500 new jobs. (Description attached.) Support of funding for SB 246 would give Business Oregon funds and authority that could assist. The Business Oregon Immediate Opportunity Fund may be a source for road improvements tied to a business that provides jobs.

In the most recent community attitudes survey conducted in the fall of 2013, respondents identified congestion, street improvements/maintenance and transportation/public transit as the top three single most important issues for the council to address. Respondents identified "increase efforts to retain existing and attract new jobs to the city." as the most important change the city could make. Legislative priorities that address congestion and transportation and economic development and jobs would support citizens' priorities.

Federal Legislative Priorities:

A copy of the 2014 Federal Legislative Agenda is attached. Several of the city's priorities advanced this year. The city received a \$400,000 EPA grant to develop a Downtown Brownfield Assessment program. A \$73,667 USDA grant was awarded for promotion and outreach for the Farmers Market. The city will be notified some time in November if the grant submitted for the Supa Fresh Farm to School program is awarded. Grant priorities that warrant continuation into 2015 include the Fields/Hunziker Industrial Core Economic Development Site, Brownfield clean-up grants for city owned property, Safe Routes to Schools for the Murdock connection to Templeton Elementary in particular, improvements to Hall Blvd from Burnham Street to Durham Road and the Highway 217 interchange with 72nd Avenue.

Policy items council should consider including in the 2015 federal Legislative agenda include:

Support Robust Transportation Reauthorization Bill

Congress should develop a comprehensive transportation reauthorization bill that would create jobs by providing robust funding for bridges, highways, mass transit and other local infrastructure needs. Within the reauthorization bill, Tigard strongly supports inclusion of:

- The bipartisan Innovations in Surface Transportation Act (H.R. 4726/S.2891), which creates a grant program that would put transportation funds in the hands of local communities. Currently, less than 15 percent of all authorized federal highway funds and only one grant program are available to cities and counties. The Innovation grants would be awarded on merit by a panel with representatives from state and local jurisdictions, ensuring that funds go to well-conceived projects with the most local support.
- For Safe Routes to School (SRTS) funding, support allowing states the option to reduce or waive the matching requirements for low-income applicants. Low-income communities are having a difficult time meeting the new 20% match required under MAP-21. In addition, recommend that not-for-profit organizations be allowed to serve as project sponsors for SRTS projects. Under MAP-21, these entities can only be partners and cannot be the project lead, which has created challenges for states and localities, where not-for-profits can no longer efficiently carry out safety education and other non-infrastructure activities. The Senate Environment and Public Works (EPW) Committee addressed both of these SRTS issues in its Committee passed proposal.
- The Bicycle and Pedestrian Safety Act (H.R. 3494/S. 1708) which would require the US Department of Transportation to set a performance measure to reduce the number of bicyclists and pedestrians killed on our roads.

COPS Technology Funding

Support reallocating funds from the COPS Hiring program to the COPS Technology program. There are very few funding options at the federal level to help police departments purchase equipment despite the fact that federal mandates continue to require costly upgrades. Federal funds for equipment upgrades are important especially for police departments with cash strapped budgets.

FY 2015 Program Levels

Maintain adequate funding levels for TIGER, CDBG, HOME, BYRNE, COPS Technology, EDA, and Assistance to Firefighters Funding.

Protect Municipal Bonds

Support protecting tax exempt municipal bonds from being eliminated or limited. Since the federal income tax was instituted in 1913, interest earned from municipal bonds issued by state and local governments have been exempt from federal taxation. These bonds are the primary financing mechanism for state and local infrastructure projects, with three-quarters of the infrastructure projects in the U.S. built by state and local governments, and with over \$3.7 trillion in outstanding tax-exempt bonds, issued by 30,000 separate government units. Local governments save an average of 25 to 30 percent on interest costs with tax-exempt municipal bonds as compared to taxable bonds. This is true because investors are willing to accept lower interest on tax-exempt bonds in conjunction with the tax benefit. If the federal income tax exemption is eliminated or limited, states and localities will pay more to finance projects, leading to less infrastructure investment, fewer jobs, and greater burdens on citizens who will have to pay higher taxes and fees.

Secure a Tigard Zip Code

Staff is investigating the process to secure a distinct Tigard mailing address, instead of the current Portland designation.

Once council reaches consensus on legislative priorities, staff will prepare specific requests for each priority including summary project descriptions and fund requirements.

OTHER ALTERNATIVES

Based on council consensus on priorities, council may request further clarification on issues not raised in this summary.

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

2014 State and Federal Legislative Legislative Agendas adopted by council on January 14, 2014.

DATES OF PREVIOUS COUNCIL CONSIDERATION

July 22, 2014 - Council consensus on recommended priorities for the 2015 LOC Priorities

Attachments

[2014 State Legislative Agenda](#)

[2014 LOC Legislative Priorities](#)

[Hunziker Industrial Core Summary](#)

[2014 Federal Legislative Agenda](#)



2014 Legislative Agenda

Tigard, Oregon

"She flies with her own wings." – Judge Jessie Quinn Thornton

2014 Policy Issues of Interest:

■ Referral Regarding the Legalization of Marijuana

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

Status: Oregon voters will consider legalizing recreational marijuana this fall.

■ Local Improvement Districts

Cities rely on local improvement districts to complete important upgrades to infrastructure that benefits a local area within the city's boundaries. Tigard would oppose legislation limiting the ability of cities to use this financing mechanism. Tigard supports the beneficiaries of specific improvements bearing the cost of those improvements, instead of the general taxpayer funding these projects from the limited general funds.

Status: Legislation was introduced but did not pass.

■ 9-1-1 Tax on Prepaid Wireless

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

Status: Legislation passed for the inclusion of prepaid cellular devices and services under the 75 cent tax that is levied on all other telecommunications devices and services in support of the state's emergency communications system.

■ Water Supply Development Fund Appropriations

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

Status: New legislation makes statewide adjustments to the 2013-15 state budget, including partial restoration of state agency funding that was held back during the 2013 legislative session.

■ **Labor and Supervisor Management**

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

Status: Legislation was approved that addressed firefighters; other positions were not included.

■ **Franchise Fees**

Tigard supports the League of Oregon Cities' effort to address the differences in franchise fees charged to different types of telecommunication companies. While we appreciate the need for equity, Tigard and the LOC are concerned about proposed legislation that would alter the statutory basis for franchise fees. We prefer that the discussions started in 2013 continue through a work group and present a solution for possible consideration in the 2015 session.

Status: Legislation delayed until 2015.

Ongoing Areas of Focus:

■ **Economic development/jobs**

Support policies and initiatives that encourage workforce retention.

Status: No major legislation approved in 2013.

■ **Transportation**

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

Status: Little transportation legislation of significant interest to the League was considered in the 2014 session.

■ **Financial stability**

Support policies and legislation that allow local control and maintain and strengthen the state's commitment to the State Shared Revenue funding formula.

Status: No major changes.

■ **Growth and development**

Support urban growth boundary amendment policies and legislation that provide for a more efficient urban growth management system.

Status: Nothing was proposed to speed up the appeal process or to create certainty in terms of how long the court may take in reaching a decision on appealed cases.

■ **Vertical Housing Program**

Support the extension of the Vertical Housing Program which encourages mixed-use commercial/residential developments in areas designated by communities.

Status: Tigard approved a Vertical Housing Development Zone (VHDZ) to encourage multi-story mixed-use development in two targeted areas of the City of Tigard. The ten-year partial property tax exemption for new construction applies to the first four floors of residential development built above first-story commercial development.

Oregon's 2014 Short Legislative Session: February 3 – March 9

Oregon's bicameral legislature consists of the House of Representatives, which has 60 members elected for two-year terms, and the Senate, whose 30 members are elected to serve for four-year terms.

Oregonians choose their legislators by voting every even-numbered year. The primary election is held on the third Tuesday in May. The general election is held on the first Tuesday (after the first Monday) in November.

Oregon uses a system of single-member districts to elect its legislators. Each of the 90 members represent a designated senatorial or representative district, meaning each Oregonian is represented by a single senator and a single representative. Representative districts have a population of about 63,850; Senate districts contain about 127,700 people. These district lines are redrawn every ten years.



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



Rep. Margaret Doherty
HOUSE DISTRICT 35
900 Court St. NE, H-282
Salem, OR 97301
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Tigard City Council



Mayor
John Cook



Council President
Marland Henderson



Councilor
Gretchen Buehner

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councilmail@tigard-or.gov



Councilor
Marc Woodard



Councilor
Jason Snider



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Property Tax Reform: Voter Control Referral

Description

The League’s proposed constitutional referral would allow local voters to consider a temporary property tax outside of statewide tax caps. The referral would not raise anyone’s taxes, but would empower voters to authorize a tax for local operations.

Background

Under Oregon’s current system, statewide limitations can prohibit local voters from raising their own taxes to support services they demand. Measure 5 limitations restrict general governments (cities, counties and special districts) and schools to levying no more than \$10 and \$5 per \$1,000 of real market value respectively. Any taxes levied in excess of those limitations are reduced until the limitations are met, a process known as compression. Temporary taxes that are in addition to the municipality’s permanent rate and are approved by voters to provide funding for services, such as public safety or school services, are compressed first under this system. As a result, voters residing in a municipality in compression are limited in their ability to raise revenue to support services they desire.

Examples

In numerous communities throughout Oregon, statewide tax caps reduce voter approved levies significantly. In the city of Sweet Home, for example, voters have approved local option levies for police and library services dating back to 1986. In 2010, voters approved the levies again with 60 and 55 percent of the vote respectively. Yet statewide tax limits cut 35 percent of what local voters approved, resulting in public safety and library services not being provided at a level local citizens wanted.

Many voter-approved levies throughout the state are being reduced by even larger percentages. In the West Linn/Wilsonville School District, statewide limits will reduce the collections for the voter-approved levy by 71 percent this year. For the Portland Children’s Levy, revenue is reduced by 51 percent (see Table 1 for additional examples).

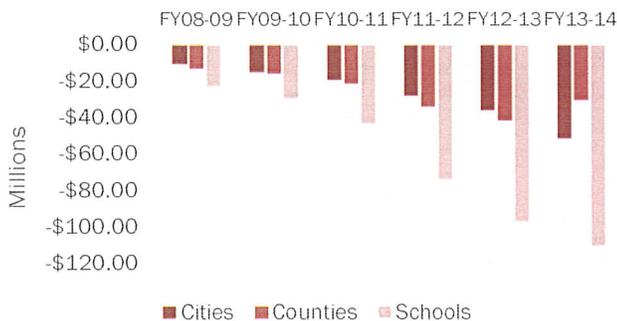
Table 1: Compression on Voter-Approved Levies

	Percentage of revenue lost due to statewide tax caps (2013-14)
Tigard-Tualatin School District	54%
Pendleton School District	42%
Eugene School District	41%
Lake Oswego School District	34%
Beaverton School District	34%
City of Albany public safety levy	34%

Statewide Impacts

Compression is a growing problem for local governments statewide. Since 2008-09, total revenue lost to compression has increased from \$51 million to \$212 million in 2013-14, (see Figure 1). This year 90 percent of school districts, 34 out of 36 counties and more than one-half of all cities have seen property tax revenues reduced due to statewide caps.

Figure 1: Statewide compression losses



Last May (2014), local voters approved 16 of 21 (76 percent) temporary tax measures. While voters may still be concerned about the state of the economy, in many instances they clearly realize the value of local government services and are willing to tax themselves to provide those services. Whether or not any local voters approve temporary taxes outside of compression limitations is irrelevant. What matters is that voters currently do not have the freedom and opportunity to do so.

Description

The League's second proposed constitutional amendment would reset a property's assessed value to its real market value at the time of sale or construction. The amendment would not raise taxes on anyone's current home, but would restore equity by recalibrating taxes based on the market's valuation of a property at the time of sale—a better measure of a property's value and an owner's ability to pay.

Background

Measure 50, passed in 1997, created a new "assessed value" for all properties. Assessed value was initially set at 90 percent of a property's 1995-96 real market value. For newer properties, a county-wide ratio is applied to determine the initial assessed value. Growth in assessed value is limited to 3 percent annually.

By locking in assessed values based on 1995-96 real market values or a ratio at the time of construction, and by capping annual growth, huge disparities in tax bills have emerged as property values have changed at different rates.

Examples and Impacts

Homeowners in inner North and Northeast Portland, for example, often have property tax bills that are one-third or one-fourth of what homeowners with similar real market values pay across town. The reason is simple. In the early and mid-1990s, large swaths of North and Northeast Portland had lower market values, and those values still determine the taxes owed despite the rapid rise in home values (See Table 1).

These significant inequities in property taxes can play a role in the real estate market as well. An analysis conducted by the Northwest Economic Research Center found that property owners selling similar homes in disparate neighborhoods could attribute between \$9,300 and \$45,000 in their property's potential sale price to the quirks of Oregon's property tax system.

The authors wrote that Oregon's property tax system creates a hidden subsidy for those property owners with lower taxes and shifts the burden of local services onto others.

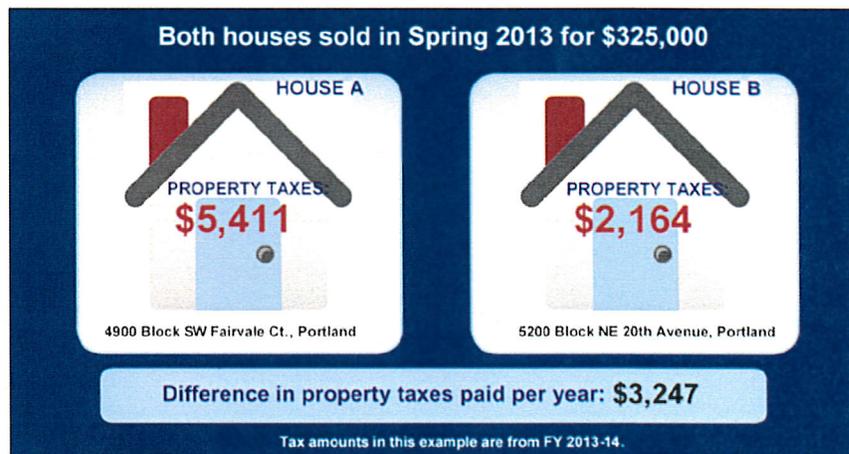
While the analysis focused on Portland, the authors said they would expect to find these results in other Oregon cities in which there has been uneven growth in home values since the 1990s.

Priority

Seventeen other states have property tax limitations similar to Oregon's. Of those, 15 readjust property taxes at the time of sale. Oregon's existing system, according to a Lincoln Institute of Land Policy report, "has gone the farthest of any [in the country] in breaking the link between property taxes and property values."

Resetting assessed value to real market value at the time of sale would reestablish the link between market values and property taxes, and improve the fairness of Oregon's system.

Table 1: Tax inequities between two neighborhoods in Portland





Property Tax Reform: Changed Property Tax Ratio

Description

The League's priority regarding property taxation changes the way new property is added to the tax rolls. This proposal, unlike the other two, would only require a statutory change, meaning the measure would not have to be referred out to voters in order to become law.

Currently, new or improved property is added to the tax rolls by applying an annual county-wide ratio of assessed values (AV) to real market values (RMV) to the new or improved property in an attempt to replicate the property tax discount given to properties via Measure 50. The ratio is calculated and applied to specific property classes (residential, multifamily, commercial, etc.).

However, significant variation between AV and RMV exists within a county, resulting in a discount that is often overly generous when compared to neighboring properties. In addition, the discount is out of line with what was originally offered to properties when Measure 50 passed in 1997.

As a result, similarly situated and valued properties can have significantly different property tax liabilities.

Background

The situation in Multnomah County is illustrative. The county is home to a number of cities, and the property values in each have not grown uniformly since Measure 50's passage in the mid-1990s. Consequently, the ratio of assessed value to real market value in each city varies, but the countywide average is applied to all new properties.

For example, the Multnomah County changed property ratio this year for residential property was roughly 70 percent. This means a home valued at \$200,000 will appear on the tax roll with an assessed value of \$140,000.

However, in Gresham, the average ratio is closer to 90 percent, meaning that the average \$200,000 home within the city limits has an assessed value of \$180,000. Meanwhile in Portland, the average ratio is about 64 percent, so a \$200,000 home has an assessed value of \$128,000. For the city of Gresham, the property tax discount given to new property is overly generous compared to what existing properties are paying in the city. Because of this, current Gresham residents are subsidizing the services for new properties.

Priority

The League will advocate for legislation to provide the option of applying a city-wide changed property ratio to new property.



Transportation Funding

Description

The League seeks passage of a comprehensive transportation funding and policy package to address multimodal needs, with a top priority of maintaining and preserving existing infrastructure.

Background

Oregon's road system is becoming increasingly distressed and transportation funding is not keeping up with basic maintenance and preservation needs. Cities throughout Oregon are facing serious street budget shortfalls, resulting in the deterioration of transportation infrastructure. According to a survey conducted by the League in 2014, cities face an annual funding gap of more than \$300 million per year. Uncertainty about federal funding and the decline in federal and state highway trust fund resources calls into the question the sustainability of the current transportation funding program.

In addition, Oregon's small cities (less than 5,000 population) have lagged behind larger cities in street funding. This is caused by declines in overall transportation revenue and the fact that a statutory program created to provide limited funding for small cities has not been updated since 1991.

Priority

Approval of a comprehensive transportation package containing at least the following:

- An increase in the state gas tax of up to five cents per gallon;
- Indexing of the state gas tax to the consumer price index or another relevant economic index;
- Expansion of the calculation method used for the state's transportation user fee to include vehicle miles traveled (VMT);
- An increase in license plates fees and inclusion of lightweight trailers;
- Maintaining the dedication of the state's Highway Trust Fund dollars to highway, road and street projects;
- Continued allocation of Highway Trust Fund dollars between the state, counties and cities at 50%-30%-20%, respectively;
- An increase in the statutory "Small City Allotment" fund from \$1 million to \$5 million annually, split evenly between the Oregon Department of Transportation and the cities' share of the trust fund;
- No preemption of local government ability to generate their own transportation revenues; and
- Funding for the jurisdictional transfer and maintenance of orphan highways (state highways or county roads that function as city streets).

The transportation package should also address funding and policy initiatives for all modes (streets, bike/pedestrian, transit, rail, aviation and marine) and advance connectivity, safety, jobs and economic development, transportation impact on climate change, active transportation and public health.



Medical Marijuana Dispensaries

Description

The League will advocate for legislative changes that will clarify and enhance public safety and local control related to marijuana.

Background

In 2013, House Bill 3460 established a means for registering the 150-200 medical marijuana dispensaries that had been operating in the state illegally but with the forbearance of most law enforcement agencies. While the legislation successfully created a licensing system and safety regulations, more work is needed to ensure public safety and local control.

Priority

The League will advocate for the following legislative changes:

- **Require employees and agents of dispensaries to pass the same background checks as proprietors.**
Owners of marijuana dispensaries must pass criminal background checks prior to receiving a license to operate. Employees and other parties affiliated with the operation of a dispensary should also be subject to criminal background checks to help keep medical marijuana in the hands of patients and not diverted to criminal activity.
- **Establish licensing and safety regulations for the manufacture of marijuana tinctures utilizing flammable or explosive materials.**
The manufacture of butane hash oil and other value-added extracts has resulted in fires, injuries and deaths in Oregon and other states. A dispensary should be required to acquire these products from a manufacturer that is licensed by the state and uses appropriate safety protocols.
- **Clarify land use regulations to ensure dispensaries are not allowed in areas inappropriate for their use or in close proximity to places where children congregate.**
The intent of HB 3460 was to prohibit dispensary operations in residential zones. However, the bill was phrased in a way that specifies which zones dispensaries are allowed in, as opposed to prohibiting them in residential zones and simply relying on the local development code to determine where a dispensary may be located in cities permitting them to operate. This language should be clarified to align with the bill's original intent to prohibit residential locations. Further, HB 3460 prohibits dispensaries within 1,000 feet of schools, but federal law creates a specific offense for distribution of controlled substances within 1,000 feet of any place children congregate. The conflict between those two requirements should also be resolved.



Right of Way Management

Description

Local authority to manage public rights of way and receive compensation for their use is derived from Oregon's constitutional provisions for home rule, state statute, and court decisions which have consistently upheld the right of cities to manage rights of way. Nevertheless, legislative and judicial efforts are often mounted to thwart local management of this public resource.

Background

Cities have the right to set terms and conditions, including the establishment of a fee structure, when an entity occupies a right of way for transmission of data, energy, water and other resources. While certain statutes and utility regulations define how such fees can be charged, this ability is firmly established.

Cities also determine how this authority is exercised—by ordinance or through negotiation with each entity seeking to occupy the right of way. This applies to private and public sector occupants. In fact, several cities charge *themselves* a franchise fee when a municipally-owned utility is using the right of way.

Municipal authority over the management of rights of way is an essential component of a city's home rule.

Priority

The League will oppose any legislation preempting the ability of cities to manage and receive compensation for the use of a public right of way, including:

- Establishment of a “one-size-fits-all,” statewide franchise fee policy and collection system; and
- Prohibition of a city's authority to levy franchise fees on other government entities.



Mental Health Services

Description

The League will support increased resources across the state for persons with mental health issues, especially in crisis situations.

Background

Oregon's cities do not typically provide mental health services but have increasingly found themselves in the position of sending police officers to respond to individuals in crisis and dealing with the impacts of homelessness and addiction. A 9-1-1 call should not be the first time a person suffering from a mental illness receives public services.

Priority

The League will advocate for the following:

- **Preventative mental health care in the form of “drop-in” services should be available to all Oregonians regardless of where they live.**

The League believes that access to urgent care for mental health will allow those suffering from an illness or condition to be triaged and receive immediate treatment or where appropriate, referrals for treatment. This will avert unnecessary, unhealthful and sometimes tragic interactions with law enforcement personnel.

- **Proactive, mobile crisis intervention should be available statewide.**

The mobile crisis intervention approach has reduced negative encounters between police and the mentally ill. Resources should be provided so such services are available throughout the state.

- **Every police officer in the state of Oregon should have access to training in how to respond to a mental health crisis.**

The state should provide public safety personnel with access to instructions from mental health professionals that would equip officers with skills to respond in a way that de-escalates conflict and helps the affected individual and their family receive appropriate care.

- **The number of regional residential mental health facilities should be expanded.**

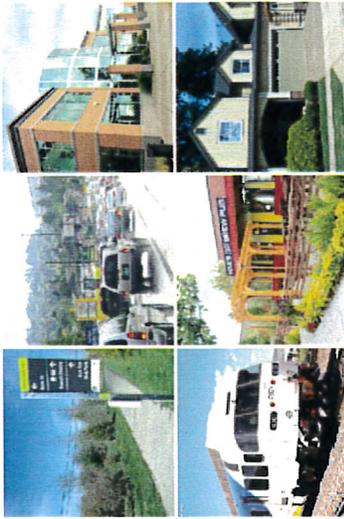
Jail should not be the only option to secure an individual experiencing a mental health crisis. Safe and secure mental health care beds will allow those in need to avoid jail, which could worsen their condition.

Tigard, at the center of the economically thriving Portland MSA, is ideally located to meet regional employment demand. The region's workforce lives here. What's lacking, however, is infrastructure that supports business expansion here.

Tigard's Hunziker Industrial Core includes more than 138 acres of industrial zoned property located $\frac{3}{4}$ of a mile from I-5 and immediately accessible by existing rail. In this area 96 acres are developed but underutilized. Forty-two acres are undeveloped but limited in their development potential. This area exemplifies the challenge suburban cities face when trying to support business growth. Factors like sloping land, limited site access and incomplete infrastructure make private sector development unlikely.

Through the support of a DLCD grant, and in partnership with local property owners, the City of Tigard has developed an Infrastructure Finance Plan that paves the way for private sector development, business growth, and increased employment. The cost of public infrastructure (roads, water, waste water and storm water) to support private sector development in the Hunziker Industrial Core is about \$9.5 million.

The first \$3.95 million project upgrades infrastructure in this area to catalyze \$22.1 million in new private investment and estimates of 300 to 500 new jobs for residents from around the region. The City of Tigard would like to make a request to the State Legislature for \$1.8 million in economic development funding for water, waste water and storm water infrastructure improvements.



TIGARD, OREGON. Located just eight miles southwest of Portland, Tigard is Oregon's 12th largest city with a population of 49,135. The city is largely residential, and offers a mix of industrial, commercial and retail space, which results in a daytime population approaching 100,000.

Tigard has preserved its unique small-town character, but because of the demands placed on its transportation, water, and public safety resources, Tigard faces big-city infrastructure issues.

Three major thoroughfares (Interstate 5, Highway 99W and Highway 217) converge in Tigard. This creates some of the highest daily traffic volumes in the state, especially during peak commute times. The ever-increasing traffic and population growth in the region continue to outpace infrastructure improvements, and results in millions of dollars in transportation delay costs per month.

Tigard's new economic development program focuses on attracting, supporting and nurturing investment in our community. Program activities cultivate the relationships and data necessary to grow our economy. Partnerships with the private sector encourage innovation and entrepreneurship.

Tigard continues to work with its regional partners toward creative solutions that address infrastructure and service delivery challenges. We are committed to responsible stewardship of public funds and to making sound fiscal decisions that will guide us toward a sustainable future.

Grant Priorities



Fields Economic Development Site

The Fields property, located in Tigard's industrial corridor, is made up of more than 42 acres of industrial land. The property is bounded by an active rail line and rail car switching yard, and a privately owned rail line.

The Fields site has a combination of development challenges including lack of infrastructure, a steep slope, and a variety of permitted land uses. However, the parcel size and the site's close proximity to Interstate 5 and Highway 217, make this property marketable. The City of Tigard is working with private sector partners to refine development scenarios, and explore infrastructure and financing options.

Public and private sector development of this site could support a balance of residential and economic activity. This might include flexible (office/manufacturing) space for 15–20 businesses, 10–15 acres of multi- and single-family residential development, and the addition of 750–1,000 jobs.

We are currently investigating U.S. Department of Commerce Economic Development Administration Program funding as a possible contribution.

Downtown Tigard Brownfield Assessment

Tigard is seeking funds to support site investigations and community planning for productive reuse of sites in the downtown, as well as priority sites in Tigard's industrial and employment areas. Tigard and community members envision a more vibrant and prosperous downtown.

Progress has been made—several projects have been completed or are about to commence. A major challenge to redevelopment, however, has been the need to assess

downtown properties for environmental issues.

Approximately 60 properties in this area have been identified as contaminated, or potentially contaminated, from previous uses. Tigard supports the cleanup and revitalization of these properties, and plans to provide incentives to property owners to address brownfield challenges.

REQUEST AMOUNT: \$400,000

Police Interoperable Communications

Because of federal mandates, the regional dispatch center in Washington County will be moving from an analog communications network to 800MHz digital format. All radios operated by first responders in the region must be replaced by 2018. The Tigard Police Department will need to replace 99 portable and 56 mobile devices. The digital format will provide additional benefits, including greater capacity and flexibility for transmitting data, and allow for seamless communications between the city, county and other first responders on the network.

REQUEST AMOUNT: \$250,000



Tigard/Metzger Farm to School Program

The city is working with the Tigard Tualatin School District and the Oregon Human Development Corporation YouthSource to enhance farm to school operations at Metzger Elementary. Metzger Elementary serves the highest Spanish-speaking student body in Tigard and the highest percentage of students receiving free and reduced-price meals in the district. The partnership will produce nutritious, local organic produce for low-income populations by growing them year-round at Metzger Elementary School.

REQUEST AMOUNT: \$100,000

Promote the Farmers Market in Downtown

The Tigard Area Farmers Market is focused on bringing farmers, community and nonprofits together in a way that benefits all. The market is seeking additional resources to promote a new location in downtown Tigard to expand producer-to-consumer opportunities in a larger space. Funds are needed for signage, including permanent wayfinding signs, and a kick-off event to promote the newly expanded market to the community.

REQUEST AMOUNT: \$100,000



Safe Routes to Schools

The city has identified its future vision to become "The most walkable community in the Pacific Northwest where people of all ages and abilities enjoy healthy and interconnected lives."

A key aspect of this vision is to ensure that children have safe routes to walk to school. The incomplete sidewalk connection on SW Murdock, from SW 103rd to a sharp curve in front of Templeton Elementary, prevents children from walking to school safely.

REQUEST AMOUNT: \$2,000,000

Automated License Plate Recognition Equipment

Automatic License Plate Recognition (ALPR) is a surveillance method that uses optical character recognition to read vehicle registration plates.

Tigard has major state highways intersecting the city and some of the busiest roads in the state. ALPR could be used to track stolen vehicles, Amber Alert suspects and identify drivers operating on a suspended license.

REQUEST AMOUNT: \$238,000

Hall Boulevard—Burnham Street to Durham Road

This project will add turn lanes at key intersections, illuminate, add transit stop amenities and fill in the sidewalk gap along Hall Boulevard from downtown Tigard to Durham Road.

REQUEST AMOUNT: \$7,100,000

Highway 217 Interchange with 72nd Avenue

Evaluate and develop a conceptual design to address transportation issues in the area of the interchange of Highway 217 with 72nd Avenue. This project will focus on the ramp terminals, cross street and streets intersecting 72nd Avenue.

REQUEST AMOUNT: \$800,000

Projects Supported by the City of Tigard



Pacific Highway (99W)/Barbur Boulevard High Capacity Transit Alternative Analysis

An alternatives analysis and preliminary engineering study is needed to determine the best high-capacity connection to provide transportation options to connect downtown Portland, Tigard, King City, Tualatin and Sherwood. Reductions in automobile trips will reduce roadway congestion and pollution, reduce accidents and set the groundwork for efficient development along the transit line.

TOTAL COST: \$11.4 MILLION; FEDERAL REQUEST: \$1 MILLION

Columbia River Crossing Project

The City of Tigard strongly supports the Columbia River Crossing (CRC) Project, which is a long-term, comprehensive solution to problems on Interstate 5 near the Columbia River. The I-5 corridor is the backbone of a network of roads that provide access to the region, which is more susceptible to long-term economic losses from congestion than other areas because of its ties to trade.

Lake Oswego-Tigard Water Partnership

In August 2008, the cities of Lake Oswego and Tigard formally endorsed a partnership agreement for sharing drinking water resources and costs. Lake Oswego's water supply system is near capacity, and key facilities need expansion and upgrades. Tigard residents need a secure, dependable water source. Both cities want to keep water affordable for their customers and sharing the cost of new infrastructure to serve both communities does that.

TOTAL COST: \$240 MILLION

Policy Items

Support Robust Transportation Reauthorization Bill

Congress should develop a comprehensive legislative effort to create jobs by providing robust funding for bridges, highways, mass transit and other local infrastructure needs.

FY 2015 Program Levels

Maintain adequate funding levels for TIGER, CDBG, HOME, Byrne, COPS, EDA, Assistance to Firefighters Funding.

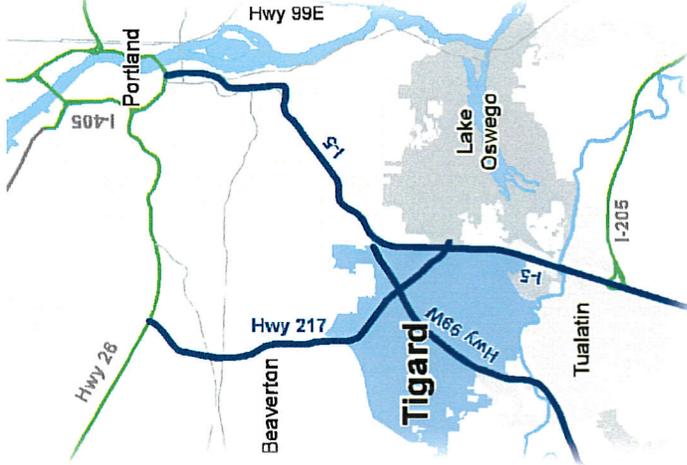
Protect Municipal Bonds

The city strongly supports protecting tax-exempt municipal bonds from being eliminated or limited. Interest earned from municipal bonds issued by state and local governments have been exempt from federal taxation since 1913. These bonds are the primary financing mechanism for state and local infrastructure projects.

Local governments save an average of 25–30 percent on interest costs with tax-exempt municipal bonds because investors are willing to accept lower interest in conjunction with the tax benefit. If the exemption is eliminated or limited, states and localities will pay more to finance projects, leading to less infrastructure investment, fewer jobs, and greater burdens on citizens who will have to pay higher taxes and fees.

Secure a Tigard Zip Code

Tigard staff is investigating the process to secure a distinct Tigard mailing address, instead of the current Portland designation.



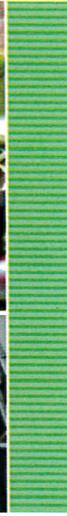
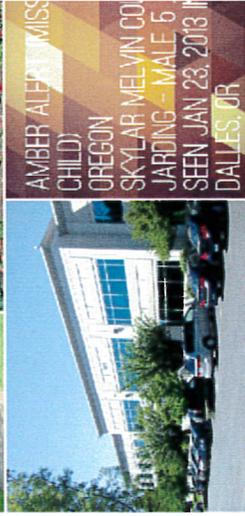
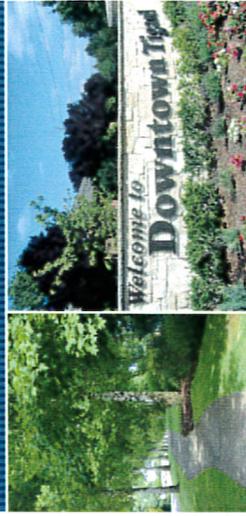
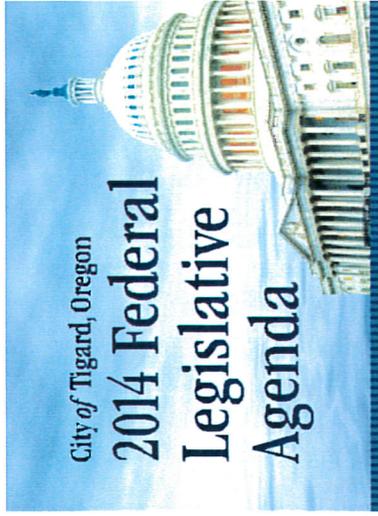
For more information...

More information about these projects and Tigard's vision for the future can be found on our website at www.tigard-or.gov. Please don't hesitate to contact us for additional information.

- Mayor John L. Cook, 503-718-2476, mayorcook@tigard-or.gov
- City Manager Marty Wine, 503-718-2486, marty@tigard-or.gov
- Assistant City Manager Liz Newton, 503-718-2412, liz@tigard-or.gov



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www.tigard-or.gov



AIS-1949

8.

Business Meeting

Meeting Date: 11/25/2014

Length (in minutes): 15 Minutes

Agenda Title: Legislative Public Hearing: Consider an Ordinance to Amend the Tigard Municipal Code (TMC) 3.44 Sale of Surplus Real Property

Submitted By: Sean Farrelly, Community Development

Item Type: Ordinance
Public Hearing - Legislative
Public Hearing - Quasi-Judicial

Meeting Type: Council
Business
Meeting -
Main

Public Hearing: Yes

Publication Date:

Information

ISSUE

Shall Council adopt the ordinance to update TMC 3.44 concerning the Sale of Surplus Real Property?

STAFF RECOMMENDATION / ACTION REQUEST

Staff recommends approval of the proposed Tigard Municipal Code Amendment.

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. 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.

Staff briefed the City Council regarding the proposed amendment on October 28, 2014.

Due to the timing of urban renewal projects, the immediate availability of the flexibility provided in this proposed ordinance is beneficial to the public welfare. The ordinance includes a finding that an emergency exists, so it can take effect immediately after adoption by the City Council and signature of the Mayor.

OTHER ALTERNATIVES

Council could modify or deny the proposed Tigard 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)

Tigard Comprehensive Plan

Economic Development

Goal 9.1 Develop and maintain a strong, diversified, and sustainable local Economy

Goal 9.3 Make Tigard a prosperous and desirable place to live and do business

DATES OF PREVIOUS COUNCIL CONSIDERATION

October 28, 2014

Fiscal Impact

Fiscal Information:

While the exact fiscal impact to the city is unknown, the result of this change will impact city finances. Under existing code, city property will be sold to the highest bidder, presumably at market rates. This change will allow the transfer of city property to the urban renewal agency. Under this change, the city may get no direct financial benefit; instead the urban renewal agency will be able to discount the cost of the property to incentivize redevelopment of downtown and produce a positive community impact. The intent is that the benefit to the community outweighs the loss to city financials.

Attachments

Ordinance

Redline of TMC 3.44

**CITY OF TIGARD, OREGON
TIGARD CITY COUNCIL
ORDINANCE NO. 14-**

AN ORDINANCE AMENDING TIGARD MUNICIPAL CODE TO AMEND
SECTION 3.44.15 AND ADOPT A NEW SECTION AUTHORIZING THE
TRANSFER OF PROPERTY TO A CITY URBAN RENEWAL AGENCY

WHEREAS, ORS Chapter 271 permits cities to transfer property not needed for public use or when the public interest will be furthered and

WHEREAS, the City Council finds it in the public interest to authorize the transfer of such property to a city urban renewal agency pursuant to ORS Chapter 457 as permitted by state law.

NOW, THEREFORE, THE CITY OF TIGARD ORDAINS AS FOLLOWS:

SECTION 1: Section 3.44.15 of the Tigard Municipal Code is amended as follows (added language underlined):

3.44.15 Except as provided in 3.44.30, 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.

SECTION 2: The Tigard Municipal Code is further amended to include and incorporate a new section 3.44.30, as follows:

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.

SECTION 3: The sections, subsections, paragraphs and clauses of this ordinance are severable. The invalidity of one section, subsection, paragraph, or clause shall not affect the validity of the remaining sections, subsections, paragraphs and clauses.

SECTION 4: The City Council finds that the immediate availability of the flexibility provided in this Ordinance is necessary to protect the public welfare.

SECTION 5: For the reasons set forth in Section 4, an emergency is declared to exist and this Ordinance takes effect upon adoption by the City Council and signature of the Mayor.

PASSED: By _____ of all council members present after being read by number and title only, this _____ day of _____ 2014.

Carol A. Krager, City Recorder

APPROVED: Approved by Tigard City Council this _____ day of _____, 2014.

John L. Cook, Mayor

Approved as to form:

City Attorney

Date

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-1812

9.

Business Meeting

Meeting Date: 11/25/2014

Length (in minutes): 15 Minutes

Agenda Title: MEDICAL MARIJUANA UPDATE

Submitted By: John Floyd, Community
Development

Item Type: Update, Discussion, Direct Staff

Meeting Type: Council
Workshop
Mtg.

Public Hearing: No

Publication Date:

Information

ISSUE

Update Council on status of Medical Marijuana Project and public outreach efforts in advance of public hearings before the Planning Commission. Discussion of upcoming state ballot measures and their possible effects on legislative options for regulation of medical marijuana within the City.

STAFF RECOMMENDATION / ACTION REQUEST

Receive information and provide staff direction.

KEY FACTS AND INFORMATION SUMMARY

At Council's request, staff conducted public outreach efforts to try to elicit a more nuanced understanding of community concerns and desires for the regulation of medical marijuana distribution with the City. On November 25 staff will update Council on the results of those efforts, including the results of the fall election and the status of future code updates.

OTHER ALTERNATIVES

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

DATES OF PREVIOUS COUNCIL CONSIDERATION

February 11, 2014

April 15, 2014

April 22, 2014

July 22, 2014

Attachments





City of Tigard Memorandum

To: Mayor Cook and Tigard City Council
From: John Floyd, Associate Planner
Re: Medical Marijuana Outreach Results
Date: November 3, 2014

Outreach Summary

At Council's request, staff conducted public outreach efforts to try to elicit a more nuanced understanding of community concerns and desires for the regulation of medical marijuana distribution within the city. These outreach efforts included the following:

- Establishment of a project website to disseminate information, including the construction of an online, interactive forum to encourage and facilitate more nuanced and deliberative feedback.
- Topical article in Cityscape (September 2014)
- Direct written outreach to interested parties including advocacy groups and potential operators requesting both formal and informal feedback
- Press releases sent to major media outlets
- Verbal conversations with journalists, real estate professionals, and potential business operators
- Informal survey of Tigard business owners (pending)

While results from the business community are pending, staff received written responses from only nine community members. A roughly equivalent number of general phone inquiries were received, with no associated written comments.

- Responses were a roughly even split between email (4 responses) and an online forum created to garner input and dialogue on the matter (5 responses).

- Response rates were not at the level desired. One organization said their members were eager to participate but reluctant to make public statements due to the tone of conversation at previous forums on the topic. When assured by city staff that the online forum was moderated to prevent uncivil conduct, response rates still did not increase.
- Of the nine who self-selected to respond, four were strongly opposed to regulation, one was neutral, and four were in favor of local regulation.
 - Two respondents were in favor of a total ban on dispensaries within the city.
 - Three were in favor of local regulation of dispensaries, including one respondent who advocated for a 2,500 foot buffer from locations where children are present.
 - One was concerned about seniors and the disabled losing access to medical marijuana.
 - Two were firmly opposed to local regulation, believing it should be regulated in a manner similar to alcohol or firearms.
- Multiple phone respondents were taking a wait-and-see approach to potential regulations before submitting comments.

Potential Business Activity in Tigard

Staff has fielded a large volume of calls from realtors, property owners, and potential business owners regarding the temporary prohibition on dispensaries and potential future regulations of cannabis based businesses. The following is a short summary of common themes and questions:

- Several potential business owners believed Tigard was an underserved market, and the saturation of businesses in Portland was pushing them into Washington County.
- Pacific Highway was overwhelmingly viewed as the most desirable location for their business.
- Multiple property owners and real estate agents said they had received multiple and frequent inquiries regarding the lease or sale of a property to a dispensary or processing facility.

Given this information, it is reasonable to assume that Tigard will experience an influx of new businesses and investment in this sector once the temporary prohibition is lifted.

Measure 91

As Council is aware, Oregon voters legalized the recreational use of marijuana by voting to approve Measure 91 by a 12% margin (55.97% to 44.03% with a 69.5% statewide turnout). The measure passed by a slightly narrower margin within Washington County, and with a lower than normal participation rate as compared to historical turnout for Washington County (66% in contrast to 71.9% in 2010). While the bulk of this measure does not take effect until July 1, 2015, the market and local governments are beginning to respond to this impending change in legal status of marijuana.

Tigard's ability to regulate this new economic sector, should Council choose to do so, remains relatively unchanged. Under Section 59 of the measure, "Cities and counties may adopt reasonable time, place and manner regulations of the nuisance aspects of establishments that sell marijuana to consumers if the city or county makes specific findings that the establishment would cause adverse effects to occur." This limitation on local regulations is consistent with previous council direction to prepare a draft ordinance that would address nuisance issues associated with the entire chain of marijuana production and distribution. As of the writing of this memo, a draft proposal and associated maps are nearing completion for Council and public review.

AIS-1976

10.

Business Meeting

Meeting Date: 11/25/2014

Length (in minutes): 5 Minutes

Agenda Title: Discussion of Upcoming PMP Overlay Engineering Design Services Contract

Prepared For: Joseph Barrett

Submitted By: Joseph Barrett, Financial and Information Services

Item Type: Update, Discussion, Direct Staff **Meeting Type:** Local Contract Review Board

Public Hearing No

Newspaper Legal Ad Required?:

Public Hearing Publication

Date in Newspaper:

Information

ISSUE

This will be a briefing of an upcoming contract before the Local Contract Review Board for pavement overlay engineering design and inspection services for the City's pavement management program to Murray, Smith & Associates, Inc.

STAFF RECOMMENDATION / ACTION REQUEST

Staff will provide a briefing and will seek input regarding additional information the Local Contract Review Board would like to see in determining the award of a contract for pavement overlay engineering design services for the City's pavement management program to Murray, Smith & Associates, Inc. for a potential five-years and \$1,350,000 over the life of the contract.

KEY FACTS AND INFORMATION SUMMARY

The yearly Pavement Management Program (PMP) protects the city's investment in street infrastructure. The program typically includes a combination of minor maintenance projects (slurry seal applications) and major maintenance projects (pavement overlays). In a pavement overlay project, the pavement on a street has deteriorated due to traffic usage and weather, and is at the point where pavement repairs and overlays are necessary to avoid further deterioration and return the street to a good condition.

The project's contract that will be coming before the LCRB for award in the near future is for design services related to the pavement overlay portion of the program. Work included under this contract will include:

- An evaluation of existing pavement,
- Recommendations of pavement treatments,
- A survey of existing curb ramps,
- Design of curb ramp retrofits to meet ADA requirements,
- Design of the paving work, and
- Inspection of the paving and curb ramp work.

The city typically solicits these services each year but worked to develop the potential contract for the work as a one-year contract with the option of four additional one-year extensions. This should give the project some longer term stability and save on internal cost associated with the yearly solicitation costs.

The city issued a qualification-based RFP on October 6, 2014 and received proposals from four firms before the October 23 due date. The city's review team reviewed and scored the proposals based on the criteria set forth in the RFP document. The criteria was as follows:

- Firm Qualifications and Specific Experience of Key Staff (40%),
- Project Approach (30%), and
- Project Samples (30%)

As this was a qualification-based RFP due to the specific service no pricing criteria (hourly rate, estimated hours, total cost, etc.) was able to be used and negotiations were to be conducted once the top-qualified proposer was determined. The results of the scoring were as follows:

1. Murray, Smith & Associates, Inc. (97.67 average score)
2. Otak (87.67 average score)
3. Wallis Engineering (79.67 average score)
4. Project Delivery Group, LLC (70.33 average score)

Based on the scores, staff moved forward on negotiations with Murray, Smith & Associates, Inc. The results of those negotiations are the first-year estimate of \$265,508. Approximately \$165,000 is for design work to be done in the winter and spring of 2015, to be paid in fiscal year 2014-15. Approximately \$100,000 is for inspection work to be done in the summer of 2015, to be paid in fiscal year 2015-16. The cost of future years was projected using this figure to develop an estimated total contract cost of \$1,350,000 over the possible five years.

OTHER ALTERNATIVES

The Local Contract Review Board may elect to not award the contract and direct staff to re-solicit the services and bring a new contract award before the Board in coming months. It should be noted that this would likely result in the city becoming late in the overlay work and could lead to much higher bids for the actual construction contract.

The Local Contract Review Board may elect to award only a single year of the work rather than include the four one-year options and direct staff to solicit the work for future years at a later date. The contract would then be reduce down from a potential \$1.35 million to approximately \$265,000.

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

DATES OF PREVIOUS COUNCIL CONSIDERATION

This is the first time the Local Contract Review Board has seen this contract.

Fiscal Impact

Cost: \$1,350,000

Budgeted (yes or no): Yes/Future

Where budgeted?: CIP # 95001 from Street Maintenance Fund

Additional Fiscal Notes:

The proposed contract will be for one year with four additional one-year options. The total duration of the contract may not exceed five years. The estimated total five-year expenditure against this contract is estimated at \$1,350,000. The total contract amount for calendar year 2015 is not to exceed \$265,508. Of this amount, \$165,857 is for design work to be done in the winter and spring of 2015, which will be paid in fiscal year 2014-15. The remaining \$99,651 is for construction management and inspection work to be done in the summer of 2015, which will be paid in fiscal year 2015-16.

Future years are anticipated to follow a similar pattern of design work in the winter and spring for construction in the summer.

Attachments

2015 Design and Inspection Scope

2015 Design and Inspection Fee

**SCOPE OF WORK
CITY OF TIGARD
ENGINEERING SERVICES FOR
2014 PAVEMENT MANAGEMENT PROGRAM**

Background

The City of Tigard's transportation system includes about 152 miles of City-owned surface streets of varying size and capacity requiring periodic maintenance to keep them operational. The City established a Street Maintenance Fee in 2003 to address maintenance needs for these streets. A significant portion of the fees collected are to be spent on reconstruction/restoration of existing roadways. MSA provided services to the City in 2013 to complete pavement rehabilitation designs initially started by the City, and provided full design and construction administration services to the City in 2014.

Project Description

This project will include the design and construction of streets identified for pavement rehabilitation in 2015. Street segments being considered for pavement rehabilitation are listed below in Table 1. This list represents the "200%" list relative to available funding. Streets are generally in order of priority based on current information. It is expected that this list will be reduced to fit available funding.

Key Assumptions:

- Geotechnical information will be developed for the 200% list shown below.
- Project designs will be developed only for the reduced 100% list (currently assumed to be Old Gaarde through Summercrest Drive).
- Total curb ramps to be evaluated and (re)constructed will be approximately 115 based on the anticipated 100% list.
- Curb ramps designs will be developed to approximate total footprint for bidding purposes. Final layout will be coordinated in the field with the contractor to meet the public right of way accessibility guidelines.

Table 1: 200% Street List

Street	From	To	ADT	Heavy	Length	Area	Curb Ramp Corners
Gaarde (Old)	Gaarde	Hwy 99W	2,500	30	450	16200	2
North Dakota	Gallo	Springwood	2,600	30	4,000	120000	35
115th	50's of N.	Cottonwood Ln	1,600	10	900	51200	6
92nd Ave	Durham	Waverly	3,000	60	1,500	66000	8
Nimbus Ave	Scholls Ferry	End	3,000	60	1,150	55200	2
72nd Ave	217 Ramps	Beveland	1,3000	650	900	32400	6
Dartmouth St	99W	Atlanta	8,000	250	310	14880	1
78th Ave	Pfaffle	99W	8,000	200	330	13200	2
72nd Ave	99W	McD's Dwy	10,000	400	400	20000	2
Walnut St	99W	Tiedman	9,000	200	3,000	108000	14
Springwood Dr	East of 121st	Scholls Ferry	1,200	12	2,400	76800	21
Summercrest	Tigard Dr	North Dakota	900	10	2,100	63000	10
Ventura Ct	Barbara	Alfred	800	10	1,450	46400	2
74th	Barbara	Taylor's Ferry	700	10	1,500	42000	5
Landmark Ln	72nd Ave	End	600	60	700	26600	1
96th Ave	Murdock	Sattler	800	30	900	24300	3
Kable	98th	100th	1,200	15	700	23800	4
109th Ave	Highland	Naeve	800	10	300	9600	6
Fanno Creek Dr	Bonita	80th	1,000	12	1,200	38400	6
Grant Ave	Walnut	McKenzie	1,500	20	450	14400	1
Grant Ave	Johnson	Tigard	2,200	20	1,100	37400	1
Oak St	Hall	90th	2,000	30	1,400	42000	2
Oak St	69th	71st	600	10	820	21320	0
Brookside Dr	Walnut	Johnson	500	5	950	30400	3
Frewing St	Ash Ave	O'Mara	400	4	2,000	18000	0
Grant Ave	Park St	School St	400	4	700	21000	3
Sub-Total						1,032,50	146

The City anticipates having the following construction budget (design and construction engineering services separate) available for this work.

Fiscal Year (Construction Year)	Construction Budget
2015-16 (2015)	Approximately \$1,300,000

The Consultant will develop pavement rehabilitation designs and produce a bid package to complete this work and incorporate City comments as received. Typical street treatments are expected to be overlays, grind and inlays, and localized pavement repairs if needed.

City Responsibilities

The City will be responsible for the following:

- Reduce 200% street list to 100% list for use by consultant in developing designs.
- Provide a project engineer/manager who is responsible for overall project development and management and for coordination between the consultant and the City.
- Establish the work scope and design parameters for each project, including the final street list and required standards.
- Provide the Consultant copies of all available, relevant City utility "as-built" plans, topographical maps, reports and studies pertinent to the project.
- Provide Consultant with GIS technical support including a base map based upon coordinate geometry with aerial photography and topographic contours.
- Provide Consultant with the City's standard drafting frame, title block and any standards required to be followed if applicable.
- Provide Consultant with digital copies of the City's standard construction specifications, details and "front end" bidding document sections.
- Provide the Consultant with average daily traffic and percent heavy vehicles for each street. Collaboratively work with Consultant to determine reasonable distribution of heavy vehicle classifications.
- Participate in field walk through with Consultant staff to verify pavement rehabilitation treatments.
- Provide timely review and comment on drawings, bid items and quantities, and estimate submitted by Consultant to City for review and approval.
- Maintain records and process consultant invoices.
- Provide legal review of all contracts, bid forms, and real property.
- Provide notifications as necessary to the public and business community regarding the nature and timing of the work to be completed.
- Advertise and manage the bidding process for construction.
- Review and approve contractor payments and any construction contract change orders.
- Provide public notifications regarding construction schedule and impacts.
- Perform final inspection and provide feedback for punchlist items.

Proposed Scope of Services

The scope of design services for the contemplated work is presented below.

Task 1 – Project Management

This effort covers the administration and coordination of the Consultant's staff, subconsultants, and the interface with the City project manager and other City staff. The effort will include the following subtasks:

- Schedule, prepare for, and conduct a project kick-off meeting to review the purpose and scope of the project.
- In addition to the project kickoff meeting, budget assumes two (2) additional meetings. The meetings will occur after the 50% submittal and after the 90% design submittals respectively. Consultant shall schedule and lead project meetings and prepare meeting agendas and minutes. For estimating purposes, it is assumed two (2) MSA team members will be present at each team meeting.
- Coordinate submittal and review of plans, bid items and quantities, and estimate by the City at the 50% and 90% level of completion.
- Process and submit monthly billings with a summary of project status by task and subtask, including a summary of invoicing from subconsultants retained for this project.
- Preparation and maintenance of the overall project schedule including adding staff, subconsultants and other resources as needed to meet scheduled milestones.

Task 1 Deliverables

- Invoices (monthly)
- Project Design Schedule
- Meeting agendas and minutes for meetings

Task 2 - Surveying

Task 2.1 Preliminary Monument Research

Since grind/inlay and overlay pavement rehabilitation has the potential to disturb existing monument, research will be completed to determine which monuments may be affected. It is also possible property corners may be disturbed as part of curb ramp construction. To minimize the risk of disturbance, work will include:

- Research Washington County survey records for recorded surveys, subdivision plats and road drawings that show the location of all survey monuments and property corners that have been previously set within the work limits.
- Research City of Tigard Benchmark records that describe the location of any city benchmarks in the areas of construction.
- Field verify presence of monuments, property corners and benchmarks.
- Using the research described above, provide a markup of the approximate locations on the project plans and incorporate this information into the plans in the 90% design documents (Task 6).

Task 2.2 Pre-Construction Monument Survey

It is assumed the contractor will be required to preserve or install monument boxes as needed to aid in the process of re-establishing monuments and property corners. Consultant shall provide pre-construction survey services for preserving monuments, property corners and benchmarks described as follows:

- Includes establishing survey control and field locating existing centerline monuments, property corners and benchmarks within the limits of construction.
- Staking the location of box monuments that will be installed during construction.

Task 2.3 Post-Construction Monument Survey

Consultant shall provide post-construction survey services for preserving monuments, property corners and benchmarks described as follows:

- Checking monument locations after construction.
- Re-setting centerline monuments, property corners and benchmarks that are destroyed during construction.
- Preparation and filing of a Post Construction Record-of-Survey with Washington County Surveyor's Office.
- File the survey with Washington County.

Task 2 Deliverables

- Monument locations integrated into project plans
- Filed post-construction survey with Washington County

Task 3 - Utility Coordination

Minor utility conflicts are anticipated for this project relative to pavement elevation changes (overlays) and curb ramp replacements. Utility adjustments during paving operations are anticipated to include valve box (gas and water) adjustments and manhole (storm, sewer and other) adjustments. Depending on each curb ramp design, above ground utility facilities may also need to be adjusted. Adjustments to City-owned facilities will be incorporated into the design.

Utility coordination efforts will include:

- Develop a utility contact information list and email project information letters to all utility companies involved to explain nature of the work.
- Provide project preliminary plans to each utility at 50% and 90%.
- Maintain a record of correspondence with utility companies.
- Identify conflicts and issue conflict notices to impacted utilities.
- Coordinate with private utilities to resolve utility conflicts and finalize utility relocation requirements as appropriate. Affected utilities will be responsible for developing their relocation designs. Consultant shall review each utility's relocation plans and proposed schedule, provide written comments and issue approval.

Task 3 Deliverables

- Utility contact list
- Project information letters and conflict notices to each affected utility
- Reviewed utility relocation plans with comments and recommendations

Task 4 - Pavement Services

The City anticipates roadway rehabilitation will generally consist of overlay and grind and inlay paving where possible. In addition, some locations may require base repair or general reconstruction. The field investigation strategy will consist of shallow subsurface explorations, dynamic cone penetrometer (DCP), ground penetrating radar (GPR) testing, and field distress surveys. Information gathered during the field investigations will be used, together with the traffic data, to determine recommended rehabilitation strategies based on the AASHTO design procedure with the overall aim of minimizing grade increases and limiting overlays to 2 inches. The specific scope of services will include the following:

- Attend a meeting with City staff and the City's civil engineering representative to discuss pavement design approach, options, and project team plan.
- Review past City data regarding pavement construction, maintenance, and rehabilitation at each road section.
- Conduct GPR tests in the outside wheel track of the main travel lanes on each street using a 2 GHz truck-mounted horn antenna.
- Analyze truck-mounted GPR data and provide a plot of estimated AC thickness by pavement station. GPR data to be compared to the subsurface exploration data.
- Complete up to 64 pavement cores with locations at the discretion of the engineer for the purpose of GPR comparison and pavement condition assessment. Complete cores at crack locations where possible to verify top-down or bottom-up cracking. This assumes approximately one to three cores for the majority of street sections listed above and approximately 4 to 8 cores for the four segments with the greatest lengths. Cores to be terminated at the bottom of the AC.
- Conduct DCP testing at each core location. Tests will be conducted through the base aggregate (if present) and into the subgrade soil to estimate the thickness and resilient modulus of the base layer as well as the resilient modulus of the subgrade.
- Compare the results of core sampling to the GPR data and adjust GPR results as appropriate.
- Provide a report summarizing the above undertakings, findings, and rehabilitation recommendations.
- Conduct field visit with City staff with report in hand for use in reviewing site specific conditions and constraints. Conduct visit after ADA compliancy review so Consultant can also inform the City on which ramps will be reconstructed.
- Utilize pavement investigation data and field visit observations to develop final pavement rehabilitation recommendations and designs as part of Tasks 5, 6 and 7 below.

Task 4 Deliverables

- Report summarizing field investigation results and preliminary rehabilitation recommendations.

Task 5 - 50% Design

During this phase, Consultant will develop engineering plans which reflect typical grind and inlay and overlay treatments. The plans will establish appropriate project limits, identify the design sections and edge and longitudinal treatment details, address catch basin treatments to appropriately manage bicycle and drainage concerns, establish which curb ramps need to be modified or replaced to meet ADA requirements and identify typical traffic control. Striping plans will be deferred until the 90% stage. Plan sheet format will generally follow the same format used for the 2014 project. Specific requirements under this task include:

- Complete a review of the City's existing mapping, as-builts, aerial photographs, topographic surveys and GIS information.
- Integrate available base mapping into project plan sheets.
- ADA compliance review:
 - a. Obtain and review City curb ramp inventory information and incorporate data into the ADA compliancy review.
 - b. Complete office desktop review at each street crossing within paving limits utilizing readily available aerial and streetview imagery. Determine where existing curb ramps exist and where new curb ramps are needed. Where sidewalks do not exist, no curb ramps are required for ADA compliance. Document existing/future ramp locations and initial review findings for each ramp utilizing FHWA checklist for ADA compliancy.
 - c. Complete follow-up field evaluation of existing curb ramps and take measurements using FHWA checklist to determine ADA compliancy.
 - d. Make determination of where curb ramps need to be replaced and/or added to meet ADA requirements.
 - e. Develop conceptual sketches of curb ramps with approximate limits.
 - f. Show curb ramp replacement/retrofit locations in the 50% plans and incorporate into cost estimate.

- Develop pavement treatment recommendations and incorporate treatments for each street.
- Establish appropriate project limits, identify the design sections and edge and longitudinal treatment details, address catch basin treatments to appropriately manage bicycle and drainage concerns and identify signal loops (ODOT or other) which may be impacted.
- Prepare a 50% level cost estimate and bid schedule in a format acceptable to the City. Consultant will divide estimate and bid schedule into multiple bid schedules as directed by the City and depending on available funding.
- Prepare 50% construction plans (1" = 30' scale on half size sheets) and details as needed to clearly describe the work to be constructed. Construction plans shall, at a minimum, include civil notes, details and sections, and street improvement plans. For streets requiring more detail (arterials and some collectors), the construction plans may also include striping plans, signal detection, demolition and erosion control plans. It is assumed paving layout sheets and some details will be provided at this stage with striping layout sheets to be added at the 90% design level.

Task 5 Deliverables

- ADA compliance documentation, as necessary
- Electronic versions of the 50% plans, bid items and quantities, and cost estimate (PDF and Excel).

Task 6 - 90% Design

The 90% design submittal shall be advanced from the 50% submittal (incorporating all review comments). Additional tasks in addition to those listed above include:

- Coordinate with ODOT as needed for signal loop replacements, curb ramp replacement and other work as may be necessary on ODOT right-of-way.
- No other permitting needs are anticipated.
- Coordinate survey (Task 2) as needed for curb ramps to be reconstructed or added.
- Refine curb ramp retrofit/replacement designs in conformance with Public Right-of-Way Accessibility Guidelines (PROWAG) and the ODOT/APWA standard drawings utilizing survey mapping. Include sufficient curb ramp layout information in project detail sheets sufficient for quantity take-off and initial field layout purposes. Curb ramp details will generally include slope direction, basic ramp dimensions, curb type and surface utility information. For estimating purposes, it is assumed up to 109 intersection corners with curb ramps will be (re)constructed. It is assumed final ramp limits will be field verified during construction based on measurement of formwork.
- Prepare front end contract documents using the City's most recent standard forms and technical specifications in ODOT/APWA format.

Task 6 Deliverables

- Electronic versions of the complete 90% contract documents including front end documents, technical specifications, plans, bid items and quantities, and cost estimate (PDF, Word and Excel).

Task 7 - Final Design

The final design submittal shall be advanced from the 90% submittal (incorporating all review comments). Additional tasks in addition to those listed above include:

- Continue coordination with ODOT as necessary to develop a draft permit with conditions to be included in the bid documents. It is assumed the selected Contractor will sign and finalize the permit with ODOT prior to work on ODOT right-of-way.
- Refine curb ramp designs as necessary based on City and ODOT feedback.

Task 7 Deliverables

- Electronic versions of the complete contract documents including final front end documents, technical specifications, plans, bid items and quantities, and cost estimate (PDF, Word, Excel and CAD).
- Provide one (1) reproducible set of construction plans. The construction plans shall include an 11"x17" (at 1" = 30') set of construction drawings and details.

Task 8 - Bidding Services

It is assumed the City will print, advertise and be the primary point of contact for bidder inquiries. Consultant services will include:

- Assist the City as needed in responding to all bidder inquiries during the bid period.
- Provide necessary bid addenda to address bidder questions, as needed.

Task 9 – Construction Phase Services

The Consultant will provide construction contract administration, inspection and HMAC quality assurance testing with support from the City for public notifications and other coordination related items as needed. Construction phase services will include:

- Attending a preconstruction meeting.
- Reviewing requests for information, clarifications and change orders.
- Review of contractor submittals, shop drawings and field testing (particularly focused on asphalt) for conformance to the design requirements of the project and in accordance with the requirements of the contract documents. Consult with and advise City as to the acceptability of substitute and "or-equal" items proposed for use by the contractor.
- Construction inspection to monitor the progress and quality of the work, including preparation of construction inspection reports. Inspection time is assumed to include five visits per week, ten hours per visit over a 10 week construction period plus an additional four visits per week, eight hours per visit over a four week period during high production times.
- Curb ramp layout coordination with the construction contractor to confirm ramps meet ADA compliance. Coordination is anticipated to include a pre-pour meeting, layout of demolition limits, checking of forms for every ramp location and spot checking grades after the pour.
- HMAC quality assurance testing (assume two separate HMAC mix verification tests taken at the asphalt plant and two separate HMAC compaction testing days verification on newly placed HMAC)
- Assistance in determining if non-conforming contract work should be rejected.
- Attendance at progress meetings (assume weekly for a total of two months) with contractor and City to address construction related issues.
- Reviewing and making recommendations for contractor monthly progress payments (assumed four progress payments).
- Attendance during the final inspection, preparation of a "punch list", and recommendation of final acceptance of work by the City.
- Provide Record Drawings representative of the "as constructed" project. Record Drawings will be completed electronically and provided in PDF format.

Preliminary Sheet List

The following is the anticipated list of plan sheets based on an assumed 100% list:

Running Total	Sheets	Sheet Number	Description
1	1	Cover	Vicinity Map, Sheet Index
2	1	C-1	Overlay Quantities, Legend & Notes
3-5	3	C-2 to C-4	Paving Details
6-33	28	C-5 to C-32	Curb Ramp Details
34-60	1	L-1 to L-27	Paving Layout - Gaarde (Old)
	5		Paving Layout - North Dakota
	2		Paving Layout - 115th
	2		Paving Layout - 92nd Ave
	2		Paving Layout - Nimbus Ave
	2		Paving Layout - 72nd Ave
	1		Paving Layout - Dartmouth St
	1		Paving Layout - 78th Ave
	1		Paving Layout - 72nd Ave
	4		Paving Layout - Walnut St
	3		Paving Layout - Springwood Dr
	3		Paving Layout - Summercrest Dr
61-65		CS-1 to CS-5	Striping Details
67-92		S-1 to S-27	Striping Layout (same format as paving layout shts.)

Proposed Fee Estimate

MSA proposes to perform this work on a time and expenses basis with a total not to exceed amount of \$265,508 including design and construction services in accordance with the attached Exhibit A.

Schedule

The design schedule for the 2015 bid package will accommodate an anticipated bid opening in April 2015 with anticipated NTP to the construction contractor in June 2015 and construction beginning in July 2015.

