



City of Tigard  
**Tigard Business Meeting – Agenda**

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**TIGARD CITY COUNCIL, CITY CENTER DEVELOPMENT AGENCY & LOCAL CONTRACT REVIEW BOARD**

**MEETING DATE AND TIME:** June 9, 2015 - 6:30 p.m. Study Session; 7:30 p.m. Business Meeting

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

**PUBLIC NOTICE:**

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

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

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

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

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

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

SEE ATTACHED AGENDA

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**VIEW LIVE VIDEO STREAMING ONLINE:**

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

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

Thursday	6:00 p.m.	Sunday	11:00 a.m.
Friday	10:00 p.m.	Monday	6:00 a.m.



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

6:30 PM

- **STUDY SESSION**

- A. COUNCIL LIAISON REPORTS

- B. DISCUSSION ON TIGARD SENIOR CENTER LEASE RENEWAL

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

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

- A. Follow-up to Previous Citizen Communication

- B. Tigard Area Chamber of Commerce

- C. Citizen Communication – Sign Up Sheet

3. CONSENT AGENDA: (Tigard City Council and 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: **7:35 p.m. estimated time**

A. RECEIVE AND FILE:

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

B. APPROVE CITY COUNCIL MINUTES:

- May 12, 2015

C. AUTHORIZE THE CITY MANAGER TO SIGN A SURPLUS WATER CONTRACT WITH THE JOINT WATER COMMISSION (JWC)

D. ESTABLISH MAYOR AND COUNCIL COMPENSATION WHICH SUPERSEDES RESOLUTION NO. 14-26

E. CONSIDERATION OF APPROVING TWO INTERGOVERNMENTAL AGREEMENTS FOR SAFE ROUTES TO SCHOOLS PROGRAMMING

F. LOCAL CONTRACT REVIEW BOARD:  
CONSIDER AWARD OF DIRKSEN PARK OAK SAVANNA CONTRACT

• *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. PROCLAIM MARK NEFFENDORF DAY IN TIGARD **7:40 p.m. estimated time**

5. AWARD "IF I WERE MAYOR, I WOULD..." CONTEST WINNERS **7:45 p.m. estimated time**

6. CONSIDER RESOLUTION CERTIFYING THAT THE CITY OF TIGARD PROVIDES SERVICES QUALIFYING FOR STATE-SHARED REVENUES **7:55 p.m. estimated time**

7. PUBLIC HEARING - CONSIDER RESOLUTION DECLARING THE CITY'S ELECTION TO RECEIVE STATE REVENUE SHARING **8:00 p.m. estimated time**

8. ADOPT CITYWIDE MASTER FEES AND CHARGES SCHEDULE REPLACING RESOLUTION NO. 04-99 AND RESOLUTION 14-31 AND SUBSEQUENT AMENDMENTS **8:05 p.m. estimated time**

9. PUBLIC HEARING - ADOPTING THE BUDGET, MAKING APPROPRIATIONS, DECLARING THE AD VALOREM TAX LEVY AND CLASSIFYING THE LEVY AS PROVIDED **8:15 p.m. estimated time**

10. PUBLIC HEARING - ADOPT CCDA FY 2016 BUDGET WITH ADJUSTMENTS, MAKE APPROPRIATIONS, AND IMPOSE AND CATEGORIZE TAXES **8:30 p.m. estimated time**
11. CONSIDER TIGARD-TRIMET TRANSIT POLICE INTERGOVERNMENTAL AGREEMENT **8:40 p.m. estimated time**
12. COUNCIL LIAISON REPORTS
13. NON AGENDA ITEMS **8:50 p.m. estimated time**
14. 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.
15. ADJOURNMENT **8:55 p.m. estimated time**

**AIS-2065**

**A.**

**Business Meeting**

**Meeting Date:** 06/09/2015

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

**Agenda Title:** Council Liaison Reports

**Submitted By:** Norma Alley, City Management

**Item Type:** Update, Discussion, Direct Staff

**Meeting Type:** Council  
Business  
Mtg - Study  
Sess.

**Public Hearing:** No

**Publication Date:**

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**Information**

**ISSUE**

Council will present liaison reports.

**STAFF RECOMMENDATION / ACTION REQUEST**

**KEY FACTS AND INFORMATION SUMMARY**

**OTHER ALTERNATIVES**

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

**DATES OF PREVIOUS COUNCIL CONSIDERATION**

N/A

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**Attachments**

*No file(s) attached.*

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**AIS-2237**

**B.**

**Business Meeting**

**Meeting Date:** 06/09/2015

**Length (in minutes):** 20 Minutes

**Agenda Title:** Discussion on Tigard Senior Center Lease Renewal

**Prepared For:** Loreen Mills, City Management

**Submitted By:** Norma Alley, City Management

**Item Type:** Update, Discussion, Direct Staff

**Meeting Type:** Council Business Mtg - Study Sess.

**Public Hearing:** No

**Publication Date:**

**Information**

**ISSUE**

Receive briefing regarding renewal of a 5-year lease for the use of the Senior Center with Meals on Wheels People and their provision of nutrition and social service programs for older adults.

**STAFF RECOMMENDATION / ACTION REQUEST**

Staff is briefing Council at this meeting and plans on recommending approval of the updated lease on 6/23/15 on Council's Consent Agenda.

**KEY FACTS AND INFORMATION SUMMARY**

- The Senior Center is well managed through Meals on Wheels People (formerly Loaves & Fishes) with Director Jay Gilbertson providing nutritional and social service programming for the area's older adults.
- The Tigard Senior Center is required to be used for senior/older adult services and programming through 11/2028. The building was originally constructed in 1982 to provide nutritional and senior services to the Tigard area. The construction was funded in part by Community Development Block Grant (CDBG) funds. The last CDBG funding for the Center's remodel was finished in November 2008. A requirement of CDBG funding is that the facility be used for older adult services for 20 years after the improvement is made. If the City chooses to not use the building for these services, it will have to pay back the full grant amount to the federal government.
- The current lease expires June 30, 2015 and has been in place for almost five years. The proposed lease is for a five-year period expiring June 20, 2020.

The following changes are in the new agreement:

1. Changing Lessee's name from Loaves & Fishes Center, Inc. to Meals on Wheels People.
2. Changing references from "the elderly" to "older adults". This will remove the stigma of the term elderly and also recognize the number of baby boomers who are served by the program.
3. Lessee will have use of the facility one more hour a week to better reflect their true hours of operation (from 7 AM Monday through 5 PM Friday each week).
4. Programming services will be held for the benefit of seniors and promote participation with seniors and their families. This reflects the need for families of seniors to receive support.
5. Clarification that Lessee may utilize other program providers at the Center to promote the Lessee's mission.
6. Clarification that internet and cable services are not provided by the City for the building.
7. Updates references to correct titles of those managing the lease by the City and Meals on Wheels People.
8. Updates insurance requirements to today's standards.

A copy of the redlined version of the lease is attached for your information.

## **OTHER ALTERNATIVES**

N/A

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

N/A

## **DATES OF PREVIOUS COUNCIL CONSIDERATION**

6/22/2010 - Tigard City Council approved the lease renewal for this current period (2010 through 2015).

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### **Fiscal Impact**

#### **Fiscal Information:**

The lease fee remains \$1.00/year. This fee is charged to meet legal requirements that necessitate an exchange of money for lease validity.

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### **Attachments**

Red-lined Lease Agreement

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## TIGARD SENIOR CENTER LEASE



THIS LEASE is made and entered into this 22nd day of June, 2010-2015, by and between the City of Tigard, an Oregon municipal corporation, hereinafter called City, and ~~Loaves & Fishes Center, Inc.~~ Meals on Wheels People, a private, non-profit Oregon corporation, hereinafter called Lessee.

WITNESSETH: In consideration of the covenants, agreements and stipulations herein contained on the part of Lessee to be paid, kept and faithfully performed, City does hereby lease to Lessee and Lessee hereby leases from the City the premises, including all improvements located thereon, as is, situated in the City of Tigard, County of Washington and State of Oregon, known and described as Tigard Senior Center, 8815 SW O'Mara Street, Tigard, Oregon.

The term of this Lease shall be for a period commencing the 30 day of June, 2010-2015 and ending at midnight on the 30th day of June, 2015-2020 at and for a rental of \$1.00 for each year or portion thereof during the said term payable in lawful money of the United States at the Tigard City Hall, 13125 SW Hall Boulevard, City of Tigard, State of Oregon 97223, initially at signing of this lease and then some time prior to July 1<sup>st</sup> of each year.

The Lessee contracts with Washington County to provide services to senior citizens, and desires to use the Tigard facility. The City desires to locate ~~Loaves & Fishes~~ Meals on Wheels People services in the Tigard Senior Center facility to provide services, programs and activities to Tigard-area residents. The City has determined that Lessee is qualified and capable of performing the services hereinafter required.

In consideration of the above, each party hereto does hereby covenant and agree as follows:

(1) LESSEE'S ACCEPTANCE OF LEASE

Lessee accepts said letting and agrees to pay to the order of City the rental stated above for the full term of this lease, in the manner aforesaid.

(2) USE OF PREMISES

Lessee shall use said premises for the following use and no other:

- Provision of nutrition and social service programs for ~~the elderly~~ older adults.

Said use may include operation of a nutrition and social service program for ~~the elderly~~ older adults, including, but not limited to, dining room and home-delivered meals, informational, educational, and recreational activities, information and referral, health screening, counseling, and fund-raising activities for the program, provided Lessee obtains proper land use and other approvals as may be required prior to initiating operation of said programs. Lessee may utilize additional nutritional and social service program providers to utilize the premises for programming consistent with Lessee's mission and the terms of this lease agreement.

Lessee and City will jointly continue to develop a method to monitor the performance of ~~Loaves and Fishes~~Meals on Wheels People programs and service delivery through the Tigard Senior Center. Program and service performance measurement reports are to be filed with City after the conclusion of each fiscal year and not later than October 15<sup>th</sup>. Benchmarks are as follows at the signing of this lease:

- Number of participants using nutrition programs
- Number of meals served
- Number of minorities served
- Number of volunteers and number of volunteer hours
- Number of participants using educational/recreational programming.

Lessee shall have use of the facility from Monday at 8:00 A.M. through Friday at 5:00 P.M. Lessee shall have first priority for additional use of the facility outside of the hours noted in this paragraph. Lessee's senior programming will target senior education and socialization opportunities. These groups must always ~~welcome seniors~~be held for the benefit of seniors and promote participation with seniors and their families and be approved or sponsored by the Center's Steering Committee.

City will have the right to use and permit the use by others of the building and the equipment, dishes, utensils, pots, pans, etc. under the following terms and conditions:

- 2.1 Center ~~Manager~~Director or designated representative will schedule all use of the facility between Mondays at 8:00 AM to Fridays at 5:00 PM. The City shall assign a designated person to schedule use of the facility for all time except between Monday at 8:00 AM through Friday at 5:00 PM. Such use shall not interfere with the daily use by Lessee or the facility for the operation of a nutrition and social service program for ~~the elderly~~older adult;
- 2.2 Lessee shall assure equipment, dishes, and utensils are left in a sanitary and safe condition;
- 2.3 City shall be responsible for use by such other users authorized by the City. City shall require such other users wishing to use the kitchen to meet with the Center ~~Manager~~Director or designated representative prior to use for kitchen use training. Costs incurred by Lessee resulting from other use will be reimbursed by the City;
- 2.4 City shall be responsible for the replacement of any equipment, plates, glasses, cutlery, or utensils lost or damaged by such users as the Lessee/City shall discover in its use or supervision of such other use of the facility; and
- 2.5 City shall be responsible for replacement of food, cleaning compounds, paper, and the supplies owned by Lessee and used by such other users.

Lessee will not make any unlawful, improper or offensive use of the premises; remove any portion of the structure or fixtures, nor suffer waste thereof. Lessee will not permit anything to be done upon or about said premises in any way tending to create a nuisance, be that at common law or by ordinance or by statute.

Lessee shall not store gasoline or other highly combustible materials on said premises at any time nor use said premises in such a way or for such purposes that the fire insurance rate is thereby increased or that would prevent City from taking advantage of reduced premium rates for long term fire insurance policies.

Lessee shall comply, at Lessee's own expense, with all laws and regulations of any municipal, county, state, federal or other public authority respecting the use of said premises.

Lessee shall regularly occupy and use the premises for the conduct of Lessee's business, and shall not abandon or vacate the premises for more than ten (10) days without written approval of City except when required for major structure maintenance or remodel, which would require relocation of Lessee's business for safety/health reasons.

(3) FURNISHINGS AND EQUIPMENT

In the event of termination of this agreement, all such furnishings, equipment, and decorations, which are permanently attached to the facility, shall remain in the facility in good repair, with allowance for wear and tear, occasioned by normal use. Each of the parties hereto including the City shall retain ownership of any non-fixture equipment, pots, pans, dishes, utensils, and other personal property acquired by its own funds, by funds received from grants and donations to such party for acquiring such personal property, or such personal property as may be donated to such party. [Both parties will periodically update an ownership inventory of furnishings and equipment.](#)

(4) UTILITIES/MAINTENANCE

City shall pay for all heat, light, water, sewerage and storm drainage fees, power, sanitary services, and other utilities used in the above premises during the term of this lease except for telephone, [internet and cable services](#). Lessee will pay for all telephone utilities. City shall be responsible for janitorial and regular maintenance of the building.

Lessee will keep the kitchen clean, in such a way as to meet the standards of [the Washington County Health and Human Services and the Oregon State Health Division Authority](#) for daily cleanliness. Repairs, equipment maintenance, and seasonal cleaning are the responsibility of the City.

(5) TAXES

Lessee agrees to pay all taxes and assessments which during the term of the Lease may become due, become a lien or which may be levied by the state, county, city, or any other tax-levying body upon the premises. Furthermore, Lessee agrees to pay all taxes and assessments on any taxable interest obtained by Lessee through this Agreement or on any taxable possessory interest, which Lessee may have in or to the premises by reason of its occupancy. Furthermore, Lessee agrees to pay all taxes on all taxable property, real or personal, owned by it in or about the premises. Upon making such payments, Lessee shall give the City a copy of the receipts and vouchers showing payment.

Lessee understands that City property is exempt from property taxation until leased to a taxable entity. Should Lessee be a non-taxable entity, Lessee will be responsible for making application to Washington County for exempt status from property taxation. Upon being granted exempt status on the property, Lessee will file a copy of said exemption with the City.

In the event that the term of the Lease extends beyond June 30 of any year, Lessee shall be responsible for payment of all property taxes for the entire tax year without pro-ration, or, in the event of any change in property tax law, for any taxes due under such law.

(6) REPAIRS AND IMPROVEMENTS

City hereby agrees to maintain and keep said premises (including all interior and exterior doors, heating, ventilating and cooling systems, interior wiring, plumbing and drain pipes to sewers), in good order and repair during the entire term of this lease at City's own cost and expense. Lessee further agrees they will make no alteration, addition or improvements to or upon said premises without the prior written consent of the City.

The City will provide light bulbs and fluorescent tubes, toilet tissue, paper towels, toilet soap and such other supplies needed for daily operation in the restrooms and sink areas outside of the kitchen area.

City agrees to maintain the exterior walls, roof, gutters, downspouts and foundations of the building and the sidewalks thereabouts. It is understood and agreed that City reserves to itself (and to at any and all times shall have) the right to alter, repair or improve said premises, or to add thereto and for that purpose at any time may erect scaffolding and all other necessary structures about and upon the premises, and City and City's representatives, contractors and their respective employees and agents for that purpose may enter in or about the said premises with such materials as may be necessary, and Lessee waives any claim to damages resulting there from.

(7) CITY'S RIGHT OF ENTRY

It shall be lawful for City, its agents and representatives, at any reasonable time to enter into or upon the premises for the purpose of examining into the condition and use.

(8) TERMINATION OF LEASE

Failure to provide services in accordance with the contract to the satisfaction of the City, or its designee, shall result in written notification. Such notification shall be addressed to the ~~Loaves & Fishes~~ Meals on Wheels People Center Director and shall delineate the inadequacies and provide specific remedies stipulating a deadline for resolution not less than 60 days from the date notification is received by the Director. Failure to remedy shall result in termination of the contract by the City.

(9) LIENS

Lessee will not permit any lien of any kind, type or description to be placed or imposed upon the building in which said leased premises are situated, or any part thereof, or the real estate on which it stands.

(10) ICE, SNOW, DEBRIS

City shall at all times keep the sidewalks in front of the premises free and clear of ice, snow, rubbish, debris and obstruction, and will not permit rubbish, debris, ice or snow to accumulate on the roof of the building so as to stop up or obstruct gutters or down spouts or cause damage to said roof.

(11) OVERLOADING OF FLOORS

Lessee will not overload the floors of said premises in such a way as to cause any undue or serious stress or strain upon the building, and City shall have the right, at any time, to call upon any competent engineer or architect whom City may choose, to decide whether or not the floors of said premises are being properly used. The decision of said engineer or architect shall be final and binding upon Lessee; and in the event that the engineer or architect decides that the stress or strain is such as to imperil said building in whole or in part, Lessee agrees to immediately relieve said stress or strain in a manner satisfactory to City.

(12) NO USE OF HAZARDOUS SUBSTANCES

No handling, storage, generation, creation, disposal, transportation or discharge of any Hazardous Substances shall be permitted on or about the premises by Lessee, its employees, agents, customers or contractors. This restriction does not apply to ordinary office and janitorial supplies available over the counter for common use by members of the general public. Nor shall this prohibition apply to substances fully contained inside of motor vehicles if they are used in accordance with all applicable legal requirements. As used in this section, "Hazardous Substances" shall mean any substance, material or product defined or designated as hazardous, toxic, radioactive, dangerous or regulated wastes by any federal, state or local regulatory agency.

(13) SIGNS

Lessee may alter the existing free-standing sign structure upon receipt of a sign permit from the City of Tigard, but shall not, without prior written consent of the City, use the outside walls of said premises, or allow signs or devices of any kind to be attached thereto or suspended there from.

(14) FIXTURES

All partitions, plumbing, electrical wiring, additions to or improvements upon said leased premises, whether installed by City or Lessee, shall be and become a part of the building as soon as installed and the property of City unless otherwise herein provided.

(15) LIGHT AND AIR

This lease does not grant any rights of access to light and air over the property.

(16) DAMAGE BY FIRE OR OTHER CASUALTY

In the event of any damage to the property by fire or other casualty, either party hereto may terminate this lease as of the date of said fire or casualty.

(17) GRIEVANCES

The resolution of any grievances between the parties shall first be attempted between the City ~~Facilities Supervisor~~ Central Services Director and ~~Loaves & Fishes~~ Meals on Wheels People Center Manager Director. Grievance resolution second step will be between the City Manager, or designee, and ~~Loaves and Fishes~~ Meals on Wheels People Executive Director or designee.

(18) INDEMNIFICATION

Lessee agrees to fully indemnify, hold harmless and defend the City, its City Council, officers and employees from and against all losses, expenses, claims, damages, judgments or other costs or expenses and actions (including all expenses incidental to the investigation and defense thereof at both trial and appeal level, whether or not a trial or appeal ever takes place) of any kind or nature including, but not limited to, claims or actions based upon or arising out of damages or injuries to third persons or their property, proximately caused (or allegedly caused) through the fault of Lessee, its employees or agents in the use and/or occupancy of the premises except for liability arising out of the negligence of the City and its employees. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification.

The City shall give Lessee prompt and reasonable notice of any such claims or actions known to the City, and Lessee shall have the obligation to investigate, compromise and defend same, provided such claim is not caused by the negligence of the City, its employees or agents.

In the event that there is any bodily injury at, or property damage to, any portion of the premises caused by Lessee or any third party, Lessee shall immediately notify the City's Risk Management representative and cooperate in the City's investigation of said incident. Lessee shall make all reports or documents concerning the incident, whether in their possession or the possession of their insurance carrier available to the City and cooperate with the City in investigating, compromising or litigating the claim against those parties.

For any property damage done to or caused by the fault of Lessee, Lessee shall be given the option of repairing the damage or having the City repair the damage at Lessee's expense. The City shall give written notification to Lessee of any damage requiring repair and give Lessee thirty (30) days to commence repair. If within that period, or such other period as may be

mutually agreed upon, no effort has been made to effect repairs, then the repairs will be performed by the City and billed to Lessee.

For damage done to or at the property or premises by third parties for which Lessee is not responsible, the City shall bear the initial cost of investigating, compromising or litigating the claim, but may recover such costs if otherwise permitted by law or this Agreement.

(19) INSURANCE REQUIREMENT

Insurance requirements set forth below do not in any way limit the amount or scope of liability of Lessee under this Agreement. The amounts listed indicate only the minimum amounts of insurance coverage the City will accept to help insure full performance of all terms and conditions of this Agreement. All insurance required by Lessee under this Agreement shall meet the following minimum requirements:

- (19.1) Certificates: Notice of Cancellation. On or before the Effective Date, Lessee shall provide the City with certificates of insurance establishing the existence of all insurance policies required under this Section. Thereafter, the City must receive notice of the expiration or renewal of any policy ~~at least thirty (30) days~~ prior to the expiration or cancellation of any insurance policy. No insurance policy may be canceled, revised, terminated or allowed to lapse without ~~at least thirty (30) days~~ prior written notice being given to the City. Insurance must be maintained without any lapse in coverage during the entire initial Term and any extension thereof. Insurance canceled without City consent shall be deemed an immediate Event of Default under this Agreement. The City shall also be given certified copies of Lessee's policies of insurance, upon request.
- (19.2) Additional Insured. The City, its officers, employees, agents and volunteers shall be named as an additional insured in each required policy, other than Workers' Compensation, and, for purposes of damage to the Premises, as a loss payee. Such insurance shall not be invalidated by any act, neglect or breach of contract by Lessee.
- (19.3) Primary Coverage. The required policies shall provide that the coverage is primary, and will not seek any contribution from any insurance or carried by the City.
- (19.4) Company Ratings. All policies of insurance other than Workers' Compensation must be written by companies having an A.M. Best rating of "A-VII" or better, or equivalent. The City may, upon thirty (30) days written notice to Lessee, require Lessee to change any carrier whose rating drops below an A-VII rating. The City reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

(19.5) Required Insurance. At all times during this Agreement, Lessee shall provide and maintain the following types of coverage:

19.5.1 General Liability Insurance. Lessee shall maintain an occurrence form commercial general liability policy, personal injury liability, for the protection of Lessee and the City, insuring Lessee and the City against liability for damages because of personal injury, bodily injury, death, or damage to property (including the loss of use thereto and occurring on or in any way related to the premises or occasioned by reason of the operations of Lessee. Such coverage shall name the City as an additional insured. Coverage shall be in an amount of not less than Two Million Dollars (\$2,000,000) combined single limit per occurrence for bodily injury and property damage for all coverage specified herein. The required two million dollars of coverage can be provided on a primary coverage bases or on a primary/excess combination bases. City will also provide the same coverage, naming ~~Loaves and Fishes~~ Lessee as an additional insured.

19.5.2 Fire Legal Liability Insurance. The City shall insure the building space and all improvements affixed thereto considered to be part of premises, being managed by Lessee. Lessee is responsible to insure all of its own personal property, which items shall not be covered by City insurance. Furthermore, Lessee must at all times carry Fire Legal Liability insurance coverage in an amount not less than One ~~Hundred Thousand~~ Million Dollars (~~\$100,000~~1,000,000). Such coverage shall name the City as an additional insured.

19.5.3 Workers' Compensation Insurance. Lessee shall maintain in force Workers' Compensation insurance for all of its employees. In lieu of such insurance, Lessee may maintain a self-insurance program meeting the requirements of the State of Oregon. Coverage shall include Employer's Liability Insurance with coverage limits of not less than \$500,000 each accident.

19.5.4 Commercial Automobile Insurance. Lessee shall maintain in force Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles on an "occurrence" form. The Combined Single Limit per occurrence shall not be less than \$2,000,000. The required two million dollars of coverage can be provided on a primary coverage bases or on a primary/excess combination bases.

(19.6) Periodic Review. The City shall have the right to periodically review the types, limits and terms of insurance coverage. In the event the City determines that such types, limits, and/or terms should be changed, the City will give Lessee a minimum of thirty (30) ~~days notice~~ days' notice of such determination and Lessee shall modify its coverage to comply with the new insurance requirements of the

City. Lessee shall also provide the City with proof of such compliance by giving the City an updated certificate of insurance within fifteen (15) days of compliance.

(19.7) Subrogation. Except as limited by this subsection, the parties hereto waive any right of action that they might have against the other for loss or damage, to the extent that such loss or damage is covered by any insurance policy or policies and to the extent that proceeds (which proceeds are free and clear of any interest of third parties) are received by the parties claiming the loss or damage. This waiver of subrogation shall not extend to any applicable deductibles under such policy or policies.

(20) DELIVERING UP PREMISES ON TERMINATION

At the expiration of said term or upon any sooner termination, Lessee will quit and deliver up said leased premises and all future erections or additions to or upon the same to City or those having City's estate in the premises, peaceably, quietly, and in as good order and condition, reasonable use and wear thereof, damage by fire, unavoidable casualty and the elements alone excepted, as the same are now in or hereafter may be put in by City.

(21) BREACH OF LEASE TERMS

If Lessee fails to keep, perform or observe any of the terms and/or conditions imposed on it by this Lease for a period of thirty (30) or more days after written notice of said failure by the City, or Lessee fails to surrender possession of the premises at the Lease's conclusion, then, and in either event the City may terminate the Lease at any time thereafter without further notice or demand on Lessee, enter the premises and lawfully repossess it, expel Lessee (as well as any others claiming through Lessee) and remove/store Lessee's effects (all at Lessee's expense) without prejudice to any other remedy, action or suit which the City may be entitled to for arrearage, damages to the property or its interests and/or breach of this lease.

PROVIDED, ALWAYS, and these presents are upon these conditions, that (1) if Lessee shall fail or neglect to do, keep, perform or observe any of the covenants and agreements contained herein on Lessee's part to be done, kept, performed and observed and such default shall continue for thirty (30) days or more after written notice of such failure or neglect shall be given to Lessee, or (2) if on the expiration of this lease Lessee fails to surrender possession of said leased premises, then and in either or any of said cases or events, City may terminate this lease and at time thereafter, without further demand or notice, may enter said premises and repossess the same, and expel said Lessee and those claiming by, through and under Lessee and remove Lessee's effects at Lessee's expense, and store the same, all without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used for arrears of rent or preceding breach of covenant.

Neither the termination of this lease by forfeiture nor the taking or recovery of possession of the premises shall deprive City of any other action, right, or remedy against Lessee for possession or damages, nor shall any omission by City to enforce any forfeiture, right or remedy to which City may be entitled be deemed a waiver by City of the right to enforce the performance of all terms and conditions of this lease by Lessee.

(22) HOLDING OVER

In the event Lessee for any reason shall hold over after the expiration of this lease, such holding over shall not be deemed to operate as a renewal or extension of this lease, but shall only create a tenancy from month to month which may be terminated at will at any time by City.

(23) NOTICES

Any notice required by the terms of this lease to be given by one party hereto to the other or desired so to be given, shall be sufficient if in writing contained in a sealed envelope, deposited in the U.S. Registered Mails with postage fully prepaid, and if intended for City herein then if addressed to said Lessor, in care of the ~~Facilities Supervisor~~ Central Services Director, at Tigard City Hall, 13125 SW Hall, Tigard, Oregon 97223 and if intended for Lessee then ~~if is~~ addressed to Lessee, in care of the Center Director, at 8815 SW O'Mara Street, Tigard, Oregon 97223. Any such notice shall be deemed conclusively to have been delivered to the addressee thereof forty-eight (48) hours after the deposit thereof in said U. S. Registered Mails.

(24) HEIRS AND ASSIGNS

All rights, remedies and liabilities herein given to or imposed upon either of the parties hereto shall extend to, inure to the benefit of and bind, as the circumstances may require, the heirs, executors, administrators, successors and, so far as this lease is assignable by the term hereof, to the assigns of such parties.

(25) ASSIGNMENT

No part of this Agreement may be assigned, nor may a right of use to any portion of the premises or property be conferred on any third person by any other means, without the prior written consent of City. Any assignment or attempted assignment without the City's prior written consent shall be void.

(26) CONDEMNATION

If the premises or any interest therein is taken as a result of the exercise of the right of eminent domain, this Agreement shall terminate as to such portion as may be taken.

(27) NON-WAIVER

Waiver by either party of strict performance of any provision of this Agreement shall not be a ~~wavier~~ waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

(28) ADHERENCE TO LAW

Lessee shall adhere to all applicable federal, state and local laws, rules, regulations and ordinances, including laws governing its relationship with its employees, including but not limited to, laws, rules, regulations and policies concerning Workers' Compensation, minimum and prevailing wage requirements and occupational safety and health requirements.

(29) TIME OF ESSENCE

It is mutually agreed that time is of the essence in the performance of all covenants and conditions to be kept and performed under the terms of this Agreement.

(30) WARRANTIES/GUARANTEES

Except for those warranties specifically set forth herein, the City makes no warranty, guarantee or averment of any nature whatsoever concerning the physical condition of premises, and it is agreed that the City will not be responsible for any loss, damage or costs, which may be incurred by Lessee by reason of any such physical condition.

(31) HEADINGS

The article and section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

(32) CONSENT OF CITY

Whenever consent approval or direction by the City is required under the terms contained herein, all such consent, approval or direction shall be received in writing from the City Manager [or designee](#).

(33) MODIFICATION

Any modification of this Agreement shall be mutually agreed upon and reduced to writing, and to the extent it does not affect a major business term of the Agreement, may be done for the City, by its City Manager [or designee](#).

(34) GOOD FAITH

The terms and conditions set forth in this Agreement are for the benefit of both parties. The parties further agree and understand that time is of the essence. In the performance of the duties and obligations set forth herein, there is an obligation and duty of reasonable diligence and good faith imposed on the parties to fulfill the terms, conditions and covenants in this Agreement.

(35) ATTORNEY FEES

In the event of a dispute between the parties as to the interpretation or applicability of any of the provisions of the Agreement and the parties are unable to resolve the matters through mediation within thirty (30) days of notice of the dispute, and thereafter a suit or action is instituted in connection therewith, the prevailing party shall be entitled to recover in addition to costs and disbursements (including experts fees and all costs associated with discovery), such sum as the court may adjudge reasonable as attorney fees, or in the event of appeal, such fees as may be as allowed by the appellate court. Washington County District Court shall be the venue for an action or suit concerning the terms of this Agreement.

(36) ENTIRE AGREEMENT

It is understood and agreed that this instrument contains the entire Agreement between the parties. It is further understood and agreed by Lessee that the City and its agents have made no representations or promises with respect to this Agreement or the making or entry into this Agreement, except as in this Agreement expressly set forth.

(37) WARRANT OF AUTHORITY

The individuals executing this Agreement warrant that they have full authority to execute this Agreement on behalf of the entity for whom they are acting herein.

IN WITNESS WHEREOF, the respective parties have executed this instrument in duplicate on this, the day and year first hereinabove written, any corporation signature being by authority of its Board of Directors or Council.

CITY: CITY OF TIGARD

LESSEE: ~~LOAVES & FISHES CENTERS, INC.~~  
MEALS ON WHEELS PEOPLE

By: \_\_\_\_\_  
~~Craig Dirksen~~ John L. Cook, Mayor

By: \_\_\_\_\_  
~~Joan Smith~~ Suzanne Washington, Executive Director

**AIS-2278**

**3. A.**

**Business Meeting**

**Meeting Date:** 06/09/2015

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

**Agenda Title:** Receive and File: Council Calendar and Council Tentative Agenda

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

**Item Type:** Receive and File

**Meeting Type:** Consent -  
Receive and  
File

**Public Hearing:** No

**Publication Date:**

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**Information**

**ISSUE**

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

**STAFF RECOMMENDATION / ACTION REQUEST**

No action is requested; these are for information purposes.

**KEY FACTS AND INFORMATION SUMMARY**

Attached are the Council Calendar and the Tentative agenda for future Council meetings.

**OTHER ALTERNATIVES**

N/A

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

N/A

**DATES OF PREVIOUS COUNCIL CONSIDERATION**

N/A - Receive and File Items

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**Attachments**

Three-month Council Calendar

Tentative Agenda

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# MEMORANDUM

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

FROM: Carol A. Krager, City Recorder

RE: Three-Month Council/CCDA Meeting Calendar

DATE: June 9, 2015

## June

2 Tuesday City Center Development Agency/Council Meeting – 6:30 p.m., Town Hall

9\* Tuesday Council Business/CCDA Meeting – 6:30 p.m., Town Hall

16\* Tuesday Council Workshop Meeting – 6:30 p.m., Town Hall

23\* Tuesday Council Business Meeting – 6:30 p.m., Town Hall

## July

7 Tuesday City Center Development Agency Meeting **Cancelled**  
Council Summer BBQ Social – 6-8 p.m., Summerlake Park (big shelter)

14\* Tuesday Council Business Meeting – 6:30 p.m., Town Hall

21\* Tuesday Council Workshop Meeting – 6:30 p.m., Town Hall

28\* Tuesday Council/CCDA Business Meeting – 6:30 p.m., Town Hall

## August

4 Tuesday City Center Development Agency Meeting **Cancelled** (National Night Out)

11\* Tuesday Council Business Meeting – 6:30 p.m., Town Hall

18\* Tuesday Council Workshop Meeting – 6:30 p.m., Town Hall

25\* Tuesday Council Business Meeting – 6:30 p.m., Town Hall

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**  
**6/1/2015 11:13 AM - Updated**

Form #	Meeting Date	Submitted By	Meeting Type	-----Title-----	Department	Inbox or Finalized
2024	06/09/2015	Norma Alley	AAA	June 9, 2015 Business and CCDA Meeting		
2065	06/09/2015	Norma Alley	CCBSNS	15 Minutes - Council Liaison Reports	City Management	12/22/2014
2237	06/09/2015	Norma Alley	CCBSNS	20 Minutes - Discussion on Tigard Senior Center Lease Renewal	City Management	05/28/2015
<b>Total Time: 35 of 45 Minutes Scheduled</b>						
2187	06/09/2015	Mark Bernard	CCBSNS	Consent Item - Approve an IGA with Metro to Accept and Manage a RTO Grant Award for Safe Routes to School Programming and Authorize the City Manager to Sign It	Community Development	Brown Buff, Assoc Transp Planner
2219	06/09/2015	Judy Lawhead	CCBSNS	Consent Item - Authorize the City Manager to Sign a Surplus Water Contract with the Joint Water Commission	Public Works	Rager B, PW Director
2228	06/09/2015	Liz Lutz	CCBSNS	Consent Item - Establish Mayor and Council Compensation Which Supersedes Resolution 14-26	Financial and Info Services	05/28/2015
2233	06/09/2015	Joseph Barrett	CCBSNS	Consent Item - Contract Award - Dirksen Park Oak Savanna	Financial and Info Services	MartyW, City Manager
2239	06/09/2015	J Bengtson	CCBSNS	1 5 Minutes - Proclaim Mark Neffendorf Day in Tigard	City Management	05/14/2015
2254	06/09/2015	Carol Krager	CCBSNS	2 10 Minutes - Award "If I Were Mayor" Contest Winners	City Management	05/20/2015
2204	06/09/2015	Liz Lutz	CCBSNS	3 5 Minutes - Resolution Certifying that the City of Tigard Provides Services Qualifying for State-Shared Revenues	Financial and Info Services	05/28/2015
2205	06/09/2015	Liz Lutz	CCBSNS	4 5 Minutes - Resolution Declaring the City's Election to Receive State Revenue Sharing	Financial and Info Services	05/28/2015
2206	06/09/2015	Liz Lutz	CCBSNS	5 10 Minutes - Adopt Citywide Master Fees and Charges Schedule Replacing Resolution 04-99 and Resolution No. 14-31 and Subsequent Amendments	Financial and Info Services	MartyW, City Manager
2207	06/09/2015	Liz Lutz	CCBSNS	6 15 Minutes - Public Hearing-Adopting the Budget, Making Appropriations, Declaring the Ad Valorem Tax Levy and Classifying the Levy as Provided	Financial and Info Services	MartyW, City Manager

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

**City Council Tentative Agenda  
6/1/2015 11:13 AM - Updated**

Form #	Meeting Date	Submitted By	Meeting Type	-----Title-----	Department	Inbox or Finalized
2211	06/09/2015	Liz Lutz	CCBSNS	7 10 Minutes - Adopt CCDA FY 2016 Budget with Adjustments, Make Appropriations, and Impose and Categorize Taxes-Resolution	Financial and Info Services	MartyW, City Manager
2273	06/09/2015	Lisa Shaw	CCBSNS	8 10 Minutes - TriMet -Tigard Transit Police IGA renewal	Police	MartyW, City Manager
<b>Total Time: 70 of 100 Minutes Scheduled – MEETING CLOSED</b>						
2025	06/16/2015	Norma Alley	AAA	June 16, 2015 Workshop Meeting		
2238	06/16/2015	Carol Krager	CCWKSHOP	1 25 Minutes - Receive Presentation on Washington County Public Safety and Library Levies	City Management	Alley, N, Deputy City Recorder
2221	06/16/2015	Mark Bernard	CCWKSHOP	2 40 Minutes - Presentation on Southwest Corridor Planning Progress	Community Development	Brown Buff, Ass Transp Planner
2110	06/16/2015	Norma Alley	CCWKSHOP	3 45 Minutes - Discussion on Homelessness	City Management	Newton L, ACM
2099	06/16/2015	Norma Alley	CCWKSHOP	4 15 Minutes - Discussion on the Strategic Plan	City Management	Wyatt K, Mgt Analyst
2226	06/16/2015	Julia Jewett	CCWKSHOP	5 25 Minutes - Photo Red Light	Police	MartyW, City Manager
2272	06/16/2015	Lloyd Purdy	CCWKSHOP	6 30 Minutes - Hunziker Project Update	Community Development	Purdy, L, Econ Development Mgr
<b>Total Time: 180 of 180 Minutes – MEETING IS FULL</b>						
2026	06/23/2015	Norma Alley	AAA	June 23, 2015 Business Meeting <b>Councilors Goodhouse and Snider Absent</b>		
2066	06/23/2015	Norma Alley	ACCSTUDY	15 Minutes - Council Liaison Reports	City Management	12/22/2014
2251	06/23/2015	Steve Martin	ACCSTUDY	10 Minutes - Executive Session - Real Property Transaction	Public Works	Krager C, City Recorder
<b>Total Time: 25 of 45 Minutes Scheduled</b>						

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

**City Council Tentative Agenda**  
 6/1/2015 11:13 AM - Updated

Form #	Meeting Date	Submitted By	Meeting Type	-----Title-----	Department	Inbox or Finalized
2147	06/23/2015	Steve Martin	ACONSENT	Consent Item - Authorize the City Manager to Sign a Property Purchase Agreement	Public Works	Martin S, Division Manager
2176	06/23/2015	Loreen Mills	ACONSENT	Consent Item - Approve Tigard Senior Center Lease Renewal 2015-2020	City Management	Mills L, Asst to City Manager
2271	06/23/2015	Joanne Bengtson	CCBSNS	Consent Item - Adopt Updated TYAC Bylaws	City Management	Bengtson J, Exec Asst to City Mgr
2274	06/23/2015	Lisa Shaw	CCBSNS	10 Minutes - Metro - Tigard Illegal Dumping Investigation IGA renewal	Police	Shaw L, Police Business Manager
2252	06/23/2015	Carol Krager	CCBSNS	20 Minutes - Ballot Language for City of Tigard Charter Changes	City Management	Newton L, Asst City Manager
2275	06/23/2015	Carol Krager	CCBSNS	10 Minutes - PLACEHOLDER FOR COMMUNITY CENTER BALLOT LANGUAGE DISCUSSION	City Management	05/28/2015
2262	06/23/2015	Loreen Mills	CCBSNS	60 Minutes - Executive Session for exempt public records under ORS 192.660(2)(f)	City Management	05/18/2015
<b>Total Time: 100 of 100 Minutes Scheduled – MEETING IS FULL</b>						
2138	07/07/2015	Norma Alley	AAA	July 7, 2015 CCDA Meeting - <b>CANCELLED</b>		
	07/07/2015			City Council Summer BBQ Social <b>City Manager Wine Absent</b>		
2027	07/14/2015	Norma Alley	AAA	July 14, 2015 Business Meeting		
2067	07/14/2015	Norma Alley	ACCSTUDY	15 Minutes - Council Liaison Reports	City Mgt	12/22/2014
2166	07/14/2015	Lloyd Purdy	ACCSTUDY	20 Minutes - Quarterly Economic Development Update	Community Development	Purdy, L, Econ Dev Mgr
<b>Total Time: 35 of 45 Minutes Scheduled</b>						
2183	07/14/2015	Nadine Robinson	CCBSNS	20 Minutes - Expansion of Tigard Municipal Court's minor traffic diversion programs	Administrative Services	Robinson N, Admin. Svcs. Mgr

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

**City Council Tentative Agenda  
6/1/2015 11:13 AM - Updated**

Form #	Meeting Date	Submitted By	Meeting Type	-----Title-----	Department	Inbox or Finalized
2191	07/14/2015	Louis Sears	CCBSNS	20 Minutes - Comcast Cable Franchise Agreement Renewal	Financial and Info Services	Sears L, IT Network Admin
2267	07/14/2015	John Floyd	CCBSNS	50 Minutes - Placeholder: Appeal of Planning Commission Denial of Heritage Crossing Zone Change and Subdivision	Community Development	Floyd J, Associate Planner
2270	07/14/2015	Cheryl Caines	CCBSNS	10 Minutes - Fern St Property Annexation	Community Development	Caines C, Assoc Planner
<b>Total Time: 100 of 100 Minutes Scheduled – MEETING IS FULL</b>						
2028	07/21/2015	Norma Alley	AAA	July 21, 2015 Workshop Meeting <b>City Manager Wine Absent</b>		
2201	07/21/2015	Norma Alley	CCWKSHP	50 Minutes - Continued Discussion on Street Maintenance Fee	Financial and Info Services	LaFrance T, Fin/Info Svcs Dir
<b>Total Time: 50 of 180 Minutes Scheduled</b>						
2029	07/28/2015	Norma Alley	AAA	July 28, 2015 Business and CCDA Meeting		
2068	07/28/2015	Norma Alley	ACCSTUDY	15 Minutes - Council Liaison Reports	City Mgt	12/22/2014
<b>Total Time: 15 of 45 Minutes Scheduled</b>						
1758	07/28/2015	Carol Krager	CCBSNS	15 Minutes - PLACEHOLDER - Google Franchise Agreement	City Management	Mills L, Asst to City Manager
1888	07/28/2015	Judy Lawhead	CCBSNS	15 Minutes - Briefing on Capital Improvement Plan Projects	Public Works	Faha L, City Eng
2245	07/28/2015	Gary Pagenstecher	CCBSNS	30 Minutes - Dirksen Nature Park Wetlands Education	Community Development	Pagenstecher G, Assoc Planner
2258	07/28/2015	Sean Farrelly	CCBSNS	25 Minutes - Presentation on Tigard Street Heritage Trail Concept	Community Development	Farrelly S, Redev Project Manager
2259	07/28/2015	Sean Farrelly	CCBSNS	15 Minutes - Future of Saxony Site Study	Community Development	Farrelly S, Redev Project Manager
<b>Total Time: 100 of 100 Minutes Scheduled – MEETING IS FULL</b>						

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

**City Council Tentative Agenda  
6/1/2015 11:13 AM - Updated**

Form #	Meeting Date	Submitted By	Meeting Type	-----Title-----	Department	Inbox or Finalized
2030	08/11/2015	Norma Alley	AAA	August 11, 2015 Business Meeting <b>Councilors Henderson and Snider Absent</b>		
2069	08/11/2015	Norma Alley	ACCSTUDY	15 Minutes - Council Liaison Reports	City Mgt	12/22/2014
<b>Total Time: 15 of 45 Minutes Scheduled</b>						
2192	08/11/2015	Lloyd Purdy	CCBSNS	15 Minutes - Comprehensive Plan Amendment (Hunziker Hillside)	Community Development	Pagenstecher G, Assoc Planner
<b>Total Time: 15 of 100 Minutes Scheduled</b>						
2031	08/18/2015	Norma Alley	AAA	August 18, 2015 Workshop Meeting <b>Council President Snider Absent</b>		
2086	08/18/2015	Tom McGuire	CCWKSHOP	40 Minutes - Joint Meeting with the Planning Commission to Receive a Briefing on the Tigard Triangle	Community Development	Caines C, Assoc Planner
<b>Total Time: 40 of 180 Minutes Scheduled</b>						
2032	08/25/2015	Norma Alley	AAA	August 25, 2015 Business Meeting		
2070	08/25/2015	Norma Alley	ACCSTUDY	15 Minutes - Council Liaison Reports	City Management	12/22/2014
<b>Total Time: 15 of 45 Minutes Scheduled</b>						

**AIS-2276**

**3. B.**

**Business Meeting**

**Meeting Date:** 06/09/2015

**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:** No

**Publication Date:**

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**Information**

**ISSUE**

Approve City Council meeting minutes.

**STAFF RECOMMENDATION / ACTION REQUEST**

Approve minutes as submitted.

**KEY FACTS AND INFORMATION SUMMARY**

Attached council minutes are submitted for City Council approval:

- May 12, 2015

**OTHER ALTERNATIVES**

N/A

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

N/A

**DATES OF PREVIOUS COUNCIL CONSIDERATION**

N/A

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**Attachments**

May 12, 2015 Minutes

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## City of Tigard

# Tigard City Council Meeting Minutes

May 12, 2015

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### STUDY SESSION

Council Present: Council President Snider, Councilor Henderson, Mayor Cook, Councilor Goodhouse and Councilor Woodard

Staff Present: City Manager Wine, Assistant City Manager Newton, City Attorney Ramis, Public Works Director Rager, City Engineer Faha, Finance and Information Services Director LaFrance, Public Contracts Manager Barrett and City Recorder Krager

#### A. COUNCIL LIAISON REPORTS

Mayor Cook reported on his Washington DC trip and the contacts made on behalf of city programs and projects. He held meetings with the Environmental Protection Agency on the brownfields grants. He met with the Economic Development Association and Department of Commerce to speak about the Hunziker Project. They recommended that the city call it a commerce site rather than an industrial site. In response to a question from Councilor Woodard, Mayor Cook said the city is asking for \$1.8 million in federal funds and \$1.8 million from the State of Oregon. The private developer will put in about \$2.2 million for this project. He will be making a fourth trip to Salem tomorrow regarding this project. The city has hired a lobbyist to help with this project in Salem. He said the money will go for infrastructure and a continued street behind the property, opening the rest of the area. He passed out handouts showing a project map. He said the federal agencies were very impressed with the project and the materials and the city will return with a grant application.

Mayor Cook spoke with the Department of Justice COPS (Community Oriented Policing) staff about a grant and was advised that Tigard may not have as good a chance as other cities because of Tigard's low crime rate.

He also met with Senator Wyden and apprised him of upcoming grant requests. Assistant City Manager Newton said Senator Wyden is going to visit Tigard this summer. Council suggested a walking tour. Mayor Cook said he joined a Washington County delegation and went to the Department of Housing for a discussion on the Community Development Block Grant (CDBG) program among other topics. He also met with Senator Merkley and Representative Bonamici. He met with the Department of Transportation as part of a JPACT group.

Mayor Cook attended a Mayor's Institute on City Design, funded by the National Endowment for the Arts. Selected cities will be able to suggest three potential projects needing design assistance. One project for each of the eight cities will be selected for a group of designers to discuss. Mayor Cook received assurance that Tigard will be accepted for this program so he will travel to Houston this fall to give a PowerPoint presentation on an issue for the planners and architects to solve.

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### **TIGARD CITY COUNCIL MINUTES – MAY 12, 2015**

Councilor Henderson distributed a map of the Willamette River Water Coalition (WRWC) preferred route. He said there were three options and the WRWC chose option C which means that water rights are available for use by all the entities and stay in the name of the agency. He stressed that if water rights are not used, you can lose them. By consolidating them, the WRWC has the ability to keep permits as they are currently. Councilor Henderson said it still needs to be ratified but Tigard will have a Willamette River permit until 2047. He added there are water rights still to be given for water behind the dams and as they are removed there will be extra water available in the future. By working as a group, the WRWC will be able to access that water.

## B. POTENTIAL CONTRACT DISCUSSION

City Manager Wine introduced new City Engineer Faha. She joined Public Contracts Manager Barrett to give highlights about two contracts, one for the Pavement Management Program (PMP) overlays and one for the PMP crack sealing. Mr. Barrett said the crack sealing bid is higher this year because 72<sup>nd</sup> Avenue is on the list and flagging requirements on this busy street increased the linear foot cost. There was only one bid for crack sealing and five bids for the overlay project. The overlay project winning bid is under the engineer's estimate. Staff has received no flags from BOLI on either contractor and they have done good work in the past. Council President Snider asked if there were doubts about the competitiveness of the single crack sealing bid. Mr. Barrett said staff has reached out to contractors to find out why they did not bid and he will report back to council when he has heard from everyone. Councilor Henderson clarified the total of the budget for construction and asked what the internal engineering costs were. Mr. Barrett said he will get the internal design numbers. Mayor Cook said the city received many favorable comments about the paving project contractor last year and their outreach to neighbors impacted by their work, and he hoped this year's contractor will do the same good job.

## C. DISCUSSION ON MASTER FEES AND CHARGES SCHEDULE

Finance and Information Services Director LaFrance said a desire was expressed by council to view the master fees and charges schedule at a study session prior to the budget hearing so questions can be asked and staff can make changes prior to the hearing. He said staff prepared a sheet of all changes, page numbers and what the basis is for each change.

Council had a few questions for staff follow up:

1. How many businesses are in the city's large business tax employer group (51 +)?
2. What is the policy for event fee refunds if an event is cancelled? Is there a penalty?
3. Has the city reached out to builders to find out if they want restored Friday hours in the Permit Center?
4. Check on the phase-in period for the county's Transportation Development Tax (TDT).
5. Have the non-residential System Development Charge (SDC) rates been clarified?

Mr. LaFrance said there will be additional changes to the fees and charges. SDCs already passed by council will be represented in the final version. There is also a hearing scheduled for solid waste charges on May 26, 2015, and those rates will be entered into the document.

## **TIGARD CITY COUNCIL MINUTES – MAY 12, 2015**

ADMINISTRATIVE ITEMS:

Mayor Cook will announce the winners of the “If I Were Mayor, I Would...” contest at the June 9, 2015, council meeting.

City Manager Wine said the North Dakota Street Bridge will be closed to all vehicle traffic on June first. She is waiting for an extensive communication plan from Public Works. She said ODOT sent a letter asking the city to post a three-ton weight limit sign and then close the bridge in August. Staff recommended it be closed in June from a safety perspective. She said the Tigard Street Bridge is in similar condition but the city has not yet received its rating report from ODOT. Councilor Henderson said there should be a conversation about how good this is for the city. It needed to get fixed and now ODOT is a partner. City Manager Wine said there is federal money to help cities with bridges that are in this condition and staff will be exploring this.

1. BUSINESS MEETING

A. Mayor Cook called the Tigard City Council to order at 7:42 p.m.

B. City Recorder Krager called the roll.

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

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

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

2. CITIZEN COMMUNICATION

A. Follow-up to Previous Citizen Communication: None

B. Tigard High School Student Envoy report – Carter Kruse gave a report on current activities at Tigard High School. A badminton tournament was successful and raised money. Last Friday was the basketball game fundraiser for the Sparrow project. The play, Alice in Wonderland, was the last performance at Tigard High for several seniors. Tigard High Principal Neffendorf will be honored and on June 9, the City of Tigard will proclaim Mark Neffendorf Day. He mentioned that Teacher Appreciation Day is this week and said THS is successful because of its teachers. This year’s prom will be held on May 13 at Montgomery Park and the theme is City of Roses.

**TIGARD CITY COUNCIL MINUTES – MAY 12, 2015**

Mr. Kruse said this is his final report as City of Tigard THS Envoy. He introduced Shaina Azbari, next year's Associated Student Body President, and the next THS Envoy to the City Council.

- C.  Tigard Area Chamber of Commerce – Debi Mollahan said the Shining Stars banquet was well attended. She thanked everyone that attended. Tigard networking will attend the play, Grease, at Broadway Rose Theater. Tigard Farmers Market opened on Mother's Day and offered strawberries which are ripening early this year. This Friday is the last day for the Art Walk in downtown Tigard. The Tigard Downtown Alliance had glass baskets, bike racks, benches and urban art installed in time for the Walk. There is art in 24 different locations. Council President Snider said he enjoyed the Art Walk with his family and commented that even his four-year-old was entertained.
- D. Citizen Communication – Mayor Cook said he will allow 10-15 minutes for citizen communication later during the YMCA Study discussion if anyone wishes to comment on that topic.

Reid Iford, Tigard Now! Newspaper, 11575 SW Pacific Highway, Suite 151, Tigard, OR 97223. Mr. Iford said some Budget Committee members expressed fears that multiple money measures could cause voter burnout. He said he understands the fear but it is misplaced. This is a complex topic with many factors to weigh, not the least of which is the proven willingness of Tigard voters to support sound, reasonable money measures that they know are needed to preserve the livability and quality of life in Tigard. It is not a competition between different needs. A decade ago measures seeking to fund our schools and \$11 million to build the new library shared the ballot. The result? In a primary election requiring a double majority both won resoundingly and Tigard was the only jurisdiction within the state that passed money measures in that election.

Mr. Iford spoke about his qualifications to address this topic, including his work on the Tigard Library bond, Washington County's 911 system measure, and annexation of Metzger and Washington Square. He said he has helped raise over \$250,000,000 for schools and public services. He said elections are no different than sports competitions: success begets success. A win in November creates momentum that will carry through to a win in May, and so on. People need to be part of something greater than themselves and something they can take pride in. He said the results of the poll to be discussed tonight show numbers that are positive. In his political career spanning one-third of a century he said he has never seen such positive numbers from a cold-call on a proposed money measure. He said before he read the report he would not have thought this possible. He said he guaranteed a measure would pass in November and suggested that the city take the next step. He thanked the mayor for his leadership in agreeing to commit to paying part of the survey cost.

Gary Romans, Mask & Mirror Community Theater, 13166 Broadmoor Place, Tigard, OR 97223, said he was present to show support for the YMCA and express the hope that it includes space for the arts. He noted that Mask and Mirror is in its fourth season, and presents high quality plays for low ticket prices. They will produce their first musical, Singing in the Rain, at Tualatin High School and he invited everyone to come. He said all profits

## **TIGARD CITY COUNCIL MINUTES – MAY 12, 2015**

from the musical will be split 50/50 between the theater and the Tigard-Tualatin School District.

3. CONSENT AGENDA: (Tigard City Council)

Motion to:

A. Approve City Council Minutes:

- March 17, 2015

Council President Snider moved for approval of the Consent Agenda. Councilor Woodard seconded the motion.

	Yes	No
Councilor Woodard	✓	
Mayor Cook	✓	
Councilor Goodhouse	✓	
Councilor Henderson	Abstained	
Council President Snider	✓	

Mayor Cook announced that the motion to approve the Consent Agenda passed by a vote of four in favor and one abstention.

4. PROCLAIM NATIONAL PUBLIC WORKS WEEK

Mayor Cook read a proclamation for National Public Works Week and said it will be celebrated on Sunday, May 17 with an event open to all held in the public works yard. He thanked all the city's public works employees.

5. ~~AWARD "IF I WERE MAYOR, I WOULD..." CONTEST WINNERS~~

Mayor Cook announced that Agenda Item No. 5 is rescheduled to the June 9, 2015, meeting. He said award winning entries will be sent to Salem this week for the state contest.

6. RESOLUTION OF APPRECIATION FOR TIGARD HIGH SCHOOL ENVOY CARTER KRUSE

Mayor Cook introduced this item and asked if council had any comments before he took a vote on the resolution. Councilor Henderson thanked Mr. Kruse for the Youth Advisory Council. He said he is an outstanding young man who was able to recruit 15 other teens to join and two of these were chosen to go to Washington DC. He said, "We have leadership for tomorrow."

**TIGARD CITY COUNCIL MINUTES – MAY 12, 2015**

Council President Snider said the council is not comprised of city workers and so they push the staff to do things more quickly than they are used to in a government setting and Mr. Kruse pushed council and staff even harder and got things done. He appreciated Mr. Kruse’s contribution.

Councilor Woodard said it is important for youth to be involved and cross-pollinate with other city boards and committees. He said he wished there were more youth like him because the city needs their input. He thanked him for stepping up and recruiting others and wished Mr. Kruse the best with his future endeavors.

Councilor Goodhouse said it was good to see youth taking an interest in their community and government and getting involved.

Mayor Cook moved for approval of Resolution No. 15-17. Councilor Henderson seconded the motion. City Recorder Krager read the number and title of the resolution.

**RESOLUTION NO. 15-17– A RESOLUTION ACKNOWLEDGING AND  
COMMENDING CARTER KRUSE FOR HIS SERVICE AS THE TIGARD  
HIGH SCHOOL STUDENT ENVOY TO THE CITY OF TIGARD**

The resolution passed unanimously. Mayor Cook read the resolution and presented Mr. Kruse with a copy.

	Yes	No
Councilor Woodard	✓	
Mayor Cook	✓	
Councilor Goodhouse	✓	
Councilor Henderson	✓	
Council President Snider	✓	

7. ~~INFORMATIONAL PUBLIC HEARING: FY 2015 THIRD QUARTER BUDGET AMENDMENT~~

Mayor Cook announced that this item has been rescheduled to the May 26, 2015, business meeting.

8. RECEIVE BRIEFING ON THE YMCA STUDY

 Mayor Cook outlined the order of speakers on this topic and said there would be time for the public to comment.

 City Manager Wine presented a brief staff report. She said the city and the YMCA have been exploring a partnership by which recreation services could be provided in Tigard. She said members of the community expressed a desire through public testimony and a petition to bring a YMCA to Tigard. Council elected to provide half of the funding for a survey testing the demand

**TIGARD CITY COUNCIL MINUTES – MAY 12, 2015**

for these services. Questions were developed by the YMCA, community members and city staff. During the time the YMCA survey was being developed, another report commissioned earlier by the city was delivered. That report gave results of a survey asking Tigard residents what the city's role should be in providing recreation programming. The survey results indicate that it made sense for the city to continue to play a facilitating role in the early years, making more recreational opportunities available for residents. There was support for a beginning investment in recreation programming and the idea for a community center was farther away in the next phase.

City Manager Wine said Constance Miller and Christin Baker from Daxko Consulting were present to discuss the results of the YMCA survey. CEO Bob Hall from the Columbia-Willamette YMCA was also present. She said the intent of the presentation was to hear the results and ask questions. She said part of their presentation addresses next steps, to be determined through a dialog between the city and the YMCA.

City Attorney Ramis disclosed that he has at times represented the YMCA. He did not discuss this project nor does he have knowledge of it. He said he did not think he had gained any knowledge of the YMCA that would make a difference to the process.

Daxko Consultant Christin Baker introduced the study and said Director of Data and Analytics Constance Miller would discuss the results of the survey. A revised PowerPoint slide show was presented and a copy of this has been added to the packet.

 Daxko Consultant Miller described the methodology used for the market research study and survey. The scope of inquiry for a potential facility in Tigard was around appropriate pricing, a forecast of membership and usage, and a forecast of demand for facilities, programs and offerings. She said they operate a national call center based out of Nashville, TN. They purchased home and cell phone records of a randomized sample of Tigard residents. For this study they ensured that these were registered voters because they knew this may result in a bond measure. Additional screening questions included home ownership and both broader community members and current YMCA members. They also screened for people who voted in the last presidential election.

Consultant Miller highlighted demographics and psychographics of Tigard residents that are especially important when building a new facility. Incomes and home values are high. Education levels are good. Tigard is also growing faster than the national average.

She described Tapestry Segmentation, which is related to U.S. Census data and comes with 60 defined roles for each population segment. A top-five snapshot of those living in Tigard includes:

- Bright young professionals
- Soccer moms
- Enterprising professionals
- Emerald City
- Metro Fusion

Consultant Miller noted a number of respondents were making a home in Tigard but did not have a family yet or had older children who no longer live with them. She commented on the high

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## **TIGARD CITY COUNCIL MINUTES – MAY 12, 2015**

incidence of regular exercise among those surveyed and said it was the second highest percentage she has seen. Council President Snider asked what was average and she responded that the average is 50 and Tigard's survey rate was 61, meaning that three-quarters of Tigard's population exercises regularly and uses exercise facilities. Common responses included the desire for a pool and cardio fitness equipment.

Seventy percent of respondents with children in the home indicated interest. Eighteen percent were neutral and this may mean that they need more information. She said there was financial support for a new facility and 41 percent of homeowners said they would support a \$10 per month property tax increase for a new Y facility in Tigard. Thirty-nine percent are unsure or need more information. Membership demand showed a split between two adults and two children with two adults with no children. A membership forecast based on conservative estimates indicates a new facility in Tigard would attract approximately 1,747 to 2,274 membership units within 3 years. She said these numbers are underestimates.

Consultant Miller summarized their recommendations based on the study results. All signs point to proceeding with steps to develop a new Y facility, a plan to communicate and publicize information, and explore location options within downtown Tigard, which was a preferred section of the area. Other steps include parking lot consideration, voter polling, exploring where it fits with other city priorities, consideration of a bond, determining capital and operating costs, structuring a partnership agreement, and finally, timing and planning needs (project management).

CEO Hall said the YMCA's reaction to this market data is that there is a good market demand for a facility in Tigard. He said it was encouraging to see such a low opposition number for voting in a tax on something for which they have not received any information. He said, "We are in. Please let us know how to proceed."

Neal Brown, 13853 SW Boxelder Street, Tigard, OR, 97223 Mr. Brown commented that he met his wife at a YMCA. He is grateful that so many people have joined him in the effort to bring a YMCA to Tigard which will serve as a modern town square. He thanked those in the audience for attending and asked them to stand to show their support for a YMCA. Many audience members stood and held up signs supporting a YMCA. They showed the other side of their signs which asked to be allowed to vote on this. Mr. Brown said, "Now is the time to have a ballot measure in November so we can start planning for our future."

Estelle May, 11737 SW Errol Street, Tigard, OR, 97223, represented senior citizens that go to a YMCA. She drives to the Sherwood Y several times a week and said Y's are friendly and useful. She knows many seniors in Tigard who also go to Sherwood and who are looking forward to using a YCMA in Tigard. Her children are also looking forward to it because they drive to Sherwood after work to exercise and drive back to Tigard, which means they cannot eat dinner until 7:00 p.m. or later.

Marsden Smith, 12332 SW Hollow Lane, Tigard, OR, 97223, said one of Tigard's vision statements is that Tigard is, "A Place to Call Home." Yet many people leave Tigard to work and recreate. It would

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## **TIGARD CITY COUNCIL MINUTES – MAY 12, 2015**

be nice to have a facility so people could come home from work and stay in town to work out or exercise. He said this is consistent with the vision for downtown Tigard where people living there could walk to a nearby facility.

Carter Kruse, 13290 SW Genesis Loop, Tigard, OR 97223, said the study is amazing but youth were not contacted. He said youth do not have a vote so they give their input other ways such as through the Tigard Youth Advisory Council. He submitted to the record a letter signed by 20 teenagers, 14 of whom are on the Tigard Youth Advisory Council and most of the Tigard High ASB officers. He said the survey numbers would be different if youth support and willingness to become members were included.

Bill Peterson, 1235 SW Arnold Street, Portland, OR 97219, said he was speaking both personally and as a downtown employer. He owns Eagle Mortgage on Hunziker and exercises on his lunch hour but has to go to other cities to work out. He said it would be fantastic to have this nearby. It would be a great benefit to downtown employers enabling their employees to use it to work out at lunch or after work. He said the Sherwood YMCA is a great addition and Tigard would benefit from having this in the community.

Thomas In, 20693 SW Jonquil Terrace, Sherwood, OR said he owns a business in downtown Tigard and has experience working in a Club Sport facility. He commented that there is nothing similar in Tigard and the city also lacks a community center. He noted that the YMCA is not a typical gym. It is more family oriented and promotes social events. Some gyms are luxury gyms but the YMCA is affordable. He said a YMCA will revitalize the downtown area, draw more people here and promote health and wellness. The entire community would be proud of it.

 Councilor Woodard said the survey numbers are good, especially for cold calls. He said he is in favor of a YMCA. The city has done another survey and has a five-year plan but this does not preclude putting out a bond measure so a facility could be built sooner than five-ten years in the future. He said a one-to five year program with a recreation coordinator will help with many things the city is not doing now and could be the city's liaison for a YMCA. If we got approval from citizens for a bond measure, it may take three or four years to accomplish. He noted that demographics have shifted in communities and people are hungry for a sense of community. He wants a downtown center with activated economic development. He said he would not put a wall in front of this. He did not see any reason why this could not put this in front of the voters.

 Councilor Henderson asked what the next steps were. Consultant Miller said the intent is to digest the survey information. Mr. Hall added that from their perspective there is excitement but it is unknown how everything fits into the city's timing and priorities. If the city said they were ready, the YMCA and the city would talk about location and timing and develop an agreement. Councilor Henderson asked if the location was addressed in the survey. Mr. Hall said they know from the survey that the preferred location is in downtown Tigard.

Mayor Cook referred to Mr. Iford's earlier comments about the library. He asked City Manager Wine to describe the process the city went through to determine where, how and when the library would be built. City Manager Wine said the assessment of whether a library was needed came about as a result of a general obligation bond measure failure in 1998. The city embarked on a

## **TIGARD CITY COUNCIL MINUTES – MAY 12, 2015**

study and needs analysis (programming, space, etc.) that showed a new library was needed. The study took six months. She said there is a difference between the library and a YMCA because there is an agreement that needs to be developed with an operator. Because we are a city facility and will be spending public dollars, we need to follow public contracting laws. The city library was not built until the land had been identified and the city had an option on the property. There was a needs analysis and a community process to develop what the public wanted in the library. It was not until 2001 that the city went out to voters for a \$13 million bond measure to build the 45,000 square foot library. It was only after the bond passed that the city entered into design and construction, using a public process to select the architect and contractor. The city did not ask voters for money until they know what they were asking for. The library opened in 2004 and is the most recent example of a public facility that relied on public funding for land and a building.

Council President Snider asked how long the process would take if staff were directed to work on this at the speed they worked on River Terrace. City Manager Wine said the words “70 miles an hour” are used to describe the speed at which staff is working on River Terrace. The city has current council items and goals that would need to be shuffled for an issue like a community center that is not currently on the priority list. She said it did not mean it was impossible. The site selection process for the library took a year, as 15 sites were narrowed to three. Arriving at that same level of specificity on a community center for the voters would take a minimum of 9-12 months. Council President Snider clarified that it would take 9-12 months, with staff going at 70 miles per hour, and impacting council’s other priorities.

Councilor Henderson spoke about his experience as a builder. He said he needs to have the money, the land and a plan before he builds. He said he does not want to stall anything but wants to make sure planning is done correctly. He asked the consultants what they learned from the survey and what questions they had. Consultant Baker said she agreed with Councilor Henderson regarding a plan. The data would be handed over to the facilities planning committee. The good news is that this survey gave a resounding green light to get started. She said their questions are for the city leaders. - Are you willing to build this facility? Is it your priority?

Council President Snider asked Mr. Hall what size facility was recommended and Mr. Hall replied that it would need to be in the 80,000 square foot range. In response to a question on whether the YMCA had concerns that a Tigard facility would affect the Sherwood YMCA, Mr. Hall said there would be impact on both the Sherwood Y and Beaverton Hoops. He said their objective is to serve as many people as they can. The YMCA is a 501(c)(3) charitable organization and 25 percent of participants are receiving some financial aid. They raise money for those that cannot afford fees. He said 5,000-6,000 members were subsidized last year in the Portland area alone.

 Councilor Woodard asked Mr. Hall to explain how the YMCA operations affect the city or the taxpayers if it is successful or failing. Mr. Hall used Sherwood as an example and said the YMCA is responsible for the profit or loss at the end of the year. If the facility loses money, it is their responsibility. If it makes a profit, 100 percent of excess revenue goes into a building reserve fund to be reinvested in the facility. Excluding some overhead services which are provided at a different location, all funds stay in the community. Money raised in annual support campaigns would stay in Tigard to help residents that cannot afford membership fees.

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## **TIGARD CITY COUNCIL MINUTES – MAY 12, 2015**

Councilor Woodard asked for City Attorney Ramis' perspective about whether the location should be defined in the ballot measure, as well as the costs and who the operator will be. City Attorney Ramis said council has broad authority to decide whether to put this on the ballot, when to do so and how much they want to fund. He said another possibility is seeking authority financially first and return with a measure. Councilor Woodard asked if a location could be defined as one-half mile out from a point in the city center. City Attorney Ramis said it could.

Council President Snider said he sensed the excitement in Town Hall. He said it is very important to put something on the ballot that is well thought through. He would like to see this on the November ballot this year but had concerns that it be done well so it passes. He said council also needs to see how it fits with other city priorities because the city does not have the staff to be able to drop everything else and work solely on this.

Councilor Goodhouse asked where the telephone survey numbers came from. Consultant Baker said Daxko works through a credible vendor to receive the contacts. They buy lists that are not just home phone numbers. He asked if the survey respondents wanted a recreation facility in general or were they asked if they wanted a YMCA. City Manager Wine said the study that Tigard conducted did have a specific question to determine what the demand was for a recreation program in general. Consultant Miller added that many questions on the YMCA study related to current exercise habits and use of facilities were asked without a Y prompt. Councilor Goodhouse noted that 80 percent of people polled were over 50 years of age. Consultant Miller said phone surveying industry-wide skews towards over 50 but they normalize the data so it is not affected by age for data analysis. In response to a question from Mayor Cook, she said screening questions included income over \$50,000 annually and higher household incomes include more homeowners than renters.

Mayor Cook asked about the percentage of revenue going towards charitable cases and asked how much charity the Sherwood Y provides. Mr. Hall responded that he did not know the exact numbers for Sherwood but the average is 25 percent.

Mayor Cook thanked Mr. Hall and Consultants Miller and Baker for coming to Tigard and said he looked forward to continuing this discussion at the May 19 workshop meeting.

## 9. CONTINUED DISCUSSION ON TIGARD CITY CHARTER REVIEW

Assistant City Manager Newton introduced this item and summarized the issues heard at the March 17 workshop. She said she is looking for direction from council on how to move forward in order to file by August 14.

Councilor Henderson asked how the ballot would appear. Assistant City Manager Newton said the city attorney would draft the language, voters would see the old and new language and could vote to support change or not. City Attorney Ramis confirmed that each item requires an individual vote. He said the council has unlimited discretion on what they want to put on the ballot.

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### **TIGARD CITY COUNCIL MINUTES – MAY 12, 2015**

Mayor Cook said there is a petition being circulated to place a two-term limit on county commissioners on the ballot and this will show the will of the people. He said that locally, voting someone out is a term limit. He asked council if they want to make it unlimited or have three terms total, in any combination of mayor/councilor. Councilor Henderson said he wants to see more retention of seniority and knowledge but there should be three terms at a maximum.

Council President Snider said he is a huge proponent of single-term term limits for each federal and even some state offices, in particular where the political system has been clouded by money. He said even at the City of Portland level, a scandal means getting voting out which is in effect, a term limit. He said that is a more effective way to limit terms at the local level than in Washington DC, where tenure has become a problem. He said he was also concerned about the appearance that the charter amendments are self-serving to the existing city council. He suggested a way to eliminate that would be to put in a provision that the changes do not go into effect until the current council leaves office.

 Councilor Goodhouse said he was initially favorable to term limits but wants to avoid too much turnover to retain some familiarity and history. With constant turnover no one knows why decisions were made. He suggested three years for council and three years for mayor, with a councilor able to become mayor or vice versa. He agreed that being voted out is a term limit and added that local candidates do not need to spend a lot of money to be elected. Councilor Goodhouse said his first choice was no term limits and second choice was three and three.

Councilor Woodard said he was in favor of three terms for councilors but only two terms for mayor. He suggested a mayor take a break after leaving office before running for council to avoid burnout. He also mentioned a concern about mayors being drawn into regional issues by the regional government and there is no way for mayors to push back.

City Manager Newton said she was hearing support for a three-term limit for council and a two-term limit for mayor and removal of the 12-year limit. Councilor Goodhouse suggested a scenario of someone with two terms as councilor then being elected for two terms as mayor. This would enable an experienced councilor to serve as mayor rather than someone new to local government and the city. He said the city needs to have familiar faces on the federal and regional level. Council President Snider agreed with three terms as councilor and two terms as mayor for a possibility of five terms. It could be 3/2 or 2/3.

Mayor Cook suggested making it effective for future council so there is no appearance of self-interest. Councilor Goodhouse disagreed and said if a current councilor wanted to run for a third term it is an advantage for the city to retain that experience.

A discussion was held on what constitutes a break in service, with Council President Snider and Councilor Goodhouse suggesting a full term as a break. Councilor Henderson said he thought that was the intent. City Attorney Ramis asked council what their definition of consecutive years of service was. He asked, "Could the cap be defeated by resigning in the last six months of the term and then running again?" A discussion was held on the desired length of a break. City Attorney Ramis will develop some clarifications for council review.

## **TIGARD CITY COUNCIL MINUTES – MAY 12, 2015**

Mayor Cook commented that three terms for council and two terms for mayor would come to 20 years so it might as well be unlimited. A discussion was held on having a 16-year cap. Mayor Cook suggested no more than two terms as mayor and no more than three terms as councilor in any combination with a 16-year cap. Councilors Woodard, Goodhouse, Henderson and Snider agreed.

10. NON AGENDA ITEMS There was none.

11. EXECUTIVE SESSION At 9:45 p.m. Mayor Cook read the Executive Session citation for consultation with counsel concerning legal rights and duties regarding current litigation or litigation likely to be filed, under ORS 192.660(2) (h). He said the Tigard City Council will adjourn from Red Rock Creek Conference Room after the Executive Session. City Attorney Ramis left the meeting. The Executive Session ended at 10:16 p.m.

12. ADJOURNMENT At 10:16 p.m. Council President Snider moved for adjournment. Councilor Woodard seconded the motion and all voted in favor.

	Yes	No
Councilor Woodard	✓	
Mayor Cook	✓	
Councilor Goodhouse	✓	
Councilor Henderson	✓	
Council President Snider	✓	

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Carol A. Krager, City Recorder

Attest:

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John L. Cook, Mayor

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Date

**TIGARD CITY COUNCIL MINUTES – MAY 12, 2015**

**AIS-2219**

**3. C.**

**Business Meeting**

**Meeting Date:** 06/09/2015

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

**Agenda Title:** Authorize the City Manager to Sign a Surplus Water Contract with the Joint Water Commission (JWC)

**Prepared For:** John Goodrich      **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:**

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**Information**

**ISSUE**

Shall the council authorize the city manager to sign a surplus water contact with the Joint Water Commission (JWC)?

**STAFF RECOMMENDATION / ACTION REQUEST**

Authorize the city manager to sign the contract.

**KEY FACTS AND INFORMATION SUMMARY**

The city is in its final phases of construction activities related to the Lake Oswego-Tigard Water Partnership. This construction activity includes the decommissioning of the Bonita Pump Station which provides Tigard with water from the Lake Oswego-Tigard Water Treatment Plant. The partnership is constructing a new pump station and piping system in Tigard to replace the decommissioned pump station. During this construction phase, Tigard will not have access to surplus Lake Oswego water capacity for summer seasonal peak water demands for 2015. The new pump station and piping system is scheduled to be substantially complete by October 2015.

Tigard has primary water supply for the 2015 peak season delivered from the City of Portland wholesale contract. Tigard also has an aquifer storage and recovery (ASR) well system and numerous reservoir storage tanks through out the service area. Staff has developed a summer operational plan that identifies 10.5 million gallons per day capacity using both Portland and ASR well supply. The peak 3-day demand for the summer of 2014 did not exceed 10.5 million gallons per day based on our records.

However, staff would like to seek additional surplus water supply from other agencies on a temporary and as-needed basis in case customer demand exceeds system capacity, or in case a portion of system capacity is disrupted (i.e. ASR well failure during peak day demands). The city has used neighboring supplemental or alternate water supply in the past to meet water demands, including a system interconnection with the City of Beaverton, a member of the Joint Water Commission (JWC). The JWC agreement provides that sales of water to non-members must be made by contract between the third party (City of Tigard) and JWC. The JWC has excess water supply capacity in 2015 sufficient to meet Tigard's projected limited needs for supplemental water. This water would be purchased through a surplus water supply contract agreement.

Staff has met with representatives from the JWC and City of Beaverton to discuss and propose a surplus water supply contract agreement.

Major terms provided in the agreement are:

- JWC agrees to serve Tigard as a wholesale customer for supply of surplus supplemental water.
- Maximum flow rate to Tigard will not exceed 2 million gallons per day during the period of the agreement.
- Delivery will be through the Beaverton-Tigard interconnection.
- JWC and Beaverton will have an obligation to monitor consumption through calibrated metering. Wholesale rates will be \$1.59 per ccf (100 cubic feet or 728 gallons). JWC receives \$1.30 per ccf; Beaverton receives a "wheeling charge" of \$0.29 per ccf.
- Delivery will be available beginning July 1, 2015, and end not later than September 30, 2015.

The city attorney has reviewed and provided comments regarding changes or corrections to the surplus water contract agreement terms and conditions. The Intergovernmental Water Board will be provided with a copy of the finalized agreement at their regular meeting on Wednesday, June 10, 2015.

## **OTHER ALTERNATIVES**

The council could provide direction to staff regarding changes to the terms or conditions of the agreement, or council could direct staff not enter into a surplus water supply agreement.

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

The city has a water master plan adopted by council in May 2010.

## **DATES OF PREVIOUS CONSIDERATION**

The council was briefed on this contract at its May 26, 2015 business meeting. Council agreed to consider the approval for the city manager to sign the finalized agreement as an consent agenda item for June 9, 2015.

**Cost:** 75,000

**Budgeted (yes or no):** yes

**Where Budgeted (department/program):** Water

**Additional Fiscal Notes:**

Public Works Department water division included approximately \$75,000 for surplus water purchases during peak seasonal use. Normally surplus water would be purchased from Lake Oswego through an existing water purchase agreement.

Due to construction and lack of access to Lake Oswego supply during the summer 2015, the \$75,000 will be used to purchase JWC surplus water. Approximately 35 million gallons water is available for summer peak seasonal use based on the budget amount and purchase price.

Staff is not seeking any changes to the line item budget for water wholesale purchases based on this surplus water agreement with the JWC.

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**Attachments**

Tigard-JWC Water Supply Agreement

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## **WATER SUPPLY AGREEMENT**

THIS AGREEMENT is between the JOINT WATER COMMISSION (JWC), an intergovernmental entity formed under ORS Chapter 190, and the CITY OF TIGARD (Tigard), an Oregon municipal corporation. JWC and Tigard are also referred to individually as “Party”, and collectively as “Parties”.

### **RECITALS**

The Parties agree upon the following Recitals:

- A. Tigard supplies municipal water in the Tigard Service Area which includes the Cities of Tigard, Durham, and King City and the Tigard Water District. “Municipal water supply” means water used for the municipal needs of the Tigard Service Area customers.
- B. Tigard currently obtains its water supply for the Tigard Service Area from its contract with the City of Portland, its Aquifer Storage and Recovery wells and through an intertie with the City of Lake Oswego. Tigard manages peak season demands through a combination of these sources and use of its storage facilities.
- C. Tigard has entered into the Lake Oswego Tigard Water Partnership intergovernmental agreement (LOT Project) whereby the Lake Oswego river intake, raw water transmission, treatment plant, finished water pumping, transmission and storage will be upgraded, expanded and replaced as necessary to deliver water to Tigard prior to July 1, 2016 to enable Tigard to end its supply contract with the City of Portland by the contract’s June 30, 2016 expiration date.
- D. Construction under the LOT Project is ongoing. The pump station serving Tigard with water supply from Lake Oswego was demolished as part of the LOT Project, and construction of the replacement pump station will not be completed until October 2015. As a result, water supply by Lake Oswego to Tigard through existing interties between

## **TIGARD – JWC WATER SUPPLY AGREEMENT 2015**

them will not be possible for the peak season of July 1, 2015 through September 30, 2015 (hereafter “2015 Peak Season”).

- E. Tigard seeks access to additional water supplies for the 2015 Peak Season defined in Recital D above as a supplement to its other water supplies. Tigard may determine the need to contract for supplemental water supply from JWC in future years. Whether excess capacity is available from JWC in future years depends upon a variety of factors, including but not limited to JWC Member demands, existing JWC wholesale supply contracts, capacity limitations of the JWC water treatment plant, storage and transmission, stored raw water supplies and impacts from programmed JWC system upgrade and expansion capital improvements.
- F. JWC has excess water treatment plant and water supply capacity for the 2015 Peak Season sufficient to meet the limited Tigard request for supplemental water. The City of Beaverton (Beaverton), a JWC member, water distribution system has an intertie with Tigard’s water distribution system which has previously been used to wheel JWC water to Tigard and which will provide for the supply of water from the JWC to Tigard. The JWC Agreement provides that sale of water to Non-Member entities shall be made by the JWC, and not by individual members of the JWC.
- G. The Parties hereto desire to enter into this agreement whereby JWC will provide supplemental water to Tigard for the 2015 Peak Season as defined.
- H. Each Party has the authority to enter into this Agreement under ORS Chapter 190 and execution of this Agreement has been authorized by the governing bodies of each and being fully advised,

### **NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS**

Section 1. Recitals. The Recitals above are hereby incorporated by reference as though fully set forth.

Section 2. Obligations of the Parties. JWC agrees to sell, and Tigard agrees to purchase, a limited quantity of water to supplement Tigard’s other water supply

## **TIGARD – JWC WATER SUPPLY AGREEMENT 2015**

sources for the 2015 Peak Season of July 1, 2015 through September 30, 2015, subject to the following:

2.1. JWC will deliver the water purchased by Tigard to the Beaverton distribution system for Beaverton delivery to Tigard at the Beaverton/Tigard intertie located near the intersection of SW Scholls Ferry Road and SW Barrows Road.

2.2. The volume and rate of supply to Tigard may vary on a daily basis at Tigard's discretion subject to:

2.2.1. The maximum daily demand shall not exceed two million gallons per calendar day (2 MGD).

2.2.2. A minimum flow of 174 gallons per minute (334 ccf per day) will be supplied to Tigard to maintain continuous compliance at the intertie meter with regulatory requirements for drinking water quality.

2.2.3. The Parties shall develop operational protocols with Beaverton that will be an exhibit to this Agreement. The exhibit may be amended from time to time as approved by the JWC General Manager and designated representatives of Tigard and Beaverton. In addition to other topics that Tigard, Beaverton and JWC determine to be included, the operational protocols will set the maximum and minimum flow rates through the JWC and Beaverton systems to meet the Tigard demand and to maintain water quality in the Beaverton/Tigard intertie, and will establish protocols for coordination of operations between the Beaverton and Tigard water systems.

2.3 The volume of water delivered by JWC to Tigard shall be measured at a Beaverton owned meter at the Beaverton/Tigard intertie. JWC will make arrangements with Beaverton to test and calibrate the meter, at Beaverton's cost, prior to commencement of the 2015 Peak Season and in subsequent years if this Agreement is extended. If Tigard wishes to install Supervisory Control and Data Acquisition (SCADA) instruments to allow Tigard to monitor and verify flows through the Beaverton meter, then the terms and conditions of installation and use shall be separately negotiated between Beaverton and Tigard.

## **TIGARD – JWC WATER SUPPLY AGREEMENT 2015**

Section 4. Wholesale Rate. Tigard agrees to pay JWC for 2015 Peak Season water at the rate of \$1.59 per hundred cubic feet (ccf), measured at the Beaverton/Tigard intertie meter, payable according to Section 8 below. The rate includes \$0.29 per ccf Beaverton wheeling charge.

Section 5. Term. The term of this Agreement shall begin upon execution by both Parties and terminate without further action of the Parties on September 30, 2015. The Parties may mutually agree to sell and purchase water in subsequent years, and may also mutually agree on terms for emergency water supply, but the terms and circumstances for those arrangements are difficult to predict and the Parties recognize that any contractual relationship for subsequent years will require execution of a new agreement.

Section 6. Limitation of Liability. Notwithstanding any other provision of this Agreement, the parties agree that JWC will not be liable for breach of this Agreement or damages if JWC is unable to provide water to Tigard due to inadequate water supply availability despite availability projections made by JWC in the reasonable exercise of its professional judgment. Additionally, JWC will not be liable for breach or damages if JWC is unable to provide water to Tigard by reason of interruptions in JWC's water system due to breakdowns, emergency shut-off, or due to any reason other than interruptions caused by the intentional misconduct or gross negligence of JWC, its agents and employees.

Section 7. Emergency Curtailment. Tigard agrees that water deliveries by JWC are subject to the same water use regulations, water conservation practices and curtailment measures as are imposed upon JWC customers under the JWC Water Management and Conservation Plan. In the event of an Extreme Water Supply Disruption in the JWC system, JWC will notify Tigard of this condition and Tigard agrees that JWC will not be obligated to provide water to Tigard. JWC will notify Tigard as soon as practicable when such curtailment measures are necessary and when those measures can be rescinded.

Section 8. Payment of Charges. Tigard will be billed by JWC monthly for the water provided under this Agreement. The bill will show the billing period, volume of water used, total costs and any surcharges. Tigard agrees to pay the charges to JWC within 30 days after the billing is received. If payment is not made

## **TIGARD – JWC WATER SUPPLY AGREEMENT 2015**

within this 30 day period, JWC will provide Tigard with written notice of non-payment and may begin charging interest at the Local Government Investment Pool Rate in effect at that time. In addition, JWC may shut off the water supply to Tigard if, after 10 days from written notice of non-payment, the charges remain unpaid. If Tigard files a written notice of dispute with JWC over the amount of the charges, within 10 days after a written notice of non-payment is given to Tigard, JWC will not cut off or interrupt water service to Tigard, or charge interest for non-payment of disputed amount while such dispute is under consideration, mediation or litigation under Section 9 of this Agreement. If, after consideration, mediation, or litigation, some amount is determined to be owed by Tigard, then JWC may charge interest on that amount retroactively to thirty 30 days after it was originally due.

Section 9. Dispute Resolution and Remedies. Unless there is an extension of time by mutual consent in writing, the failure or unreasonable delay by either party to substantially perform any term or provision of this Agreement constitutes a default. In the event of an alleged default of this Agreement (other than non-payment of charges under Section 8), the party alleging such default will give the other party not less than 30 days' notice in writing specifying the nature of the alleged default and the manner in which the default may be cured satisfactorily. During this 30 day period, the party charged will not be in default for purposes of termination or instituting legal proceedings. Thereafter, the non-defaulting Party may pursue all remedies in the Circuit Court of the State of Oregon in Washington County.

Section 10. Limitation of Liability and Indemnity. Tigard will indemnify and hold harmless JWC, its elected and appointed officials, employees, agents and volunteers from any losses or damages (including but not limited to consequential damages) arising out of or resulting from JWC's inability to provide water to Tigard, or resulting from any connection made by Tigard which is beyond the supply then available, or which creates less than adequate pressures. Tigard will indemnify and hold harmless the JWC and the Parties to the JWC Water Service Agreement, their elected and appointed officials, employees, agents and volunteers from any losses or damages (including but not limited to consequential damages) arising out of or resulting from any complaint or demand for service to any connection permitted by Tigard, for which the then-available water supply or pressure was inadequate.

**TIGARD – JWC WATER SUPPLY AGREEMENT 2015**

Section 11. No Third Party Beneficiaries. JWC and Tigard are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives any benefit or right, whether directly or indirectly, to third persons, including Tigard’s retail customers.

Section 12. Notices. Written notices and correspondence under this Agreement may be sent by postage prepaid first-class mail addressed as below set forth, and if so sent, are deemed received three days after deposited in the United States Mail. Written notices and correspondence transmitted in any other manner are deemed given when actually delivered to the other party. Either party to this Agreement may change its address by notice to the other party in the manner provided above.

Notice to Tigard will be addressed as follows:

Tigard City Manager  
City of Tigard  
13125 SW Hall Blvd  
Tigard, OR 97233

Notice to JWC will be addressed as follows:

JWC General Manager  
c/o City of Hillsboro  
Water Department  
150 E. Main Street  
Hillsboro, OR 97123

Section 13. Force Majeure. Performance by either party will not be in default where delay is due to insurrection, strikes, walkouts, riots, floods, drought, earthquakes, fires, casualties, acts of God, contamination of water supply, governmental restrictions imposed or mandated by governmental entities other than JWC, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulation, litigation or similar bases for excused performance that are not within reasonable control of a party.

Section 14. Applicable Law and Attorney Fees. The laws of the State of Oregon apply to this Agreement should either party bring any legal action under this Agreement or to enforce any provision. The prevailing party is entitled to

## **TIGARD – JWC WATER SUPPLY AGREEMENT 2015**

reasonable attorney fees and court costs as fixed by the court. Attorney fees include attorney fees on any appeal and in any bankruptcy proceeding.

Section 15. Recordkeeping. The parties will maintain all fiscal records relating to this Agreement, in accordance with generally accepted accounting principles consistently applied. In addition, the parties will maintain any other records pertinent to this Agreement to clearly document the party's performance. All such fiscal records, books, documents, papers, plans, and writings will be retained by the parties and kept accessible for a minimum of four years, except as required longer by law, following final payment and termination of this Agreement, or until the conclusion of any audit or litigation related to this Agreement.

Section 16. Severability. The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

Section 17. Assignment. This Agreement may not be assigned by either party, without the prior written approval of the other party.

Section 18. Other Necessary Acts. Each party will execute and deliver to the other all documents reasonably necessary to carry out this Agreement.

Section 19. Nonwaiver. Failure by either party, at any time, to require performance by the other party of any provision does not affect the first party's rights to enforce the same provision. A waiver by either party of default will not be a waiver of any succeeding default.

Section 20. Compliance with Laws. Tigard and JWC will comply with all local, regional, state and federal agency regulations pertaining to water systems of its size and kind, including, but not limited to, requisite sampling to assure compliance with any applicable Federal Requirements for testing and water quality.

Section 22. Access to Records. Each Party agrees that the other Party and its authorized representatives will have access at reasonable times to all books,

**TIGARD – JWC WATER SUPPLY AGREEMENT 2015**

documents, papers and records which are directly related to the Agreement, for the purpose of making any audit, examination, copies, excerpts and transcripts.

IT IS SO AGREED AND EFFECTIVE THIS \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 2015.

City of Tigard  
an Oregon Municipal Corporation

Joint Water Commission  
an ORS Chapter 190 Entity

By: \_\_\_\_\_  
Martha A. Wine  
City Manager

By: \_\_\_\_\_  
Kevin Hanway  
General Manager

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

Approved as to Form:  
By: \_\_\_\_\_  
JWC Counsel

Approved as to Form:  
By: \_\_\_\_\_  
City Attorney



April 20, 27 and May 4, 2015 during a Budget Committee public hearing.

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**Attachments**

Council and Mayor Stipend

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CITY OF TIGARD, OREGON  
TIGARD CITY COUNCIL  
RESOLUTION NO. 15-

A RESOLUTION ESTABLISHING MAYOR AND COUNCIL COMPENSATION WHICH SUPERSEDES RESOLUTION NO 14-26.

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WHEREAS, the City Council is charged by City Charter Section 11 and by the Municipal Code Section 2.44.010 with responsibility to set annually the amount of compensation for the appointed or elected officers of the City ; and

WHEREAS, the Budget Committee studied the matter in a public meeting and approved the FY 2015-2016 budget to include additional compensation; and

WHEREAS, except where contracts are currently being negotiated, city staff will receive a cost of living adjustment of 1.7% in FY 2016; and

WHEREAS, Tigard Municipal Code 2.22 states that the purpose of Mayor and Council compensation is for attendance at regularly scheduled meetings of the city council and meetings for an intergovernmental board, committee, or agency; and

WHEREAS, the City Council recognizes that the Mayor has important duties over and above regular City Council duties and liaison assignments, including: attendance at meetings of committees, governmental bodies and stakeholders relating to regional decisions; and the regular involvement of an elected official to connect with citizens, businesses, and property owners on city issues.

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

SECTION 1: The annual stipend for the Council Members, other than the Mayor, shall be \$5,880.

SECTION 2: The annual stipend for the Mayor shall be \$45,285.

SECTION 3: Mayor and Council will each receive an automobile stipend of \$275 per month.

SECTION 4: Mayor and Council are eligible for city paid technology for city business purposes; including a cell phone stipend or a city cell phone.

SECTION 5: Mayor and Council are eligible to participate in the City's health insurance benefit plans offered to City employees.

SECTION 6: Mayor and Council are expected to abide by the Council Rules, and make best efforts to attend City Council meetings, and perform liaison, committee, board and other responsibilities assigned by the City Council.

SECTION 7: It is the expectation of the City Council that the assignments given to the Mayor, over and above the usual and customary assignments, will require an average of twenty (20) hours each week.

SECTION 8: Should the duties of the Mayor average less than 20 hours per week, the stipend may be adjusted downward with the approval of the Mayor and City Council.

SECTION 9: The Mayor shall submit regular reports to the City Council summarizing activities and reporting on issues and outcomes and time required for each area of activity.

SECTION 10: Renewal of the provisions of this resolution pertaining to the additional responsibilities and compensation for the Mayor shall be deliberated during the City's budget process each fiscal year.

SECTION 11: Consideration on the amount of compensation and benefits to City Council members shall be deliberated during the budget process for each fiscal year.

SECTION 12: This resolution is effective July 1, 2015.

PASSED: This \_\_\_\_\_ day of \_\_\_\_\_ 2015.

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Mayor - City of Tigard

ATTEST:

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City Recorder - City of Tigard



quality by encouraging the use of alternative modes of transportation. Of the \$2.1 million Metro awarded in the current grant cycle, \$458,000 was allocated to programs that make travel to and from schools safer in Tigard, Beaverton and Portland. The grant award will pay for a dedicated Safe Routes to School Coordinator to accelerate program implementation at the seven elementary schools and two middle schools in Tigard. The grant is expected to fund a Coordinator for two years starting this August.

In November 2014, the Washington County Coordinating Committee approved a \$41,000 MSTIP Opportunity Fund grant to support the Metro RTO grant that Tigard had applied for. This will pay the RTO grant match minimum requirement (10.27%) and help support additional needs of the Safe Routes To School program described in the RTO grant request. The SRTS program and RTO application includes \$83,035 of in-kind services (labor hours and printing costs) for a total program expense of \$274,035 for the 2-year effort.

Attached are two IGA's (with accompanying resolutions). The first is with Metro to accept and manage \$150,000 in Regional Travel Options (RTO) funding awarded in February 2015, and the second is with Washington County for a \$41,000 MSTIP Opportunity Fund grant awarded in November 2014. Council is being asked to authorize city officials to execute the IGAs.

## **OTHER ALTERNATIVES**

Council could propose changes to the IGAs.

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

Tigard Strategic Plan:

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

Goal 1 "Facilitate walking connections to develop an identity."

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

Goal 3 "Engage the community in dynamic communication."

Objective 2 "The community is engaged and connected to the vision."

Tigard Comprehensive Plan:

Goal 15.4 "Develop comprehensive street and circulation improvements for pedestrians, automobiles, bicycles and transit."

Tigard Transportation System Plan:

Goal 3 Multi-modal Transportation System "Provide an accessible, multi-modal transportation system that meets the mobility needs of the community."

Policy 10. "The city shall require appropriate access to bicycle and pedestrian facilities for all schools, parks, public facilities and commercial areas."

Tigard Greenway Trail System Master Plan:

Has an objective to "increase opportunities for walking, bicycling and accessing transit by

identifying and developing trail improvement projects that complete the greenway trail system."

Tigard Neighborhood Trails Plan:

Has an objective to "focus on connections that enhance the broader transportation network, including sidewalks, trails and transit routes."

## **DATES OF PREVIOUS CONSIDERATION**

At the March 24, 2015 Council Business Meeting, Resolution No. 15-11 supporting the Metro Regional Government's establishment of policy direction for the 2019-2020 Metropolitan Transportation Improvement Program to create a regional Safe Routes to School program passed unanimously.

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### **Fiscal Impact**

**Cost:** 191,000

**Budgeted (yes or no):** Yes

**Where Budgeted (department/program):** Community Development

#### **Additional Fiscal Notes:**

In Tigard, the \$150,000 grant and the MSTIP Opportunity Fund grant of \$41,000 will fund a SRTS Coordinator position for two years. This funding is being matched with in-kind service hours of \$82,035 from city staff. This is a reimbursement grant and is in the proposed 2015-16 budget.

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### **Attachments**

Metro IGA Resolution

Metro SRTS IGA

Wash Co IGA Resolution

Wash Co SRTS IGA

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**CITY OF TIGARD, OREGON  
TIGARD CITY COUNCIL  
RESOLUTION NO. 15-**

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH METRO TO MANAGE A \$150,000 REGIONAL TRAVEL OPTIONS GRANT THAT WILL FUND A SAFE ROUTES TO SCHOOL COORDINATOR FOR A PERIOD OF TWO YEARS.

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WHEREAS, the City’s strategic vision is “The most walkable community in the Pacific Northwest where people of all ages and abilities live healthy, interconnected lives;” and

WHEREAS, when it is safe, convenient, and fun to walk to neighborhood schools, our children are healthier, our streets are safer for everyone, and our communities thrive; and

WHEREAS, kids that can safely walk and bike to their neighborhood school get regular physical activity and do better in school; and

WHEREAS, our kids who most need more opportunities for physical activity often don’t have safe routes for walking or biking to school; and

WHEREAS, comprehensive Safe Routes to School programs have proven successful at getting more kids to bike and walk to school; and

WHEREAS, Safe Routes to School programs are a cost-effective way to improve children’s health, make neighborhood streets safer for everyone, engage community members in promoting healthy and safe choices, and reduce school-related congestion; and

WHEREAS, the City recognizes the value of Safe Routes to School in meeting its goals and realizing its strategic vision; and

WHEREAS, funding from Metro has been secured through their Regional Travel Options program to grow and sustain Safe Routes to School programs in the City; and

WHEREAS, the Metro funding is needed to hire a full time coordinator for a period of two years to run a Safe Routes to School program in the Tigard-Tualatin School District to serve every K - 8 Tigard student; and

WHEREAS, an intergovernmental agreement (IGA) between Metro and Tigard memorializes services to be performed and obligations of the parties to manage a \$150,000 Regional Travel Options grant for a dedicated Safe Routes to School Coordinator in Tigard; and

WHEREAS, the Regional Travel Options grant is a reimbursement grant requiring Tigard to invoice Metro quarterly for labor costs incurred while supporting the Safe Routes to School Coordinator position.

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

SECTION 1: The Tigard City Council approves the IGA with Metro for management of a \$150,000 Regional Travel Options grant to fund a dedicated Safe Routes to School Coordinator for Tigard and authorizes the City Manager to sign the IGA.

SECTION 2: This resolution is effective immediately upon passage.

PASSED: This \_\_\_\_\_ day of \_\_\_\_\_ 2015.

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Mayor - City of Tigard

ATTEST:

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City Recorder - City of Tigard



600 NE Grand Avenue  
Portland, OR 97232-2736  
503-797-1700

# Grant Agreement

Metro Grant 933346

## Project: Safe Routes to School

THIS AGREEMENT is between **Metro**, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, located at 600 N.E. Grand Avenue, Portland, Oregon 97232-2736, and **City of Tigard** referred to herein as "Grantee," located at 13125 SW Hall Blvd., Tigard, Oregon 97223.

### A. Recitals

1. Metro and its Regional Travel Option's (RTO) program is the recipient of Federal Transit Administration ("FTA") Congestion Mitigation and Air Quality (CMAQ) and Surface Transportation Program (STP) grant funds, and wishes to enter into this Agreement with the Grantee, utilizing these federal funds.
2. Metro considers the Grantee to be a **subrecipient** of federal funds. Funding for this project is obtained from a Grant Agreement between Metro and the FTA, utilizing Congestion Mitigation and Air Quality (CMAQ) or Surface Transportation Program (STP) funds, CFDA No. 20.507. As federal funds are involved in the Agreement, Exhibit C – Federal Clauses, Attachments A and B and Exhibit D – Department of Labor Clauses are attached hereto and by this reference made a part of this Agreement as if set forth in full.
3. The Regional Travel Options Program, hereinafter referred to as the "RTO Program" is a program of Metro designed to assist local governments and non-profit agencies in managing demand on the transportation system and increasing use of travel options.
4. Metro selected Grantee, through a competitive process, to receive partial funding for the purpose of supporting the City of Tigard's project – **Safe Routes to School**. This project will fund a full-time Safe Routes to School (SRTS) Coordinator position in the City of Tigard for fiscal years 2016 and 2017. The Coordinator will be the hub of Citywide and Tigard-Tualatin School District (TTSD) efforts to promote walking and bicycling for school and other trips. By working directly with individual schools, Tigard SRTS will reinforce the City's commitment to being "The most walkable community in the Pacific Northwest where people of all ages and abilities enjoy healthy and interconnected lives." The program will also be a model to other cities in the Portland Metro region, demonstrating how a citywide program offers in-depth and personalized encouragement and outreach that can effectively shift travel behaviors. This project is expected to further the RTO effort toward accomplishing Regional Transportation Plan modal target of 40% non-SOV trips or higher, by the year 2040. The work plan elements outlined here are elements of a much larger Grantee work plan that is being partially funded using requested METRO RTO grant dollars for Metro fiscal years 15 -16 and 16 -17.

### B. Effective Date and Duration

The beginning date of this Agreement is July 1, 2015, and shall remain in effect until and including June 30, 2017 unless terminated or extended as provided in this Agreement. Costs incurred on or after July 1, 2015 which are deemed allowable costs for this project, will be reimbursed once all parties have signed this Agreement and Metro has been presented with the appropriate invoice and documentation.

### C. Scope of Work

Grantee shall provide all services and materials specified in the attached "Exhibit A – Scope of Work," which is incorporated into this Agreement by this reference as if set forth in full. Grantee in accordance with the Scope of Work shall provide all services and materials, in a competent and professional manner. To the extent that the Scope of Work contains additional Agreement provisions or waives any provision in the body of this Agreement, the Scope of Work shall control.

# Grant Agreement

Metro Grant 933346

## D. Compensation

The total Agreement amount is **ONE HUNDRED SIXTY SEVEN ONE HUNDRED SIXTY EIGHT AND NO/100<sup>th</sup>'s DOLLARS (\$167,168.00)**. This amount includes (1) FTA GRANT funds to be dispersed to Grantee not to exceed **ONE HUNDRED FIFTY THOUSAND AND NO/100<sup>th</sup>'s DOLLARS (\$150,000.00)**; (2) Grantee's non federal local match of **SEVENTEEN THOUSAND ONE HUNDRED SIXTY EIGHT AND NO/100<sup>th</sup>'s DOLLARS (\$17,168.00)**.

## E. Payment

1. All invoice payments are conditional upon Metro's Project Manager approval of the Quarterly Progress Reports. Grantee shall present cost reports, reimbursement requests and progress reports to Metro's RTO Project Manager on a quarterly basis.
2. Qualified costs are direct project costs, incurred by the Grantee and personal services contractor(s) during the term of this Agreement that are eligible for federal funds. Metro shall reimburse Grantee for qualified costs for work described in Exhibit A, in accordance with:
  - Uniform Guidance – Super Circular
3. Invoices shall display one hundred percent (100%) of the total project costs incurred during the period of the invoice, and identify any required matching amounts, if applicable. If Metro requests documentation, including without limitation copies of receipts for expenditures, timesheets, or system-generated accounting reports documenting the actual expense, Metro must receive the documentation before Metro makes payment.

## F. Subcontracts

1. Grantee **shall not** enter into any subcontract for any of the Services required by this Agreement without Metro's prior written consent. Upon approval by Metro of a subcontract, the parties will amend the Agreement to include provisions related to the subcontract.
2. Metro's consent to any subcontract shall not relieve Grantee of any of its duties or obligations under this Agreement. Payment under the terms of this Agreement will be made to the Grantee and subcontractors have no right to payment directly from the Metro.
3. Grantee is solely responsible for paying Grantee's subcontractors and nothing contained herein shall create or be construed to create any contractual relationship between any subcontractor and Metro.

## G. Records Maintenance – Access

1. Grantee shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles ("GAAP"). In addition, Grantee shall maintain any other records pertinent to this Agreement in such a manner as to clearly document Grantee's performance.
2. Grantee acknowledges and agrees that Metro, the FTA, the Comptroller General of the United States and/or their duly authorized representatives shall have access to such fiscal records and other books, documents, timesheets, papers, plans and writings of Grantee that are pertinent to this Agreement to perform examinations and audits and make excerpts and transcripts.
3. Grantee shall retain and keep accessible all such fiscal records, books, documents, timesheets, papers, plans, and writings for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

# Grant Agreement

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Metro Grant 933346

## H. Indemnity

Grantee is an independent contractor and assumes full responsibility for the performance of the Scope of Work and the content of its work and performance. Grantee agrees to indemnify and defend Metro and hold Metro, its agents, employees and elected officials harmless from any and all claims, demands, damages, actions, losses, and expenses, including attorney's fees at trial and on appeal, arising out of or in any way connected with its performance of this Agreement.

## I. Termination

Metro may terminate this Agreement after providing Grantee seven (7) days' written notice. In the event of termination, Grantee shall be entitled to payment for qualified costs incurred before the date of termination. Metro shall not be liable for indirect or consequential damages. Termination by Metro shall not waive any claim or remedies it may have against Grantee.

## J. Insurance

1. Grantee shall purchase and maintain at Grantee's expense, the following types of insurance, covering Grantee, its employees, and agents:
  - a) The most recently approved ISO (Insurance Services Office) Commercial General Liability policy, or its equivalent, written on an occurrence basis, with limits not less than \$1,000,000.00 per occurrence and \$1,000,000.00 aggregate. The policy will include coverage for bodily injury, property damage, personal injury, contractual liability, premises and products/completed operations. Grantee's coverage will be primary as respects Metro.
  - b) Automobile insurance with coverage for bodily injury and property damage and with limits not less than minimum of \$1,000,000.00 per occurrence.
  - c) Workers' Compensation insurance meeting Oregon statutory requirements including Employer's Liability with limits not less than \$500,000.00 per accident or disease.
2. Metro, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDS on Commercial General Liability and Automobile policies.
3. Grantee shall provide to Metro thirty (30) days' written notice of any material change or policy cancellation.
4. Grantee shall provide Metro with a Certificate of Insurance complying with this article upon return of the Grantee's signed Agreement to Metro. The Certificate of Insurance shall identify the Metro Grant number (**933346**).

## K. Right to Withhold Payments

Metro shall have the right to withhold from payments due Grantee such sums as necessary, in Metro's sole opinion, to protect Metro against any loss, damage or claim which may result from Grantee's performance or failure to perform under this Agreement or the failure of Grantee to make proper payment to any suppliers or subcontractors.

# Grant Agreement

Metro Grant 933346

## L. Federal, State, and Local Law Compliance

1. Grantee shall comply with the public contracting provisions of ORS chapters 279A, 279B and 279C and the recycling provisions of ORS 279B.025 to the extent those provisions apply to this Agreement. All such provisions required to be included in this Agreement are incorporated herein by reference. Grantee shall comply with all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations.

2. This Agreement is subject to a financial assistance agreement between Metro and the Federal Transit Administration (FTA). Grantee shall comply with all applicable federal laws, regulations, executive orders, rules, policies, procedures and directives, whether or not expressly set forth in this Agreement, including but not limited to the following, which are incorporated into and made a part hereof:

- the terms and conditions applicable to a “recipient” set forth in the October 1, 2014 FTA Master Agreement [FTA MA 21] or most recent between Metro and the FTA
- FTA Circular 5010.1D, Grant Management Requirements
- FTA Circular 4220.1F, 3<sup>rd</sup> Party Procurement Requirements
- Uniform Guidance – Super Circular

3. Grantee also shall comply with federal, state, and local laws, statutes, and ordinances relative to, but is not limited to, non-discrimination, safety and health, environmental protection, waste reduction and recycling, fire protection, permits, fees and similar subjects.

## M. Discrimination Prohibited

No recipient or proposed recipient of any services or other assistance under the provisions of this Agreement or any program related to this Agreement may be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available through this Agreement on the grounds of race, color, or national origin, 42 U.S.C. §2000d (Title VI), or on the grounds of religion, sex, ancestry, age, or disability as that term is defined in the Americans with Disabilities Act. For purposes of this section, “program or activity” is defined as any function conducted by an identifiable administrative unit of the Grantee receiving funds pursuant to this Agreement.

## N. Ownership of Documents and Credit to Metro

1. All documents of any nature including, but not limited to, reports, drawings, works of art and photographs, produced by Grantee pursuant to this Agreement are the property of Metro, and it is agreed by the parties that such documents are works made for hire. Grantee hereby conveys, transfers, and grants to Metro all rights of reproduction and the copyright to all such documents.

2. Grantee shall ensure that all communications tools related to work performed under this Agreement including without limitation brochures and advertisements, include language found in Exhibit B – “Partnership Requirements” which is attached hereto and by this reference made a part of this Agreement as if set forth in full.

## O. Project Information

Grantee shall share all project information and fully cooperate with Metro, informing Metro of all aspects of the project including actual or potential problems or defects. Grantee shall abstain from releasing any information or project news without the prior and specific written approval of Metro.



600 NE Grand Avenue  
Portland, OR 97232-2736  
503-797-1700

# Grant Agreement

Metro Grant 933346

## **P. Independent Contractor Status**

1. Grantee shall be an independent Contractor for all purposes and shall be entitled only to the compensation provided for in this Agreement. Under no circumstances shall Grantee be considered an employee of Metro.
2. Grantee shall provide all tools or equipment necessary to carry out this Agreement, and shall exercise complete control in achieving the results specified in the Scope of Work.
3. Grantee is solely responsible for its performance under this Agreement and the quality of its work; for obtaining and maintaining all licenses and certifications necessary to carry out this Agreement; for payment of any fees, taxes, royalties, or other expenses necessary to complete the work except as otherwise specified in the Scope of Work; and for meeting all other requirements of law in carrying out this Agreement.
4. Grantee shall identify and certify tax status and identification number through execution of IRS form W-9 prior to submitting any request for payment to Metro.

## **Q. Assignment**

Grantee may not assign or transfer this Agreement without written permission from Metro.

## **R. Choice of Law**

The situs of this Agreement is Portland, Oregon. Any litigation over this Agreement shall be governed by the laws of the State of Oregon and shall be conducted in the Circuit Court of the State of Oregon for Multnomah County, or, if jurisdiction is proper, in the U.S. District Court for the District of Oregon.

## **S. No Waiver of Claims**

The failure to enforce any provision of this Agreement shall not constitute a waiver by Metro of that or any other provision.

## **T. Modification**

Notwithstanding and succeeding any and all prior agreements or practices, this Agreement constitutes the entire Agreement between the parties, and may only be expressly modified in writing, signed by both parties.

## **U. Severability**

If any clause, sentence or any other portion of the terms and conditions of this Grant Agreement becomes illegal, null or void for any reason, the remaining portions will remain in full force and effect to the fullest extent permitted by law.

## **V. No Special or Consequential Damages**

Grantee expressly waives any claims against Metro regarding the Scope of Work under this Agreement. Metro's liability under this Agreement shall be limited to payment of the Grant Funds, to the extent that Grantee has fully and completely complied with all terms and conditions of this Agreement. In no event shall Metro be liable for and the Grantee specifically releases Metro from any liability for special, punitive, exemplary, consequential, incidental or indirect losses or damages (in tort, contract or otherwise) under or in respect of this Agreement or for any failure of performance related to the Scope of Work or this Agreement, however caused, whether or not arising from Metro's sole, joint or concurrent negligence.



600 NE Grand Avenue  
Portland, OR 97232-2736  
503-797-1700

# Grant Agreement

Metro Grant 933346

**GRANTEE, BY EXECUTION OF THIS AGREEMENT TO AGREE, HEREBY ACKNOWLEDGES THAT GRANTEE HAS READ THIS AGREEMENT TO AGREE, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

**City of Tigard**

**Metro**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

DUNS #: \_\_\_\_\_

Federal ID (EIN) #: \_\_\_\_\_

Grantee Congressional District: \_\_\_\_\_

Grantee Geographic location: \_\_\_\_\_

Name of Title VI Officer: \_\_\_\_\_

Fiscal Year: \_\_\_\_\_

Percentage of annual revenue (previous FY) from all federal sources: \_\_\_\_\_

Accounting software: \_\_\_\_\_

**Provide:**

Copy of most recent A-133 audit

# Exhibit A – Scope of Work

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## Part 1. Scope of Work

### Project Description

This project will fund a full-time Safe Routes to School (SRTS) Coordinator position in the City of Tigard for fiscal years 2016 and 2017. The Coordinator will be the hub of Citywide and Tigard-Tualatin School District (TTSD) efforts to promote walking and bicycling for school and other trips. By working directly with individual schools, Tigard SRTS will reinforce the City's commitment to being "The most walkable community in the Pacific Northwest where people of all ages and abilities enjoy healthy and interconnected lives". The program will also be a model to other cities in the Portland Metro region, demonstrating how a citywide program offers in-depth and personalized encouragement and outreach that can effectively shift travel behaviors.

### Background

Between 1969 and 2004, the percentage of school-age children who walked or biked to school dropped from roughly 50 to 15%, nationally. Similarly, the proportion of Tigard residents commuting by foot has decreased 29% in recent years. This program addresses this issue and ties into citywide efforts to promote walking and bicycling as viable modes of transportation in Tigard. Such improvements will have a far-reaching impact, as 85% of the City of Tigard is within a half-mile of a school. By focusing on students' travel, the program will reach families throughout Tigard and help establish transportation habits from an early age. SRTS programs have proven effectiveness in shifting school trips to walking and bicycling.

Tigard is not unusual in having schools near arterials and collectors that are difficult to cross, and local streets around schools with inadequate sidewalks, signage, pedestrian and bicycle safety devices, or bike parking. Currently, access to schools in Tigard does not fit with the City's strategic vision. Initiating a SRTS program at four schools acknowledges the work that needs to be done, and a commitment to do it. The City has made significant investments in order to realize its vision and will continue to prioritize infrastructure that improves safety and access for people on foot and on bikes. The City of Tigard will build on this momentum and has committed to realigning its Capital Improvement Plan (CIP) to support safe walking and bicycling routes to schools.

Several other departments and organizations within Tigard are currently hosting events and conducting outreach around walking and bicycling.

This year, City has begun working with elementary middle schools in the TTSD to reestablish walking and biking to school as a way of life in Tigard. City staff are currently working with TTSD, school staff, parents, and police to develop Action Plans and encourage Parent-Student Organizations (PSOs) to support SRTS activities such as Walk & Roll to School Day and Walking School Buses. The City is currently working with three schools during the 2014-15 school year:

- **Templeton Elementary:** A walk audit was held on November 20, 2014 to observe conditions at Templeton as part of the Action Plan development process. The PSO was actively involved in the audit, and some parents have started an informal Walking School Bus program with students in their neighborhood.
- **Metzger Elementary:** In September 2014, the City partnered with neighbors, staff, and volunteers on a new bike and pedestrian path connecting Metzger Elementary School and the Learning Tree Child Care Center. The school hosted International Walk & Roll to School Day in October 2014 and the PE teacher has shown interest in providing bicycle safety education to students.

# Exhibit A – Scope of Work

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Metro Grant 933346

- **Deer Creek:** While outside the City limits, Deer Creek Elementary has many students from Tigard. School staff are working with Washington County SRTS, City of Tigard, and TTSD to plan a walk audit and identify safety improvements.

In addition, staff have been meeting with principals and PSOs at Durham Elementary, Alberta Ryder, and Twality Middle School. Staff attended and spoke with parents at back to school nights, but lacked outreach materials and resources to engage parents around discussions of transportation options. Staff have also met with TTSD, Tigard Public Library, Tigard Bicycle/Pedestrian Subcommittee, Washington County SRTS, and Washington County Bicycle Transportation Coalition, Bicycle Transportation Alliance, and SRTS National Partnership staff to discuss their support of education efforts and the RTO grant.

This project will expand the reach by enabling staff to develop and implement Action Plans at all schools in Tigard, as well as establishing avenues for coordination such as a SRTS Task Force and a formal SRTS Champion program that will continue the program in the future.

## Project Goals/Expected Outcomes

The Tigard SRTS Program will hire a SRTS Coordinator in the City of Tigard for fiscal years 2016 and 2017 to establish SRTS education, encouragement, and outreach programs at the nine City of Tigard Tigard-Tualatin School District (TTSD) schools. The specific targeted outcomes of this project include:

- Reduce the number of driving trips to schools in the City of Tigard, while improving safety for students and their families.
- Educate students and their parents about the benefits of walking and bicycling as well as how to walk and bicycle safely.
- Improve traffic safety and circulation by working with the City of Tigard, TTSD, and school stakeholders to develop school action plans and amend capital improvement plans.
- Identify SRTS Champions at all schools, to help build the program and sustain activities after the grant has expired.

These outcomes will be achieved by coordination with partners at Washington County, TTSD, the City of Tualatin, the SRTS National Partnership and the schools themselves.

## Promote Walking and Bicycling

Encouragement and outreach activities will promote active transportation modes to families in Tigard by educating them on the best route and by overcoming safety concerns. Events such as International Walk & Roll to School Day and activities like Walking School Buses enable students to walk or bike to school with a group, alleviating parents' concerns. Parents' traffic safety concerns deter 40% of students from walking or biking to school in the US, but traffic control measures and safe crossings alleviate these concerns.<sup>1</sup> Improvements identified through the walk audits will be prioritized for the City's CIP to provide the infrastructure for safe walking and bicycling routes to school.

## Educate Families about Safe Walking and Bicycling

The primary role of the new SRTS Coordinator will be to create an outreach strategy, convene a Task Force, and coordinate with parent and school SRTS Champions to coordinate and implement SRTS activities throughout Tigard. The Coordinator will work with outside groups, such as the Washington County Bicycle transportation Commission, Washington County SRTS group, Bicycle Transportation Alliance, and the SRTS National Partnership to work together on regional issues, maintain best practices locally, and share local successes.

# Exhibit A – Scope of Work

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## Improve Traffic Safety and Circulation

The program will formalize and support existing City efforts towards improving walkability in Tigard, enabling City staff to complete Action Plans for all schools in the Tigard-Tualatin School District (TTSD) and begin implementation. It will also fund educational programming that will teach students how to walk and bicycle safely, reducing injuries and encouraging parents to allow their children to walk and bicycle to school.

## Build a Sustainable Program

This program lays out the groundwork for an ongoing partnership between the City and TTSD, establishing priorities and avenues for coordination that will continue after grant funding expires. In particular, the monthly Task Force will serve as a regular avenue for local and regional coordination between education/encouragement, engineering, enforcement, and evaluation implementers. In addition, the SRTS Champion program lays out strategies for identifying, maintaining, and replacing parent volunteers as they naturally transition. Finally, the walk audits at all schools, completed through the grant, will identify and prioritize infrastructure improvements. The list of priority improvements will inform the City's CIP, and will institutionalize safety improvements.

## Evaluation Plan

A robust evaluation is planned for the Tigard SRTS Program, to demonstrate the program impacts and benefits to community members as well as other jurisdictions that may be interested in developing SRTS programs locally.

Data collection will follow approved NC-SRTS methodologies and will include:

- **Hand tallies** at all schools each fall and spring to provide the most reliable and accurate student commute mode split information.
- **Parent surveys** in fall 2015 and again in spring 2017 to compare before and after perceptions of the benefits of active transportation and barriers to walking and bicycling.
- **Student and parent participation** in SRTS activities and events, to indicate the number of people reached by the program and number of events offered. Surveys or evaluation forms will be used to solicit success stories or other feedback, which can be used to gauge interest and perceptions about the program.

The data will be combined into a report that will track program progress toward goals. Results will be presented for the overall program as well as highlights at each school. The report will be a resource for educating the public about the benefits of SRTS in Tigard and how the community as a whole profits from the programming. The evaluation will also identify which activities and events are popular and which may need to be improved or changed. This will help program staff refine education and encouragement efforts to better serve the community.

## Project Staff

The primary project team members are summarized below. For key project team members, the table shows the percent of time that they will work on this project. To reflect the varying activities over the course of the project, this is indicated as a range or at the level during the individual's primary involvement. The grant will enable the hiring of a full-time SRTS Coordinator, who will be the conduit of information between City staff, school staff, parents, teachers, and others. In addition to the primary project staff, the project manager will enlist the support of other staff members who have relevant expertise, experience, or responsibilities. The total hours that these individuals will dedicate to the project are marginal. However, their expertise will inform various phases of the project, such as holding walk audits, identifying infrastructure improvements, developing graphics and the project website, and reaching out to county and regional staff. Their assistance will ensure coordination between existing trail or street projects and maintenance to benefit SRTS efforts.

# Exhibit A – Scope of Work

Table 1. City Project Team

Staff Name, Title	Project Role	Years of Experience	% of Time
<b>Primary Staff</b>			
Kenny Asher, Community Development Director	Program Director	20	7%
TBD	SRTS Coordinator	TBD	100
<b>Secondary Staff</b>			
Buff Brown, Senior Transportation Planner	School Action Planner		10%
Cheryl Caines, Associate Planner	School Action Planner	9	3%
John Floyd, Associate Planner	School Action Planner	10	3%
Gary Pagenstecher, Associate Planner	School Action Planner	16	3%
Meghan Vehrey, Graphic Designer	Graphic Designer		4%
Amber Bell, Library	Library Coordination		1%
Rudy Owens, Communications Strategist	SRTS Communications	8	4%
Nancy Lof, Web Services Coordinator	SRTS Web Coordinator	6	3%
Tim Lehrbach, Permit Center Specialist	School Action Planning	3	4%

**Note:** The City shall notify Metro in writing of any staffing change(s) within ten (10) business days of such change. Agreement to any changes in staff working on grant programming shall be approved by Metro. Metro shall notify the City in writing of acceptance of staff changes.

## Major Project Tasks

### Task 1. Project Management

#### 1.1 Hire SRTS Coordinator

The City will use Attachment A. Job Posting to solicit applications for the Tigard SRTS Coordinator position. The Posting will be publicized throughout the community and regional networks, such as through the SRTS-National Partnership newsletter to maximize exposure.

##### Deliverables

- SRTS Coordinator hired, by July 31, 2015

#### 1.2 Stakeholder Outreach Plan

The SRTS Coordinator will develop an Outreach Plan to identify stakeholders and outreach methods. This will include a strategy for convening the SRTS Task Force (see Task 1.3). The Coordinator will list existing groups or organizations that may support the Tigard SRTS efforts, such as TTSD, the Tigard Public Library, the Tigard Bicycle/Pedestrian Subcommittee, local bicycle shops or major employers, and other community groups such as business associations. The Coordinator will consider methods of informing parents and community members about the SRTS program activities and events.

The Outreach Plan will include a schedule of activities throughout the Grant period and identify deadlines for key events, such as back-to-school, International Walk & Roll to School Day, Family Bike Festival, and a spring event.

##### Deliverables

- Outreach Plan, by September 30, 2015

# Exhibit A – Scope of Work

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## 1.3 SRTS Task Force

The SRTS Coordinator will identify project participants, including City of Tigard, City of Tualatin, TTSD, Washington County, SRTS-National Partnership, and school staff, parents, teachers, and other stakeholders who may be interested in participating. Staff will conduct direct outreach to stakeholders and current community volunteers to establish the Tigard SRTS Task Force, as well as working with individual schools to identify and retain parent and teacher volunteer School Champions.

During Year 1, the Task Force will be charged with developing a shared vision, goals, and objectives for the program, and identifying community resources and capacity that can be leveraged in support of this program. During Year 2 of the program, the Task Force will identify major activities and commitments within a 1-5 year time frame. Throughout both years, the Task Force will be asked to review and comment on major strategic questions and products.

### Deliverables

- SRTS Task Force roster, by October 31, 2015
- SRTS Task Force meeting agendas and minutes, ongoing

## 1.4 Promotional Materials

The SRTS Coordinator will work with City staff to develop a unique ‘brand’ that reflects the City of Tigard’s commitment to the program. The visual materials will reflect the program goals and objectives, tying the SRTS program to broader City initiatives and strategies and reaching beyond the SRTS safety messaging. For example, Tigard’s recently adopted long-term strategic plan vision to become “*The most walkable community in the Pacific Northwest where people of all ages and abilities enjoy healthy and interconnected lives*” will serve to support and enhance SRTS messaging. The brand and consistent graphic design will formalize and legitimize the program.

After the brand is developed, the SRTS Coordinator will create a brochure and regular newsletters that publicize the program at schools and educate the public about the benefits of SRTS programs. These may list suggestions for safe walking, bicycling, and driving with students, as well as resources for parents who may be interested in volunteering. Sample informational brochures include: [ODOT's Back to School Information](#), [Portland SRTS brochure](#), and [Pico Rivera SRTS](#). Newsletter samples include: [Portland SRTS newsletter](#) and [Alameda County SRTS newsletters](#). An informational handout has been developed for this grant, and is provided as Attachment B.

The City will set up a SRTS page on its website, which will highlight the SRTS brochure and upcoming events. The page will include information about ongoing activities, opportunities to volunteer, tips for safe walking, bicycling, and driving, and school action plans and maps as they are completed. Sample websites for SRTS programs include: [Eugene's SRTS](#), [Portland SRTS](#), [Alameda County SRTS](#), [Marin County SRTS](#), [Safe Routes Philly](#), and [Elmhurst District 205 SRTS](#).

### Deliverables

- Draft and final Tigard Safe Routes to School Program visuals, by August 31, 2015
- Printed program material guidelines and messaging, including appropriate colors and timesteps, that coordinate with existing City of Tigard branding), by August 31, 2015
- Tigard SRTS web page, by August 31, 2015

# Exhibit A – Scope of Work

## Task 2. Student Education & Encouragement

In addition to specific education and encouragement activities listed below, the SRTS Coordinator will encourage classroom teachers to integrate active transportation promotion into other lessons. For example, the hand tally could be implemented as part of a math class, or students in a science class could calculate their emissions from getting to school to understand the impact of their transportation decisions. The National Highway Traffic Safety Administration (NHTSA) has ideas for [SRTS classroom activities](#). More resources are available from [ECO2school](#), [Streets education](#), and the [Alameda County SRTS's Educator's Guide](#).

### Task 2.1 Citywide Walk & Roll to School Day

Kicking off the school year with a citywide coordinated event will help launch the program and generate excitement at new schools. An event bringing in the new year will also energize students at the four schools already engaged with SRTS. International Walk and Roll to School Day, held the first Wednesday in October, will be a catalyst for SRTS activities. The SRTS Coordinator will work with the Task Force to identify volunteers, plan events, coordinate distribution of resources, and solicit media attention to publicize the Walk & Roll to School Day. The City will issue a press release and help coordinate media attention at Walk & Roll to School Days throughout Tigard.

The City will make use of multiple Walk & Roll to School Day resources publically available, including [International Walk Bike to School](#), [ODOT's Monthly Walk Bike Incentives](#), and [Portland's Walk and Bike Challenge Month](#).

#### Deliverables

- Walk & Roll to School Day coordination, October 2015 and 2016
- Walk & Roll to School Day packet of materials for volunteers, by September 30, 2015

### Task 2.2 Student Incentives Programs

The SRTS Coordinator will work with the Task Force and SRTS Champions to develop a toolkit of incentive campaigns that will be offered at all schools, allowing flexibility for each school. The SRTS Coordinator will assemble a toolkit of resources for SRTS Champions, potentially including:

- Timeline of responsibilities and deadlines
- Sample outreach text copy for school newsletters and PA announcement
- Fliers, posters, or banners announcing the event
- Suggestions for spreading the word, such as through a meet & green table
- Volunteer sign-up sheets
- Incentive give-aways
- Suggestions for activities to enhance the event

In addition to the major events days, schools will be encouraged to select a day each week or an entire week or month for additional Walk & Roll events, such as Walk and Roll Wednesdays, or Bike and Walk Fridays, Walktober, Bike Month, etc. Encouragement programs will make use of readily-available resources, such as the [Monthly Walk and Bike Themes](#) available from the Oregon SRTS website, as well as the May [Walk + Bike Challenge](#), [Fire Up Your Feet](#), and Marin SRTS's [Walk & Roll Guidebook](#).

Recognizing that SRTS efforts are more effective when schools and volunteers have the flexibility to implement activities and events particularly interesting to them, the SRTS Coordinator will support volunteers in developing and establishing a range of programs. The Coordinator will also work with Twality and Fowler Middle Schools to identify and modify activities to appeal to middle schools students. For example, while elementary school students may be encouraged to participate with small incentives such as stickers or stamps, middle school students may benefit from larger raffle items, such as sneakers, umbrellas, or bike lights.

Finally, the SRTS Coordinator will work with local businesses and the PSOs to solicit incentives to offer participating students and families. Incentives as simple as coffee and muffins can encourage parents to walk to school and visit with other parents, while larger donations can be sponsorship and advertising opportunities for local businesses. The Coordinator will also take advantage of free incentives, such as those available through the Oregon SRTS program.

#### Deliverables

- Parent and school volunteer schedule with incentive programs to promote walking and bicycling, ongoing

# Exhibit A – Scope of Work

## Task 2.3 Student Pedestrian Education

Pedestrian traffic safety education is an essential component of a SRTS program and builds important skills that enable students to feel natural traveling by foot. The SRTS Coordinator and TTSD PE teachers will become trained through ODOT's free train-the-trainers education, and will provide pedestrian safety education to third grade classrooms using the Oregon SRTS's Neighborhood Navigators curriculum. The coordinator will organize and facilitate the training, and help interested teachers serve all schools in the program.

### Deliverables

- In-class pedestrian education for all third grade students, by November 30, 2015

## Task 2.4 Student Bicycle Education

Bicycle safety education is particularly beneficial for middle school students, who can travel further than younger students and who may be trusted to get to school on their own. This age group can make decisions about bicycling on low-traffic streets, if they are aware of the proper rules of the road and comfortable riding a bicycle while being aware of their surroundings.

The student education component will include in-classroom lessons and on-bicycle 'bike rodeos' focused on middle school students. To minimize the logistics for moving the bike fleet and training teachers, Tigard will purchase a 40-bike fleet, a trailer, tools, helmets, and pursue a maintenance contract with a local bike shop to support the education. TTSD has agreed to store the trailer when not being used for training.

In the first year of the grant, the City will work with the Bicycle Transportation Alliance (BTA) to train TTSD teachers in their Walk + Bike Youth Education curriculum. The goal will be for all sixth grade students to receive the 10-lesson Safe Routes for Kids curriculum, generally taught in one-hour lessons over the course of 10 consecutive school days or two-hour lessons over the course of 5 consecutive days. Program includes in-class and on-the-bike instruction, a fleet of bikes and helmets, parent release forms, pre and post-tests to evaluate progress, and a graduation ride. PE teachers at those schools will attend and participate in the lessons and become trained to teach the course to the remaining PE classes themselves, and at all classes in following years.

In addition, a PE teacher at Metzger Elementary is currently providing bicycle education, but is renting the BTA's fleet, which will no longer be available. The bicycle fleet purchased through the grant will be made available to Metzger and other elementary schools that may want to provide bicycle education or hold bicycle events independent of grant funding.

### Deliverables

- Bike education program for all sixth grade students at Twality and Fowler Middle Schools, by May 31, 2016 sustained by the PE teachers at the schools

## Task 3. Parent Education & Encouragement

### Task 3.1 SRTS Champion Program

A robust SRTS Champion program will be developed to identify, support, and nurture volunteers at each participating school. Champions will have clear responsibilities and support from the SRTS Coordinator to lead implementation efforts at their school. The program will be designed to foster participation from multiple volunteers and to set up expectations for finding replacement Champions as needed. Sample SRTS Champion materials are available from the Alameda County SRTS Program.

### Deliverables

- Materials for the SRTS Champion program, ongoing. Materials may include:
  - Agreement form between the Champion and the City, outlining roles and expectations
  - Packet of materials about the Tigard SRTS program, timeline of events, SRTS goals and resources, suggested activities, sample outreach text, and volunteer forms
  - Training materials to recruit interested parents, teachers, and school staff to kick-off the school year
  - Recognition program to reward participating SRTS Champions at the end of the school year, such as a barbeque or pizza party with small awards

# Exhibit A – Scope of Work

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## Task 3.2 Parent Education

Parent trainings educate parents about the SRTS program, benefits of participating, and how they can get involved. Trainings will provide parents with information they will need to safely walk and bicycle with their children to school and will address common concerns parents may have. The trainings will also highlight specific SRTS activities, such as Walking School Buses and Bike Trains, which can overcome parents' concerns about supervision, traffic safety, and stranger danger. One education presentation will be held at each school each year. More parents can attend educational activities if childcare is provided. A parallel bike skills workshop can be held to that will not only entertain children, but also teach them valuable bicycling skills and rules of the road.

### Deliverables

- Parent Education Trainings (one per school per year; 18 total), ongoing, ideally in the fall
- Walking School Bus/Bike Train outreach and encouragement, ongoing

## Task 3.3 Family Bike Safety Festival

An annual Family Bike Safety Festival will serve families at all schools. A free bike rodeo will be provided offer a bicycle safety check, a helmet pledge, skills stations, and an obstacle course. The SRTS Coordinator will solicit incentives and give-aways, such as helmets, and will partner with local bike shops to provide repairs. This event will be a visible way of encouraging families to get their bikes out of storage, and may be modeled on other events, such as the [Santa Monica Family Bike Fest](#).

This event should include other groups in the area, such as the Washington County Bicycle Transportation Coalition (BTC), who is offering a bicycle summer camp in Tigard during summer 2015, and the Bicycle Transportation Alliance.

### Deliverables

- Annual Family Bike Safety Festival, spring/summer 2016 and 2017

## Task 4. Engineering

### Task 4.1 School Improvement and Action Plans

The SRTS Coordinator will organize and lead walk audits and development of school Action Plans at all schools in Tigard, in coordination with City staff. To kick off the Action Plan development, the Coordinator will meet with school staff to identify specific areas of concern or concerning behaviors. Contacts at four schools have already been established to begin work on the Action Plans for each school. A walk audit will be held to observe circulation and drivers', walkers', and bicyclists' behaviors during morning drop-off. School, District, and City staff, as well as the SRTS Coordinator, police, parents, and the school community, will be invited to attend and share their observations. At schools on the border or outside of Tigard, staff will work with Washington County staff to determine improvements on County roads. The County is currently inventorying County roads within a mile of Metzger, Alberta Rider, and Deer Creek Elementary Schools.

The City anticipates initiating Action Plans for four schools prior to the grant funding, and will be developing Plans for the remaining six schools as part of the grant-funded efforts. The City will make use of resources for developing Action Plans on the [Oregon SRTS Website](#) as well as technical assistance from Washington County staff.

Using the information compiled from the Action Plans and community feedback, City staff will develop a map for each school that shows the bicycle and pedestrian facilities and access within a mile or less of the school. The map will show crossing guard locations, crosswalks, traffic signals, sidewalk locations, trails, bike parking, and other facilities. Example suggested route maps include [Portland SRTS Recommended Route Map](#) and [Pico Rivera CA Suggested Route Map](#).

### Deliverables

- Conduct walk audits at eight schools, ongoing
- Develop Action Plans and School Improvement Plans at eight schools, ongoing
- Develop Suggested Route Maps at all schools, by fall 2016

# Exhibit A – Scope of Work

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## **Task 4.2 Action Plan Implementation**

The SRTS Coordinator will work with City staff and the SRTS Task Force to begin implementation of the school Action Plans. Simple and inexpensive recommendations, such as maintaining vegetation to improve visibility, or re-painting, may be possible for the City to prioritize in existing maintenance activities. The SRTS Coordinator will provide technical assistance on sidewalk and trails projects that will benefit school commutes. The Coordinator will support other staff in Community Development and Public Works in evaluation capital improvement projects for their impact on school travel. Other longer-term improvements may require development as part of a larger planned construction or redevelopment project, which will be coordinated through the Task Force and the Tigard Transportation Advisory Committee. Finally, the SRTS Coordinator may prepare grant applications to fund more expensive improvements that would benefit the community.

### **Deliverables**

- Prioritized Action Plan recommendations, ongoing
- Coordination for implementation of Action Plan, ongoing

## **Task 5. Evaluation**

The evaluation approach will conform to the National Center for Safe Routes to School guidelines and will include the student hand tallies, parent surveys, and participation tracking previously discussed.

### **Task 5.1 Hand Tallies**

The SRTS Coordinator will work with teachers at each school to administer the tallies to their classrooms in the fall and spring each year of the program. Tally methodology will follow the National Center for SRTS (NC-SRTS) recommended data collection methods, and tallies will be entered into the Data Center to be used by regional and statewide evaluation efforts. While the NC-SRTS methodology requires tallies from only two classrooms per grade per school, this effort will collect information from as many classrooms as possible.

### **Deliverables**

- Hand tallies from classrooms at participating schools, fall and spring each year

### **Task 5.2 Parent Surveys**

To comply with best practices and other evaluation efforts, the Tigard SRTS program will be evaluated using the NC-SRTS parent/guardian surveys and following the approved NC-SRTS data collection methodology. A superior Spanish language parent/guardian survey has been developed as part of Washington County's SRTS program, which can be used by Tigard. Parent surveys will be administered in fall 2015 and again in spring 2017 to compare before and after perceptions of the benefits of active transportation and barriers to walking and bicycling.

### **Deliverables**

- Parent surveys from participating schools, fall 2015 and spring 2017

## Exhibit A – Scope of Work

### Task 5.3 Participation Tracking

Because mode shift is a long-term goal that may take years to realize, the program will also track student and parent participation in SRTS activities and events, to assess the number of people reached by the program and number of events offered. Surveys or evaluation forms will be used to solicit success stories or other feedback, which can be used to gauge interest in and perceptions about the program.

The City will set up a shared GoogleDoc or other simple online spreadsheet to easily track events and activities. Parent Champions and others involved with implementing SRTS activities will be trained to update information as applicable.

#### Deliverables

- Shared spreadsheet of program activities at schools, ongoing

### Task 5.4 Evaluation Report

The SRTS Coordinator will work with the City to produce a summary report each year that displays evaluation results in a visual and graphical format to promote the program within the community. The aforementioned data collection will be combined into a report that will track program progress toward goals. Results will be presented for the overall program as well as highlights at each school. The report will be a resource for educating the public about the benefits of SRTS in Tigard and how the community as a whole profits from the programming.

The SRTS Coordinators, along with City, school, and District staff, will be invited to review and provide insights and feedback on the draft report.

#### Deliverables

- Year 1 Interim Evaluation Summary, summer 2016
- Year 2 Final Evaluation Summary, summer 2017

### Project Timeline & Budget

The project will encompass the 2015-16 and 2016-17 school years, with programming focused on bringing all nine schools into the project using a phased approach:

- Phase I (began 2014-15 school year): Metzger Elementary, Templeton Elementary, Deer Creek Elementary
- Phase II (will begin 2015-16 school year): Durham Elementary, Woodward Elementary, Fowler Middle School, Twality Middle School
- Phase III (will begin 2016-17 school year): Alberta Rider Elementary, Tigard Elementary

The tables of the Project –Timeline, Project Costs, Matching Funds, and Summary of request represent the entire project to be executed by the City of Tigard. Metro is funding a portion of the total project. The City of Tigard anticipates this entire project will cost \$274,285.00 however, the amount Metro will fund for this project is:

(1) FTA GRANT funds to be dispersed to Grantee not to exceed **ONE HUNDRED FIFTY THOUSAND AND NO/100<sup>th</sup>'s DOLLARS (\$150,000.00)**

The amount the Grantee is required to spend to match Metro's grant:

(2) Grantee's non federal local match (10.27%) of **SEVENTEEN THOUSAND ONE HUNDRED SIXTY EIGHT AND NO/100<sup>th</sup>'s DOLLARS (\$17,168.00)**.

The remainder of the anticipated project budget is the responsibility of the City of Tigard.

# Exhibit A – Scope of Work

Metro Grant 933346

The estimated timeline per task is summarized in Table 2.

Table 2. Project Timeline

Task	Task Description	Schedule	Metro Grant	Match	Total
1	Program Management	Months 1-24	\$126,780	\$77,466	\$204,246
2	Student Education & Encouragement	Months 2-24 - Phase I & II begins Summer 2015 - Phase III begins Summer 2016	\$21,620	\$11,952	\$33,572
3	Parent Education & Encouragement	Months 2-24 - Phase I began Fall 2014 - Phase II begins Summer 2015 - Phase III begins Summer 2016	\$1,400	\$16,645	\$18,045
4	Engineering	Months 2-24 - Phase I began Fall 2014 - Phase II begins Summer 2015 - Phase III begins Summer 2016	\$200	\$9,675	\$9,875
5	Evaluation	Months 2-24 - Phase I began Fall 2014 - Phase II begins Summer 2015 - Phase III begins Summer 2016	\$0	\$8,297	\$8,297
			\$		
<b>Totals</b>			\$150,000	\$124,035	\$274,035

**Note:** Metro acknowledges the schedule of the project timeline and budget is an approximation used for initial planning and budgeting purposes. Any significant changes to the above schedule must be made in writing and approved in writing by the Metro project manager.

# Exhibit A – Scope of Work

Metro Grant 933346

Table 3. Project Costs

Task	Estimated staff costs	Estimated materials/ supplies costs	Total project cost
Task #1 Program Management	\$201,506	\$2,740	\$204,246
Task #2 Student Education & Encouragement	\$10,952	\$22,620	\$33,572
Task #3 Parent Education & Encouragement	\$16,045	\$2,000	\$18,045
Task #4 Engineering	\$9,525	\$350	\$9,875
Task #5 Evaluation	\$7,767	\$530	\$8,297
<b>Total project cost</b>			<b>\$274,035</b>

Table 4. Matching Funds

Task	Type of match	Total matching funds
Match source #1: MSTIP Opportunity Fund	Cash	\$41,000
Match source #2: City of Tigard	In-Kind	\$83,035
<b>Total matching funds</b>		<b>\$124,285</b>

Table 5. Summary of Request

Grant request	Total project cost	Total matching funds	Requested grant amount
\$108,750	\$274,035	\$124,035	\$150,000
<b>Pct. of RTO grant funds (must be 89.73% or LESS)</b>			54.74%

# Exhibit A – Scope of Work

Table 6. Detailed Budget

**Note:** Metro acknowledges the schedule of the project timeline and schedule of the budget is an approximation used for initial planning and budgeting purposes. Any significant changes to the schedule must be made in writing and approved in writing by the Metro project manager.

					Total Cost	Notes
	Staff	Expenses	Staff	Expenses		
<b>Task 1. Program Management</b>						
1.1 Hire SRTS Coordinator	\$126,440	\$0	\$41,000	\$0	\$167,440	\$23/hour FTE, 0.75% over-head (PTO, admin, and benefits), two years
1.2 Stakeholder Outreach Plan	\$0	\$0	\$0	\$0	\$0	Coordinator staff time
1.3 SRTS Task Force	\$0	\$150	\$23,262	\$400	\$23,812	Staff time, food for meetings
1.4 Promotional Materials	\$0	\$190	\$10,804	\$2,000	\$12,994	Printing & staff time
<b>Task 2. Student Education &amp; Encouragement</b>						
2.1 Citywide Walk & Roll to School Day*	\$0	\$1,000	\$4,000	\$300	\$5,300	Incentives, printing
2.2 Student Incentives Programs	\$0	\$1,000	\$6,952	\$500	\$8,452	Printing & staff time
2.3 Student Pedestrian Education*	\$0	\$200	\$0	\$200	\$400	Printing & staff time

# Exhibit A – Scope of Work

Metro Grant 933346

					Total Cost	Notes
	Staff	Expenses	Staff	Expenses		
<b>2.4 Student Bicycle Education</b>						
Bike fleet	\$0	\$10,000	\$0	\$0	\$10,000	40 bicycles
Trailer	\$0	\$7,000	\$0	\$0	\$7,000	
Helmets	\$0	\$1,620	\$0	\$0	\$1,620	180 helmets
Tools	\$0	\$300	\$0	\$0	\$300	
BTA bike safety education	\$0	\$0	\$0	\$0	\$0	Jump Start or training with Portland teachers
Maintenance	\$0	\$500	\$0	\$0	\$500	
<b>Task 3. Parent Education &amp; Encouragement</b>						
3.1 SRTS Champion Program	\$0	\$400	\$5,000	\$200	\$5,600	Staff time, printing materials for champions, food for meetings
3.2 Parent Education*	\$0	\$0	\$4,000	\$400	\$4,400	Printing & staff time
3.3 Family Bike Festival*	\$0	\$1,000	\$7,045	\$0	\$8,045	Helmets for give-away, other materials
<b>Task 4. Engineering</b>						
4.1 School Improvement & Action Plans	\$0	\$200	\$3,000	\$150	\$3,350	Staff assistance, food budget
4.2 Action Plan Implementation	\$0	\$0	\$6,525	\$0	\$6,525	Staff time
<b>Task 5. Evaluation</b>						
5.1 Hand Tallies*	\$0	\$0	\$2,000	\$130	\$2,130	Printing for all schools
5.2 Parent Surveys	\$0	\$0	\$2,000	\$200	\$2,200	Online primarily, minimal printing
5.3 Participation Tracking	\$0	\$0	\$0	\$0	\$0	Staff time
5.4 Evaluation Report	\$0	\$0	\$3,767	\$200	\$3,967	Graphic design, printing
<b>Subtotal</b>	<b>\$126,440</b>	<b>\$23,560</b>	<b>\$119,355</b>	<b>\$4,680</b>	<b>\$274,035</b>	
* Annual event						

## Exhibit A – Scope of Work

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Grantee's invoices shall include:

- Metro Grant number **(933346)**
- Grantee name
- remittance address
- invoice date
- invoice number
- invoice amount
- Local Match amount
- itemized statement of work performed and expenses incurred during the invoice period
- **Required** to be submitted quarterly

Grantee's invoice shall be sent to:

Metro

Daniel Kaempff – Project Manager

600 N.E. Grand Avenue

Portland, Oregon 97232-2736

Or:

[daniel.kaempff@oregonmetro.gov](mailto:daniel.kaempff@oregonmetro.gov)

The Metro Grant number **(933346)** shall be referenced in the email subject line.

Pursuant to Metro's fiscal year end, Grantee's invoices for services through June 30 of each year of the grant period shall be submitted to Metro no later than July 15. Payment shall be made by Metro on a Net (thirty) 30 day basis upon approval of Grantee's invoice.

# Exhibit B – Partnership Requirements

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Metro Grant 933346

## Partnership Requirements

The purpose of the following partnership requirements are for Regional Travel Options (RTO) partners to gain productivity and reduce expense by using tools developed through regional collaborative efforts. Partnership will multiply the benefits of the RTO grant by applying current strategies and brands while incorporating past lessons learned. Partnership will save public dollars by avoiding paying for the same thing twice.

Grantee will engage in a partnership with Metro, RTO staff and other RTO program partners. Partnership requirements apply to anything included in the Grant Agreement or made possible by the Grant Agreement. Exceptions to the following requirements can be requested by writing to RTO staff and must receive confirmation in writing by RTO staff.

### Applying Strategies and Collaborating with RTO Partners

Grantee will:

- Review 2012-2017 RTO Strategic Plan
- Review RTO Marketing Strategy and use messages with applicable audiences
- Participate in the RTO Collaborative Marketing Group
- Because the RTO program and partners have made a major investment over time to encourage employment sites around the region to start and grow their travel options programs and benefits to employees:
  - Coordination of employer outreach efforts is required between TriMet, Wilsonville SMART, TMAs or other employer outreach partners affected by this project scope or located in the project geographic area. Coordination includes clear, frequent and timely communication between partners with the goal of providing effective consulting for employers on how to grow their travel options programs. Examples of efficiencies that come from coordination include shared use of existing tools, campaigns and survey support. Employer outreach coordination efforts will be discussed at various Collaborative Marketing Group meetings

### Tools

Grantee will use existing tools and resources:

- For promotional photo needs, browse the existing collection of RTO photos (currently located on Flickr) to see if any work for this project. Refer to each photo's guidance for determining who to credit. RTO will provide login and access to the photo website. Project photos that have potential value to partners should be shared by uploading them to the photo website
- For rideshare promotion, highlight Drive Less Connect. Contact RTO staff to set up a network and for other assistance. A Spanish version of the Drive Less Connect tool can be accessed by clicking on "Spanish" in the top, left corner of the screen
- For promotions or competitions that ask participants to log their trips, use Drive Less Connect, unless it is for the September Bicycle Transportation Alliance Bike Commute Challenge. RTO can provide training for using the Drive Less Connect tool upon request

## Exhibit B – Partnership Requirements

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Metro Grant 933346

- For incentives or rewards offered to participants, contact RTO staff for recent experience (e.g., pricing for items, incentive language and tax forms)
- For vanpool formation, contact [Daniel.Kaempff@oregonmetro.gov](mailto:Daniel.Kaempff@oregonmetro.gov) to discuss start-up incentives and strategies to build ridership
- For personalized bike, walk, transit, or combination trip plans, use the TriMet Map Trip Planner (<http://trimet.org/howtoride/maptripplanner.htm>) and highlight the tool. Contact TriMet (Adriana Britton ([BrittonA@trimet.org](mailto:BrittonA@trimet.org))) for related language or logos to use while highlighting the tool
- For web-based resources needed for biking and walking info, include a link to Metro's Sustainable Living – Getting Around web pages (current URL is <http://www.oregonmetro.gov/gettingaround> )

### **Marketing Materials Attribution**

- All projects shall attribute credit to the Federal Transit Administration and Metro. Print attribution on project materials (such as booklets, brochures, ads, banners, flyers, posters, signage, and web pages) must read:
  - Made possible with support from Metro and the Federal Transit Administration
- If marketing is done with audio only, spoken attribution language must be:
  - In partnership with Metro, with support by the Federal Transit Administration
- All marketing materials created or printed for the purposes of the project, including both printed and web-based information, shall include the Drive Less Save More logotype. Drive Less Save More is the marketing “umbrella” campaign for RTO projects and programs
- Include the Metro logo on all marketing and advertising materials, both print and online. Metro will provide partners with Metro logos and usage guidelines. Grantees must seek Metro approval through the grant manager of any materials where the Metro logo is included to ensure proper logo design and placement
- If the project designs wayfinding signage, apply The Intertwine design guidelines ([http://library.oregonmetro.gov/files/intertwine\\_regional\\_trail\\_signage\\_guidelines.pdf](http://library.oregonmetro.gov/files/intertwine_regional_trail_signage_guidelines.pdf))

### **Events and Media**

- Provide Metro with a visual presence at any public events. An example is a Metro banner which can be loaned by Metro (contact [Marne.Duke@oregonmetro.gov](mailto:Marne.Duke@oregonmetro.gov)) to consider options
- Inform RTO grant manager of any event needs 90 days in advance. Examples of needed help from partners may include cross-promotion or recruiting volunteers
- Mention support provided by Metro and the Federal Transit Administration in press releases, and social media
- For projects that include a ceremony (e.g., ribbon-cutting, unveiling), please contact the RTO grant manager to consider partnership highlights and discuss if a Metro official should attend and speak

## Exhibit B – Partnership Requirements

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Metro Grant 933346

- If a reporter or media outlet inquires about this grant project, please notify the RTO grant manager immediately

### **Measurement and Evaluation**

- If the project includes conducting a survey (collecting primary data), involve RTO staff in refining the method, design and RFP (if applicable). Provide a report to RTO grant manager at least two weeks before official release
- If the project collects background data (secondary sources), refer to Metro sources whenever possible (contact [Caleb.Winter@oregonmetro.gov](mailto:Caleb.Winter@oregonmetro.gov)). This is especially important for travel behavior, mode splits and average distances by modes
- If the project presents vehicle miles reduced, emissions reduced, gas savings or similar metrics, work with RTO staff to use consistent methods

**Remainder of page intentionally left blank**

The Grantee agrees to comply with all applicable Federal Clauses as outlined in the **October 1, 2014 FTA Master Agreement [FTA MA 21]**, or most recent, including, but not limited to, the following:

**A. Application of Federal, State, and Local Laws, Regulations and Guidance.**

For purposes of this Master Agreement:

(1) Federal requirement. A Federal requirement includes, but is not limited to a:

- (a) An applicable Federal law,
- (b) Applicable Federal regulation,
- (c) Provision of the Recipient's Underlying Agreement, or
- (d) Provision of this Master Agreement,

(2) Federal guidance. Federal guidance includes, but is not limited to:

(a) Federal guidance such as a:

- 1 Presidential Executive Order,
- 2 Federal order that applies to entities other than the Federal Government,
- 3 Federal published policy,
- 4 Federal administrative practice,
- 5 Federal guideline,
- 6 Letter signed by an authorized Federal official, and
- 7 Other applicable Federal guidance as defined at section 1.j of this Master Agreement, or

(b) Other Federal publications or documents providing official instructions or advice about a Federal program that:

- 1 Are not designated as a "Federal Requirement" in section 2.c (1) of this Master Agreement, and
- 2 Are signed by an authorized Federal official,

(3) Compliance. The Recipient understands and agrees that:

(a) Federal Requirements. It must comply with all Federal requirements that apply to itself and its Project,

(b) Federal Guidance. FTA strongly encourages the Recipient and each of its Third Party Participants to follow Federal guidance as described in the preceding section 2.c(2) of this Master Agreement to ensure satisfactory compliance with Federal requirements,

(c) Alternative Actions. It may violate Federal requirements if it:

- 1 Adopts an alternative course of action not expressly authorized by the Federal Government in writing, and
- 2 Has not first secured FTA's approval of that alternative in writing,

[FTA Master Agreement §2.c (1) (2) (3)]

## **B. No Federal Government Obligations to Third Parties.**

Except as the Federal; Government expressly consents in writing, the Recipient agrees that:

- (1) The Federal Government shall not be subject to any obligations or liabilities related to:
  - (a) The Project,
  - (b) Any Third Party Participant at any tier, or
  - (c) Any other person or entity that is not a party (Recipient or FTA) to the underlying Agreement for the Project, and
  
- (2) Notwithstanding that the Federal Government may have concurred in or approved any solicitation or third party agreement at any tier that has affected the Project, the Federal Government shall not have obligation or liability to any:
  - (a) Third Party Participant, or
  - (b) Other entity or person that is not a party (Recipient or FTA) to the Underlying Agreement.

*[FTA Master Agreement, §2.f]*

## **C. False or Fraudulent Statements or Claims.**

- (1) Civil Fraud. The Recipient acknowledges and agrees that:
  - (a) Federal law and regulations apply to itself and its Project, including:
    - (1) The Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.*, and
    - (2) U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31,
  - (b) By executing the Underlying Agreement, the Recipient certifies and affirms the:
    - (1) Truthfulness and accuracy of any
      - (a) Claim,
      - (b) Statement,
      - (c) Submission,
      - (d) Certification,
      - (e) Assurance, or
      - (f) Representation, and
    - (2) For which the Recipient has made, makes, or will make to the Federal Government, and
  - (c) The Recipient acknowledges that the Federal Government may impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, and other applicable penalties if the Recipient:
    - (1) Presents, submits, or makes available any information in connection with any:

- (a) Claim
- (b) Statement
- (c) Submission
- (d) Certification
- (e) Assurance, or
- (f) Representation, and

(2) That information is false, fictitious, or fraudulent,

(2) Criminal Fraud. The Recipient acknowledges that 49 U.S.C. § 5323 (1) (1), authorizes the Federal Government to impose the penalties authorized by 18 U.S.C. § 1001 if the Recipient:

(1) Presents, submits, or makes available any information in connection with any:

- (a) Claim
- (b) Statement
- (c) Submission
- (d) Certification
- (e) Assurance, or
- (f) Representation, and

(2) That information is false, fictitious, or fraudulent,  
[FTA Master Agreement §3.f]

## **D. Procurement.**

Access to Third Party Contract Records. The Recipient agrees to require, and assures that its Subrecipients will require, its Third Party Contractors at each tier, to provide:

(1) The U.S. Secretary of Transportation and the Comptroller General of the United States, the State, or their duly authorized representatives, access to all third party contract records (at any tier) as required by 49 U.S.C. § 5325(g), and

(2) Sufficient access to all third party contract records (at any tier) as needed for compliance with applicable Federal laws and regulations or to assure proper Project management as determined by FTA.

[FTA Master Agreement §17(u)]

## **E. Project Implementation.**

Changes to Federal Requirements and Guidance.

(1) Requirements and Guidance. New Federal Requirements and Guidance may:

a. Become effective after the FTA Authorized Official signs the Recipient's Underlying Agreement awarding funds for the Project, and

b. Apply to the Recipient or its Project,

[FTA Master Agreement, §2.d (1)]

**F. Civil Rights.**

The Recipient understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Specifically:

**a. Nondiscrimination – Title VI of the Civil Rights Act.** The Recipient agrees to, and assures that each Third Party Participant will:

(1) prohibit discrimination based on:

- (a) race,
- (b) color, or
- (c) national origin

(2) Comply with:

- (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d *et seq.*,
- (b) U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964,” 49 C.F.R. Part 21 and
- (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in the previous section 13.a of this Master Agreement, and

(3) Except as FTA determines otherwise in writing, follow

- (a) The most recent edition of FTA Circular 4702.1A, “Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients,” to the extent consistent with applicable Federal laws, regulations, and guidance.
- (b) U.S. DOJ, “Guidelines for the enforcement of Title VI, Civil Rights Act of 1964, 28 C.F.R. § 50.3, and
- (c) other applicable Federal guidance that may be issued,

**c. Equal Employment Opportunity.**

(1) Federal Requirements and Directives. The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and:

- (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000e *et seq.*
- (b) Facilitate compliance with Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order No. 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note,
- (c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in Section 13.a of this Master Agreement, and,
- (d) Comply with other applicable EEO laws and regulations, as provided in Federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines otherwise in writing.

(2) General. Recipient agrees to

(a) Ensure that applicants for employment and employees are treated during employment without discrimination on the basis of their:

- 1 Race,
- 2 Color,
- 3 Religion,
- 4 Sex,
- 5 Disability,
- 6 Age, or
- 7 National origin.

(b) Take affirmative action that includes, but is not limited to:

- 1 Recruitment advertising,
- 2 Recruitment,
- 3 Employment,
- 4 Rates of pay,
- 5 Other forms of compensation,
- 6 Selection for training, including apprenticeship,
- 7 Upgrading,
- 8 Transfers,
- 9 Demotions,
- 10 Layoffs, and
- 11 Terminations.

(3) Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking “construction” as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures the compliance of each Third Party Participant, with:

(a) U.S. DOL regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. chapter 60, and

(b) Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order No. 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note,

d. Disadvantaged Business Enterprise. To the extent authorized by Federal law, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as “Disadvantaged Business Enterprises” (DBEs), in the Project as follows:

(1) Requirements. The Recipient agrees to comply with:

- (a) Section 1101(b) of MAP-21, 23 U.S.C. § 101 note,
- (b) U.S. DOT regulations, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs,” 49 C.F.R. Part 26 and
- (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in Section 13a. of this Master Agreement,

(2) Assurance. As required by 49 C.F.R. § 26.13(a), the Recipient provides assurance that:

The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. part 26. The Recipient shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The Recipient's DBE program, as required by 49 C.F.R. part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*,

g. Nondiscrimination of the Basis of Disability. The Recipient agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities:

(1) Federal laws, including:

(a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities,

(b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities;

(c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities;

(d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and

(e) Other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities,

(2) The following Federal regulations including:

(a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37,

(b) U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. part 27,

(c) U. S. DOT regulations "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. part 39,

(d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and

(e) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. part 35,

- (f) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. part 36,
- (g) U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. part 1630,
- (h) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities,” 47 C.F.R. part 64, Subpart F,
- (i) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. part 1194, and
- (j) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. part 609, and

(1) Other applicable Federal civil rights and nondiscrimination guidance,  
*[FTA Master Agreement §13(b) (c) (d) (g)]*

### **G. Private Enterprise.**

The Recipient agrees to protect the interests of private enterprise affected by Federal public transportation programs by:

- a. Participation. Encouraging private enterprise to participate in the planning of public transportation and the programs that provide public transportation, to the extent permitted by
  - (1) 49 U.S.C. § 5306,*[FTA Master Agreement §15(a)]*

### **H. Right of the Federal Government to Terminate.**

- a. Justification. After providing notice, the Federal Government may suspend, suspend then terminate, or terminate all or any part of the Federal funding awarded for the Project if:
  - (1) The Recipient has violated the Underlying Agreement or this Master Agreement, especially if that violation would endanger substantial performance of the Project,
  - (2) The Recipient has failed to make reasonable progress on the Project,
  - (3) The Federal Government determines that the continuation of the Federal funding for the Project does not adequately serve the purposes of the law authorizing the Project.
- b. Financial Implications.
  - (1) In general, termination of Federal funding for the Project will not invalidate obligations properly incurred before the termination date to the extent those obligations cannot be canceled, and
  - (2) The Federal Government may:
    - (a) Recover Federal funds it has provided for the Project if it determines that the Recipient has willfully misused Federal funds by:

- 1 Failing to make adequate progress,
- 2 Failing to make appropriate use of Project property, or
- 3 Failing to comply with the underlying Agreement or this Master Agreement

(b) Require the Recipient to refund

- 1 The entire amount of Federal funds provided for the Project, or
- 2 Any lesser amount as the Federal Government may determine, and

c. Expiration of Project Time Period. Except for a Full Funding Grant Agreements, expiration of any Project time period established for the Project does not, by itself, constitute an expiration or termination of the underlying Agreement.

[FTA Master Agreement §12]

#### **I. Debarment and Suspension.**

The Recipient agrees that:

- (1) It will not engage Third Party Participants that are debarred or suspended except as authorized by:
  - (a) U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. Part 1200,
  - (b) U.S. OMB, “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including any amendments thereto, and
  - (c) Executive Orders Nos. 12549 and 12689. “Debarment and Suspension,” 31 U.S.C. § 6101 note,
- (2) It will review the “Excluded Parties Listing System” at <http://epls.gov/> (to be transferred to <https://www.sam.gov>), if required by U.S. DOT regulations, 2 C.F.R. Part 1200, and
- (3) It will include, and require its Third Party Participants to include a similar condition in each lower tier covered transaction, assuring that all lower tier Third Party Participants:
  - (a) Will comply with Federal debarment and suspension requirements, and
  - (b) Review the “Excluded Parties Listing System” at <http://www.epls.gov/> (to be transferred to <https://www.sam.gov>), if necessary to comply with U.S. DOT regulations 2 C.F.R. part 1200.

[FTA Master Agreement §3.b]

#### **J. Preference for United States Products and Services.**

Except as the Federal Government determines otherwise in writing, the Recipient agrees to comply with FTA’s U. S. domestic preference requirements and follow Federal guidance, including:

- a. Buy America. Domestic preference procurement requirements of:
  - (1) 5323 (j), as amended by MAP-21, and
  - (2) FTA regulations, “Buy America Requirements,” 49 C.F.R. part 661, to the extent consistent with MAP-21
- b. Fly America. Air transportation requirements of:
  - (1) Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. § 40118, and
  - (2) U.S. GSA regulations, “Use of United States Flag Air Carriers,” 41 C.F.R. §§ 301-10.131 - 301-10.143.

[FTA Master Agreement §16(a)(c)]

**K. Disputes, Breaches, Defaults or Other Litigation.**

The Recipient understands and agrees that:

a. FTA Interest. FTA has a vested interest in the settlement of any disagreement involving the Project including, but not limited to:

- (1) a major dispute,
- (2) A breach,
- (3) A default, or
- (4) Litigation,

b. Notification to FTA. If a current or prospective legal matter that may affect the Federal Government emerges:

- (1) The Recipient agrees to notify immediately:
  - (a) The FTA Chief Counsel, or
  - (b) The FTA Regional Counsel for the Region in which the Recipient is located, (2)

The types of legal matters that require notification include, but are not limited to:

- (a) A major dispute,
- (b) A breach,
- (c) A default,
- (d) Litigation, or
- (e) Naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason, and(3) The types of matters that may affect the Federal Government include, but are not limited to:
  - (a) The Federal Government’s interests in the Project, or
  - (b) The Federal Government’s administration or enforcement of Federal laws or regulations,

c. Federal Interest in Recovery.

- (1) General. The Federal Government retains the right to a proportionate share of any proceeds recovered from any third party, based on the percentage of the Federal share for the Project, but

(1) Liquidated Damages. Notwithstanding the preceding section 96.c(1) of this Master Agreement, the Recipient may return all liquidated damages it receives to its Project Account rather than return the Federal share of those liquidated damages to the Federal Government,

d. Enforcement. The Recipient agrees to pursue its legal rights and remedies available under:

- (1) Any third party agreement,
- (2) Any Federal law or regulation,
- (3) Any State law or regulation, or
- (4) Any local law or regulation,

e. FTA Concurrence. If a legal matter described in section 96(2) and (3) of this Master Agreement involves the Project or the Recipient, FTA reserves the right to concur in any:

- (1) Compromise, or
- (2) Settlement, and

f. Alternative Dispute Resolution. FTA encourages the Recipient to use alternative dispute resolution procedures, as may be appropriate.

*[FTA Master Agreement §96]*

### **L. Lobbying Restrictions.**

The Recipient agrees that, as provided by 31 U.S.C. §1352(a):

(1) Prohibition on Use of Federal Funds. It will not use Federal funds

(a) To influence any:

1. Officer or employee of a Federal Agency
2. Member of Congress,
3. Officer or employee of Congress, or
4. Employee of a Member of Congress

(b) To take any action involving the Project or the Underlying Agreement for the Project, including any:

1. Award,
2. Extension, or
3. Modification

(2) Laws and Regulations. It will comply, and will assure that each Third Party Participant complies with:

- (a) 31 U.S.C. § 1352 as amended,
- (b) U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. part 20, to the extent consistent with as necessary by 31 U.S.C. § 1352, as amended, and
- (c) Other applicable Federal laws and regulations prohibiting the use of Federal funds for any activity concerning legislation or appropriations designed to influence:

1. The U.S. Congress, or
2. A State legislature, but

(3) Exception. The prohibitions of the preceding section 3.d(1) – (2) of this Master Agreement do not apply to any activity that is undertaken through proper official channels, if permitted by the underlying law or regulations,

[FTA Master Agreement §3.d (1)(2)]

**M. Environmental Protections.**

a. Air Quality. The Recipient agrees to, and assures that its Third Party Participants will, comply with the Clean Air Act, as amended, 42 U.S.C. §§ 7401 - 7671q, and implementing Federal regulations, as provided in Federal guidance, except as the Federal Government determines otherwise in writing. Among its responsibilities, the Recipient agrees that:

(1) Public Transportation Operators. It will comply with:

- (a) U.S. EPA regulations, “Control of Air Pollution from Mobile Sources,” 40 C.F.R. Part 85;
- (b) U.S. EPA regulations “Control of Emissions from New and In-Use Highway Vehicles and Engines,” 40 C.F.R. Part 86, and
- (c) U.S. EPA regulations “Fuel Economy and Greenhouse Gas Exhaust Emissions of Motor Vehicles,” 40 C.F.R. Part 600 and any revisions to these regulations.

(2) State Implementation Plans. It will support State Implementation Plans by:

- (a) Implementing each air quality mitigation or control measure incorporated in the documents accompanying the approval of the Project,
- (b) Assuring that any Project identified as a Transportation Control Measure in its State Implementation Plan will be wholly consistent with the design concept and scope of the Project described in the State Implementation Plan, and
- (c) Complying with:

1. Subsection 176(c) of the Clean Air Act, 42 U.S.C. § 7506(c),

2. U.S. EPA regulations, “Conformity to State or Federal Implementation Plans of Transportation Plans, Programs, and Projects developed, Funded or Approved Under Title 23, U. S. C. or the Federal Transit Laws,” 40 C.F.R. Part 93, subpart A, and

3. Other applicable Federal conformity regulations that may be promulgated at a later date, and

(3) Violating Facilities. It will:

- (a) Comply with the notice of violating facility provisions of section 306 in the Clean Air Act, as amended, 42 U.S.C. § 7414, and
- (b) Facilitate compliance with Executive Order No. 11738, “ Providing for Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans,” 42 U.S.C. § 7606 note.

b. Clean Water. The Recipient agrees to, and assures that its Third Party Participants will, comply with the Clean Water Act, as amended, 33 U.S.C. §§ 1251 – 1377, and implementing Federal regulations, and

follow Federal implementing guidance, except as the Federal Government determines otherwise in writing. Among its responsibilities, the Recipient agrees that:

(2) Drinking Water. It will protect underground sources of drinking water in compliance with the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. §§ 300f - 300j-6.

(3) Violating Facilities. It will.

(a) Comply with the notice of violating facility provisions in section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368, and

(b) Facilitate compliance with Executive Order No. 11738, "Providing for Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. § 7606 note.

*[FTA Master Agreement §29(c),(d)]*

### **N. Employee Protections.**

The Recipient agrees to comply, and assures that each Third Party Participant will comply, with all of the following:

a. Construction Activities. Federal laws and regulations providing protections for construction employees involved in Project activities, including:

(1) Prevailing Wage Requirements.

(a) Federal transit laws, specifically 49 U.S.C. § 5333(a), (FTA's "Davis-Bacon Related Act"),

(b) The Davis-Bacon Act, 40 U.S.C. §§ 3141 – 3144, 3146, and 3147, and

(c) U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5,

(2) Wage and Hour Requirements.

(a) Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3702, and other relevant parts of that Act, 40 U.S.C. § 3701 *et seq.*, and

(b) U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5,

(3) "Anti-Kickback" Prohibitions.

(a) Section 1 of the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. § 874,

(b) Section 2 of the Copeland "Anti-Kickback" Act, as amended, 40 U.S.C. § 3145, and

(c) U.S. DOL regulations, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States,” 29 C.F.R. part 3,

(4) Safety at the Construction Site.

(a) Section 107 of that Contract Work Hours and Safety Standards Act, as amended, U. S.C. § 3704, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and

(b) U.S. DOL regulations, “Safety and Health Regulations for Construction,” 29 C.F.R. part 1926,

*[FTA Master Agreement §28.a]*

**O. Energy Conservation.**

The Recipient agrees to and assures its Subrecipients will:

a. State Energy Conservation Plans. Comply with the mandatory energy standards and policies of its State energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. 6321 *et seq.*, except as the Federal Government determines otherwise in writing, and

b. Energy Assessment. Perform an energy assessment for any building constructed, reconstructed, or modified with FTA funds required under FTA regulations, “Requirements for Energy Assessments,” 49 C.F.R. Part 622, Subpart C.

*[FTA Master Agreement §30]*

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTION**

This Agreement is a covered transaction for purposes of 49 CFR Part 29. As such, the Grantee is required to verify that none of the Grantee, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Grantee is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting this Agreement, the Grantee certifies as follows:

The certification in this clause is a material representation of fact relied upon by **Metro**. If it is later determined that the Grantee knowingly rendered an erroneous certification, in addition to remedies available to **Metro**, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Grantee agrees to comply with the requirements of 49 CFR 29, Subpart C throughout the period of this Agreement. The Grantee further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Organization \_\_\_\_\_

Date \_\_\_\_\_

**CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned **Grantee** certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such expenditure or failure.

The Grantee, **City of Tigard**, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Grantee understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Grantee's Authorized Official

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## UNIFIED PROTECTIVE ARRANGEMENT

For Application to Capital and Operating Assistance Projects

PURSUANT TO SECTION 5333(b) OF TITLE 49  
OF THE U.S. CODE, CHAPTER 53

*January 3, 2011*

The following language shall be made part of the Department of Transportation's contract of assistance with the Grantee, by reference;

The terms and conditions set forth below shall apply for the protection of the transportation related employees in the transportation service area of the Project. As a precondition of the release of assistance by the Grantee to any additional Recipient under the grant, the Grantee shall incorporate this arrangement into the contract of assistance between the Grantee and the Recipient, by reference, binding the Recipient to these arrangements.

These protective arrangements are intended for the benefit of transit employees in the service area of the project, who are considered as third-party beneficiaries to the employee protective arrangements incorporated by reference in the grant contract between the U.S. Department of Transportation and the Grantee, and the parties to the contract so signify by executing that contract. Transit employees are also third-party beneficiaries to the protective arrangements incorporated in subsequent contracts of assistance, pursuant to the Department's certification, between the Grantee and any Recipient. Employees may assert claims through their representative with respect to the protective arrangements under this provision. This clause creates no independent cause of action against the United States Government.

The term "service area," as used herein, includes the geographic area over which the Project is operated and the area whose population is served by the Project, including adjacent areas affected by the Project. The term "Union," as used herein, refers to any labor organization representing employees providing public transportation services in the service area of a Project assisted under the grant, including both employees of the Recipient and employees of other public transportation providers. The term "Recipient," as used herein, shall refer to any employer(s) receiving transportation assistance under the grant. The term "Grantee," as used herein, shall refer to the applicant for assistance; a Grantee which receives assistance is also a Recipient.

(1) The Project shall be carried out in such a manner and upon such terms and conditions as will not adversely affect employees of the Recipient and of any other surface public transportation provider in the transportation service area of the Project. It shall be an obligation of the Recipient to assure that any and all transportation services assisted by the Project are contracted for and operated in such a manner that they do not impair the rights and interests of affected employees. The term "Project," as used herein, shall not be limited to the particular facility, service, or operation assisted by Federal funds, but shall include any changes, whether organizational, operational, technological, or otherwise, which are a result of the assistance provided. The phrase "as a result of the Project," shall, when used in this arrangement, include events related to the Project occurring in anticipation of, during, and subsequent to the Project and any program of efficiencies or economies related thereto; provided, however, that volume rises and falls of business, or changes in volume and character of employment brought about solely by causes other than the Project (including any economies or efficiencies unrelated to the Project) are not within the purview of this arrangement.

An employee covered by this arrangement, who is not dismissed, displaced or otherwise worsened in his/her position with regard to employment as a result of the Project, but who is dismissed, displaced or otherwise worsened solely because of the total or partial termination of the Project or exhaustion of Project funding shall not be deemed eligible for a dismissal or displacement allowance within the meaning of paragraphs (6) and (7) of this arrangement.

(2) Where employees of a Recipient are represented for collective bargaining purposes, all Project services provided by that Recipient shall be provided under and in accordance with any collective

bargaining agreement applicable to such employees which is then in effect. This Arrangement does not create any collective bargaining relationship where one does not already exist or between any Recipient and the employees of another employer. Where the Recipient has no collective bargaining relationship with the Unions representing employees in the service area, the Recipient will not take any action which impairs or interferes with the rights, privileges, and benefits and/ or the preservation or continuation of the collective bargaining rights of such employees.

(3) All rights, privileges, and benefits (including pension rights and benefits) of employees covered by this arrangement (including employees having already retired) under existing collective bargaining agreements or otherwise, or under any revision or renewal thereof, shall be preserved and continued; provided, however, that such rights, privileges and benefits which are not foreclosed from further bargaining under applicable law or contract may be modified by collective bargaining and agreement by the Recipient and the Union involved to substitute other rights, privileges and benefits. Unless otherwise provided, nothing in this arrangement shall be deemed to restrict any rights the Recipient may otherwise have to direct the working forces and manage its business as it deems best, in accordance with the applicable collective bargaining agreement.

(4) The collective bargaining rights of employees covered by this arrangement, including the right to arbitrate labor disputes and to maintain union security and check off arrangements, as provided by applicable laws, policies and/ or existing collective bargaining agreements, shall be preserved and continued. Provided, however, that this provision shall not be interpreted so as to require the Recipient to retain any such rights which exist by virtue of a collective bargaining agreement after such agreement is no longer in effect.

The Recipient agrees that it will bargain collectively with the Union or otherwise arrange for the continuation of collective bargaining, and that it will enter into agreements with the Union or arrange for such agreements to be entered into, relative to all subjects which are or may be proper subjects of collective bargaining. If, at any time, applicable law or contracts permit or grant to employees covered by this arrangement the right to utilize any economic measures, nothing in this arrangement shall be deemed to foreclose the exercise of such right.

(5)(a) The Recipient shall provide to all affected employees sixty (60) days' notice of intended actions which may result in displacements or dismissals or rearrangements of the working forces as a result of the Project. In the case of employees represented by a Union, such notice shall be provided by certified mail through their representatives. The notice shall contain a full and adequate statement of the proposed changes, and an estimate of the number of employees affected by the intended changes, and the number and classifications of any jobs within the jurisdiction and control of the Recipient, including those in the employment of any entity bound by this arrangement pursuant to paragraph (21), available to be filled by such affected employees.

(5)(b) The procedures of this subparagraph shall apply to cases where notices, provided under subparagraph S (a), involve employees represented by a Union for collective bargaining purposes. At the request of either the Recipient or the representatives of such employees, negotiations for the purposes of reaching agreement with respect to the application of the terms and conditions of this arrangement shall commence immediately. These negotiations shall include determining the selection of forces from among the mass transportation employees who may be affected as a result of the Project, to establish which such employees shall be offered employment for which they are qualified or can be trained. If no agreement is reached within twenty (20) days from the commencement of negotiations, any party to the dispute may submit the matter to dispute settlement procedures in accordance with paragraph (15) of this arrangement. Unless the parties otherwise mutually agree in writing, no change in operations, services, facilities or equipment within the purview of this paragraph (5) shall occur until after either:

- 1) an agreement with respect to the application of the terms and conditions of this arrangement to the intended change(s) is reached;
- 2) the decision has been rendered pursuant to the dispute resolution procedures in accordance with paragraph (15) of this arrangement; or

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3) an arbitrator selected pursuant to Paragraph (15) of this arrangement determines that the intended change(s) may be instituted prior to the finalization of implementing arrangements.

(5)(c) In the event of a dispute as to whether an intended change within the purview of this paragraph (5) may be instituted at the end of the 60-day notice period and before an implementing agreement is reached or a final dispute resolution determination is rendered pursuant to subparagraph (b), any involved party may immediately submit that issue to the dispute resolution process under paragraph (15) of this arrangement. In any such dispute resolution procedure, the neutral shall rely upon the standards and criteria utilized by the Surface Transportation Board (and its predecessor agency, the Interstate Commerce Commission) to address the "preconsummation" issue in cases involving employee protections pursuant to 49 U.S.C. Section 11326 (or its predecessor, Section 5(2)(f) of the Interstate Commerce Act, as amended). If the Recipient demonstrates, as a threshold matter in any such dispute resolution process, that the intended action is a trackage rights, lease proceeding or similar transaction, and not a merger, acquisition, consolidation, or other similar transaction, the burden shall then shift to the involved labor organization( s) to prove that under the standards and criteria referenced above, the intended action should not be permitted to be instituted prior to the effective date of a negotiated or arbitrated implementing agreement. If the Recipient fails to demonstrate that the intended action is a trackage rights, lease proceeding, or similar transaction, it shall be the burden of the Recipient to prove that under the standards and criteria referenced above, the intended action should be permitted to be instituted prior to the effective date of a negotiated or arbitrated implementing agreement. For purposes of any such dispute resolution procedure, the time period within which the parties are to respond to the list of potential neutrals submitted by the American Arbitration Association shall be five (5) days, the notice of hearing may be given orally or by facsimile, the hearing will be held promptly, and the award of the neutral shall be rendered promptly and, unless otherwise agreed to by the parties, no later than fourteen (14) days from the date of closing the hearings, with five (5) additional days if post hearing briefs are submitted by either party. The intended change shall not be instituted during the pendency of any dispute resolution proceedings under this subparagraph (c).

(5)(d) If an intended change within the purview of this paragraph (5) is instituted before an implementing agreement is reached or a final decision is rendered pursuant to subparagraph (b), all employees affected shall be kept financially whole, as if the noticed and implemented action has not taken place, from the time they are affected until the effective date of an implementing agreement or final decision. This protection shall be in addition to the protective period defined in paragraph (14) of this arrangement, which period shall begin on the effective date of the implementing agreement or final dispute resolution determination rendered pursuant to subparagraph (b).

An employee selecting, bidding on, or hired to fill any position established as a result of a noticed and implemented action prior to the consummation of an implementing agreement or final dispute resolution determination shall accumulate no benefits under this arrangement as a result thereof during that period prior to the consummation of an implementing agreement or final decision pursuant to subparagraph (b).

(6)(a) Whenever an employee retained in service, recalled to service, or employed by the Recipient pursuant to paragraphs (5), (7) (e), or (18) hereof is placed in a worse position with respect to compensation as a result of the Project, the employee shall be considered a "displaced employee", and shall be paid a monthly "displacement allowance" to be determined in accordance with this paragraph. Said displacement allowance shall be paid to each displaced employee during the protective period SQ long as the employee is unable, in the exercise of his/her seniority rights, to obtain a position producing compensation equal to or exceeding the compensation the employee received in the position from which the employee was displaced, adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for.

(6)(b) The displacement allowance shall be a monthly allowance determined by computing the total compensation received by the employee, including vacation allowances and monthly compensation guarantees, and his/her total time paid for during the last twelve (12) months in which the employee performed compensated service more than fifty per centum of each such months, based upon the employee's normal work schedule, immediately preceding the date of his/her displacement as a result of the Project, and by dividing separately the total compensation and the total time paid for by twelve,

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thereby producing the average monthly compensation and the average monthly time paid for. Such allowance shall be adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for. If the displaced employee's compensation in his/her current position is less in any month during his/her protective period than the aforesaid average compensation (adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for), the employee shall be paid the difference, less compensation for any time lost on account of voluntary absences to the extent that the employee is not available for service equivalent to his/her average monthly time, but the employee shall be compensated in addition thereto at the rate of the current position for any time worked in excess of the average monthly time paid for. If a displaced employee fails to exercise his/her seniority rights to secure another position to which the employee is entitled under the then existing collective bargaining agreement, and which carries a wage rate and compensation exceeding that of the position which the employee elects to retain, the employee shall thereafter be treated, for the purposes of this paragraph, as occupying the position the employee elects to decline.

(6)(c) The displacement allowance shall cease prior to the expiration of the protective period in the event of the displaced employee's resignation, death, retirement, or dismissal for cause in accordance with any labor agreement applicable to his/her employment.

(7)(a) Whenever any employee is laid off or otherwise deprived of employment as a result of the Project, in accordance with any collective bargaining agreement applicable to his/her employment, the employee shall be considered a "dismissed employee" and shall be paid a monthly dismissal allowance to be determined in accordance with this paragraph. Said dismissal allowance shall first be paid to each dismissed employee on the thirtieth (30th) day following the day on which the employee is "dismissed" and shall continue during the protective period, as follow:

<b>Employee's length of service Prior to adverse effect</b>	<b>Period of protection</b>
1 day to 6 years	equivalent period
6 years or more	6 years

The monthly dismissal allowance shall be equivalent to one-twelfth (1/ 12th) of the total compensation received by the employee in the last twelve (12) months of his/her employment in which the employee performed compensation service more than fifty per centum of each such month based on the employee's normal work schedule to the date on which the employee was first deprived of employment as a result of the Project. Such allowance shall be adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for.

(7)(b) An employee shall be regarded as deprived of employment and entitled to a dismissal allowance when the position the employee holds is abolished as a result of the Project, or when the position the employee holds is not abolished but the employee loses that position as a result of the exercise of seniority rights by an employee whose position is abolished as a result of the Project or as a result of the exercise of seniority rights by other employees brought about as a result of the Project, and the employee is unable to obtain another position, either by the exercise of the employee's seniority rights, or through the Recipient, in accordance with subparagraph (e). In the absence of proper notice followed by an agreement or decision pursuant to paragraph (5) hereof, no employee who has been deprived of employment as a result of the Project shall be required to exercise his/her seniority rights to secure another position in order to qualify for a dismissal allowance hereunder.

(7)(c) Each employee receiving a dismissal allowance shall keep the Recipient informed as to his/her current address and the current name and address of any other person by whom the employee may be regularly employed, or if the employee is self-employed.

(7)(d) The dismissal allowance shall be paid to the regularly assigned incumbent of the position abolished. If the position of an employee is abolished when the employee is absent from service, the employee will be entitled to the dismissal allowance when the employee is available for service. The employee temporarily filling said position at the time it was abolished will be given a dismissal allowance

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on the basis of that position, until the regular employee is available for service, and thereafter shall revert to the employee's previous status and will be given the protections of the agreement in said position, if any are due him/her.

(7)(e) An employee receiving a dismissal allowance shall be subject to call to return to service by the employee's former employer, after being notified in accordance with the terms of the then-existing collective bargaining agreement. Prior to such call to return to work by his/her employer, the employee may be required by the Recipient to accept reasonably comparable employment for which the employee is physically and mentally qualified, or for which the employee can become qualified after a reasonable training or retraining period, provided it does not require a change in residence or infringe upon the employment rights of other employees under then-existing collective bargaining agreements.

(7)(f) When an employee who is receiving a dismissal allowance again commences employment in accordance with subparagraph (e) above, said allowance shall cease while the employee is so reemployed, and the period of time during which the employee is so reemployed shall be deducted from the total period for which the employee is entitled to receive a dismissal allowance. During the time of such reemployment, the employee shall be entitled to the protections of this arrangement to the extent they are applicable.

(7)(g) The dismissal allowance of any employee who is otherwise employed shall be reduced to the extent that the employee's combined monthly earnings from such other employment or self-employment, any benefits received from any unemployment insurance law, and his/her dismissal allowance exceed the amount upon which the employee's dismissal allowance is based. Such employee, or his/her union representative, and the Recipient shall agree upon a procedure by which the Recipient shall be kept currently informed of the earnings of such employee in employment other than with the employee's former employer, including self-employment, and the benefits received.

(7)(h) The dismissal allowance shall cease prior to the expiration of the protective period in the event of the failure of the employee without good cause to return to service in accordance with the applicable labor agreement, or to accept employment as provided under subparagraph (e) above, or in the event of the employee's resignation, death, retirement, or dismissal for cause in accordance with any labor agreement applicable to his/her employment.

(7)(i) A dismissed employee receiving a dismissal allowance shall actively seek and not refuse other reasonably comparable employment offered him/her for which the employee is physically and mentally qualified and does not require a change in the employee's place of residence. Failure of the dismissed employee to comply with this obligation shall be grounds for discontinuance of the employee's allowance; provided that said dismissal allowance shall not be discontinued until final determination is made either by agreement between the Recipient and the employee or his/her representative, or by final and binding dispute resolution determination rendered in accordance with paragraph (15) of this arrangement that such employee did not comply with this obligation.

(8) In determining length of service of a displaced or dismissed employee for purposes of this arrangement, such employee shall be given full service credits in accordance with the records and labor agreements applicable to him/her and the employee shall be given additional service credits for each month in which the employee receives a dismissal or displacement allowance as if the employee were continuing to perform services in his/her former position.

(9) No employee shall be entitled to either a displacement or dismissal allowance under paragraphs (6) or (7) hereof because of the abolishment of a position to which, at some future time, the employee could have bid, been transferred, or promoted.

(10) No employee receiving a dismissal or displacement allowance shall be deprived, during the employee's protected period, of any rights, privileges, or benefits attaching to his/her employment, including, without limitation, group life insurance, hospitalization and medical care, free transportation for the employee and the employee's family, sick leave, continued status and participation under any

disability or retirement program, and such other employee benefits as Railroad Retirement, Social Security, Workmen's Compensation, and unemployment compensation, as well as any other benefits to which the employee may be entitled under the same conditions and so long as such benefits continue to be accorded to other employees of the bargaining unit, in active service or furloughed as the case may be.

(11)(a) Any employee covered by this arrangement who is retained in the service of his/her employer, or who is later restored to service after being entitled to receive a dismissal allowance, and who is required to change the point of his/her employment in order to retain or secure active employment with the Recipient in accordance with this arrangement, and who is required to move his/her place of residence, shall be reimbursed for all expenses of moving his/her household and other personal effects, for the traveling expenses for the employee and members of the employee's immediate family, including living expenses for the employee and the employee's immediate family, and for his/her own actual wage loss during the time necessary for such transfer and for a reasonable time thereafter, not to exceed five (5) working days. The exact extent of the responsibility of the Recipient under this paragraph, and the ways and means of transportation, shall be agreed upon in advance between the Recipient and the affected employee or the employee's representatives.

(11)(b) If any such employee is laid off within three (3) years after changing his/her point of employment in accordance with paragraph (a) hereof, and elects to move his/her place of residence back to the original point of employment, the Recipient shall assume the expenses, losses and costs of moving to the same extent provided in subparagraph (a) of this paragraph (11) and paragraph (12) (a) hereof.

(11)(c) No claim for reimbursement shall be paid under the provisions of this paragraph unless such claim is presented to the Recipient in writing within ninety (90) days after the date on which the expenses were incurred.

(11)(d) Except as otherwise provided in subparagraph (b), changes in place of residence, subsequent to the initial changes as a result of the Project, which are not a result of the Project but grow out of the normal exercise of seniority rights, shall not be considered within the purview of this paragraph.

(12)(a) The following conditions shall apply to the extent they are applicable in each instance to any employee who is retained in the service of the employer (or who is later restored to service after being entitled to receive a dismissal allowance), who is required to change the point of his/her employment as a result of the Project, and is thereby required to move his/her place of residence.

If the employee owns his/her own home in the locality from which the employee is required to move, the employee shall, at the employee's option, be reimbursed by the Recipient for any loss suffered in the sale of the employee's home for less than its fair market value, plus conventional fees and closing costs, such loss to be paid within thirty (30) days of settlement or closing on the sale of the home. In each case, the fair market value of the home in question shall be determined, as of a date sufficiently prior to the date of the Project, so as to be unaffected thereby. The Recipient shall, in each instance, be afforded an opportunity to purchase the home at such fair market value before it is sold by the employee to any other person and to reimburse the seller for his/her conventional fees and closing costs.

If the employee is under a contract to purchase his/her home, the Recipient shall protect the employee against loss under such contract, and in addition, shall relieve the employee from any further obligation there under.

If the employee holds an unexpired lease of a dwelling occupied as the employee's home, the Recipient shall protect the employee from all loss and cost in securing the cancellation of said lease.

(12)(b) No claim for loss shall be paid under the provisions of this paragraph unless such claim is presented to the Recipient in writing within one year after the effective date of the change in residence.

(12)(c) Should a controversy arise in respect to the value of the home, the loss sustained in its sale, the loss under a contract for purchase, loss and cost in securing termination of a lease, or any other question

# Exhibit D

# Department of Labor Clauses

Metro Grant 933346

in connection with these matters, it shall be decided through a joint conference between the employee, or his/her union, and the Recipient. In the event they are unable to agree, the dispute or controversy may be referred by the Recipient or the union to a board of competent real estate appraisers selected in the following manner: one (1) to be selected by the representatives of the employee, and one (1) by the Recipient, and these two, if unable to agree within thirty (30) days upon the valuation, shall endeavor by agreement with ten (10) days thereafter to select a third appraiser, or to agree to a method by which a third appraiser shall be selected, and failing such agreement, either party may request the State and local Board of Real Estate Commissioners to designate within ten (10) days a third appraiser, whose designation will be binding upon the parties and whose jurisdiction shall be limited to determination of the issues raised in this paragraph only. A decision of a majority of the appraisers shall be required and said decision shall be final, binding, and conclusive. The compensation and expenses of the neutral appraiser including expenses of the appraisal board shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the compensation of the appraiser selected by such party.

(12)(d) Except as otherwise provided in paragraph (11)(b) hereof, changes in place of residence, subsequent to the initial changes as a result of the Project, which are not a result of the Project but grow out of the normal exercise of seniority rights, shall not be considered within the purview of this paragraph.

(12)(e) "Change in residence" means transfer to a work location which is either:

(A) outside a radius of twenty (20) miles of the employee's former work location and farther from the employee's residence than was his/her former work location, or

(B) is more than thirty (30) normal highway route miles from the employee's residence and also farther from his/her residence than was the employee's former work location.

(13)(a) A dismissed employee entitled to protection under this arrangement may, at the employee's option within twenty-one (21) days of his/her dismissal, resign and (in lieu of all other benefits and protections provided in this arrangement) accept a lump sum payment computed in accordance with section (9) of the Washington Job Protection Agreement of May 1936:

<b>Length of Service</b>	<b>Separation Allowance</b>
1 year and less than 2 years	3 month's pay
2 years and less than 3 years	6 month's pay
3 years and less than 5 years	9 month's pay
5 years and less than 10 years	12 month's pay
10 years and less than 15 years	12 month's pay
15 years and over	12 month's pay

In the case of an employee with less than one year's service, five days' pay, computed by multiplying by 5 the normal daily earnings (including regularly scheduled overtime, but excluding other overtime payments) received by the employee in the position last occupied, for each month in which the employee performed service, will be paid as the lump sum.

Length of service shall be computed as provided in Section 7(b) of the Washington Job Protection Agreement, as follows:

For the purposes of this arrangement, the length of service of the employee shall be determined from the date the employee last acquired an employment status with the employing carrier and the employee shall be given credit for one month's service for each month in which the employee performed any service (in any capacity whatsoever) and twelve (12) such months shall be credited as one year's service. The employment status of an employee shall not be interrupted by furlough in instances where the employee has a right to and does return to service when called. In determining length of service of an employee acting as an officer or other official representative of an employee organization, the employee will be given credit for performing service while so engaged on leave of absence from the service of a carrier.

(13)(b) One month's pay shall be computed by multiplying by 30 the normal daily earnings (including regularly scheduled overtime, but excluding other overtime payments) received by the employee in the position last occupied prior to time of the employee's dismissal as a result of the Project.

(14) Whenever used herein, unless the context requires otherwise, the term "protective period" means that period of time during which a displaced or dismissed employee is to be provided protection hereunder and extends from the date on which an employee is displaced or dismissed to the expiration of six (6) years there from, provided, however, that the protective period for any particular employee during which the employee is entitled to receive the benefits of these provisions shall not continue for a longer period following the date the employee was displaced or dismissed than the employee's length of service, as shown by the records and labor agreements applicable to his/her employment prior to the date of the employee's displacement or dismissal.

(15) Any dispute, claim, or grievance arising from or relating to the interpretation, application or enforcement of the provisions of this arrangement, not otherwise governed by paragraph 12(c) of this arrangement, the Labor-Management Relations Act, as amended, the Railway Labor Act, as amended, or by impasse resolution provisions in a collective bargaining or protective arrangement involving the Recipient(s) and the Union(s), which cannot be settled by the parties thereto within thirty (30) days after the dispute or controversy arises, may be submitted at the written request of the Recipient(s) or the Union(s) in accordance with a final and binding resolution procedure mutually acceptable to the parties. Failing agreement within ten (10) days on the selection of such a procedure, any party to the dispute may request the American Arbitration Association to furnish an arbitrator and administer a final and binding arbitration under its Labor Arbitration Rules. The parties further agree to accept the arbitrator's award as final and binding.

The compensation and expenses of the neutral arbitrator, and any other jointly incurred expenses, shall be borne equally by the Union(s) and Recipient(s), and all other expenses shall be paid by the party incurring them.

In the event of any dispute as to whether or not a particular employee was affected by the Project, it shall be the employee's obligation to identify the Project and specify the pertinent facts of the Project relied upon. It shall then be the burden of the Recipient to prove that factors other than the Project affected the employee. The claiming employee shall prevail if it is established that the Project had an effect upon the employee even if other factors may also have affected the employee (See Hodgson's Affidavit in Civil Action No. 825-71).

(16) The Recipient will be financially responsible for the application of these conditions and will make the necessary arrangements so that any employee affected, as a result of the project, may file a written claim through his/her Union representative with the Recipient within sixty (60) days of the date the employee is terminated or laid off as a result of the Project, or within eighteen (18) months of the date the employee's position with respect to his/her employment is otherwise worsened as a result of the Project. In the latter case, if the events giving rise to the claim have occurred over an extended period, the 18-month limitation shall be measured from the last such event. No benefits shall be payable for any period prior to six (6) months from the date of the filing of any claim. Unless the claim is filed with the Recipient within said time limitations, the Recipient shall thereafter be relieved of all liabilities and obligations related to the claims.

The Recipient will fully honor the claim, making appropriate payments, or will give written notice to the claimant and his/her representative of the basis for denying or modifying such claim, giving reasons therefore. In the event the Recipient fails to honor such claim, the Union may invoke the following procedures for further joint investigation of the claim by giving notice in writing of its desire to pursue such procedures. Within ten (10) days from the receipt of such notice, the parties shall exchange such factual material as may be requested of them relevant to the disposition of the claim and shall jointly take such steps as may be necessary or desirable to obtain from any third party such additional factual materials as may be relevant. In the event the claim is so rejected by the Recipient, the claim may be processed in accordance with the final and binding resolution procedures described in paragraph (15).

(17) Nothing in this arrangement shall be construed as depriving any employee of any rights or benefits which such employee may have under existing employment or collective bargaining agreements or otherwise; provided that there shall be no duplication of benefits to any employee, and, provided further, that any benefit under this arrangement shall be construed to include the conditions, responsibilities, and obligations accompanying such benefit. This arrangement shall not be deemed a waiver of any rights derived from any other agreement or provision of federal, state or local law.

(18) During the employee's protective period, a dismissed employee shall, if the employee so requests, in writing, be granted priority of employment or reemployment to fill any vacant position within the jurisdiction and control of the Recipient reasonably comparable to that which the employee held when dismissed, including those in the employment of any entity bound by this arrangement pursuant to paragraph (21) hereof, for which the employee is, or by training or retraining can become, qualified; not, however, in contravention of collective bargaining agreements related thereto. In the event such employee requests such training or re-training to fill such vacant position, the Recipient shall provide for such training or re-training at no cost to the employee. The employee shall be paid the salary or hourly rate provided for in the applicable collective bargaining agreement for such position, plus any displacement allowance to which the employee may be otherwise entitled. If such dismissed employee who has made such request fails, without good cause, within ten (10) days to accept an offer of a position comparable to that which the employee held when dismissed for which the employee is qualified, or for which the employee has satisfactorily completed such training, the employee shall, effective at the expiration of such ten-day period, forfeit all rights and benefits under this arrangement.

As between employees who request employment pursuant to this paragraph, the following order where applicable shall prevail in hiring such employees:

(a) Employees in the craft or class of the vacancy shall be given priority over employees without seniority in such craft or class;

(b) As between employees having seniority in the craft or class of the vacancy, the senior employees, based upon their service in that craft or class, as shown on the appropriate seniority roster, shall prevail over junior employees;

(c) As between employees not having seniority in the craft or class of the vacancy, the senior employees, based upon their service in the crafts or classes in which they do have seniority as shown on the appropriate seniority rosters, shall prevail over junior employees.

(19) The Recipient will post, in a prominent and accessible place, a notice stating that the Recipient has received federal assistance under the Federal Transit statute and has agreed to comply with the provisions of 49 U.S.C., Section 5333(b). This notice shall also specify the terms and conditions set forth herein for the protection of employees. The Recipient shall maintain and keep on file all relevant books and records in sufficient detail as to provide the basic information necessary to the proper application, administration, and enforcement of this arrangement and to the proper determination of any claims arising there under.

(20) In the event the Project is approved for assistance under the statute, the foregoing terms and conditions shall be made part of the contract of assistance between the federal government and the Grantee and between the Grantee and any Recipient; provided, however, that this arrangement shall not merge into the contract of assistance, but shall be independently binding and enforceable by and upon the parties thereto, and by any covered employee or his/her representative, in accordance with its terms, nor shall any other employee protective agreement merge into this arrangement, but each shall be independently binding and enforceable by and upon the parties thereto, in accordance with its terms.

(21) This arrangement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by reason of the arrangements made by or for the Recipient to manage and operate the system.

Any person, enterprise, body, or agency, whether publicly or privately owned, which shall undertake the management, provision and/ or operation of the Project services or the Recipient's transit system, or any part or portion thereof, under contractual arrangements of any form with the Recipient, its successors or assigns, shall agree to be bound by the terms of this arrangement and accept the responsibility with the Recipient for full performance of these conditions. As a condition precedent to any such contractual arrangements, the Recipient shall require such person, enterprise, body or agency to so agree in writing. Transit employees in the service area of the project are third-party beneficiaries to the terms of this protective arrangement, as incorporated by reference in the contractual agreement.

(22) In the event of the acquisition, assisted with Federal funds, of any transportation system or services, or any part or portion thereof, the employees of the acquired entity shall be assured employment, in comparable positions, within the jurisdiction and control of the acquiring entity, including positions in the employment of any entity bound by this arrangement pursuant to paragraph (21). All persons employed under the provisions of this paragraph shall be appointed to such comparable positions without examination, other than that required by applicable federal, state or local law or collective bargaining agreement, and shall be credited with their years of service for purposes of seniority, vacations, and pensions in accordance with the records of their former employer and/ or any applicable collective bargaining agreements.

(23) The employees covered by this arrangement shall continue to receive any applicable coverage under Social Security, Railroad Retirement, Workmen's Compensation, unemployment compensation, and the like. In no event shall these benefits be worsened as a result of the Project.

(24) In the event any provision of this arrangement is held to be invalid, or otherwise unenforceable under federal, state, or local law, in the context of a particular Project, the remaining provisions of this arrangement shall not be affected and the invalid or unenforceable provision shall be renegotiated by the Recipient and the interested Union representatives of the employees involved for purpose of adequate replacement under Section 5333(b). If such negotiation shall not result in mutually satisfactory agreement any party may invoke the jurisdiction of the Secretary of Labor to determine substitute fair and equitable employee protective arrangements for application only to the particular Project, which shall be incorporated in this arrangement only as applied to that Project, and any other appropriate action, remedy, or relief.

(25) If any employer of the employees covered by this arrangement shall have rearranged or adjusted its work force(s) in anticipation of the Project, with the effect of depriving an employee of benefits to which the employee should be entitled under this arrangement, the provisions of this arrangement shall apply to such employee as of the date when the employee was so affected.

**CITY OF TIGARD, OREGON  
TIGARD CITY COUNCIL  
RESOLUTION NO. 15-**

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH WASHINGTON COUNTY TO MANAGE A \$41,000 MSTIP OPPORTUNITY GRANT THAT WILL HELP FUND A SAFE ROUTES TO SCHOOL COORDINATOR FOR A PERIOD OF TWO YEARS..

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WHEREAS, the City’s strategic vision is “The most walkable community in the Pacific Northwest where people of all ages and abilities live healthy, interconnected lives;” and

WHEREAS, when it is safe, convenient, and fun to walk to neighborhood schools, our children are healthier, our streets are safer for everyone, and our communities thrive; and

WHEREAS, kids that can safely walk and bike to their neighborhood school get regular physical activity and do better in school; and

WHEREAS, our kids who most need more opportunities for physical activity often don’t have safe routes for walking or biking to school; and

WHEREAS, comprehensive Safe Routes to School programs have proven successful at getting more kids to bike and walk to school; and

WHEREAS, Safe Routes to School programs are a cost-effective way to improve children’s health, make neighborhood streets safer for everyone, engage community members in promoting healthy and safe choices, and reduce school-related congestion; and

WHEREAS, the City recognizes the value of Safe Routes to School in meeting its goals and realizing its strategic vision; and

WHEREAS, a \$41,000 MSTIP Opportunity Fund grant will be used to match the \$150,000 Metro Regional Travel Options (RTO) grant, and for the purchase of other program needs as described in the RTO grant application to develop a Safe Routes to School programs in the City; and

WHEREAS, the funding is needed to hire a full time coordinator for a period of two years to run a Safe Routes to School program in the Tigard-Tualatin School District to serve every K - 8 Tigard student; and

WHEREAS, an intergovernmental agreement (IGA) between Washington County and Tigard memorializes services to be performed and obligations of the parties to manage a \$41,000 MSTIP Opportunity Fund grant for a dedicated Safe Routes to School Coordinator in Tigard.

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

RESOLUTION NO. 15-

SECTION 1: The Tigard City Council approves the IGA with Washington County for management of a \$41,000 MSTIP Opportunity Fund grant to help fund a dedicated Safe Routes to School Coordinator and program for Tigard and authorizes the City Official to sign the IGA.

SECTION 2: This resolution is effective immediately upon passage.

PASSED: This \_\_\_\_\_ day of \_\_\_\_\_ 2015.

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Mayor - City of Tigard

ATTEST:

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City Recorder - City of Tigard

**AGREEMENT  
BETWEEN  
Washington County and the City of Tigard**

**FOR A DISTRIBUTION FROM THE MAJOR STREETS  
TRANSPORTATION IMPROVEMENT PROGRAM (MSTIP)  
OPPORTUNITY FUND**

THIS AGREEMENT is entered into between Washington County, a political subdivision of the State of Oregon, acting by and through its elected officials, hereinafter referred to as "COUNTY"; and the City of Tigard, a municipal corporation, acting by and through its City Council, hereinafter referred to as "CITY."

**RECITALS**

1. COUNTY approved the MSTIP 3d program in July 2012 that contained a \$5,000,000 Opportunity Fund component, hereinafter referred to as "FUND".
2. CITY requested a \$41,000 distribution from the FUND as a match for a Regional Transportation Options grant, hereinafter referred to as "RTO", to fund a Safe Routes to Schools Program Coordinator.
3. The FUND distribution requested by CITY was approved by the Washington County Coordinating Committee in November 2014. The approval was contingent on the CITY receiving approval for the RTO grant.
4. CITY was awarded the RTO in February 2015.
5. CITY will enter into a separate agreement with Metro for the grant funds.
6. ORS 190.010 authorizes agencies to enter into intergovernmental agreements for the performance of any or all functions and activities that a party to the agreement has the authority to perform.

**AGREEMENT**

NOW, THEREFORE, in consideration of the terms, conditions and covenants set forth below, the parties hereto agree as follows:

**1. COUNTY OBLIGATIONS**

- 1.1 COUNTY shall distribute \$41,000 from the FUND within sixty (60) calendar days of receipt of an invoice from CITY.

## **2. CITY OBLIGATIONS**

2.1 CITY shall invoice COUNTY for the \$41,000 distribution from the FUND within thirty (30) calendar days of the execution of the agreement with Metro described in Recital 5 of this AGREEMENT.

## **3. FINANCIAL OBLIGATIONS**

3.1 COUNTY and CITY will each bear the cost of performance of their respective obligations under this AGREEMENT.

## **4. GENERAL PROVISIONS**

### **4.1 LAWS OF OREGON**

The parties shall comply with all applicable laws and regulations regarding the handling and expenditure of public funds. This Agreement shall be construed and enforced in accordance with the laws of the State of Oregon. All relevant provisions required by ORS Chapter 279A and 279C to be included in public contracts are incorporated and made a part of this Agreement as if fully set forth herein.

### **4.2 DEFAULT**

Time is of the essence in the performance of the Agreement. Either party shall be deemed to be in default if it fails to comply with any provisions of this Agreement. The non-defaulting party shall provide the other party with written notice of default and allow thirty (30) days within which to cure the defect.

### **4.3 INDEMNIFICATION**

This Agreement is for the benefit of the parties only. Each party agrees to indemnify and hold harmless the other party, and its officers, employees, and agents, from and against all claims, demands and causes of actions and suits of any kind or nature for personal injury, death or damage to property on account of or arising out of services performed, the omissions of services or in any way resulting from the negligent or wrongful acts or omissions of the indemnifying party and its officers, employees and agents. To the extent applicable, the above indemnification is subject to and shall not exceed the limits of liability of the Oregon Tort Claims Act (ORS 30.260 through 30.300). In addition, each party shall be solely responsible for any contract claims, delay damages or similar items arising from or caused by the action or inaction of the party under this agreement.

#### 4.4 MODIFICATION OF AGREEMENT

No waiver, consent, modification or change of terms of this Agreement shall be binding unless in writing and signed by both parties.

#### 4.5 DISPUTE RESOLUTION

The parties shall attempt to informally resolve any dispute concerning any party's performance or decisions under this Agreement, or regarding the terms, conditions or meaning of this Agreement. A neutral third party may be used if the parties agree to facilitate these negotiations. In the event of an impasse in the resolution of any dispute, the issue shall be submitted to the governing bodies of both parties for a recommendation or resolution.

#### 4.6 REMEDIES

Subject to the provisions in paragraph 4.5, any party may institute legal action to cure, correct or remedy any default, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation of this Agreement. All legal actions shall be initiated in Washington County Circuit Court. The parties, by signature of their authorized representatives below, consent to the personal jurisdiction of that court.

#### 4.7 EXCUSED PERFORMANCE

In addition to the specific provisions of this Agreement, performance by any party shall not be in default where delay or default is due to war, insurrection, strikes, walkouts, riots, floods, drought, earthquakes, fires, casualties, acts of God, governmental restrictions imposed on or mandated by governmental entities other than the parties, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulation, litigation or similar bases for excused performance that are not within the reasonable control to the party to be excused.

#### 4.8 SEVERABILITY

If any one or more of the provisions contained in this Agreement is invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of the Agreement will not be affected or impaired in any way.

#### 4.9 INTEGRATION

This Agreement is the entire agreement of the parties on its subject and

supersedes any prior discussions or agreements regarding the same subject.

**5. TERM OF AGREEMENT**

- 5.1 This Agreement becomes effective on the last date signed below and shall terminate two (2) years from the effective date except as provided in Paragraph 5.2 below.
  
- 5.2 This Agreement may be amended or extended for periods of up to one (1) year by mutual consent of the parties. It may be canceled or terminated for any reason by either party. Termination or cancellation shall be effective thirty (30) days after written notice to the other party, or at such time as the parties may otherwise agree. The parties shall, in good faith, agree to such reasonable provisions for winding up the Agreement as necessary.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**CITY OF TIGARD, OREGON**

**WASHINGTON COUNTY, OREGON**

\_\_\_\_\_  
John Cook, Mayor

\_\_\_\_\_  
CHAIR, Board of County  
Commissioners

ATTEST:

\_\_\_\_\_  
CITY RECORDER

\_\_\_\_\_  
RECORDING SECRETARY

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

\_\_\_\_\_  
COUNTY COUNSEL

**AIS-2233**

**3. F.**

**Business Meeting**

**Meeting Date:** 06/09/2015  
**Length (in minutes):** Consent Item  
**Agenda Title:** Contract Award - Dirksen Park Oak Savanna  
**Prepared For:** Joseph Barrett  
**Submitted By:** Joseph Barrett, Financial and Information Services  
**Item Type:** Motion Requested      **Meeting Type:** Consent  
Agenda -  
LCRB

**Public Hearing** No

**Newspaper Legal Ad Required?:**

**Public Hearing Publication**

**Date in Newspaper:**

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**Information**

**ISSUE**

Shall the Local Contract Review Board award a contract for the Dirksen Park Oak Savanna project to Ash Creek Forest Management. LLC in the amount of \$220,000.

**STAFF RECOMMENDATION / ACTION REQUEST**

Staff recommends the Local Contract Review Board award a contract for work on the Oak Savanna Project at Dirksen Nature Park in the amount of \$220,000 and authorize the City Manager to take the necessary steps to execute the contract.

**KEY FACTS AND INFORMATION SUMMARY**

The Oak Savanna project is part of the development of Dirksen Nature Park. The park has 7 distinct native Northwest ecosystems which makes it the perfect location for an urban nature park. The oak savanna is an important ecosystem to the region historically and as such we are focusing our effort on its restoration.

The work under this project will provide all restoration services associated with site preparation and establishment of the oak savanna at Dirksen Nature Park. This work will include removal of non-native grasses and trees, removal of trees that are currently crowding oaks, replanting native grasses, wildflowers, and shrubs associated with a healthy savanna. The contractor will also use the wood material from downed trees to construct buck and pole fencing around the savanna to discourage entry to the area while it is establishing. These rough pole fences are low to the ground so views into the area will not be blocked. The contractor will provide planting and maintenance services through 2019.

Under 279A.215, the city may establish a contract with a specific vender under a permissive cooperative procurement process. This is in line with Tigard Public Contracting Rule 10.085. Staff would like to utilize this form of procurement for this project. Under this form of procurement the following is all that is required:

- An administering contracting agency with a solicitation and contract that is open and competitive, allows selection methods similar to Tigard's,
- The solicitation document and contract with the administering agency contains cooperative language which allows other agencies (such as Tigard) to establish their own contracts under the terms, conditions, and pricing of the original contract,
- A contractor that agrees to extend the terms, conditions, and pricing, and
- Public notice if the purchasing agency's contract will exceed \$250,000.

For this particular contract, the first three bullets will apply but not the fourth as the city's contract will not exceed \$250,000. For the first three requirements, Metro released a Request for Proposal (RFP) for Natural Areas Habitat Restoration Services this past winter containing permissive cooperative language and was similar to a process the city would have utilized. The subsequent contract executed from this RFP also contains the permissive cooperative language. The city has had discussion with the awarded contractor, Ash Creek Forest Management, LLC, and they are willing to extend the terms, conditions, and pricing of the Metro contract to the city. Thus the required three bullets above are met.

Staff is requesting a contract be awarded under a passive cooperative procurement method to Ash Creek Forest Management for work on the Oak Savanna project at Dirksen Nature Park. The estimated total of the contract is \$220,000 over the next three to four years.

### **OTHER ALTERNATIVES**

The Local Contract Review Board may reject the use of a permissive cooperative purchase and direct staff conduct a full Request for Proposal process.

The Local Contract Review Board may reject the contract and place the work on hold.

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

Dirksen Park Oak Savanna Contract Award This work supports the goals of the Summer Creek Master Plan (Dirksen Park Master Plan) and the City Park System Master Plan. This work also supports walkability goals of the City Strategic Plan.

### **DATES OF PREVIOUS COUNCIL CONSIDERATION**

The Local Contract Review Board discussed this potential contract at their May 19th Workshop meeting.

**Cost:** \$220,000

**Budgeted (yes or no):** Pending

**Where budgeted?:** Urban Forestry Fund

**Additional Fiscal Notes:**

This portion of the Dirksen Nature Park Development is included in the Proposed CIP for FY 2016-21. There is \$100,000 per year requested for FY16 and FY17. The CIP budget would need to be increased by \$20,000 to accommodate the additional cost. Additionally, the contract cost would be potentially spread over four years and not two years as stated in the Proposed CIP. This contract will run from FY 14/15 through FY 19/20.

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**Attachments**

*No file(s) attached.*

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**AIS-2239**

**4.**

**Business Meeting**

**Meeting Date:** 06/09/2015

**Length (in minutes):** 5 Minutes

**Agenda Title:** Proclaim Mark Neffendorf Day in Tigard

**Prepared For:** Joanne Bengtson, City Management

**Submitted By:** Joanne Bengtson, City Management

**Item Type:** Update, Discussion, Direct Staff      **Meeting Type:** Proclamation

**Public Hearing:** No      **Publication Date:**

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**Information**

**ISSUE**

Should Mayor Cook Proclaim June 9 Mark Neffendorf Day in Tigard upon his retirement as the Principal of Tigard High School?

**STAFF RECOMMENDATION / ACTION REQUEST**

N/A

**KEY FACTS AND INFORMATION SUMMARY**

Tigard High School have requested that Mayor Cook would proclaim June 9, 2015 as Mark Neffendorf Day in Tigard to honor Tigard High School's Principal, who is retiring after 36 years in education.

**OTHER ALTERNATIVES**

Mayor Cook could decline the proclamation request.

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

N/A

**DATES OF PREVIOUS COUNCIL CONSIDERATION**

N/A

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**Attachments**

Mark Neffendorf day Proclamation

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# Proclamation

City of Tigard

## Mark Neffendorf Day June 9, 2015

**WHEREAS**, Tigard High School Principal Mark Neffendorf is retiring in June 2015, contributing 36 years of dedicated service to the education and support of youth in Oregon; and

**WHEREAS**, Mark's leadership has built a durable sense of community at Tigard High School (THS) that buoyed staff, improved student achievement and expanded opportunities for all students; and

**WHEREAS**, The staff and student body described a significant number of large and small ways that Mark's legacy strengthened THS and the community, including the creation of Tiger Pride Academic Week dedicated to the importance of learning, a Distinguished Alumni Recognition Program, a Junior Mentor Program that pairs students with adults to help plan for their future, a diverse and supportive class structure that allows educators to support students and each other; and

**WHEREAS**, Mark's commitment to youth earned him Coach of the Year recognition for the State of Oregon five times, two State Championships for Oregon State Basketball and statewide respect from students, colleagues and the community.

**NOW THEREFORE BE IT RESOLVED THAT I**, John L. Cook, Mayor of the City of Tigard, Oregon, do hereby proclaim June 9, 2015 as

### MARK NEFFENDORF DAY

in Tigard, Oregon and urge all residents to join in recognizing the important role that dedicated educators play in developing a great community for future generations.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2015.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Tigard to be affixed.

\_\_\_\_\_  
John L. Cook, Mayor  
City of Tigard

**Attest:**

\_\_\_\_\_  
City Recorder

**AIS-2254**

**5.**

**Business Meeting**

**Meeting Date:** 06/09/2015

**Length (in minutes):** 10 Minutes

**Agenda Title:** Award "If I Were Mayor" Contest Winners

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

**Item Type:** Update, Discussion, Direct Staff  
**Meeting Type:** Council  
Business  
Meeting -  
Main

**Public Hearing** No

**Newspaper Legal Ad Required?:**

**Public Hearing Publication**

**Date in Newspaper:**

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**Information**

**ISSUE**

Should Mayor Cook announce one winning entry in each category of the 2015 "If I Were Mayor, I Would..." contest?

- \* Poster winner, Avery Fleming, 3rd Grade at Alberta Rider Elementary School
- \* Video/PowerPoint winner, Carter Kruse, 12th Grade at Tigard High School, link to presentation: [http://prezi.com/cwkk8w6tphoj/?utm\\_campaign=share&utm\\_medium=copy](http://prezi.com/cwkk8w6tphoj/?utm_campaign=share&utm_medium=copy)

**STAFF RECOMMENDATION / ACTION REQUEST**

n/a

**KEY FACTS AND INFORMATION SUMMARY**

Each year the Oregon Mayors Association and local Mayors sponsor the contest, open to students from 4th - 12th grades. Students are asked to share their creative ideas about what they would do as Tigard's mayor. Local winners in each category are awarded a \$50 Visa gift card and recognition at the Tigard City Council meeting. Tigard's local winners will have their entry sent to Salem to compete in the statewide contest for a chance to win an iPad Air.

**OTHER ALTERNATIVES**

Make awards in none of the categories, or only in a category that receives an entry worthy of selection.

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

## **DATES OF PREVIOUS CONSIDERATION**

Tigard has participated in this contest every year since 2007.

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### **Fiscal Impact**

**Cost:** 164.85  
**Budgeted (yes or no):** yes  
**Where Budgeted (department/program):** 100-0500-54311

### **Additional Fiscal Notes:**

This amount is predicated upon the Mayor receiving a winning entry in each category. If that doesn't happen the cost could be less.

\$50 Visa gift card, plus \$4.95 activation fee, times three.

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### **Attachments**

2015 If I Were Mayor Contest Rules

Carter Kruse Prezi presentation

Avery Fleming Poster

Avery Fleming note with poster

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# If I Were Mayor, I would...

★ ★ ★ ★ 2015 Student Contest ★ ★ ★ ★ Grades 4–12 ★ ★ ★ ★



Mayor Cook and the Oregon Mayors Association invite you to enter the 2015 "If I Were Mayor, I would..." contest.



Share your creative ideas about what you would do as Tigard's mayor. Local winners in each category will be awarded a \$50 Visa gift card and recognition at the Tigard City Council meeting on May 12, 2015. The winning entries will go to Salem to compete in the statewide contest for a chance to win an iPad Air! Statewide winners will receive their prize during the OMA Summer Conference on July 31, 2015 in Cottage Grove.

## CONTEST DEADLINE: Thursday, April 30, 2015

### GENERAL RULES

- ★ All submissions must be accompanied by a completed entry form. All forms must be signed by the student's parent or guardian. Entry forms may be photocopied.
- ★ Only one submission per student will be accepted at the state level.
- ★ Submissions will not be returned and will become the property of the Oregon Mayors Association (OMA).
- ★ OMA retains the right to publish essays and posters along with the names and likenesses of each student.
- ★ Previous statewide winners may participate but are not eligible to receive prizes.
- ★ League of Oregon Cities (LOC) employees and dependents are not eligible to enter.

### CONTEST ENTRY RULES

#### POSTERS: (Elementary School)

- ★ The poster contest is open to students enrolled in grades 4 and 5 or being home-schooled at the same grade level for the 2014–15 school year.
- ★ Poster size must be a **minimum of 17 inches** and a **maximum of 28 inches** in height or width.
- ★ Students are encouraged to be creative and may use any art medium (e.g., poster paints, felt pens, colored pencils, pastels, crayons, etc.). The poster may be in color or black and white.
- ★ The student's name and a daytime phone number or email address for their parent or guardian must appear on the back of the poster.

#### ESSAY: (Grades 6–8)

- ★ The essay contest is open to students enrolled in grades 6 through 8 or being home-schooled at the same grade level for the 2014–15 school year.
- ★ Essays must be 500 to 1,000 words in length and typed.
- ★ The student's name and a daytime phone number or email address for their parent or guardian must appear at the top of the essay.

#### VIDEO or POWERPOINT PRESENTATION: (Grades 9–12)

- ★ The video/PowerPoint contest is open to students enrolled in grades 9 through 12 or being home-schooled at the high school level for the 2014–15 school year.
- ★ Presentations must be one to three minutes in length and submitted on DVD or CD.
- ★ The student's name and a daytime phone number or email address for their parent or guardian must be written on the disk or disk sleeve.



TIGARD STUDENTS ONLY — Submit your original work with a complete entry form to:

City of Tigard,  
Attention: Joanne Bengtson  
13125 SW Hall Blvd., Tigard, OR 97223  
Questions? Call 503-718-2476.



# If I Were Mayor, I would...

★ ★ 2015 Student Contest Official Entry Form ★ ★ Grades 4–12 ★ ★

(This form must accompany EVERY contest entry)

## What Does a Mayor Do?

Oregon mayors are elected by the voters in their city to serve as the chair of the city's governing body—the City Council. They are the recognized civic leader in the eyes of the community and the person who represents their city to other governments and individuals. The mayor presides over council meetings and participates in discussions. In many cases he or she votes on issues only in cases of a tie. Depending on the city's charter (the equivalent of a constitution), the mayor may also appoint committees to study public policy (in areas such as parks, transportation, community planning, libraries, traffic safety, etc.) with council approval, veto ordinances (city laws) passed by the council, and sign ordinances and other records approved by the council.

## Judging Criteria

Judging of the local contest will be conducted by your city officials. A panel of Oregon mayors will conduct statewide judging. In selecting the winners, the judges will consider:

- ★ **CREATIVITY** — Does the student demonstrate curiosity and originality?
- ★ **CLARITY/SINCERITY OF THOUGHT** — Is the submission well thought out and organized?
- ★ **PROPER USE OF GRAMMAR** — Does the submission contain proper spelling, grammar and punctuation?
- ★ **SUBJECT RELEVANCY** — Are the major points relevant to the role of a government leader? Does the student demonstrate an understanding of municipal government and the job of mayor?

### PLEASE PRINT CLEARLY

Name: \_\_\_\_\_ Grade: \_\_\_\_\_

Home address: \_\_\_\_\_

City/state/zip: \_\_\_\_\_

School: \_\_\_\_\_ Sponsoring teacher: \_\_\_\_\_

Name of parent/guardian: \_\_\_\_\_

Email address: \_\_\_\_\_ Daytime phone: \_\_\_\_\_

Signature of parent/guardian (*required for students under age 18*): \_\_\_\_\_

**Verification Statement:** I hereby verify that the student whose name appears on this entry form produced the work submitted.  
Signature of teacher or parent/guardian.

Print name: \_\_\_\_\_ Relationship: \_\_\_\_\_

***Submissions must be accompanied by a completed entry form and be received no later than April 30, 2015.***

Student last name: \_\_\_\_\_ City represented: \_\_\_\_\_

TIGARD STUDENTS ONLY — Submit your original work with a complete entry form to:  
City of Tigard, Attention: Joanne Bengtson, 13125 SW Hall Blvd., Tigard, OR 97223

# If I Were Mayor...

**My Focus**  
If I were Mayor of Tigard for one day, I would focus on the group that is often left out of discussion.  
**The youth of our city.**

**Why A Y?**

- I can build a fully functional, 100,000 square foot YMCA for 3.28 Million.
- I will use a bond measure, and after 20 years this facility will be completely paid off.
- This facility will include public meeting space.
- This will only cost the average citizen of Tigard about \$120 a year.
- The YMCA will pay for all losses. ALWAYS There is NO risk!
- Seniors and families with less to spend can receive scholarships or even free membership.
- Teenagers will finally have somewhere to go in Tigard.
- This facility will bring over 60 jobs to potential teenagers saving for college.



**Why?**  
TO SHOW THE YOUTH THAT WE CARE ABOUT THEM.  
Students are NOT encouraged to pursue a higher education if they will just be overcome with debt upon graduation!

**My Reasoning?**  
People may ask why I chose what you would focus on with your day when there is so much to do in the city!  
Well, simply, when the day is over I can no longer Mayor Tigard and go back to being overwhelmed by my current role. The city of Tigard faces a great deal of community issues:  
- Lack of water for our homes  
- Keeping our air conditioning units to use  
- Purchasing local products from our Oregonian Small Business Fair  
- Maintaining our streets to keep them safe and clean  
Why that said, I would just try my best to make a tiny bit of difference in my life before they are over and I go home!

**#1 Financial Aid**  
If you are familiar at all with the Student Loan Debt Crisis, then you know that the cost of higher education has risen 400% since 1980!  
- The average college student will graduate with around \$20,000 in debt.  
- Community College is one of the ways which you can avoid student loan debt.  
- The Federal Government makes over \$200B. 30% goes from interest on student loans.  
**So how can I help?**

**Steps in Helping**

1. Offer loan interest rate loans to Tigard High students for 2 years of Community College. This way students can finish their Pre-Req's and transfer to a 4 year University, and save tens of thousands of dollars.
2. Use leftover general funds from City Bonds like Parks and Recreation to form City of Tigard Scholarships in the amount of \$1,000-\$3,000. Don't let the unused money go back into the City's General fund, even \$26,000 a year can make a huge difference.

# If I Were Mayor...

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- Seniors and families with less to spend can receive scholarships or even free membership.
- Teenagers will finally have somewhere to go in Tigard.
- This facility will bring over 60 jobs to potential teenagers saving for college.

### #2 Recreation



Microvision of a town

### Why?

TO SHOW THE YOUTH THAT WE CARE ABOUT THEM.

Students are NOT encouraged to pursue a higher education if they will just be overcome with debt upon graduation!

### My Reasoning?

People may ask why I chose what you would focus on with your day when there is so much to do in the city!

- We already, when the city is so small, I can not hope Mayor Tigard will go back to doing everything in my time when the city of Tigard has a year group of 100,000 people.
- Saving water for our future.
- Keeping our parks and recreation facilities.
- Purchasing local products from our Oregon's Small Business Fair.
- Maintaining our parks and recreation facilities.

Why that said, I would just try to do to make a big difference as possible before they are over the top!

### #1 Financial Aid

- If you are familiar at all with the Student Loan Debt Crisis, then you know that the cost of higher education has risen.
- Debt over \$100,000.
- The average college graduate will graduate with around \$20,000 in debt.
- Community College is one of the ways which you can avoid student loan debt.
- The Federal Government makes over \$100B. 30% goes from interest on student loans.

So how can I help?

### Steps in Helping

1. Offer loan interest rate loans to Tigard High students for 2 years of Community College. This way students can finish their Pre-Req's and transfer to a 4 year University, and save tens of thousands of dollars.
2. Use leftover general funds from City Bonds like Parks and Recreation to form City of Tigard Scholarships in the amount of \$1,000-\$3,000. Don't let the unused money go back into the City's General fund, even \$26,000 a year can make a huge difference.



# My Focus

If I were Mayor of Tigard for one day, I would focus on the group that is often left out of discussion.

**The youth of our city.**

# My Reasoning?

People may ask why is that what you would focus on with your day when there is so much else to be done?

Well simple... When my day is up and I am no longer Mayor, Tigard will go back to doing everything they do now! The City of Tigard does a great job at a lot of very important things.

- Securing water for our future
- Investing in and developing parks and trails
- Promoting local business (With one Exception I will Mention)
- Maintaining a wonderful school system and district with Tualatin.

With that said, I would use my one day to make as big of a difference as possible before they are overlooked again!

# #1 Financial Aid

If you are familiar at all with the Student Loan Debt Crisis, then you know that

- The cost of higher education has risen 498% since 1985
- The average college student will graduate with around \$30,000 in debt.
- Student Loan Debt is one of the only debts you cannot declare bankruptcy from.
- The Federal Government makes over \$60 BILLION a year from interest on federal loans.

So how can I help?

# Steps in Helping

1. Offer loan interest rate loans to Tigard High students for 2 years of Community College. This way students can finish their Pre-Req's and transfer to a 4 year University, and save tens of thousands of dollars.
2. Use leftover general funds from City Boards like Parks and Recreation to form City of Tigard Scholarships in the amount of \$1,000-\$3,000. Don't let the unused money go back into the City's General fund, even \$20,000 a year can make a huge difference.

# Why?

TO SHOW THE YOUTH THAT WE  
CARE ABOUT THEM.

Students are NOT encouraged to pursue  
a higher education if they will just be  
overcome with debt upon graduation!

## #2 Recreation

If I were Mayor I would build a YMCA recreation facility in Downtown Tigard



My reasons are as follow...

# Why A Y?

- I can build a fully functional, 100,000 square foot YMCA for \$28 Million.
- I will use a bond measure, and after 20 years this facility will be completely paid off.
- This facility will include public meeting space.
- This will only cost the average citizen of Tigard about \$120 a year.
- The YMCA will pay for all losses, ALWAYS(There is NO risk)
- Seniors and families with less to spend can receive scholarships or even free membership.
- Teenagers will finally have somewhere to go in Tigard.
- This facility will bring over 60 jobs to potential teenagers saving for college.

## Why Downtown?

I thought you would never ask...  
ivate Our Downtown Area! This will  
ng 25,000+ visitors a month to  
wntown.  
OWE IT TO OUR BUSINESSES.  
wntown Tigard businesses STRUGGLE  
ly. We are not doing enough to help  
em.  
ke Downtown Tigard a place people  
nt to be.  
e suggested location is on our wonderful  
il system, and is adjacent to our TriMet  
S/Bus Station.

# Why Downtown?

I thought you would never ask....

- Activate Our Downtown Area! This will bring 25,000+ visitors a month to downtown.
- WE OWE IT TO OUR BUSINESSES. Downtown Tigard businesses STRUGGLE daily. We are not doing enough to help them.
- Make Downtown Tigard a place people want to be.
- The suggested location is on our wonderful trail system, and is adjacent to our TriMet WES/Bus Station.

## #3 Give the Youth A Spot at the Table

Yes, Tigard does have an open spot on some City Boards for a youth to fill. But that's like writing a scholarship opportunity in a bottle and throwing it in Fano Creek.

We need to ACTIVELY PURSUE youth to fill these spots so they are heard as well. I am the President of my school, so trust me when I say nobody knows those spots are available. When I am Mayor, I will make IN PERSON visits to the High School and entice students to apply for these forgotten positions.

To put it simply...

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## **#3 Give the Youth A Spot at the Table**

Yes. Tigard does have an open spot on some City Boards for a youth to fill. But that's like writing a scholarship opportunity in a bottle and throwing it in Fano Creek.

We need to **ACTIVELY PURSUE** youth to fill these spots so they are heard as well. I am the President of my school, so trust me when I say nobody knows those spots are available. When I am Mayor, I will make **IN PERSON** visits to the High School and entice students to apply for these forgotten positions.

To put it simply...

forgotten positions.

To put it simply...

# Its On Us!

We cannot expect the youth to always reach out to us to become involved.

The City of Tigard NEEDS to consider, value, and approach the youth of Tigard. This is what I want to do with my time as Mayor.

If I don't do it, I do not know who will.

# If I Were Mayor...

**My Focus**  
If I were Mayor of Tigard for one day, I would focus on the group that is often left out of discussion.  
**The youth of our city.**

### Why A Y?

- I can build a fully functional, 100,000 square foot YMCA for 3.28 Million.
- I will use a bond measure, and after 20 years this facility will be completely paid off.
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- Seniors and families with less to spend can receive scholarships or even free membership.
- Teenagers will finally have somewhere to go in Tigard.
- This facility will bring over 60 jobs to potential teenagers saving for college.

### #2 Recreation



Microvision of a job

### Why?

TO SHOW THE YOUTH THAT WE CARE ABOUT THEM.

Students are NOT encouraged to pursue a higher education if they will just be overcome with debt upon graduation!

### My Reasoning?

People may ask why I chose what you would focus on with your day when there is so much to do in the city!

- Well, simply, when the day is over I can no longer Mayor Tigard and go back to being overwhelmed by my current role. The city of Tigard faces a great deal of current and future challenges:
- Growing water for our future.
  - Growing public transportation needs to use.
  - Purchasing local products from our Oregonian small business farmers.
  - Maintaining a new water collection system and other water facilities.

Why that said, I would just try my best to make an impact if difference is possible before they are over the horizon!

### #1 Financial Aid

- If you are familiar at all with the Student Loan Debt Crisis, then you know that the cost of higher education has risen:
- Debt over \$100.
  - The average college student will graduate with around \$20,000 in debt.
  - Current loan debt is one of the largest debts you can incur during the college years.

The Federal Government makes over \$200B in a year from interest on Federal loans.

So how can I help?

### Steps in Helping

1. Offer loan interest rate loans to Tigard High students for 2 years of Community College. This way students can finish their Pre-Req's and transfer to a 4 year University, and save tens of thousands of dollars.
2. Use leftover general funds from City Bonds like Parks and Recreation to form City of Tigard Scholarships in the amount of \$1,000-\$3,000. Don't let the unused money go back into the City's General fund, even \$26,000 a year can make a huge difference.

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

# Tigard- My Home



Cook park



Summerlake park



Woodard park



Bring us an all abilities park



Avery Jean Fleming  
12876 [REDACTED]  
Tigard OR, 97224

If I were the Mayor, I would put an all abilities park in Tigard. Tigard's vision is to be the most walkable community for people with all abilities. It would be great for our community to be able to include kids with disabilities and even parents. We have so many dog parks, skate parks, trail parks, soccer fields, and we even have a windmill park but we don't have an all abilities park. We have some unused park space right now and I think it would be the perfect opportunity to start building an all abilities park.

AIS-2204

6.

**Business Meeting**

**Meeting Date:** 06/09/2015

**Length (in minutes):** 5 Minutes

**Agenda Title:** Resolution Certifying that the City of Tigard Provides Services Qualifying for State-Shared Revenues

**Prepared For:** Toby LaFrance, Financial and Information Services

**Submitted By:** Liz Lutz, Financial and Information Services

**Item Type:** Resolution

**Meeting Type:** Council  
Business  
Meeting -  
Main

**Public Hearing:** No

**Publication Date:**

**Information**

**ISSUE**

Shall the City Council approve a resolution certifying that the City of Tigard provides certain services making the city eligible to receive state shared revenues?

**STAFF RECOMMENDATION / ACTION REQUEST**

Staff recommends approval of the attached resolution.

**KEY FACTS AND INFORMATION SUMMARY**

The city estimated the receipt of the following state shared revenues:

Description	FY 2014-15	FY 2015-16
Cigarette Tax	\$61,375	\$57,254
Liquor Tax	\$699,675	\$731,994
State Gas Tax	\$2,809,993	\$2,880,519

The State of Oregon requires the city to certify its eligibility to receive these revenues by stating that it provides more than four of the services listed in ORS 221.760. The city does provide six of the seven required services and is therefore eligible for receiving the state shared revenues. The services that the city provides includes police services; street construction; maintenance and lighting; sanitary sewer and storm water management; planning, zoning and subdivision control and water utility. Approval of the attached resolution will meet the state of Oregon requirements for certification.

## **OTHER ALTERNATIVES**

Do not accept the revenues from the State of Oregon.

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

Acceptance of these revenues will assist in the funding of the city focus points and strategies.

## **DATES OF PREVIOUS COUNCIL CONSIDERATION**

N/A

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### **Fiscal Impact**

#### **Fiscal Information:**

The revenue total for receiving state-shared revenues in FY 2016 is \$3,669,767. The majority will be in the Gas Tax Fund of \$2,880,519. The remainder is General Fund cigarette and liquor taxes totaling \$789,248.

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### **Attachments**

Resolution

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CITY OF TIGARD, OREGON  
TIGARD CITY COUNCIL  
RESOLUTION NO. 15-

A RESOLUTION CERTIFYING THAT THE CITY OF TIGARD PROVIDES SERVICES QUALIFYING FOR STATE SHARED REVENUES.

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WHEREAS, ORS 221.760 (1) provides as follows:

The officer responsible for disbursing funds to cities under ORS 323.455, 366.785 to 366.820, and 471.805 shall, in the case of a city located within a county having more than 100,000 inhabitants according to the most recent federal decennial census, disburse such funds only if the city provides four or more of the following services:

- (1) Police protection
- (2) Fire protection
- (3) Street construction, maintenance and lighting
- (4) Sanitary sewers
- (5) Storm sewers
- (6) Planning, zoning and subdivision control
- (7) One or more utility services; and

WHEREAS, City Officials recognize the desirability of assisting the state officer responsible for determining the eligibility of cities to receive such funds in accordance with ORS 221.760

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

SECTION 1: The City of Tigard hereby certifies that it provides the following six services enumerated in Section 1, ORS 221.760:

- (1) Police protection
- (2) Street construction, maintenance and lighting
- (3) Sanitary sewers
- (4) Storm sewers
- (5) Planning, zoning and subdivision control
- (6) Water utility

SECTION 2: This resolution is effective immediately upon passage.

PASSED: This \_\_\_\_\_ day of \_\_\_\_\_ 2015.

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Mayor - City of Tigard

ATTEST:

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City Recorder - City of Tigard

**AIS-2205**

**7.**

**Business Meeting**

**Meeting Date:** 06/09/2015  
**Length (in minutes):** 5 Minutes  
**Agenda Title:** Resolution Declaring the City's Election to Receive State Revenue Sharing  
**Prepared For:** Toby LaFrance  
**Submitted By:** Liz Lutz, Financial and Information Services  
**Item Type:** Resolution **Meeting Type:** Council  
Public Hearing - Business  
Informational Meeting -  
Update, Discussion, Direct Main  
Staff  
**Public Hearing** No  
**Newspaper Legal Ad Required?:**  
**Public Hearing Publication**  
**Date in Newspaper:**

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**Information**

**ISSUE**

Should the City of Tigard elect to receive State Revenues as outlined in ORS 221.770, State Revenue Sharing Law?

**STAFF RECOMMENDATION / ACTION REQUEST**

Staff recommends adopting this resolution.

**KEY FACTS AND INFORMATION SUMMARY**

State Revenue Sharing Law, ORS 221.770, allocates a share of state liquor tax to cities on a formula basis. The law requires cities to annually pass an ordinance or resolution to request state revenue sharing money. The law also requires public hearings be held by the city and certification of these hearings is also required. The hearing on State Revenue Sharing was noticed and held as a part of the Budget Committee meeting on May 4, 2015. In order to receive state revenue sharing in FY 2015-2016, the city must levy property taxes in the preceding year, which the city has done. The city estimates the receipt of \$496,047 of state revenue sharing funds in the FY 2015-2016 budget.

**OTHER ALTERNATIVES**

Do not pass resolution.

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

Acceptance of this revenue will assist in the funding of city goals and strategies.

## **DATES OF PREVIOUS CONSIDERATION**

NA

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### **Fiscal Impact**

**Cost:**

NA

**Budgeted (yes or no):**

Yes

**Where Budgeted (department/program):** General Fund

**Additional Fiscal Notes:**

Approval of this resolution would secure \$496,047 of revenue for the General Fund.

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### **Attachments**

State Revenue Sharing Resolution

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CITY OF TIGARD, OREGON  
TIGARD CITY COUNCIL  
RESOLUTION NO. 15-

A RESOLUTION DECLARING THE CITY'S ELECTION TO RECEIVE STATE REVENUE SHARING.

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WHEREAS, State Revenue Sharing Law, ORS 221.770, requires cities to annually pass an ordinance or resolution requesting state revenue sharing money; and

WHEREAS, the law mandates public hearings be held by the city and that certification of these hearings is required; and

WHEREAS, a public hearing was held on May 4, 2015 at Budget Committee to receive State Revenue Sharing; and

WHEREAS, in order to receive state revenue sharing in FY 2015-2016, the city must have levied property taxes the preceding year; and

WHEREAS, the city did levy property taxes in FY 2014-2015.

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

SECTION 1: Pursuant to ORS 221.770, the city hereby elects to receive state revenue sharing for the fiscal year 2015-2016.

SECTION 2: This resolution is effective immediately upon passage.

PASSED: This \_\_\_\_\_ day of \_\_\_\_\_ 2015.

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Mayor - City of Tigard

ATTEST:

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City Recorder - City of Tigard

**AIS-2206**

**8.**

**Business Meeting**

**Meeting Date:** 06/09/2015

**Length (in minutes):** 10 Minutes

**Agenda Title:** Adopt Citywide Master Fees and Charges Schedule Replacing Resolution 04-99 and Resolution No. 14-31 and Subsequent Amendments

**Prepared For:** Toby LaFrance, Financial and Information Services

**Submitted By:** Liz Lutz, Financial and Information Services

**Item Type:** Resolution

**Meeting Type:** Council  
Business  
Meeting -  
Main

**Public Hearing:** No

**Publication Date:**

**Information**

**ISSUE**

As part of the annual budget process, the City Council has the opportunity to adjust fees and charges related to city services.

**STAFF RECOMMENDATION / ACTION REQUEST**

Staff recommends that City Council adopt the attached resolution:

1. A resolution to adopt the Fees and Charges Schedule for FY 2015-2016

**KEY FACTS AND INFORMATION SUMMARY**

Every fiscal year, a revised Master Fees and Charges Schedule is submitted to the City Council for approval along with the citywide operating budget. The attached schedule includes fee updates for most departments as several fees are adjusted annually using applicable indices.

Included in the schedule are phased in fees such as water. These phased in fees have already been approved by City Council and are included in the FY 2016 Approved Budget.

**OTHER ALTERNATIVES**

Alter only those fees that are set by other agencies or are adjusted annually using an already approved formula.

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

The fees and charges help fund council focus strategies including the Strategic Plan and the Lake Oswego-Tigard Water Partnership.

## **DATES OF PREVIOUS COUNCIL CONSIDERATION**

Council reviewed the Master Fees and Charges during the study session on May 12, 2015.

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### **Fiscal Impact**

#### **Fiscal Information:**

A summary of changes are detailed along with a memo.

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### **Attachments**

Resolution

Memo to Council

Summary of Fee Changes

Exhibit A - Master Fees and Charges

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CITY OF TIGARD, OREGON  
TIGARD CITY COUNCIL  
RESOLUTION NO. 15-

A RESOLUTION ADOPTING THE CITYWIDE MASTER FEES AND CHARGES SCHEDULE WHICH REPLACES RESOLUTION NO 04-99 AND RESOLUTION NO 14-31 AND ALL SUBSEQUENT AMENDMENTS TO DATE.

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WHEREAS, the City of Tigard has a Master Fees and Charges Schedule that was adopted during the last budget hearings as Resolution 14-31; and

WHEREAS, Resolution 04-99 increased planning fees and that increase is incorporated in the planning fee; and

WHEREAS, city staff has reviewed fees and services provided; and

WHEREAS, city staff has proposed new fees and changes to certain fees to recover costs or due to previously approved annual adjustment formulas; and

WHEREAS, the city's Master Fees and Charges Schedule includes fees set by other agencies; and

WHEREAS, Tigard Municipal Code (TMC) 3.32.050 requires that the City Council review fees and charges annually.

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

SECTION 1: The fees and charges for the City of Tigard are enumerated and set as shown in the attached schedule (Exhibit A).

SECTION 2: This resolution is effective July 1, 2015.

PASSED: This \_\_\_\_\_ day of \_\_\_\_\_ 2015.

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Mayor - City of Tigard

ATTEST:

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City Recorder - City of Tigard



# City of Tigard Memorandum

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To: City Council Members  
From: Carissa Collins, Sr. Management Analyst  
Re: FY 2016 Master Fees & Charges Schedule  
Date: May 19, 2015

Attached to the FY 2016 Master Fees and Charges Schedule is a two-page summary of all changes to the proposed schedule.

You will find that each fee lists the description of the fee, the page number it is located on in the schedule, the basis for the change, the basis of authority for the change, and whether or not the fee is included in the budget.

Please note the following explanation detailing whether or not the fee is included in the budget:

“Y” – This indicates that the fee is included in the budget, and any changes are usually influenced by an index. This also means that the fee or charge has a measurable effect on revenues and expenditures within the budget.

“N” – This indicates that the fee or charge is not included in the budget. These items typically do not occur very often, and have little measurable effect on revenues.

If you have any questions or concerns, please feel free to contact me at 503-718-2643.

## FY 2016 Proposed Master Fees & Charges Summary of Changes Report

Department	Fee Description	Schedule Page(s)	Basis of Change	Authority	Included in Budget? (Y/N)
Citywide	<u>DVD/CD</u>	3	A fee to recover costs associated with public requests for records.	Dept. Policy	N
	<u>Staff Hourly Rate</u>	3	Clarification that all, or part, of the rate components may be charged.	Dept. Policy	N
Financial & Information Services	<u>Business License (Annual Fee)</u>	4	Fees adjusted to pay for 1.0 FTE Detective in the Commercial Crimes Unit as approved by Budget Committee. Employee categories were revised to make fees more equitable. The 11-50 employee category was broken in to 11-20 & 21-50 categories. Per Budget Committee request, the "51 or more employees" category was split into two new categories: "51-75" and "greater than 75." Annual fees will continue to be adjusted based on the Portland Consumer Price Index beginning in FY 2017.	Ord. 88-13	Y
Library	<u>Library Card Fee (non-residents only)</u>	7	Annual fee for library cards purchased by non-residents who are ineligible for a free card.	WCCLS	N
Police	<u>Late payment of fees/fines (after 60 days)</u>	8	Corrected the title of the fee.	Dept. Policy	N
	<u>Special Event Permit Application Fee</u>	8	New fee that will recover administrative costs related to processing special event applications. As a follow-up to a question raised at the Council Study Session, a <u>resident</u> is defined as anyone who lives within the city or a business owner who has a physical address within the city.	Dept. Policy	N
Community Development	<u>Planning Fees/Charges</u>	18-25	Fees have been adjusted by 2.4% Construction Cost Index. Removed reference to Resolution No. 04-99 that implemented the 14.76% Long Range Planning Surcharge.	Res. 03-59	Y
	<u>Park System Development Charge (SDC)</u>	40-43	Council approved the new methodology and rates for Park SDC's at the business meeting on May 19, 2015. The rates have been modified to include River Terrace development.	Ord. 15-09	Y
	<u>Residential Transportation System Development Charges</u>	45	The residential transportation SDC's were adopted by council on April 28, 2015.	Res. 15-15	Y
	<u>Transportation Development Tax</u>	46-47	This fee is determined by Washington County. TDT rates from July 1, 2009 through September 30, 2014 were discounted. Rates between October 1, 2014 and June 30, 2015 are adjusted with an increase of .962%. This rate is a combination of the cost of road construction, labor, and ROW using a 5-year rolling average.	Washington County	Y

**FY 2016 Proposed Master Fees & Charges Summary of Changes Report**

Department	Fee Description	Schedule Page(s)	Basis of Change	Authority	Included in Budget? (Y/N)
Public Works	<u>Street Maintenance Fee</u>	27	Fee adjusted by 4.33% based on a combination of two indexes, the Engineering News Record Construction Cost Index, and the Oregon Monthly Asphalt Cement Material Price Index.	TMC 15.20	Y
	<u>Streetlight Energy &amp; Maintenance Fee</u>	27	Rates set by PGE Schedule #95 Option "A".	PGE	Y
	<u>Fire Rates (Sprinklers)</u>	32	Fee adjusted by 2.6% based in the Seattle-Construction Cost Index for April 2015.	Dept. Policy	Y
	<u>Fire Service Connection</u>	32	Fee adjusted by 2.6% based in the Seattle-Construction Cost Index for April 2015.	Dept. Policy	Y
	<u>Sanitary Sewer Service Fee (set by Clean Water Service)</u>	24, 33	This fee is was increased by 3% and is calculated by Clean Water Service. The city receives 16.306% of fees that are collected.	Clean Water Services	Y
	<u>Storm and Surface Water Fee (set by Clean Water Service)</u>	36	Service charge is determined by Clean Water Service and will increase by 50 cents. The city receives 75% of fees that are collected.	Clean Water Services	Y
	<u>Solid Waste Collection Rates</u>	34-36	Collection rates for solid waste have been increased by 7% per Tigard Municipal Code	TMC 11.04	Y
	<u>Water System Development Charge</u>	44	Fee adjustment is tied to Seattle Construction Cost Index (CCI) which is 2.6% as of April 2015.	ORS 223.304(8) Res. 10-76	Y

Exhibit A

# City of Tigard, Oregon

Master Fees & Charges Schedule

Fiscal Year 2015 - 2016

Adopted  
June 9, 2015



Department	Revenue Source	Fee or Charge	Effective Date
<b>CITY MANAGEMENT</b>			
	<b><u>Claims Application Fee (TMC 1.21.050 &amp; 1.22; Ord. 08-09)</u></b>	\$1,000.00 /deposit*	6/24/2008
	* Claim fee shall be actual cost incurred by the city to process claim. Any funds remaining from the deposit after the claim has been processed will be refunded to the claimant. Payment of any costs exceeding the amount of the deposit is required prior to issuance of a final decision by the city on the claim.		
<b>ADMINISTRATIVE SERVICES</b>			
	<b><u>Municipal Court Fees</u></b>		
	Civil Compromise	\$150.00	8/28/2008
	Traffic School and Compliance Program Fee		
	Criminal	\$150.00	8/28/2008
	Juvenile non-traffic	\$75.00	8/28/2008
	Traffic School	Equal to the relevant fine provided for the violation in the Violations Bureau Fine Schedule	8/28/2008
	Traffic School Setover	\$20.00	8/28/2008
	License Reinstatement	\$15.00	8/28/2008
	Payment Agreement Administrative Fee	\$15.00	8/28/2008
	Overdue Payment Letter	\$10.00	8/28/2008
	Show Cause Hearings - Court Costs		8/28/2008
	Non-compliance	\$25.00	
	Non-payment - fees paid prior to hearing	No Fee	
	Warrant Fee	\$50.00	8/28/2008
<b>CITY MANAGEMENT</b>			
	<b><u>Public Assembly</u></b>		8/25/1970
	Application Fee		
	Persons Reasonably Anticipated		
	1,000 to 2,499	\$100.00	
	2,500 to 4,999	\$150.00	
	5,000 to 9,999	\$500.00	
	10,000 to 49,999	\$1,000.00	
	50,000 and over	\$1,500.00	
<b>ADMINISTRATIVE SERVICES/RECORDS</b>			
	<b><u>Tigard Municipal Code (TMC) (Titles 1 - 17) or TMC/CDC (Titles 1-18)</u></b>		
	Compact Disk (CD)	\$10.00	7/1/2009

Department	Revenue Source	Fee or Charge	Effective Date
CITYWIDE	<u>Attorney Time</u>	Current attorney billing rate	1999
	<u>2GB Flash Drives</u>	\$11.00 each	7/1/2011
		<del>\$6.00</del>	<del>7/1/2003</del>
	<u>Candidate Nomination Petition Fee</u>	\$50.00	
	<u>DVD/VHS CD</u>	<del>\$12.00</del> <b>\$10.00</b>	<del>7/1/2006</del> <b>2015</b>
	<u>Faxes for Public</u>	\$2.00 /first page \$1.00 /each additional page	7/1/2007
	<u>Microfiche Sheet Copies</u>	\$1.00 /sheet up to 50 sheets plus staff time	7/1/2007
	<u>Microfilm/Microfiche &amp; Photocopies</u>		
	8-1/2 x 11	\$0.25 /page	1999
	11 x 14	\$0.50 /page	1999
	11 x 17	\$1.00 /page	7/1/2005
	17 x 24	\$1.50 /page	7/1/2007
	36 x 36	\$2.50 /page	7/1/2007
	<u>Candidate Nomination Petition Fee</u>	\$50.00	7/1/2008
	<u>Oversized Copies</u>	\$2.50 /page	7/1/2011
	<u>Photographs</u>	Actual Cost	1999
	<u>Recording of Documents</u>	Actual Cost	1999
	<u>Research Fee</u>	Staff hourly rate + Citywide Overhead Fee + Materials	2/7/2002
	<u>Staff Hourly Rate for Miscellaneous Billing and Reimbursement Agreements</u>	Staff hourly rate + benefits + paid time off + administrative time + department overhead + citywide overhead as determined by most recent A-87 Indirect Cost Study <b>Based on the agreement, all, or part, of the components of the A-87 Indirect Cost Study may be used.</b>	<del>7/1/2012</del> <b>7/1/2015</b>

Department	Revenue Source	Fee or Charge	Effective Date
<b>FINANCIAL &amp; INFORMATION SERVICES</b>			
	<u>Assessment Assumption</u>	\$50.00	4/22/1985
	<u>Budget Document</u>		
	Compact Disk (CD)	\$10.00	7/1/2007
	Paper	\$50.00	
	<u>Business License</u>		
	Annual Fee*		
	0-2 employees	<del>\$86.00 /per year</del>	7/1/2014
	3-5 employees	<del>\$115.00 /per year</del>	7/1/2014
	6-10 employees	<del>\$377.00 /per year</del>	7/1/2014
	11-50 employees	<del>\$621.00 /per year</del>	7/1/2014
	51 or more employees	<del>\$844.00 /per year</del>	7/1/2014
	<b>0-2 employees</b>	<b>\$88.00 /per year</b>	<b>7/1/2015</b>
	<b>3-5 employees</b>	<b>\$118.00 /per year</b>	<b>7/1/2015</b>
	<b>6-10 employees</b>	<b>\$415.00 /per year</b>	<b>7/1/2015</b>
	<b>11-20 employees</b>	<b>\$680.00 /per year</b>	<b>7/1/2015</b>
	<b>21-50 employees</b>	<b>\$780.00 /per year</b>	<b>7/1/2015</b>
	<b>51-75 employees</b>	<b>\$850.00 /per year</b>	<b>7/1/2015</b>
	<b>greater than 75 employees</b>	<b>\$1,150.00 /per year</b>	<b>7/1/2015</b>
	<i>* Adjusted annually in conjunction with the Portland Consumer Price Index (CPI)</i>		
	Pro-Rated Fee Schedule		
	Issued January 1 - June 30	See Fee Schedule above	
	Issued July 1 - December 31	1/2 the annual fee	
	Temporary License	\$25.00	1/1/2008
	Duplicate License/Change of Ownership Fee		
	Change in ownership or name only	\$10.00	1/1/2008
	Copy/replacement of license	\$10.00	1/1/2008
	Delinquency Charge		
	percent (10%) of the original business license fee due and payable shall be added for each calendar month or fraction thereof that the fee remains unpaid. The total amount of the delinquency penalty for any business license year shall not exceed one hundred percent (100%) of the business license fee due and payable for such year.		

Department	Revenue Source	Fee or Charge	Effective Date
	<b><u>Comprehensive Annual Financial Report</u></b>	\$0.00	2/7/2002
	<b><u>Franchise Fee/Right of Way Usage Fee (See TMC 15.06)</u></b>		
	Electricity (Owns facility in ROW and provides service to customers within Tigard)	5% of gross revenue or \$4,000 whichever is greater	1/9/2015
	Electricity (Owns facility in ROW and provides <b>no</b> service to customers within Tigard)	\$2.90/linear foot of installation in right-of-way or \$4,000, whichever is greater	1/9/2015
	Electricity (Using a non-owned facility in ROW and provides service to customers within Tigard)	5% of gross revenue	1/9/2015
	Natural Gas (Owns facility in ROW and provides service to customers within Tigard)	5% of gross revenue or \$4,000 whichever is greater	1/9/2015
	Natural Gas (Owns facility in ROW and provides <b>no</b> service to customers within Tigard)	\$2.90/linear foot of installation in right-of-way or \$4,000, whichever is greater	1/9/2015
	Natural Gas (Using a non-owned facility in ROW and provides service to customers within Tigard)	5% of gross revenue	1/9/2015
	Telecom * (Owns facility in ROW and provides service to customers within Tigard)	5% of gross revenue or \$4,000 whichever is greater	1/9/2015
	Telecom * (Provides <b>no</b> service to customers within Tigard)	\$2.90/linear foot of installation in right-of-way or \$4,000, whichever is greater	1/9/2015
	Telecom * (Using a non-owned facility in ROW and provides service to customers within Tigard)	5% of gross revenue	1/9/2015
	<i>*(Includes telecommunication utilities, long distance providers, private networks and competitive access providers)</i>		
	Utility Franchise Application Fee	\$2,000.00	8/8/2006
	Solid Waste Disposal (See TMC 11.04)	5% of gross revenue	7/1/2013
	Cable TV (See TMC 5.12) <i>Application filed with MACC (email <a href="mailto:macc@maccor.org">macc@maccor.org</a>)</i>	5% of gross revenue	1/26/1999
	<b><u>Lien Search Fee</u></b>	\$35.00	2/1/2004

Department	Revenue Source	Fee or Charge	Effective Date
	<b><u>Overhead Fee</u></b>		
	Added to charges for property damage/repair	10% of total charge	
	<b><u>Passport Execution Fee</u></b>	\$25.00	2/1/2008
	<b><u>Passport Photographs Fee</u></b>	\$10.00	4/1/2007
	<b><u>Returned Check Fee</u></b>	\$20.00	10/9/2001
	<b><u>Sewer Reimbursement District Loans</u></b>		
	Interest Rate	Applicable Federal Rate (AFR), Table , Long-term, semiannual for the month the loan is approved	
	<b><u>System Development Charge Financing (other than Sewer Reimbursement District Loans)</u></b>		
	Application Fee	\$25.00	
	Interest Rate	Prime rate as published in the Wall Street Journal as of the date of the application plus 4%	

Department	Revenue Source	Fee or Charge	Authority	Effective Date
LIBRARY	<u>Collection Agency Fee</u>	\$10.00	WCCLS	7/1/2007
	<u>Disk or CD (Blank)</u>	\$1.00	Dept. Policy	2/7/2002
	<u>Flash Drive</u>	\$5.00 each	Dept. Policy	7/1/2013
	<u>Library Card Fee (non-residents only)</u>	<del>\$105.00</del> \$110.00 per year	WCCLS	7/1/ <del>2014</del> 2015
	<u>Lost Items</u>	Replacement cost + \$5.00 processing fee	WCCLS	7/1/2003
	<u>Overdue Cultural Passes</u>	\$10.00 per day	WCCLS	7/1/2013
	<u>Overdue Items</u>		WCCLS	
	Daily Charge (All Items except DVDs & Blu-Rays)	\$0.15 /item		7/1/2003
	Daily Charge (DVDs & Blu-Rays)	\$1.00 /item		7/1/2005
	Maximum Charge	\$5.00 /item		7/1/2005
	E-Readers	\$1.00 per day up to a maximum of \$5.00	Dept. Policy	7/1/2014
	<u>Public Copier and Printer Charges</u>			
		\$0.10 /page for black & white	Dept. Policy	2001
		\$0.50 / page for color		7/1/2011
	<u>Replacement Library Card Fee</u>	\$1.00		7/1/2007

Department	Revenue Source	Fee or Charge	Effective Date
POLICE	<b><u>Alarm Permit Fee (Residential &amp; Commercial)</u></b> <i>(Government agencies, disabled residents or over the age of 60 are exempt)</i>	\$25.00	7/1/2009
	Failure to Obtain or Renew Security Alarm Permit Fee <b>Late payment of fees/fines (after 60 days)</b>	\$100.00	7/1/2013
	Failure to Obtain Permit within 60 Days of Alarm Installation	\$100.00	7/1/2013
	Reinstatement Fee, Once Revoked (After 90 days past due)	\$100.00	7/1/2014
	Non-permitted or Revoked Alarm Permit	\$500.00	7/1/2013
	<b><u>Distracted Driving Diversion Program</u></b>	\$25.00	7/1/2014
	<b><u>False Alarm Fines</u></b>		
	1st false alarm	No Charge	No Charge
	2nd false alarm	No Charge	No Charge
	3rd false alarm	\$100.00	7/1/2013
	4th false alarm	\$150.00	7/1/2013
	5th false alarm	\$200.00	7/1/2013
	6 or more false alarms	\$250.00	7/1/2013
	<b><u>Fingerprint Card</u></b>	\$15.00 per card	7/1/2012
	<b><u>Good Conduct Background/Letter</u></b>	\$10.00	7/1/2012
	<b><u>Law Enforcement Officers Safety Act Qualification Fee</u></b>	\$25.00	7/1/2006
	<b><u>Liquor License</u></b>	\$25.00	7/10/2001
	<b><u>Police Services Fees</u></b>		
	DVD/Audio/VHS Evidence Copies	\$20.00	7/1/2012
	Police Documents/Reports	\$10.00 /for the first 15 pages and \$0.30 /page thereafter	7/1/2008
	Police Digital Photo CD Copies	\$10.00 /CD	7/1/2005
	Police Photograph Copies	\$10.00 /roll	7/1/2003
	<b><u>Property Forfeiture for Criminal Activity</u></b>	Varies	5/25/1999
	<b><u>Second Hand Dealers and Transient Merchant License</u></b>		
	Occasional	\$40.00	7/1/2010
	Full-Time	\$100.00	7/1/2010
	Reporting Forms	\$0.80 each	7/1/2010
	<b><u>Special Event Permit Application Fee</u></b>		
	<b>For-Profit Fee (Resident)</b>	<b>\$150.00</b>	<b>7/1/2015</b>
	<b>For-Profit Fee (Non-Resident)</b>	<b>\$200.00</b>	<b>7/1/2015</b>
	<b>Non-Profit Fee (Resident)</b>	<b>\$75.00</b>	<b>7/1/2015</b>
	<b>Non-Profit Fee (Non-Resident)</b>	<b>\$125.00</b>	<b>7/1/2015</b>
	<b><u>Social Gaming License</u></b>		
	Annual fee due January 1st	\$100.00	1/1/2014
	If a business applies on or after July 1st	\$50.00	7/1/2014
	<b><u>Vehicle Release Fee</u></b>	\$125.00	7/1/2013

Department	Revenue Source	Fee or Charge	Authority	Effective Date
<b>COMMUNITY DEVELOPMENT - BUILDING</b>				
	<b><u>Building Permit Fees</u></b>			
	<b>(New Commercial)</b>			10/1/2009
	<u>Total Valuation:</u>			
	\$0.00 to \$500.00	\$51.09 /minimum		
	\$500.01 to \$2,000.00	\$51.09 /for the first \$500 and \$2.69 /for each additional \$100 or fraction thereof.		
	\$2,000.01 to \$25,000.00	\$91.44 /for the first \$2,000 and \$10.76 /for each additional \$1,000 or fraction thereof		
	\$25,000.01 to \$50,000.00	\$338.92 /for the first \$25,000 and \$8.06 /for each additional \$1,000 or fraction thereof		
	\$50,000.01 to \$100,000.00	\$540.42 /for the first \$50,000 and \$5.38 /for each additional \$1,000 or fraction thereof		
	\$100,000.01 and over	\$809.42 /for the first \$100,000 and \$4.49 /for each additional \$1,000 or fraction thereof		
	<b>(New Single Family &amp; Multi-Family)</b>			10/1/2009
	<u>Total Valuation:</u>			
	\$0.00 to \$2,000.00	\$66.25 /minimum		
	\$2,000.01 to \$25,000.00	\$66.25 /for the first \$2,000 and \$11.48 /for each additional \$1,000 or fraction thereof		
	\$25,000.01 to \$50,000.00	\$330.29 /for the first \$25,000 and \$8.75 /for each additional \$1,000 or fraction thereof		
	\$50,000.01 to \$100,000.00	\$549.04 /for the first \$50,000 and \$6.25 /for each additional \$1,000 or fraction thereof		
	\$100,000.01 to \$250,000.00	\$861.54 /for the first \$100,000 and \$4.46 /for each additional \$1,000 or fraction thereof		
	\$250,000.01 to \$500,000.00	\$1,530.54 /for the first \$250,000 and \$4.42 /for each additional \$1,000 or fraction thereof		
	\$500,000.01 to \$1,000,000.00	\$2,635.54 /for the first \$500,000 and \$4.10 /for each additional \$1,000 or fraction thereof		

Department	Revenue Source	Fee or Charge	Authority	Effective Date
	\$1,000,000.01 to \$2,000,000.00	\$4,685.54 /for the first \$1,000,000 and \$3.33 /for each additional \$1,000 or fraction thereof		
	\$2,000,000.01 and over	\$8,015.54 /for the first \$2,000,000 and \$3.18 /for each additional \$1,000 or fraction thereof		
	<b>(Additions, Alterations, and Demolitions for Single Family, Multi-Family, Commercial, &amp; Industrial)</b>			10/1/2009
	<u>Total Valuation:</u>			
	\$0.00 to \$500.00	\$53.27 /minimum		
	\$500.01 to \$2,000.00	\$53.27 /for the first \$500 and \$3.39 /for each additional \$100 or fraction thereof		
	\$2,000.01 to \$25,000.00	\$104.12 /for the first \$2,000 and \$15.21 /for each additional \$1,000 or fraction thereof		
	\$25,000.01 to \$50,000.00	\$453.95 /for the first \$25,000 and \$11.02 /for each additional \$1,000 or fraction thereof		
	\$50,000.01 to \$100,000.00	\$729.45 /for the first \$50,000 and \$7.53 /for each additional \$1,000 or fraction thereof		
	\$100,000.01 to \$500,000.00	\$1,105.95 /for the first \$100,000 and \$6.04 /for each additional \$1,000 or fraction thereof		
	\$500,000.01 to \$1,000,000.00	\$3,521.95 /for the first \$500,000 and \$5.09 /for each additional \$1,000 or fraction thereof		
	\$1,000,000.01 and over	\$6,066.95 /for the first \$1,000,000 and \$3.39 /for each additional \$1,000 or fraction thereof		
	<b><u>Building Plan Review Fee</u></b>	65% of base building permit fee		9/26/2000
	<b><u>Deferred Submittals</u></b>	\$200.00 minimum fee plus 65% of building permit fee based on valuation of the particular portion or portions of the project.		9/24/2002
	Plan Review			
	<b><u>Phased Permitting</u></b>	\$200.00 plus 10% of building permit fee based on total project valuation not to exceed \$1,500 for each phase		9/24/2002
	Plan Review			

Department	Revenue Source	Fee or Charge	Authority	Effective Date
	<b><u>Photovoltaic Solar Panel System</u></b>	\$180.00 (includes plan review and administrative fees) plus 12% state surcharge of permit fee		1/1/2011
	<b><u>Electrical Fees</u></b>			10/1/2009
	New residential, single or multi-family per dwelling unit; service included:			
	1000 square feet or less	\$168.54		
	Each additional 500 square feet or portion thereof	\$33.92		
	Limited energy, residential or multi-family (with above sq ft)	\$75.00		
	Each manufactured home or modular dwelling service or feeder	\$67.84		
	Services or feeders; installation, alterations or relocation:			
	200 amps or less	\$100.70		
	201 amps to 400 amps	\$133.56		
	401 amps to 600 amps	\$200.34		
	601 amps to 1000 amps	\$301.04		
	Over 1000 amps or volts	\$552.26		
	Reconnect only	\$67.84		
	Temporary services or feeders; installation, alteration or relocation:			
	200 amps or less	\$59.36		
	201 amps to 400 amps	\$125.08		
	401 amps to 600 amps	\$168.54		
	Branch circuits; new, alteration or extension per panel:			
	With purchase of service or feeder - each branch circuit	\$7.42		
	Without purchase of service or feeder			
	First Branch Circuit	\$56.18		
	Each addit. Branch circuit	\$7.42		
	Miscellaneous (service or feeder not included):			
	Each pump or irrigation circuit	\$67.84		
	Each sign or outline lighting	\$67.84		
	Signal circuit(s) or a limited energy panel, alteration or extension	\$75.00		
	Each additional inspection over the allowable in any of the above			
	Per Inspection	\$66.25 /hour (min 1 hour)		
	Per Hour	\$66.25 /hour (min 1 hour)		
	Industrial Plant Inspection	\$78.18 /hour (min 1 hour)		

Department	Revenue Source	Fee or Charge	Authority	Effective Date
	Renewable Energy Electrical Fees:			
	5 kva or less	\$100.70		7/1/2012
	5.01 to 15 kva	\$133.56		7/1/2012
	15.01 to 25 kva	\$200.34		7/1/2012
	Wind generation systems in excess of 25 kva:			
	25.01 to 50 kva	\$301.04		7/1/2012
	50.01 to 100 kva	\$552.26		7/1/2012
	>100 kva the permit fee shall be calculated in accordance with OAR 918-309-0040.			
	Solar generation systems in excess of 25 kva:			
	Each additional kva over 25	\$7.42		7/1/2012
	>100 kva no additional charge			
	Each additional inspection over allowable in any of the above:			
	Each additional inspection will be charged at an hourly rate (1 hr minimum)	\$66.25/hr		7/1/2012
	Misc. fees at an hourly rate (1 hr minimum)	\$90.00/hr		7/1/2012
	Electrical permit plan review fee	25% of the electrical permit fee		
	<b><u>Fire Protection Systems</u></b>			10/1/2009
	<b>(Commercial Fire Suppression - Sprinkler, Alarm and Type I-Hood systems based on project valuation)</b>			
	<u>Total Valuation:</u>			
	\$0.00 to \$500.00	\$51.09 /minimum		
	\$500.01 to \$2,000.00	\$51.09 /for the first \$500 and \$2.69 /for each additional \$100 or fraction thereof		
	\$2,000.01 to \$25,000.00	\$91.44 /for the first \$2,000 and \$10.76 /for each additional \$1,000 or fraction thereof		
	\$25,000.01 to \$50,000.00	\$338.92 /for the first \$25,000 and \$8.06 /for each additional \$1,000 or fraction thereof		
	\$50,000.01 to \$100,000.00	\$509.42 /for the first \$50,000 and \$5.38 /for each additional \$1,000 or fraction thereof		
	\$100,000.01 and over	\$809.42 /for the first \$100,000 and \$4.49 /for each additional \$1,000 or fraction thereof		

Department	Revenue Source	Fee or Charge	Authority	Effective Date
	<b><u>Fire Life Safety Plan Review (Commercial Only)</u></b>	40% of base building permit fee		9/26/2000
	<b><u>Fire Protection Systems (Residential Fire Suppression)</u></b>			10/1/2009
	Stand Alone System			
	<u>Square Footage:</u>			
	1 to 2,000	\$198.75		
	2,001 to 3,600	\$246.45		
	3601 to 7,200	\$310.05		
	7,201 and over	\$404.39		
	Multipurpose or Continuous Loop System			
	<u>Square Footage:</u>			
	0 to 2,000	\$121.90		
	2,001 to 3,600	\$169.60		
	3,601 to 7,200	\$233.20		
	7,201 and over	\$327.54		
	<b><u>Manufactured Dwelling Installation</u></b>	\$305.50		9/24/2002
	<b><u>Manufactured Dwelling and Mobile Home</u></b>	Per OAR		9/24/2002
	<b><u>Parks, Recreation Camps, and Organizational Camps</u></b>			
	<b><u>Mechanical Fees</u></b>			10/1/2009
	<b>(1 &amp; 2 Family Dwellings for New, Additions, or Alterations)</b>			
	Heating/Cooling:			
	Air conditioning	\$46.75		
	Furnace 100,000 BTU (ducts/vents)	\$46.75		
	Furnace 100,000+ BTU (ducts/vents)	\$54.91		
	Heat pump	\$61.06		
	Duct work	\$23.32		
	Hydronic hot water system	\$23.32		
	Residential boiler (radiator or hydronic)	\$23.32		
	Unit heaters (fuel-type, not electric), in-wall, in duct, suspended, etc.	\$46.75		
	Flue/vent for any of above	\$23.32		
	Other	\$23.32		

Department	Revenue Source	Fee or Charge	Authority	Effective Date
	Other fuel appliances:			
	Water heater	\$23.32		
	Gas fireplace	\$33.39		
	Flue/vent for water heater or gas fireplace	\$23.32		
	Log lighter (gas)	\$23.32		
	Wood/pellet stove	\$33.39		
	Wood fireplace/insert	\$23.32		
	Chimney/liner/flue/vent	\$23.32		
	Other	\$23.32		
	Environmental exhaust and ventilation:			
	Range hood/other kitchen equipment	\$33.39		
	Clothes dryer exhaust	\$33.39		
	Single-duct exhaust (bathrooms, toilet compartments, utility rooms)	\$23.32		
	Attic/crawlspace fans	\$23.32		
	Other	\$23.32		
	Fuel piping:			
	First four	\$14.15		
	Each additional	\$4.03		
	Minimum permit fee	\$90.00		
	Mechanical plan review fee	25% of Permit Fee		
	<b><u>Mechanical Permit Fees</u></b>			10/1/2009
	<b>(Commercial and Multi-family)</b>			
	<u>Total Valuation:</u>			
	\$0.00 to \$500.00	\$69.06 /minimum		
	\$500.01 to \$5,000.00	\$69.06 /for the first \$500 and \$3.07 /for each additional \$100 or fraction thereof		
	\$5,000.01 to \$10,000.00	\$207.21 /for the first \$5,000 and \$2.81 /for each additional \$100 or fraction thereof		
	\$10,000.01 to \$50,000.00	\$347.71 /for the first \$10,000 and \$2.54 /for each additional \$100 or fraction thereof		
	\$50,000.01 to \$100,000.00	\$1,363.71 /for the first \$50,000 and \$2.49 /for each additional \$100 or fraction thereof		
	\$100,000.01 and over	\$2,608.71 /for the first \$100,000 and \$2.92 /for each additional \$100 or fraction thereof		
	Plan Review	25% of permit fee		9/24/2002

Department	Revenue Source	Fee or Charge	Authority	Effective Date
	<b><u>Plumbing Fees</u></b>			10/1/2009
	<b>(Commercial, Industrial, Residential, &amp; Multi-Family)</b>			
	<b>New One &amp; Two Family Dwellings</b>			
	1 bath	\$312.70		
	2 bath	\$437.78		
	3 bath	\$500.32		
	Each additional bath/kitchen fixture	\$25.02		
	<b>Site Utilities</b>			
	Catch basin or area drain	\$18.76		
	Drywell, leach line, or trench drain	\$18.76		
	Footing drain, first 100'	\$50.03		
	Each additional 100' or part thereof (footing drain)	\$37.52		
	Manufactured home utilities	\$50.03		
	Manholes	\$18.76		
	Rain drain connector	\$18.76		
	Sanitary sewer, first 100'	\$62.54		
	Storm sewer, first 100'	\$62.54		
	Water service, first 100'	\$62.54		
	Each additional 100' or part thereof (sanitary, storm, water service)	\$37.52		
	<b>Fixture or Item</b>			
	Backflow preventer	\$31.27		
	Backwater valve	\$12.51		
	Clothes washer	\$25.02		
	Dishwasher	\$25.02		
	Drinking fountain	\$25.02		
	Ejectors/sump	\$25.02		
	Expansion tank	\$12.51		
	Fixture/sewer cap	\$25.02		
	Floor drain/floor sink/hub	\$25.02		
	Garbage disposal	\$25.02		
	Hose bib	\$25.02		
	Ice maker	\$12.51		
	Interceptor/grease trap	\$25.02		
	Medical gas (value: \$ )	<i>see table</i>		
	Primer	\$12.51		
	Roof drain (commercial)	\$12.51		
	Sink/basin/lavatory	\$25.02		
	Solar units (potable water)	\$62.54		
	Tub/shower/shower pan	\$12.51		

Department	Revenue Source	Fee or Charge	Authority	Effective Date
	Urinal	\$25.02		
	Water closet	\$25.02		
	Water heater	\$37.52		
	Water Piping/DWV	\$56.29		
	Other:	\$25.02		
	<b>Minimum permit fee</b>	\$72.50		
	<b>Plumbing plan review</b>	25% of permit fee		
	<b>Medical Gas Systems</b>			9/24/2002
	<u>Total Valuation:</u>			
	\$1.00 to \$5,000.00	\$72.50 /minimum		
	\$5,000.01 to \$10,000.00	\$72.50 /for the first \$5,000 and \$1.52 /for each additional \$100 or fraction thereof, to and including \$10,000.		
	\$10,000.01 to \$25,000.00	\$148.50 /for the first \$10,000 and \$1.54 /for each additional \$100 or fraction thereof, to and including \$25,000.		
	\$25,000.01 to \$50,000.00	\$379.50 /for the first \$25,000 and \$1.45 /for each additional \$100 or fraction thereof, to and including \$50,000.		
	\$50,000.01 and over	\$742.00 /for the first \$50,000 and \$1.20 /for each additional \$100 or fraction thereof.		
	<b><u>Restricted Energy</u></b>			6/27/2000
	Residential Energy Use, for all systems combined	\$75.00		
	Commercial Energy Use, for each system	\$75.00		
	<b><u>Sanitary Sewer Inspection Fee</u></b>			6/6/2000
	Residential	\$35.00		
	Commercial	\$45.00		
	Industrial	\$75.00		
	<b><u>Site Work/Grading Permit Fees</u></b>			10/1/2009
	<i>Based on project valuation - See Building Permit Fees (New Commerical).</i>			

Department	Revenue Source	Fee or Charge	Authority	Effective Date
	<b><u>Miscellaneous Fees</u></b>			
	Administrative fee to change issued permits, including but not limited to:			
	Address change (minimum charge - one-half hour)	\$90.00 per hour	Dept. Policy	7/1/2014
	Contractor change (minimum charge - one-half hour)	\$90.00 per hour	Dept. Policy	7/1/2014
	Process and handling fee to mail permits with plans	\$5.00	Dept. Policy	7/1/2014
	Fee paid inspections for residential structures pursuant to Title 14, Chapter 16			6/27/2000
	Single & Two Family Dwellings	\$100.00		
	Apartment Houses & Social Care Facilities	\$160.00 /plus \$7 for each dwelling unit in excess of 3		
	Hotels	\$160.00 /plus \$5 for each dwelling unit in excess of 5		
	<b><u>Information Processing &amp; Archiving (IPA) Fee</u></b>			
		\$2.00 /sheet larger than 11" X 17"		7/1/2010
		\$0.50 /sheet 11" X 17" and smaller		
	<b><u>Investigation Fee</u></b>			
	(minimum charge: one-half hour)	\$90.00 per hour (average cost)		1/1/2014
	<b><u>Phased Occupancy</u></b>			
		\$200.00		6/27/2000
	<b><u>Permit or Plan Review Extension</u></b>			
		\$90.00		
	<b><u>Temporary Occupancy</u></b>			
		\$90.00		
	<b><u>Other Inspections &amp; Fees:</u></b>			
	1. Inspections outside of normal business hours (minimum charge - 2 hours)	\$90.00 per hour		10/1/2009
	2. Reinspection fees	\$90.00 per hour		10/1/2009
	3. Inspections for which no fee is specifically indicated (minimum charge: one-half hour)	\$90.00 per hour		10/1/2009
	4. Additional plan review required by changes, additions or revisions to plans (minimum charge: one-half hour)	\$90.00 per hour		10/1/2009

*\*\*A 12% surcharge fee as mandated by the State Building Codes Division is applied to all permit fees, investigation fees and inspection fees listed above.*

Department	Revenue Source	Fee or Charge	Authority	Effective Date
<b>COMMUNITY DEVELOPMENT - DEVELOPMENT SERVICES PLANNING</b>				
	<u>Accessory Residential Units</u>	<del>\$343.00</del>	\$ 403.00	7/1/ <del>2014</del> 2015
	<u>Annexation</u>	<del>\$3,217.00</del>	\$ 3,780.00	7/1/ <del>2014</del> 2015
	<u>Appeal</u>			
	Director's Decision (Type II) to Hearings Officer	<del>\$292.00</del>	\$ 343.00	7/1/ <del>2014</del> 2015
	Expedited Review (Deposit)	<del>\$351.00</del>	\$ 412.00	7/1/ <del>2014</del> 2015
	Hearings Referee	<del>\$585.00</del>	\$ 687.00	7/1/ <del>2014</del> 2015
	Planning Commission/Hearing's Officer to City Council	<del>\$3,234.00</del>	\$ 3,801.00	7/1/ <del>2014</del> 2015
	<u>Approval Extension</u>	<del>\$343.00</del>	\$ 403.00	7/1/ <del>2014</del> 2015
	<u>Colocation (of Wireless Communication Facilities)</u>	\$52.00		TMC 18.798 7/1/2013
	<u>Conditional Use</u>			
	Initial	<del>\$6,404.00</del>	\$ 7,526.00	7/1/ <del>2014</del> 2015
	Major Modification	<del>\$6,404.00</del>	\$ 7,526.00	7/1/ <del>2014</del> 2015
	Minor Modification	<del>\$701.00</del>	\$ 824.00	7/1/ <del>2014</del> 2015
	<u>Design Evaluation Team (DET)</u>			
	<u>Recommendation (deposit)</u>	<del>\$1,788.00</del>	\$ 2,101.00	7/1/ <del>2014</del> 2015
	<u>Development Code Provision Review</u>			
	Single-Family Building Plan	<del>\$86.00</del>	\$ 101.00	7/1/ <del>2014</del> 2015
	New/Additions/Accessory ( including, but not limited to, garages, carports, porches, patios, decks, storage sheds, awnings, steps and ramps)			
	Commercial/Industrial/Institution - New	<del>\$343.00</del>	\$ 403.00	7/1/ <del>2014</del> 2015
	Commercial/Industrial/Institution- Tenant Improvements in Existing Development			
	Project Valuation up to \$4,999	\$0.00		
	Project Valuation \$5,000 - \$74,999	<del>\$86.00</del>	\$ 101.00	7/1/ <del>2014</del> 2015
	Project Valuation \$75,000 - \$149,999	<del>\$215.00</del>	\$ 252.00	7/1/ <del>2014</del> 2015
	Project Valuation \$150,000 and more	<del>\$343.00</del>	\$ 403.00	7/1/ <del>2014</del> 2015

Department	Revenue Source	Fee or Charge	Authority	Effective Date
	<b><u>Downtown Review</u></b>			
	Downtown Review Compliance Letter	\$701.00	\$ 824.00	7/1/ <del>2014</del> 2015
	Downtown Design Administrative Review			
	Under \$1,000,000.00	\$1,639.00	\$ 1,926.00 + 0.004 x project valuation	7/1/ <del>2014</del> 2015
	\$1,000,000.00 and over (max fee \$25,000.00)	\$6,318.00	\$ 7,425.00 + 0.002 x project valuation	7/1/ <del>2014</del> 2015
	Downtown Design Review - Design Review Board	\$3,325.00	\$ 3,908.00 + applicable Type II fee	7/1/ <del>2014</del> 2015
	<b><u>Hearing Postponement</u></b>	\$390.00	\$ 458.00	7/1/ <del>2014</del> 2015
	<b><u>Historic Overlay/Review District</u></b>			
	Historic Overlay Designation	\$5,007.00	\$ 5,884.00	7/1/ <del>2014</del> 2015
	Removal Historic Overlay Designation	\$5,007.00	\$ 5,884.00	7/1/ <del>2014</del> 2015
	Exterior Alteration in Historic Overlay District	\$751.00	\$ 883.00	7/1/ <del>2014</del> 2015
	New Construction in Historic Overlay District	\$751.00	\$ 883.00	7/1/ <del>2014</del> 2015
	Demolition in Historic Overlay District	\$751.00	\$ 883.00	7/1/ <del>2014</del> 2015
	<b><u>Home Occupation Permit</u></b>			
	Type I	\$118.00	\$ 139.00	7/1/ <del>2014</del> 2015
	Type II	\$701.00	\$ 824.00	7/1/ <del>2014</del> 2015
	<b><u>Interpretation of the Community Development Code</u></b>			
	Director's Interpretation	\$701.00	\$ 824.00	7/1/ <del>2014</del> 2015
	Appeal to City Council	\$3,234.00	\$ 3,801.00	7/1/ <del>2014</del> 2015
	<b><u>Land Partition</u></b>			
	Residential and Non-Residential (3 Lots)	\$4,634.00	\$ 5,445.00	7/1/ <del>2014</del> 2015
	Residential and Non-Residential (2 Lots)	\$3,854.00	\$ 4,528.00	7/1/ <del>2014</del> 2015
	Expedited	\$5,407.00	\$ 6,354.00	7/1/ <del>2014</del> 2015
	Final Plat	\$1,076.00	\$ 1,265.00	7/1/ <del>2014</del> 2015
	<b><u>Lot Line Adjustment</u></b>	\$701.00	\$ 824.00	7/1/ <del>2014</del> 2015
	<b><u>Minor Modification to an Approved Plan</u></b>	\$701.00	\$ 824.00	7/1/ <del>2014</del> 2015
	<b><u>Non-Conforming Use Confirmation</u></b>	\$701.00	\$ 824.00	7/1/ <del>2014</del> 2015
	<b><u>Planned Development</u></b>			
	Conceptual Plan Review	\$9,068.00	\$ 10,657.00	7/1/ <del>2014</del> 2015
	Detailed Plan Review (Concurrent Hearing)	Applicable SDR Fee or Subdivision Fee +	<del>\$439.00</del> \$516.00	7/1/ <del>2014</del> 2015
	Detailed Plan Review (Separate Hearing)	Applicable SDR Fee or Subdivision Fee +	<del>\$2,706.00</del> \$3,180.00	7/1/ <del>2014</del> 2015

Department	Revenue Source	Fee or Charge	Authority	Effective Date
	<b><u>Pre-Application Conference</u></b>	<del>\$701.00</del>	\$ 824.00	7/1/ <del>2014</del> 2015
	<b><u>Sensitive Lands Review</u></b>			
	With Excessive Slopes/Within Drainage Ways/ Within 100-Year Floodplain (Type I)	<del>\$701.00</del>	\$ 824.00	7/1/ <del>2014</del> 2015
	With Excessive Slopes/Within Drainage Ways/ Within Wetlands (Type II)	<del>\$3,076.00</del>	\$ 3,615.00	7/1/ <del>2014</del> 2015
	With Excessive Slopes/Within Drainage Ways/ Within Wetlands/Within the 100-Year Floodplain (Type III)	<del>\$3,323.00</del>	\$ 3,905.00	7/1/ <del>2014</del> 2015
	<b><u>Sign Permit</u></b>			
	Existing and Modification to an Existing Sign (No Size Differential)	<del>\$192.00</del>	\$ 226.00	7/1/ <del>2014</del> 2015
	Temporary Sign (Per Sign)	<del>\$61.00</del>	\$ 72.00	7/1/ <del>2014</del> 2015
	<b><u>Site Development Review &amp; Major Modification</u></b>			
	Under \$1,000,000.00	<del>\$5,434.00</del>	\$ 6,385.00	7/1/ <del>2014</del> 2015
	\$1,000,000.00/Over	<del>\$7,059.00</del> (+\$6.00/per each \$10,000.00 over \$1,000,000.00)	\$ 8,295.00	7/1/ <del>2014</del> 2015
	Minor Modification	<del>\$701.00</del>	\$ 824.00	7/1/ <del>2014</del> 2015

Department	Revenue Source	Fee or Charge	Authority	Effective Date
	<u>Subdivision</u>			
	Preliminary Plat without Planned Development	<del>\$6,273</del> / +\$93.00 per lot	\$ 7,372.00	7/1/ <del>2014</del> 2015
	Preliminary Plat with Planned Development	<del>\$8,682.00</del>	\$ 10,202.00	7/1/ <del>2014</del> 2015
	Expedited Preliminary Plat without Planned Development	<del>\$7,191.00</del>	\$ 8,451.00	7/1/ <del>2014</del> 2015
	Expedited Preliminary Plat with Planned Development	<del>\$7,192.00</del>	\$ 8,452.00	7/1/ <del>2014</del> 2015
	Final Plat	<del>\$2,169.00</del>	\$ 2,549.00	7/1/ <del>2014</del> 2015
	Plat Name Change	<del>\$392.00</del>	\$ 460.00	7/1/ <del>2014</del> 2015
	<u>Temporary Use</u>			
	Director's Decision	<del>\$343.00</del>	\$ 403.00	7/1/ <del>2014</del> 2015
	Special Exemption/Non-Profit	\$0.00		
	Special Mixed Use-Central Business District Zone Rate			
	1st Temporary Use in a Calendar Year	<del>\$343.00</del>	\$ 403.00	7/1/ <del>2014</del> 2015
	2nd Through 5th Temporary Use With Substantially the Same Site Plan Within A Calendar Year	<del>\$61.00</del>	\$ 72.00	7/1/ <del>2014</del> 2015
	<u>Urban Forestry</u>			
	Type I Modification to the Urban Forestry Plan Component of an Approved Land Use Permit	<del>\$675.00</del>	\$ 793.00	7/1/ <del>2014</del> 2015
	Type III Discretionary Urban Forestry Plan Review Permit with concurrent Type III review	<del>\$422.00</del>	\$ 496.00	7/1/ <del>2014</del> 2015
	Type III Discretionary Urban Forestry Plan Review Permit without concurrent Type III review	<del>\$2,602.00</del>	\$ 3,057.00	7/1/ <del>2014</del> 2015

Department	Revenue Source	Fee or Charge	Authority	Effective Date
	<b><u>Variance/Adjustment</u></b>			
	Administrative Variance	\$751.00	\$ 883.00	7/1/ <del>2014</del> 2015
	Development Adjustment	\$343.00	\$ 403.00	7/1/ <del>2014</del> 2015
	Special Adjustments			
	Adjustment to a Subdivision	\$343.00	\$ 403.00	7/1/ <del>2014</del> 2015
	Reduction of Minimum			
	Residential Density	\$343.00	\$ 403.00	7/1/ <del>2014</del> 2015
	Access/Egress Standards			
	Adjustment	\$751.00	\$ 883.00	7/1/ <del>2014</del> 2015
	Parking Adjustments			
	Reduction in Minimum or Increase			
	In Maximum Parking Ratio	\$751.00	\$ 883.00	7/1/ <del>2014</del> 2015
	Reduction in New or Existing			
	Development/Transit Imprvmnt	\$751.00	\$ 883.00	7/1/ <del>2014</del> 2015
	Reduction in Bicycle Parking	\$751.00	\$ 883.00	7/1/ <del>2014</del> 2015
	Alternative Parking Garage			
	Layout	\$751.00	\$ 883.00	7/1/ <del>2014</del> 2015
	Reduction in Stacking Lane			
	Length	\$343.00	\$ 403.00	7/1/ <del>2014</del> 2015
	Sign Code Adjustment	\$751.00	\$ 883.00	7/1/ <del>2014</del> 2015
	Street Improvement Adjustment	\$751.00	\$ 883.00	7/1/ <del>2014</del> 2015
	Wireless Communication Facility Adjustments			
	Setback from Nearby Residence	\$751.00	\$ 883.00	7/1/ <del>2014</del> 2015
	Distance from Another Tower	\$343.00	\$ 403.00	7/1/ <del>2014</del> 2015
	<b><u>Zoning Map/Text Amendment</u></b>			
	Legislative - Comprehensive Plan	\$10,755.00	\$ 12,639.00	7/1/ <del>2014</del> 2015
	Legislative - Community Development Code	\$4,391.00	\$ 5,160.00	7/1/ <del>2014</del> 2015
	Quasi-Judicial	\$4,046.00	\$ 4,755.00	7/1/ <del>2014</del> 2015
	<b><u>Zoning Analysis (Detailed)</u></b>	\$701.00	\$ 824.00	7/1/ <del>2014</del> 2015
	<b><u>Zoning Inquiry Letter (Simple)</u></b>	\$103.00	\$ 120.00	7/1/ <del>2014</del> 2015

*\*\*Planning Fees include 11.76% Long Range Planning Surcharge per Ord 04-99 as of 12/28/2004.*

**COMMUNITY DEVELOPMENT - MISCELLANEOUS FEES & CHARGES**

<b><u>Plan Copies</u></b>	\$2.50			7/1/2007
<b><u>Community Development Code</u></b>				
CD Rom	\$10.00			
<b><u>Tigard Comprehensive Plan</u></b>				
	\$75.00			7/1/2011
<b><u>GIS Maps*</u></b>				
8-1/2" x 11"				
Non Aerial	\$2.50			7/1/2011
Aerial	\$4.00			7/1/2011
11" x 17"				

Department	Revenue Source	Fee or Charge	Authority	Effective Date
	Non Aerial	\$5.00		7/1/2011
	Aerial	\$7.00		7/1/2011
	17" x 22"			
	Non Aerial	\$11.00		7/1/2011
	Aerial	\$15.00		7/1/2011
	34" x 44"			
	Non Aerial	\$25.00		7/1/2011
	Aerial	\$30.00		7/1/2011
	Custom Maps	Staff Hourly Rate		
	<b><u>Information Processing &amp; Archiving (IPA) Fee</u></b>			
	Temporary Sign	\$5.00		7/1/2010
	Type I Review	\$18.00		7/1/2010
	Type II Review	\$175.00		7/1/2010
	Type III Review	\$200.00		7/1/2010
	Type IV Review	\$200.00		7/1/2010
	<b><u>Neighborhood Meeting Signs (Land Use)</u></b>			
		\$2.00		1997
	<b><u>Oversize Load Permit</u></b>			
		\$200.00		7/1/2005
	<b><u>Planimetric Maps</u></b>			
	Blueline print - quarter section	\$5.00		
	Mylar - quarter section	\$150.00	/+ reproduction cost	
	<b><u>Retrieval of Materials Confiscated in ROW</u></b>			
	Lawn and A-board signs	\$40.00	/sign	7/1/2010
	Other signs and materials (based on size and value)		City Manager's Discretion (per TMC 7.61.035 Ord 10-06)	7/1/2010
	<b><u>Tigard Transportation System Plan</u></b>			
		\$75.00		7/1/2011
	<b><u>Washington Square Regional Center</u></b>			
	Task Force Recommendations	\$10.00		1999
	Master Plan Map (Zoning/Plan)	\$2.50		



Department	Revenue Source	Fee or Charge	Effective Date	
<b>COMMUNITY DEVELOPMENT - MISCELLANEOUS DEVELOPMENT</b>				
<b><u>Urban Forestry</u></b>				
	Hazard Tree Dispute Resolution Fee	\$165.00	\$194.00 + \$55.00 each additional tree	3/1/2013 7/1/2015
	In Lieu of Planting Fees (Planting & 3 Year Maintenance)			
	Street Tree	\$537.00	\$631.00 per 1.5" caliper tree	3/1/2013 7/1/2015
	Open Grown Tree	\$537.00	\$631.00 per 1.5" caliper tree	3/1/2013 7/1/2015
	Stand Grown Tree	\$383.00	\$450.00 per tree 2' in height or 1 gallon container	3/1/2013 7/1/2015
	Tree Permit Fees (Complex)			
	City Board or Committee	\$307.00**		
	City Manager	No Charge		3/1/2013
	Tree Canopy Fee	\$2.95	per square foot of tree canopy	3/1/2013
	Urban Forest Inventory Fees			
	Open Grown Tree	\$147.00	\$173.00 + \$28.00 each additional tree	7/1/2014 2015
	Stand of Trees	\$195.00	\$230.00 + \$44.00 each additional stand	7/1/2014 2015
	Tree Establishment Bond (Planting & Early Establishment)			
	1.5" Caliper Minimum Street or Open Grown Tree in Subdivisions or Minor Land Partitions	\$489.00	\$575.00 per tree	3/1/2013 7/1/2015
	1.5" Caliper Minimum Street or Open Grown Tree in Land Use Review Types other than Subdivisions or Minor Land Partitions	\$441.00	\$519.00 per tree	3/1/2013 7/1/2015
	2' in Height or 1 Gallon Container Minimum Stand Grown Tree in Subdivisions or Minor Land Partitions	\$367.00	\$431.00 per tree	3/1/2013 7/1/2015
	2' in Height or 1 Gallon Container Minimum Stand Grown Tree in Land Use Review Types other than Subdivisions or Minor Land Partitions	\$351.00	\$412.00 per tree	3/1/2013 7/1/2015
	<b><u>Vacation (Streets and Public Access)</u></b>	\$2,595.00	\$3,049.00 /deposit + actual costs	7/1/2014 2015

\* Per Ord 03-59, fee is adjusted yearly based on the Construction Cost Index for the City of Seattle as published in the April issue of Engineering News Record and per Ord 04-99 includes the 14.76% Long Range Planning Surcharge.

\*\*\$307.00 per tree up to and including 10 trees. If over 10 trees, the applicant submits a deposit of \$307.00 for each tree over 10 trees up to a maximum of \$5000.00. The applicant is charged actual staff time to process the permit and will be refunded the balance of the deposit if any remains after the review is complete

Department	Revenue Source	Fee or Charge	Effective Date
PUBLIC WORKS			
	<u>Addressing Assignment Fee</u>	\$50.00	10/29/2003
	<u>Community Garden Plot Rental</u>		
	Large	\$40.00	/year 7/1/2010
	Small	\$20.00	/year 7/1/2010
	<u>Engineering Public Improvement Design Standards</u>	\$5.00	For printed version only 7/15/1998
	<u>Local Improvement District Assessments</u>	Actual Cost	7/24/1996
	<u>Park Reservation Fees</u>		
	Application Fee		
	Resident	\$25.00	/per event 7/1/2010
	Non-Resident	\$50.00	/per event 7/1/2010
	Rental Change Fee	\$15.00	/per event 7/1/2011
	Organized Group Event Processing Fee	\$50.00	/per event 7/1/2012
	Event Monitor	\$15.00	/hour 7/1/2012
	Special Use/Alcohol Permit Fee <i>(Fee assessed at time of reservation)</i>	\$25.00	/per event 7/1/2010
	Special Event Permit Fee (First 3 hours)	\$75.00	0 to 100 people 7/1/2013
		\$175.00	101 to 200 people 7/1/2013
		\$275.00	201 to 500 people 7/1/2013
		\$475.00	501 to 2000 people 7/1/2013
		\$1,000.00	2001 and more 7/1/2013
	(Each Additional Hour)	\$25.00	0 to 100 people 7/1/2013
		\$55.00	101 to 200 people 7/1/2013
		\$90.00	201 to 500 people 7/1/2013
		\$155.00	501 to 2000 people 7/1/2013
		\$330.00	2001 and more 7/1/2013
	Shelter Rental Fees (2 hour minimum)		
	Shelter #2		
	Resident	\$35.00	/hour 7/1/2012
	Non-Resident	\$70.00	/hour 7/1/2012
	Shelter #1, #3, #4, Bishop/Scheckla Pavilion, & Summerlake		
	Resident	\$25.00	/hour 7/1/2012
	Non-Resident	\$50.00	/hour 7/1/2012

Department	Revenue Source	Fee or Charge	Effective Date
	Soccer/Ball Field Rental Fee (2 hour minimum)		
	Resident	\$10.00 /hour	7/1/2010
	Non-Resident	\$20.00 /hour	7/1/2010
	Deposit	May be required for some events to mitigate possible cleanup and/or damages. Not to exceed \$400	7/1/2010
	<b><u>Reimbursement District Application Fee</u></b>	\$300.00	1/27/1998
	<b><u>Reimbursement District Fee</u></b>	Not to Exceed \$6,000.00 unless reimbursement fee exceeds \$15,000.00. Any amount over \$15,000.00 shall be reimbursed by the owner; \$6,000.00 limit valid for only 3 years from Council approval of district cost.	7/1/2001
	<b><u>Street Maintenance Fee (TMC 15.20)</u></b>		
	Monthly Residential Rate - Single and Multi-Family	<del>\$6.42</del> - <b>\$6.39</b> / unit	1/1/2015 <b>16</b>
	Monthly Non-Residential Rate	<del>\$1.38</del> <b>\$1.44</b> /per min required parking space	1/1/2015 <b>16</b>
	Staff Review	No Charge	
	City Council Written Appeal Filing Fee	\$300.00	
	<b><u>Solid Waste Compactor Permit</u></b>	\$100.00	

Department	Revenue Source	Fee or Charge	Effective Date
<b>PUBLIC WORKS - DEVELOPMENT ENGINEERING</b>			
<b><u>Erosion Control Inspection Fee</u></b>			
<b><u>With Development</u></b>			
	Construction Cost Estimate \$0-\$25,000	\$80.70	7/1/2014
	Construction Cost Estimate \$25,001-\$50,000	\$107.60	7/1/2014
	Construction Cost Estimate \$50,001-\$100,000	\$161.40	7/1/2014
	Construction Cost Estimate over \$100,000	\$161.40 plus \$75 per \$100,000 or fraction thereof exceeding the first \$100,000	7/1/2014
<b><u>Without Development</u></b>			
	0-0.99acres	\$322.80	7/1/2014
	1acre of greater	\$322.80 plus \$150 per acre or fraction thereof	7/1/2014
	Reinspection Fee	\$96.84 per hour with a minimum of 1 hour	7/1/2014
	Plan Check	included in inspection fee	7/1/2014
	Plan Resubmittal Review	\$96.84 per hour with a minimum of 1/2 hour	7/1/2014
<b><u>Fee In Lieu Of Bicycle Striping</u></b>			
	8-inch white stripe	\$2.69 /linear foot of frontage	7/1/2014
	Bike lane legends	\$188.30 /each	7/1/2014
	Directional mini-arrows	\$107.60 /each	7/1/2014
	Mono-directional reflective markers	\$4.30 /each	7/1/2014
	<b><u>Fee In Lieu Of Undergrounding</u></b>	\$35.00 /lineal feet of frontage	10/29/2003
	<b><u>Public Facility Improvement Permit</u></b>	2% plan review plus 5% of estimated cost of public improvement with a \$300 minimum	7/1/2009 7/1/2005
	<b><u>Streetlight Energy &amp; Maintenance Fee</u></b>	Based upon PGE Schedule #95 Option "A" for the first two years costs	2000
	<b><u>Traffic/Pedestrian Signs</u></b>	Cost of materials and labor	2/7/2002

Department	Revenue Source	Fee or Charge	Authority	Effective Date
<b>PUBLIC WORKS - UTILITIES</b>				
	<u>Booster Pump Charge</u>			
	<b>Meter Size (diameter inches)</b>			
	5/8 x 3/4	\$4.86 /monthly		1/1/2014
		\$5.15 /monthly		1/1/2015
	3/4 x 3/4	\$7.00 /monthly		1/1/2014
		\$7.42 /monthly		1/1/2015
	1	\$12.95 /monthly		1/1/2014
		\$13.72 /monthly		1/1/2015
	1.5	\$38.83 /monthly		1/1/2014
		\$41.16 /monthly		1/1/2015
	2	\$63.04 /monthly		1/1/2014
		\$66.82 /monthly		1/1/2015
	3	\$111.16 /monthly		1/1/2014
		\$117.83 /monthly		1/1/2015
	4	\$227.97 /monthly		1/1/2014
		\$241.65 /monthly		1/1/2015
	6	\$242.67 /monthly		1/1/2014
		\$257.23 /monthly		1/1/2015
	8	\$388.27 /monthly		1/1/2014
		\$411.57 /monthly		1/1/2015
	10	\$758.59 /monthly		1/1/2014
		\$804.11 /monthly		1/1/2015
	12	\$1,092.36 /monthly		1/1/2014
		\$1,157.91 /monthly		1/1/2015

Department	Revenue Source	Fee or Charge	Authority	Effective Date
	<b>Customer Charge</b>			
	<i>(Basic fee charged to customers to have the City deliver water.)</i>			
	<b>Meter Size (diameter inches)</b>			
	<b>5/8 x 3/4</b>	\$25.83 /monthly		1/1/2015
		\$26.67 /monthly		1/1/2016
		\$27.54 /monthly		1/1/2017
		\$28.44 /monthly		1/1/2018
		\$29.36 /monthly		1/1/2019
	<b>3/4 x 3/4</b>	\$37.21 /monthly		1/1/2015
		\$38.42 /monthly		1/1/2016
		\$39.67 /monthly		1/1/2017
		\$40.96 /monthly		1/1/2018
		\$42.29 /monthly		1/1/2019
	<b>1</b>	\$57.96 /monthly		1/1/2015
		\$59.84 /monthly		1/1/2016
		\$61.78 /monthly		1/1/2017
		\$63.79 /monthly		1/1/2018
		\$65.86 /monthly		1/1/2019
	<b>1.5</b>	\$153.05 /monthly		1/1/2015
		\$158.02 /monthly		1/1/2016
		\$163.16 /monthly		1/1/2017
		\$168.46 /monthly		1/1/2018
		\$173.93 /monthly		1/1/2019
	<b>2</b>	\$248.32 /monthly		1/1/2015
		\$256.39 /monthly		1/1/2016
		\$264.72 /monthly		1/1/2017
		\$273.32 /monthly		1/1/2018
		\$282.20 /monthly		1/1/2019

Department	Revenue Source	Fee or Charge	Authority	Effective Date
		3	\$488.77 /monthly	1/1/2015
			\$504.66 /monthly	1/1/2016
			\$521.06 /monthly	1/1/2017
			\$537.99 /monthly	1/1/2018
			\$555.47 /monthly	1/1/2019
		4	\$928.43 /monthly	1/1/2015
			\$958.60 /monthly	1/1/2016
			\$989.75 /monthly	1/1/2017
			\$1,021.92 /monthly	1/1/2018
			\$1,055.13 /monthly	1/1/2019
		6	\$1,041.00 /monthly	1/1/2015
			\$1,074.83 /monthly	1/1/2016
			\$1,109.76 /monthly	1/1/2017
			\$1,145.83 /monthly	1/1/2018
			\$1,183.07 /monthly	1/1/2019
		8	\$1,625.84 /monthly	1/1/2015
			\$1,678.68 /monthly	1/1/2016
			\$1,733.24 /monthly	1/1/2017
			\$1,789.57 /monthly	1/1/2018
			\$1,847.73 /monthly	1/1/2019
		10	\$3,000.08 /monthly	1/1/2015
			\$3,097.58 /monthly	1/1/2016
			\$3,198.25 /monthly	1/1/2017
			\$3,302.19 /monthly	1/1/2018
			\$3,409.51 /monthly	1/1/2019
		12	\$4,244.91 /monthly	1/1/2015
			\$4,382.87 /monthly	1/1/2016
			\$4,525.31 /monthly	1/1/2017
			\$4,672.38 /monthly	1/1/2018
			\$4,824.23 /monthly	1/1/2019

Department	Revenue Source	Fee or Charge	Authority	Effective Date
	<u>Final Notification Process Fee</u>	\$30.00 /per instance		7/1/2009
	<u>Fire Hydrant Flow Test</u>	\$325.00 /test		12/9/2008
	<u>Fire Hydrant Usage - Temporary</u>			
	3" hydrant meter deposit*	\$650.00		9/1/2002
	*Deposit is refundable if returned in good condition			
	Hook-up service	\$50.00		2/27/2001
	Continued use	\$50.00 /month		2/27/2001
	Consumption	Current irrigation water usage rate per 100 cubic feet of water used		9/1/2002
	<u>Fire Rates (Sprinklers)</u>			
	6" or smaller	<del>\$17.70</del> /month		<del>7/1/2013</del>
		<b>\$18.16</b> /month		<b>7/1/2015</b>
	8" or larger	<del>\$23.42</del> /month		<del>7/1/2013</del>
		<b>\$24.03</b> /month		<b>7/1/2015</b>
	<u>Fire Service Connection</u>	\$1,457.40 /+ 12% fee based — on construction costs.		7/1/2013
		<b>\$1,495.29</b> /+ 12% fee based <b>on construction costs.</b>		<b>7/1/2015</b>
	<u>Meter Disconnection</u>	Actual labor and material costs + 10%		9/1/2002
	<u>Meter Installation Fees</u>			
	5/8" x 3/4" Meter	\$350.00		9/1/2011
	3/4" x 3/4" Meter	\$400.00		10/1/2011
	1" Meter	\$550.00		9/1/2011
	1 1/2" Meter	\$850.00		9/1/2011
	2" Meter	\$1,100.00		9/1/2011
	3" or more Meter	Actual labor & materials + 10%		9/1/2011
	<u>Meter Out-of-Order Test</u>	Meter calibration cost + actual labor and material costs + 10%		9/1/2002
	<u>Sanitary Sewer Service (Fee set by Clean Water Services)</u>			
	(City receives 16.306% of fees collected)			
	Base Charge	\$25.85 /dwelling unit/month		7/1/2014
	Use Charge	\$1.72 /100 cubic feet/month for — individual customer winter average		7/1/2014
	<b>Base Charge (Pending CWS Hearing)</b>	<b>\$26.63</b> /dwelling unit/month		<b>7/1/2015</b>
	<b>Use Charge (Pending CWS Hearing)</b>	<b>\$1.77</b> /100 cubic feet/month for <b>individual customer winter average</b>		<b>7/1/2015</b>

Department	Revenue Source	Fee or Charge	Authority	Effective Date
	<b><u>Service Installation Fees</u></b>			
	Single Trench - Single Residential Service	\$3,630.00 includes labor & materials		10/1/2011
	1 1/2" Meter and greater	Actual labor and material costs + 10%		10/1/2011
	<b><u>Solid Waste Collection Rates</u></b>			
	<b><u>Residential Cart Collections</u></b>			
	<b>Recycling only</b> (carts & yard debris cart)	<del>\$12.50</del> <b>\$13.38</b>		7/1/2014 <b>2015</b>
	(recycling cart only)	<del>\$6.70</del> <b>\$7.17</b>		7/1/2014 <b>2015</b>
	(yard debris only)	<del>\$5.80</del> <b>\$6.21</b>		7/1/2014 <b>2015</b>
	<b>Mini cart (20 gal)</b> with yard debris	<del>\$20.10</del> <b>\$21.51</b>		7/1/2014 <b>2015</b>
	without yard debris	<del>\$17.85</del> <b>\$19.10</b>		7/1/2014 <b>2015</b>
	<b>Cart (32 gal)</b> with yard debris	<del>\$22.90</del> <b>\$24.50</b>		7/1/2014 <b>2015</b>
	without yard debris	<del>\$20.55</del> <b>\$21.99</b>		7/1/2014 <b>2015</b>
	<b>Cart (60 gal)</b> with yard debris	<del>\$34.05</del> <b>\$36.43</b>		7/1/2014 <b>2015</b>
	<b>Cart (90 gal)</b> with yard debris	<del>\$40.65</del> <b>\$43.50</b>		7/1/2014 <b>2015</b>
	<b>On-call service</b> (mixed waste, recycling cart and yard debris)	<del>\$11.45</del> <b>\$12.25</b>		7/1/2014 <b>2015</b>
	<b><u>Commercial Cart Collections</u></b>			
	<b>20 gallon</b>	<del>\$20.10</del> <b>\$21.51</b>		7/1/2014 <b>2015</b>
	<b>32 gallon</b>	<del>\$22.90</del> <b>\$24.50</b>		7/1/2014 <b>2015</b>
	<b>60 gallon</b>	<del>\$34.05</del> <b>\$36.43</b>		7/1/2014 <b>2015</b>
	<b>90 gallon</b>	<del>\$40.65</del> <b>\$43.50</b>		7/1/2014 <b>2015</b>

Department	Revenue Source	Fee or Charge					Authority	Effective Date	
	<u>Commercial Container Collections</u>								
		Every other week	Weekly Collection Frequency						
			One	Two	Three	Four	Five		
	One yard	\$ 61.18	\$ 99.94	\$ 186.87	\$ 270.42	\$ 353.98	\$ 437.75	7/1/2014	
	Each Additional		\$ 65.55	\$ 126.44	\$ 187.20	\$ 247.96	\$ 308.86	7/1/2014	
	One and 1/2 yards	\$ 71.98	\$ 128.35	\$ 236.88	\$ 345.32	\$ 453.77	\$ 562.31	7/1/2014	
	Each additional		\$ 90.78	\$ 176.45	\$ 262.10	\$ 347.74	\$ 433.42	7/1/2014	
	Two Yards	\$ 84.38	\$ 153.62	\$ 286.94	\$ 420.26	\$ 553.57	\$ 686.88	7/1/2014	
	Each additional		\$ 116.07	\$ 226.52	\$ 337.04	\$ 447.55	\$ 557.99	7/1/2014	
	Three Yards	\$ 109.25	\$ 204.01	\$ 387.07	\$ 570.03	\$ 753.02	\$ 936.09	7/1/2014	
	Each Additional		\$ 166.44	\$ 326.64	\$ 486.81	\$ 647.00	\$ 807.20	7/1/2014	
	Four Yards	\$ 134.14	\$ 254.41	\$ 487.24	\$ 719.86	\$ 952.48	\$ 1,188.53	7/1/2014	
	Each additional		\$ 217.39	\$ 426.81	\$ 636.63	\$ 846.47	\$ 1,056.42	7/1/2014	
	Five Yards	\$ 158.90	\$ 304.86	\$ 587.23	\$ 869.62	\$ 1,152.00	\$ 1,434.39	7/1/2014	
	Each additional		\$ 267.30	\$ 526.83	\$ 786.39	\$ 1,045.97	\$ 1,305.50	7/1/2014	
	Six Yards	\$ 183.79	\$ 355.00	\$ 687.15	\$ 1,019.18	\$ 1,351.21	\$ 1,683.34	7/1/2014	
	Each additional		\$ 317.45	\$ 626.72	\$ 935.93	\$ 1,245.18	\$ 1,554.47	7/1/2014	
	Eight Yards	\$ 233.44	\$ 456.72	\$ 888.16	\$ 1,319.62	\$ 1,751.05	\$ 2,182.50	7/1/2014	
	Each additional		\$ 419.17	\$ 827.74	\$ 1,236.39	\$ 1,645.03	\$ 2,053.61	7/1/2014	
	1 yard compacted		\$ 224.87	\$ 420.47	\$ 608.46	\$ 795.47	\$ 984.96	7/1/2014	
	2 yard compacted		\$ 345.65	\$ 645.62	\$ 945.60	\$ 1,245.55	\$ 1,545.50	7/1/2014	
	3 yard compacted		\$ 459.01	\$ 870.88	\$ 1,282.53	\$ 1,694.25	\$ 2,106.15	7/1/2014	
	4 yard compacted		\$ 572.42	\$ 1,096.29	\$ 1,619.68	\$ 2,143.07	\$ 2,674.18	7/1/2014	

Department	Revenue Source	Fee or Charge					Authority	Effective Date
		Every other week	Weekly Collection Frequency					
			One	Two	Three	Four	Five	
	One yard	\$65.46	\$106.94	\$199.95	\$289.35	\$378.76	\$468.39	7/1/2015
	Each Additional		\$70.14	\$135.29	\$200.30	\$265.32	\$330.48	7/1/2015
	One and 1/2 yards	\$77.02	\$137.33	\$253.46	\$369.49	\$485.53	\$601.67	7/1/2015
	Each additional		\$97.13	\$188.80	\$280.45	\$372.08	\$463.76	7/1/2015
	Two Yards	\$90.29	\$164.37	\$307.03	\$449.68	\$592.32	\$734.96	7/1/2015
	Each additional		\$124.19	\$242.38	\$360.63	\$478.88	\$597.05	7/1/2015
	Three Yards	\$116.90	\$218.29	\$414.16	\$609.93	\$805.73	\$1,001.62	7/1/2015
	Each Additional		\$178.09	\$349.50	\$520.89	\$692.29	\$863.70	7/1/2015
	Four Yards	\$143.53	\$272.22	\$521.35	\$770.25	\$1,019.15	\$1,271.73	7/1/2015
	Each additional		\$232.61	\$456.69	\$681.19	\$905.72	\$1,130.37	7/1/2015
	Five Yards	\$170.02	\$326.20	\$628.34	\$930.49	\$1,232.64	\$1,534.80	7/1/2015
	Each additional		\$286.01	\$563.71	\$841.44	\$1,119.19	\$1,396.89	7/1/2015
	Six Yards	\$196.66	\$379.85	\$735.25	\$1,090.52	\$1,445.79	\$1,801.17	7/1/2015
	Each additional		\$339.67	\$670.59	\$1,001.45	\$1,332.34	\$1,663.28	7/1/2015
	Eight Yards	\$249.78	\$488.69	\$950.33	\$1,411.99	\$1,873.62	\$2,335.28	7/1/2015
	Each additional		\$448.51	\$885.68	\$1,322.94	\$1,760.18	\$2,197.36	7/1/2015
	1 yard compacted		\$240.61	\$449.90	\$651.05	\$851.15	\$1,053.91	7/1/2015
	2 yard compacted		\$369.85	\$690.81	\$1,011.79	\$1,332.74	\$1,653.69	7/1/2015
	3 yard compacted		\$491.14	\$931.84	\$1,372.31	\$1,812.85	\$2,253.58	7/1/2015
	4 yard compacted		\$612.49	\$1,173.03	\$1,733.06	\$2,293.08	\$2,861.37	7/1/2015
	<u>Drop Box Collections</u>							
	10 Cubic Yard Container		<del>\$134.00</del>	\$143.38				7/1/ <del>2014</del> 2015
	20 Cubic Yard Container		<del>\$134.00</del>	\$143.38				7/1/ <del>2014</del> 2015
	30 Cubic Yard Container		<del>\$134.00</del>	\$143.38				7/1/ <del>2014</del> 2015
	40 Cubic Yard Container		<del>\$134.00</del>	\$143.38				7/1/ <del>2014</del> 2015
	All Compactors		<del>\$140.00</del>	\$149.80				7/1/ <del>2014</del> 2015
	Delivery		<del>\$68.00</del>	\$72.76				7/1/ <del>2014</del> 2015
	<u>Demurrage</u>							
	20 Cubic Yard Container		\$5.00	\$5.35	10/20 Yard Box after 48 hours			7/1/ <del>2014</del> 2015
	30 Cubic Yard Container		<del>\$6.60</del>	\$7.06	30 Yard Box after 48 hours			7/1/ <del>2014</del> 2015
	40 Cubic Yard Container		<del>\$6.60</del>	\$7.06	40 Yard Box after 48 hours			7/1/ <del>2014</del> 2015
	All Compactors		<del>\$8.00</del>	\$8.56	Drop Box with Lid			7/1/ <del>2014</del> 2015
	Delivery							

Department	Revenue Source	Fee or Charge		Authority	Effective Date
	<u>Medical Waste Collections</u>				
	On-Site Pick-up Charge	<del>\$28.50</del>	<b>\$30.50</b>	Rate is the on-site collection	7/1/ <del>2014</del> <b>2015</b>
	Disposal Cost per 17 to 31 gallon unit	<del>\$20.32</del>	<b>\$21.74</b>	charge plus the disposal cost per	7/1/ <del>2014</del> <b>2015</b>
	Disposal Cost per 43 gallon unit	<del>\$24.62</del>	<b>\$26.34</b>	medical container unit	7/1/ <del>2014</del> <b>2015</b>
	<u>Miscellaneous Service Rates</u>				
	Extra mixed waste per cart - overload fee (based on 32 gallon capacity)	\$4.00	<b>\$4.28</b>	/occurrence	7/1/ <del>2014</del> <b>2015</b>
	Extra yard debris (manual up to 32 gallon)	<del>\$3.00</del>	<b>\$3.21</b>	/occurrence	7/1/ <del>2014</del> <b>2015</b>
	Additional yard debris service (second 60 gallon cart)	<del>\$3.50</del>	<b>\$3.75</b>	/occurrence	7/1/ <del>2014</del> <b>2015</b>
	Call back/return for pick up of inaccessible cart per service call	<del>\$12.00</del>	<b>\$12.84</b>	/occurrence	7/1/ <del>2014</del> <b>2015</b>
	Yard service rate - extra distance away from curb after first 5 feet	\$4.00	<b>\$4.28</b>	/occurrence	7/1/ <del>2014</del> <b>2015</b>
	Special service fees	<del>\$72.00</del>	<b>\$77.04</b>	/occurrence	7/1/ <del>2014</del> <b>2015</b>
	Account reinstatement fee	\$30.00		/occurrence	7/1/2014
	NSF check fee	\$35.00		/occurrence	7/1/2014
	Tire disposal	Hourly Rate + disposal fee			
	<u>Storm and Surface Water (Fee set by Clean Water Services)</u>				
	(City retains 75% of Service Charge fees collected)				
	(City retains 100% of its Surcharge fees collected)				
	Service Charge	<del>\$6.75 /ESU/month</del>			7/1/2014
	Service Charge ( <i>Pending CWS Hearing</i> )	<b>\$7.25 /ESU/month</b>			<b>7/1/2015</b>
	Tigard Surcharge	\$2.00 /ESU/month			7/1/2009
	<u>Water Bacteriological Quality Testing</u>				
	Cost per test	\$60.00			7/1/2008
	<u>Water Disconnection Charge for Non-payment</u>				
	During business hours	\$50.00			2/27/2001
	<u>Water Line Construction - New Development</u>				
		12% of Actual Cost			2/27/2001
	<u>Water Main Extension</u>				
	Designed and installed by others	12% of Actual Cost			9/1/2002

Department	Revenue Source	Fee or Charge	Authority	Effective Date
	<u>Water Usage Charges</u>			
	Residential			
		Tier 1	\$3.34 /100 cubic feet of water	1/1/2015
		Tier 2	\$4.88 /100 cubic feet of water	1/1/2015
		Tier 3	\$5.58 /100 cubic feet of water	1/1/2015
		Tier 1	\$3.45 /100 cubic feet of water	1/1/2016
		Tier 2	\$5.04 /100 cubic feet of water	1/1/2016
		Tier 3	\$5.76 /100 cubic feet of water	1/1/2016
		Tier 1	\$3.56 /100 cubic feet of water	1/1/2017
		Tier 2	\$5.20 /100 cubic feet of water	1/1/2017
		Tier 3	\$5.95 /100 cubic feet of water	1/1/2017
		Tier 1	\$3.68 /100 cubic feet of water	1/1/2018
		Tier 2	\$5.37 /100 cubic feet of water	1/1/2018
		Tier 3	\$6.14 /100 cubic feet of water	1/1/2018
		Tier 1	\$3.80 /100 cubic feet of water	1/1/2019
		Tier 2	\$5.54 /100 cubic feet of water	1/1/2019
		Tier 3	\$6.34 /100 cubic feet of water	1/1/2019
	Multi-Family			
		Tier 1	\$2.78 /100 cubic feet of water	1/1/2015
		Tier 2	\$4.06 /100 cubic feet of water	1/1/2015
		Tier 3	\$4.65 /100 cubic feet of water	1/1/2015
		Tier 1	\$2.87 /100 cubic feet of water	1/1/2016
		Tier 2	\$4.19 /100 cubic feet of water	1/1/2016
		Tier 3	\$4.80 /100 cubic feet of water	1/1/2016
		Tier 1	\$2.96 /100 cubic feet of water	1/1/2017
		Tier 2	\$4.33 /100 cubic feet of water	1/1/2017
		Tier 3	\$4.96 /100 cubic feet of water	1/1/2017
		Tier 1	\$3.06 /100 cubic feet of water	1/1/2018
		Tier 2	\$4.47 /100 cubic feet of water	1/1/2018
		Tier 3	\$5.12 /100 cubic feet of water	1/1/2018
		Tier 1	\$3.16 /100 cubic feet of water	1/1/2019
		Tier 2	\$4.62 /100 cubic feet of water	1/1/2019
		Tier 3	\$5.29 /100 cubic feet of water	1/1/2019

Department	Revenue Source	Fee or Charge	Authority	Effective Date
	<b>Commercial</b>			
		Tier 1	\$3.44 /100 cubic feet of water	1/1/2014
		Tier 2	\$5.01 /100 cubic feet of water	1/1/2014
		Tier 3	\$5.73 /100 cubic feet of water	1/1/2014
		Tier 1	\$3.80 /100 cubic feet of water	1/1/2015
		Tier 2	\$5.54 /100 cubic feet of water	1/1/2015
		Tier 3	\$6.33 /100 cubic feet of water	1/1/2015
		Tier 1	\$3.92 /100 cubic feet of water	1/1/2016
		Tier 2	\$5.72 /100 cubic feet of water	1/1/2016
		Tier 3	\$6.54 /100 cubic feet of water	1/1/2016
		Tier 1	\$4.05 /100 cubic feet of water	1/1/2017
		Tier 2	\$5.91 /100 cubic feet of water	1/1/2017
		Tier 3	\$6.75 /100 cubic feet of water	1/1/2017
		Tier 1	\$4.18 /100 cubic feet of water	1/1/2018
		Tier 2	\$6.10 /100 cubic feet of water	1/1/2018
		Tier 3	\$6.97 /100 cubic feet of water	1/1/2018
		Tier 1	\$4.32 /100 cubic feet of water	1/1/2019
		Tier 2	\$6.30 /100 cubic feet of water	1/1/2019
		Tier 3	\$7.20 /100 cubic feet of water	1/1/2019
	<b>Industrial</b>	Uniform Rate	\$5.29 /monthly	1/1/2015
			\$5.46 /monthly	1/1/2016
			\$5.64 /monthly	1/1/2017
			\$5.82 /monthly	1/1/2018
			\$6.01 /monthly	1/1/2019
	<b>Irrigation</b>	Uniform Rate	\$7.51 /monthly	1/1/2015
			\$7.75 /monthly	1/1/2016
			\$8.00 /monthly	1/1/2017
			\$8.26 /monthly	1/1/2018
			\$8.53 /monthly	1/1/2019

Department	Revenue Source	Fee or Charge	Authority	Effective Date
	Tiered Rate Structure Thresholds (100 cubic feet of water)			
	<b>Meter Size</b>			
	<b>5/8 x 3/4</b>	Tier 1	6 ccf	
		Tier 2	15 ccf	
		Tier 3	over 15 ccf	
	<b>3/4 x 3/4</b>	Tier 1	9 ccf	
		Tier 2	22 ccf	
		Tier 3	over 22 ccf	
	<b>1</b>	Tier 1	16 ccf	
		Tier 2	40 ccf	
		Tier 3	over 40 ccf	
	<b>1.5</b>	Tier 1	48 ccf	
		Tier 2	120 ccf	
		Tier 3	over 120 ccf	
	<b>2</b>	Tier 1	78 ccf	
		Tier 2	195 ccf	
		Tier 3	over 195 ccf	
	<b>3</b>	Tier 1	137 ccf	
		Tier 2	344 ccf	
		Tier 3	over 344 ccf	
	<b>4</b>	Tier 1	282 ccf	
		Tier 2	705 ccf	
		Tier 3	over 705 ccf	
	<b>6</b>	Tier 1	300 ccf	
		Tier 2	750 ccf	
		Tier 3	over 750 ccf	
	<b>8</b>	Tier 1	480 ccf	
		Tier 2	1,200 ccf	
		Tier 3	over 1,200 ccf	
	<b>10</b>	Tier 1	938 ccf	
		Tier 2	2,345 ccf	
		Tier 3	over 2,345 ccf	
	<b>12</b>	Tier 1	1,350 ccf	
		Tier 2	3,376 ccf	
		Tier 3	over 3,376 ccf	

Department	Revenue Source	Fee or Charge	Authority	Effective Date
<b>COMMUNITY DEVELOPMENT - DEVELOPMENT SERVICES PLANNING</b>				
	<b>Park System Development Charge (SDC)*</b>		<b>Ord. 15-09</b>	
	Single Family Unit	\$6,451.34		7/1/2014
	Single Family Detached Dwelling - Reimbursement	\$1,001.00		7/1/2015
	Single Family Detached Dwelling - Improvement	\$4,248.00		7/1/2015
	Single Family Detached Dwelling - Improvement for Neighborhood Parks			
	Outside River Terrace	\$1,575.00		7/1/2015
	Inside River Terrace	\$1,953.00		7/1/2015
	Multi-family Unit	\$5,156.28		7/1/2014
	Multi-Family Detached Dwelling - Reimbursement	\$753.00		7/1/2015
	Multi-Family Detached Dwelling - Improvement	\$3,198.00		7/1/2015
	Multi-Family Detached Dwelling - Improvement for Neighborhood Parks			
	Outside River Terrace	\$1,186.00		7/1/2015
	Inside River Terrace	\$1,470.00		7/1/2015
	Commercial/industrial (per employee)	\$446.14		7/1/2014
	Non-Residential (Per Employee) - Reimbursement	\$66.00		7/1/2015
	Non-Residential (Per Employee) - Improvement	\$367.00		7/1/2015
	Non-Residential (Per Employee) - Improvement for Neighborhood Parks			
	Outside River Terrace	\$0.00		7/1/2015
	Inside River Terrace	\$0.00		7/1/2015

**\*See methodology report used to calculate the charges.**

The Park System Development Charge (Park SDC) is a City of Tigard charge that is assessed on new development to support the acquisition and development of parks, greenways, and paved trails, all of which are used by residents of Tigard and by those who work here. The Park SDC is a one-time fee charged to new development to help pay a portion of the costs associated with building additional parks and trails to meet the needs created by both residential and commercial/industrial growth. The SDC revenues can only be used on capacity-increasing capital improvements and cannot be used to repair existing park facilities.

Park SDCs are assessed on new residential development on a per-unit basis and against commercial and industrial development on a per-employee basis.

The amount of the charge for each land use category is adjusted each year, effective July 1st, in relation to two indices, one reflecting changes in development/construction costs and one reflecting changes in land acquisition costs.

For information about Park SDCs regarding a specific project contact the City's Permits/Projects Coordinator at 503-718-2426.

Department	Revenue Source	Fee or Charge	Authority	Effective Date
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For more detailed and updated information on calculating Park SDC's see "Parks & Recreation System Development Charge Methodology Report," by FCS Group, May 19, 2015. Adopted by Ord. 15-09.

~~For more detailed and updated information on calculating Park SDC's see "Report for Parks & Recreation System Development Charge Study," by FCS Group, March 23, 2012.~~

Department	Revenue Source	Fee or Charge	Authority	Effective Date
	<b>Park SDC Annual Adjustment</b>		Res. 01-13	4/10/2001

Parks SDC fees shall be adjusted annually on July 1st of each year beginning in 2011. The new fee will be determined by multiplying the existing fees by the average of two indices, one reflecting changes in development/construction costs and one reflecting changes in land acquisition costs. The average of these two indices is a reasonable approach because the Parks SDC fee is roughly split 50% between land acquisition land development components.

The index for the Land Acquisition component will be the base cost for residential tract land in Tigard, as determined by the Washington County Appraiser. The average cost for residential tract land was selected because it is readily identified and is the lowest priced of the buildable lands in Tigard. Changes in this base cost can be calculated in terms of a percentage increase, to create the level of change to the original index, and projected to the overall acquisition cost. In accordance with Measure 5, the Washington County Appraiser's office will determine appraised values on July 1 of each year.

The index for the Land Development component of the Parks SDC will be the Construction Cost Index for the City of Seattle as published in the May issue of the Engineering News Record (ENR). The Seattle cost index will be used because the city is the geographically closest to Tigard of twenty metropolitan areas for which the ENR maintains cost data. This index is adjusted monthly, quarterly, and annually. The annual index for each year will be selected beginning with the index for May 2012.

The revised Parks SDC fees were derived from the costs of land and projects provided in the Tigard Park System Master Plan Update, adopted July 2009 and the Tigard Greenway Trails Master Plan adopted in July 2011. The costs for projects in both plans were adjusted using both the Land Acquisition and Land Development indices for the appropriate years.

**Park SDC Annual Adjustment (cont.)**

Calculation Definitions:

SDC(2012) = Current SDC fee

L(2012) = Average cost of residential tract land 2012

L(2013) = Average cost of residential tract land 2013

L(2xxx) = Average cost of residential tract land 2xxx

C(2012) = Construction cost index of 2012

C(2013) = Construction cost index of 2013

C(2xxx) = Construction cost index of 2xxx

LCI = Land Cost Index: change from the current year from previous year

CCI = Construction Cost Index: change from the current year from previous year

ACI = Average cost index change of LCI + CCI

Department	Revenue Source	Fee or Charge	Authority	Effective Date
	<u>Formula:</u>			
		$L(2014) / L(2013)$	$= LCI$	
	and			
		$C(2014) / C(2013)$	$= CCI$	
	therefore			
		$LCI + CCI / 2$	$= ACI$	
	then			
		$SDC(2014) \times ACI$	$= SDC(2015)$	

~~Each year subsequent to 2002, the costs shall be revised using the current year and previous year's data. Notwithstanding the foregoing, all calculations shall be carried out to the thousandth place. A final product ending in .49 or less shall be rounded down to the nearest dollar, .50 or more up to the next dollar.~~

Department	Revenue Source	Fee or Charge	Authority	Revised Fees	Effective Date
<b>PUBLIC WORKS - WATER</b>					
	<b>Water System Development Charge (SDC)*</b>				
	<b>5/8" x 3/4" Meter</b>	\$7,044			2/1/2014
		\$7,580			7/1/2014
		<b>\$7,777</b>			<b>7/1/2015</b>
	<b>3/4" x 3/4" Meter</b>	\$10,144			2/1/2014
		\$10,916			7/1/2014
		<b>\$11,200</b>			<b>7/1/2015</b>
	<b>1" Meter</b>	\$18,791			2/1/2014
		\$20,220			7/1/2014
		<b>\$20,746</b>			<b>7/1/2015</b>
	<b>1 1/2" Meter</b>	\$56,343			2/1/2014
		\$60,625			7/1/2014
		<b>\$62,201</b>			<b>7/1/2015</b>
	<b>2" Meter</b>	\$91,490			2/1/2014
		\$98,443			7/1/2014
		<b>\$101,003</b>			<b>7/1/2015</b>
	<b>3" Meter</b>	\$173,599			7/1/2014
		<b>\$178,113</b>			<b>7/1/2015</b>
	<b>4" Meter</b>	\$356,032			7/1/2014
		<b>\$365,289</b>			<b>7/1/2015</b>
	<b>6" Meter</b>	\$378,994			7/1/2014
		<b>\$388,848</b>			<b>7/1/2015</b>
	<b>8" Meter</b>	\$606,389			7/1/2014
		<b>\$622,155</b>			<b>7/1/2015</b>

*Water system connections greater than 8 inch diameter, City will forecast the demands on an average-day, peak-day, and peak-hour basis to determine SDC fees.*

*\*As per ORS 223.304(8) Res. 10-76, the City will use ENR Seattle CCI for the month of April prior to the budget year imposed.*

*The ENR Seattle CCI for April-2015 is 2.6% based on a 12-month average. The multiplier 1.026 is used for all Water SDCs effective 7/1/2015.*

Department	Revenue Source	Fee or Charge	Authority	Effective Date
<b>COMMUNITY DEVELOPMENT - DEVELOPMENT SERVICES PLANNING</b>			<b>Ord. 15-08</b>	
	<b>Residential Transportation System Development Charge (SDC)*</b>			
	Single Family Detached Dwelling - Reimbursement	\$312.00	Res.15-15	7/1/2015
	Single Family Detached Dwelling - Improvement	\$5,402.00		7/1/2015
	Single Family Detached Dwelling - River Terrace Overlay**	\$2,642.00		7/1/2015
	Multi-Family Dwelling - Reimbursement	\$182.00		7/1/2015
	Multi-Family Dwelling - Improvement	\$3,151.00		7/1/2015
	Multi-Family Dwelling - River Terrace Overlay	\$1,541.00		7/1/2015

**\*See Adopted Methodology Report used to calculate the charges.**

**\*\*Based on 50% Credit Policy for the "local" elements of River Terrace Blvd.**

For more detailed and updated information on calculating Transportation SDC's see "Transportation System Development Charge Methodology Report," by FCS Group, April 28, 2015.

**Transportation SDC Annual Adjustment**

**Ord. 15-09**

7/1/2015

Transportation SDC fees shall be adjusted annually on July 1st of each year beginning in 2016. The index to be used for adjusting transportation SDCs will be based on the weighted average of the year over year escalation for two measurements: 90 percent multiplied by the Engineering News Record Construction Cost Index for the Seattle Area percent change plus 10 percent multiplied by the Oregon Department of Transportation monthly asphalt price (annualized) percent change.

Department	Revenue Source	Fee or Charge	Authority	Effective Date
<b>COMMUNITY DEVELOPMENT - DEVELOPMENT SERVICES ENGINEERING</b>				
<b>Countywide Transportation Development Tax (TDT) - (Example Land Uses and Charges*)</b>				
	<b>Single Family Detached</b>	\$6,665.00 /per unit		7/1/2011
		\$8,036.00 /per unit		10/1/2014
		<b>\$8,113.00 /per unit</b>		<b>7/1/2015</b>
	<b>Apartment</b>	\$4,325.00 /per unit		7/1/2011
		\$5,257.00 /per unit		10/1/2014
		<b>\$5,308.00 /per unit</b>		<b>7/1/2015</b>
	<b>Residential Condominium/Townhouse</b>	\$3,976.00 /per unit		7/1/2011
		\$4,806.00 /per unit		10/1/2014
		<b>\$4,853.00 /per unit</b>		<b>7/1/2015</b>
	<b>General Office Building</b>	\$6,869.00 (per TSFGFA**)		7/1/2011
		\$8,433.00 (per TSFGFA**)		10/1/2014
		<b>\$8,515.00 (per TSFGFA**)</b>		<b>7/1/2015</b>
	<b>Shopping Center</b>	\$8,968.00 (per TSFGLA**)		7/1/2011
		\$11,034.00 (per TSFGLA**)		10/1/2014
		<b>\$11,140.00 (per TSFGLA**)</b>		<b>7/1/2015</b>

The Countywide Transportation Development Tax (TDT) is a Washington County Tax approved by the voters in November, 2008, that is administered and collected by the City of Tigard. It went into effect on July 1, 2009, replacing the Traffic Impact Fee (TIF) program.

Like TIF, TDT is assessed on new development to help provide funds for the increased capacity transportation improvements needed to accommodate the additional vehicle traffic and demand for transit facilities generated by that development. It provides funds for these capacity improvements to county and city arterials, certain collectors, and certain state and transit facilities as listed in the County's Capital Improvements Project List. The TDT is categorized as an Improvement Fee: revenue must be dedicated to capital improvements that expand capacity and may not be used for maintenance, repair, or other non-capital improvements.

TDTs are assessed on new development on a per-unit basis. For residential uses the units are dwelling units, bedrooms, etc. For commercial and industrial uses the units are the square footage of the use or units unique to the use such as lanes, fueling positions, etc.

The TDT rate for each land use category is adjusted each year, effective July 1st. The rates for each year from July 1, 2009 through June 30, 2013 were established by Washington County Engrossed Ordinance 691, effective 7/1/09. Effective December 1, 2009, Ordinance 729 implemented a 10% discount to the rates from July 1, 2010 through June 30, 2013. Effective January 17, 2012, Ordinance 746 extended the discount period through June 30, 2015. Those discounts will expire effective June 30, 2015. Effective July 19, 2012, Ordinance 751 established a discount of 50% or 75% for the redevelopment of up to 5,000 square feet of existing non-residential properties. This redevelopment discount was made permanent by Ordinance 793, effective August 5, 2014.

For information about the TDT regarding a specific project contact the City's Permits/Projects Coordinator at (503) 718-2426.

\* For more detailed information on calculating TDT charges and a detailed list of Land Uses and TDT charges through 6/30/2013 see Appendix B to Washington County Engrossed Ordinance 691, August 29, 2008 and the Washington County Countywide Transportation Development Tax Manual.

\*\* TSFGFA = thousand square feet gross floor area; TSFGLA = thousand square feet gross leasable area.



The total FY 2015-2016 City of Tigard Approved Budget is \$193,383,873, including appropriations of \$146,053,270 with the remaining \$47,330,603 comprising the city's reserve for future expenditures.

Staff has included four technical adjustments totaling \$128,180 in appropriations to the approved budget for council consideration. Two of the adjustments include a correction on the reporting of 2.0 full-time equivalent (FTE): 1.0 FTE in Human Resources/Risk Management and 1.0 FTE in Community Development. The approved budgets for these positions are included in the FY 2016 Approved Budget, however, the positions were not included in the FTE counts. Action on these items will provide the FTE authority without impacting fund balance.

### **OTHER ALTERNATIVES**

Alternatives are limited by Oregon Law. Council can change the Approved Budget up to 10% in any fund; however, by Oregon Law, the FY 2015-16 budget must be adopted by July 1, 2015.

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

The Approved Budget includes funding necessary to move council focus strategies forward.

### **DATES OF PREVIOUS CONSIDERATION**

Budget Committee dates: April 20, April 27, and May 4, 2015 as part of the Budget Committee meetings.

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#### **Fiscal Impact**

**Cost:** 193,383,873

**Budgeted (yes or no):** Yes

**Where Budgeted (department/program):** All

#### **Additional Fiscal Notes:**

The total FY 2015-2016 City of Tigard Approved Budget is \$193,383,873, including appropriations of \$146,053,270 with the remaining \$47,330,603 comprising the city's reserve for future expenditures.

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#### **Attachments**

Budget Resolution

Exhibit A

Technical Adjustments

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CITY OF TIGARD, OREGON  
TIGARD CITY COUNCIL  
RESOLUTION NO. 15-

A RESOLUTION OF THE CITY OF TIGARD ADOPTING THE APPROVED BUDGET, WITH ADJUSTMENTS, MAKING APPROPRIATIONS, DECLARING THE AD VALOREM TAX LEVY, AND CLASSIFYING THE LEVY AS PROVIDED BY ORS 310.060(2) FOR FISCAL YEAR 2016.

WHEREAS, three hearings by the Tigard Budget Committee on the budget document, as proposed by the City Manager, were duly called and held on April 20, 2015, April 27, 2015, and May 4, 2015 where all interested persons were afforded an opportunity to appear and be heard with respect to the budget ; and

WHEREAS, the budget for the City of Tigard for the year beginning July 1, 2015 was duly approved and recommended to the City Council by the regularly constituted Budget Committee at its meeting on May 4, 2015, after proceedings in accordance with Chapter 294, Oregon Revised Statutes ; and

WHEREAS, a summary of the budget as required by Chapter 294.438 was duly published in the Tigard Times, a newspaper of general circulation in the city in accordance with Chapter 294.448; and

WHEREAS, a hearing by the Tigard City Council on the budget document as approved by the Budget Committee, was duly called and held on June 9, 2015, where all interested persons were afforded an opportunity to appear and be heard with respect to the budget; and

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

SECTION 1: The Council adopts the budget for FY 2015-16 as approved by council following the budget hearing on June 9, 2015.

SECTION 2: The amounts appropriated for each fund for the fiscal year beginning July 1, 2015, are shown on the attached – Exhibit A Schedule of Appropriations as approved by Budget Committee on May 4, 2015 with adjustments made by council during the hearing on June 9, 2015.

SECTION 3: The City of Tigard City Council hereby imposes the taxes provided for in the adopted budget at the rate of \$2.5131 per \$1,000 of assessed value for its permanent rate tax; and in the amount of \$2,475,757 for debt service on general obligation bonds; and that these taxes are hereby imposed and categorized for tax year 2015-16 upon the assessed value of all taxable property in the city as follows:

	<u>General Government Limit</u>
Permanent rate tax	\$2.5131/\$1,000
	<u>Excluded from Limit</u>
General Obligation Bond Debt Service	\$2,475,757

SECTION 4: The Council approves a capital interfund loan of up to \$1,830,000 from the Gas Tax Fund to the Street Maintenance Fee Fund for the purpose of financing the Pavement Management Program. If needed, the loan will be made after the start of FY 2015-16 and will be repaid prior to the end of FY 2015-16 with no interest.

SECTION 5: This resolution is effective immediately upon passage.

PASSED: This \_\_\_\_\_ day of \_\_\_\_\_ 2015.

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Mayor - City of Tigard

ATTEST:

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City Recorder - City of Tigard

# EXHIBIT A - SCHEDULE OF APPROPRIATIONS

Fund	Program	Proposed	Budget Committee Changes	Approved	Council Changes	Adopted
General Fund						
	Policy and Administration	899,502	0	899,502		
	Community Development	4,037,179	0	4,037,179		
	Community Services	22,088,311	142,703	22,231,014		
	Public Works	4,118,322	0	4,118,322		
	Debt Service	0	0	0		
	Loan to CCDA	0	0	0		
	Transfer	3,422,436	0	3,422,436		
	Capital Improvements	0	0	0		
	Contingency	1,120,000	0	1,120,000		
		35,685,750	142,703	35,828,453		
Gas Tax Fund						
	Policy and Administration	0	0	0		
	Community Development	0	0	0		
	Community Services	0	0	0		
	Public Works	2,166,046	0	2,166,046		
	Debt Service	592,425	0	592,425		
	Loan to CCDA	0	0	0		
	Transfer	229,389	0	229,389		
	Capital Improvements	0	0	0		
	Contingency	200,000	0	200,000		
		3,187,860	0	3,187,860		
City Gas Tax Fund						
	Policy and Administration	0	0	0		
	Community Development	0	0	0		
	Community Services	0	0	0		
	Public Works	0	0	0		
	Debt Service	316,560	0	316,560		
	Loan to CCDA	0	0	0		
	Transfer	3,208	0	3,208		
	Capital Improvements	0	0	0		
	Contingency	300,000	0	300,000		
		619,768	0	619,768		

# EXHIBIT A - SCHEDULE OF APPROPRIATIONS

Fund	Program	Proposed	Budget Committee Changes	Approved	Council Changes	Adopted
Electrical Inspection Fund						
	Policy and Administration	0	0	0		
	Community Development	0	0	0		
	Community Services	0	0	0		
	Public Works	0	0	0		
	Debt Service	0	0	0		
	Loan to CCDA	0	0	0		
	Transfer	181,993	0	181,993		
	Capital Improvements	0	0	0		
	Contingency	50,000	0	50,000		
		231,993	0	231,993		
Building Fund						
	Policy and Administration	0	0	0		
	Community Development	1,949,847	0	1,949,847		
	Community Services	0	0	0		
	Public Works	0	0	0		
	Debt Service	0	0	0		
	Loan to CCDA	0	0	0		
	Transfer	0	0	0		
	Capital Improvements	0	0	0		
	Contingency	250,000	0	250,000		
		2,199,847	0	2,199,847		
Criminal Forfeiture Fund						
	Policy and Administration	0	0	0		
	Community Development	0	0	0		
	Community Services	70,000	0	70,000		
	Public Works	0	0	0		
	Debt Service	0	0	0		
	Loan to CCDA	0	0	0		
	Transfer	560	0	560		
	Capital Improvements	0	0	0		
	Contingency	0	0	0		
		70,560	0	70,560		

# EXHIBIT A - SCHEDULE OF APPROPRIATIONS

Fund	Program	Proposed	Budget Committee Changes	Approved	Council Changes	Adopted
Urban Forestry Fund						
	Policy and Administration	0	0	0		
	Community Development	0	0	0		
	Community Services	0	0	0		
	Public Works	0	0	0		
	Debt Service	0	0	0		
	Loan to CCDA	0	0	0		
	Transfer	251,850	0	251,850		
	Capital Improvements	0	0	0		
	Contingency	50,000	0	50,000		
		301,850	0	301,850		
Parks Utility Fund						
	Policy and Administration	0	0	0		
	Community Development	0	0	0		
	Community Services	0	0	0		
	Public Works	2,203,414	0	2,203,414		
	Debt Service	0	0	0		
	Loan to CCDA	0	0	0		
	Transfer	0	0	0		
	Capital Improvements	0	0	0		
	Contingency	40,000	0	40,000		
		2,243,414	0	2,243,414		
Bancroft Debt Service Fund						
	Policy and Administration	0	0	0		
	Community Development	0	0	0		
	Community Services	0	0	0		
	Public Works	0	0	0		
	Debt Service	103,200	0	103,200		
	Loan to CCDA	0	0	0		
	Transfer	499	0	499		
	Capital Improvements	0	0	0		
	Contingency	0	0	0		
		103,699	0	103,699		

# EXHIBIT A - SCHEDULE OF APPROPRIATIONS

Fund	Program	Proposed	Budget Committee Changes	Approved	Council Changes	Adopted
General Obligation Debt Service Fund						
	Policy and Administration	0	0	0		
	Community Development	0	0	0		
	Community Services	0	0	0		
	Public Works	0	0	0		
	Debt Service	2,194,525	0	2,194,525		
	Loan to CCDA	0	0	0		
	Transfer	1,893	0	1,893		
	Capital Improvements	0	0	0		
	Contingency	0	0	0		
		2,196,418	0	2,196,418		
Facilities Capital Projects Fund						
	Policy and Administration	0	0	0		
	Community Development	0	0	0		
	Community Services	0	0	0		
	Public Works	0	0	0		
	Debt Service	0	0	0		
	Loan to CCDA	0	0	0		
	Transfer	29,325	0	29,325		
	Capital Improvements	1,106,100	300,000	1,406,100		
	Contingency	50,000	0	50,000		
		1,185,425	300,000	1,485,425		
Transportation Development Tax						
	Policy and Administration	0	0	0		
	Community Development	0	0	0		
	Community Services	0	0	0		
	Public Works	0	0	0		
	Debt Service	0	0	0		
	Loan to CCDA	0	0	0		
	Transfer	526,690	0	526,690		
	Capital Improvements	6,800	0	6,800		
	Contingency	250,000	0	250,000		
		783,490	0	783,490		

# EXHIBIT A - SCHEDULE OF APPROPRIATIONS

Fund	Program	Proposed	Budget Committee Changes	Approved	Council Changes	Adopted
Traffic Impact Fee Fund						
	Policy and Administration	0	0	0		
	Community Development	0	0	0		
	Community Services	0	0	0		
	Public Works	0	0	0		
	Debt Service	0	0	0		
	Loan to CCDA	0	0	0		
	Transfer	0	0	0		
	Capital Improvements	0	0	0		
	Contingency	0	0	0		
		0	0	0		
Underground Utility Fund						
	Policy and Administration	0	0	0		
	Community Development	0	0	0		
	Community Services	0	0	0		
	Public Works	0	0	0		
	Debt Service	0	0	0		
	Loan to CCDA	0	0	0		
	Transfer	320,477	0	320,477		
	Capital Improvements	0	0	0		
	Contingency	50,000	0	50,000		
		370,477	0	370,477		
Street Maintenance Fund						
	Policy and Administration	0	0	0		
	Community Development	0	0	0		
	Community Services	0	0	0		
	Public Works	0	0	0		
	Debt Service	0	0	0		
	Loan to CCDA	0	0	0		
	Transfer	228,735	0	228,735		
	Capital Improvements	1,830,000	0	1,830,000		
	Contingency	200,000	0	200,000		
		2,258,735	0	2,258,735		

# EXHIBIT A - SCHEDULE OF APPROPRIATIONS

Fund	Program	Proposed	Budget Committee Changes	Approved	Council Changes	Adopted
Transportation SDC Fund						
	Policy and Administration	0	0	0		
	Community Development	0	0	0		
	Community Services	0	0	0		
	Public Works	0	0	0		
	Debt Service	0	0	0		
	Loan to CCDA	0	0	0		
	Transfer	11,000	0	11,000		
	Capital Improvements	0	0	0		
	Contingency	50,000	0	50,000		
		61,000	0	61,000		
Parks Capital Fund						
	Policy and Administration	0	0	0		
	Community Development	0	0	0		
	Community Services	0	0	0		
	Public Works	0	0	0		
	Debt Service	0	0	0		
	Loan to CCDA	0	0	0		
	Transfer	123,932	0	123,932		
	Capital Improvements	3,151,561	0	3,151,561		
	Contingency	0	0	0		
		3,275,493	0	3,275,493		
Parks Bond Fund						
	Policy and Administration	0	0	0		
	Community Development	0	0	0		
	Community Services	0	0	0		
	Public Works	0	0	0		
	Debt Service	0	0	0		
	Loan to CCDA	0	0	0		
	Transfer	1,382,013	0	1,382,013		
	Capital Improvements	0	0	0		
	Contingency	0	0	0		
		1,382,013	0	1,382,013		

# EXHIBIT A - SCHEDULE OF APPROPRIATIONS

Fund	Program	Proposed	Budget Committee Changes	Approved	Council Changes	Adopted
Parks SDC Fund						
	Policy and Administration	0	0	0		
	Community Development	0	0	0		
	Community Services	0	0	0		
	Public Works	0	0	0		
	Debt Service	0	0	0		
	Loan to CCDA	0	0	0		
	Transfer	1,180,414	0	1,180,414		
	Capital Improvements	6,800	0	6,800		
	Contingency	100,000	0	100,000		
		1,287,214	0	1,287,214		
Transportation CIP Fund						
	Policy and Administration	0	0	0		
	Community Development	0	0	0		
	Community Services	0	0	0		
	Public Works	0	0	0		
	Debt Service	0	0	0		
	Loan to CCDA	0	0	0		
	Transfer	57,410	0	57,410		
	Capital Improvements	1,073,448	0	1,073,448		
	Contingency	0	0	0		
		1,130,858	0	1,130,858		
Sanitary Sewer Fund						
	Policy and Administration	0	0	0		
	Community Development	0	0	0		
	Community Services	0	0	0		
	Public Works	1,915,476	44,611	1,960,087		
	Debt Service	0	0	0		
	Loan to CCDA	0	0	0		
	Transfer	64,434	0	64,434		
	Capital Improvements	984,693	0	984,693		
	Contingency	400,000	0	400,000		
		3,364,603	44,611	3,409,214		

# EXHIBIT A - SCHEDULE OF APPROPRIATIONS

Fund	Program	Proposed	Budget Committee Changes	Approved	Council Changes	Adopted
Stormwater Fund						
	Policy and Administration	0	0	0		
	Community Development	0	0	0		
	Community Services	0	0	0		
	Public Works	1,693,515	44,611	1,738,126		
	Debt Service	0	0	0		
	Loan to CCDA	0	0	0		
	Transfer	417,356	3,500	420,856		
	Capital Improvements	1,265,096	0	1,265,096		
	Contingency	200,000	0	200,000		
		3,575,967	48,111	3,624,078		
Water Quality/Quantity Fund						
	Policy and Administration	0	0	0		
	Community Development	0	0	0		
	Community Services	0	0	0		
	Public Works	0	0	0		
	Debt Service	0	0	0		
	Loan to CCDA	0	0	0		
	Transfer	16,576	0	16,576		
	Capital Improvements	0	0	0		
	Contingency	50,000	0	50,000		
		66,576	0	66,576		
Water Fund						
	Policy and Administration	0	0	0		
	Community Development	0	0	0		
	Community Services	0	0	0		
	Public Works	8,682,558	0	8,682,558		
	Debt Service	0	0	0		
	Loan to CCDA	0	0	0		
	Transfer	24,869,726	0	24,869,726		
	Capital Improvements	0	0	0		
	Contingency	500,000	0	500,000		
		34,052,284	0	34,052,284		

# EXHIBIT A - SCHEDULE OF APPROPRIATIONS

Fund	Program	Proposed	Budget Committee Changes	Approved	Council Changes	Adopted
Water SDC Fund						
	Policy and Administration	0	0	0		
	Community Development	0	0	0		
	Community Services	0	0	0		
	Public Works	0	0	0		
	Debt Service	0	0	0		
	Loan to CCDA	0	0	0		
	Transfer	299,130	0	299,130		
	Capital Improvements	0	0	0		
	Contingency	100,000	0	100,000		
		399,130	0	399,130		
Water CIP Fund						
	Policy and Administration	0	0	0		
	Community Development	0	0	0		
	Community Services	0	0	0		
	Public Works	0	0	0		
	Debt Service	0	0	0		
	Loan to CCDA	0	0	0		
	Transfer	231,256	0	231,256		
	Capital Improvements	28,900,682	268,000	29,168,682		
	Contingency	0	0	0		
		29,131,938	268,000	29,399,938		
Water Debt Service Fund						
	Policy and Administration	0	0	0		
	Community Development	0	0	0		
	Community Services	0	0	0		
	Public Works	0	0	0		
	Debt Service	6,259,275	0	6,259,275		
	Loan to CCDA	0	0	0		
	Transfer	7,906	0	7,906		
	Capital Improvements	0	0	0		
	Contingency	0	0	0		
		6,267,181	0	6,267,181		

# EXHIBIT A - SCHEDULE OF APPROPRIATIONS

Fund	Program	Proposed	Budget Committee Changes	Approved	Council Changes	Adopted
Central Services Fund						
	Policy and Administration	7,562,957	0	7,562,957		
	Community Development	0	0	0		
	Community Services	0	0	0		
	Public Works	0	0	0		
	Debt Service	0	0	0		
	Loan to CCDA	0	0	0		
	Transfer	0	0	0		
	Capital Improvements	0	0	0		
	Contingency	150,000	0	150,000		
		7,712,957	0	7,712,957		
Fleet/Property Management Fund						
	Policy and Administration	1,848,862	3,500	1,852,362		
	Community Development	0	0	0		
	Community Services	0	0	0		
	Public Works	0	0	0		
	Debt Service	0	0	0		
	Loan to CCDA	0	0	0		
	Transfer	0	0	0		
	Capital Improvements	0	0	0		
	Contingency	75,000	0	75,000		
		1,923,862	3,500	1,927,362		
Insurance Fund						
	Policy and Administration	50,000	0	50,000		
	Community Development	0	0	0		
	Community Services	0	0	0		
	Public Works	0	0	0		
	Debt Service	0	0	0		
	Loan to CCDA	0	0	0		
	Transfer	983	0	983		
	Capital Improvements	0	0	0		
	Contingency	25,000	0	25,000		
		75,983	0	75,983		

# EXHIBIT A - SCHEDULE OF APPROPRIATIONS

Fund	Program	Proposed	Budget Committee Changes	Approved	Council Changes	Adopted
Library Donations and Bequests Fund						
	Policy and Administration	0	0	0		
	Community Development	0	0	0		
	Community Services	0	0	0		
	Public Works	0	0	0		
	Debt Service	0	0	0		
	Loan to CCDA	0	0	0		
	Transfer	100,000	0	100,000		
	Capital Improvements	0	0	0		
	Contingency	0	0	0		
		100,000	0	100,000		
All Funds						
	Policy and Administration	10,361,321	3,500	10,364,821		
	Community Development	5,987,026	0	5,987,026		
	Community Services	22,158,311	142,703	22,301,014		
	Public Works	20,779,331	89,222	20,868,553		
	Debt Service	9,465,985	0	9,465,985		
	Loan to CCDA	0	0	0		
	Transfer	33,959,191	3,500	33,962,691		
	Capital Improvements	38,325,180	568,000	38,893,180		
	Contingency	4,210,000	0	4,210,000		
		145,246,345	806,925	146,053,270		

# Technical Adjustments to the 2015-16 Approved Budget

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## Summary

Below are Technical Adjustments. Technical Adjustments are changes to the Approved Budget that come from staff in that these changes would have been included in the Proposed Budget if they had been known at the time it was published. Each item below has a brief description and then details the change to the Schedule of Appropriations. Please note that each adjustment is presented with its impact, they are not cumulative.

### **#1: Central Services Fund – Information Technology**

A request for additional appropriation in the amount of \$28,180 is needed to pay a vendor to provide maintenance and support for the city’s networked printers. This is an annual expense that has been in the IT budget for the prior two years and was omitted erroneously. This action will increase Policy and Administration program expenditures by \$28,180 with an equal decrease in Reserve for Future Expenditures.

### **Central Services Fund**

Program	Approved	Recommended Change	Adopted
Policy & Admin.	\$7,562,957	\$28,180	\$7,591,137
Comm. Develop.	0	0	0
Comm. Services	0	0	0
Public Works	0	0	0
Debt Service	0	0	0
Loan to CCDA	0	0	0
Transfers	0	0	0
Capital Improvements	0	0	0
Contingency	150,000	0	150,000
<b>Total Fund</b>	<b>\$7,712,957</b>	<b>\$28,180</b>	<b>\$7,741,137</b>

### **#2: Central Services Fund – Human Resources/Risk Management**

The FY 2016 Approved Budget includes funding for a Risk/Benefits Manager position as a 1.0 full-time equivalent (FTE). This position is split between Risk Management at .70 FTE and .30 FTE in Human Resources. This action will authorize the increased FTE without any impact to fund balance.

### **#3: General Fund – Community Development**

The FY 2016 Approved Budget includes funding for a 1.0 full-time equivalent (FTE) as a requirement of the Safe Routes to School grant. The budget for the program was approved by Budget Committee. This action will authorize the increased FTE without any impact to fund balance.

### **#4: Capital Improvement Program – Public Works Yard Building Relocation**

A request for additional appropriation totaling \$50,000 is required to build a fabrication shop with restrooms at the Ash Avenue and Burnham Street which will replace the old building that will be removed. As a result, Reserves for Future Expenditures in Sanitary Sewer, Stormwater, Water, and General Fund will decrease by \$12,500 in each fund to offset increases in transfers. The capital program expenditures in General Capital Facilities will increase by \$50,000 offset by the increase in transfer revenues from the other four funds.

**Sanitary Sewer Fund**

<u>Program</u>	<u>Approved</u>	<u>Recommended Change</u>	<u>Adopted</u>
Policy & Admin.	\$0	\$0	\$0
Comm. Develop.	0	0	0
Comm. Services	0	0	0
Public Works	1,960,087	0	1,960,087
Debt Service	0	0	0
Loan to CCDA	0	0	0
Transfers	64,434	12,500	76,934
Capital Improvements	984,693	0	984,693
Contingency	400,000	0	387,500
<b>Total Fund</b>	<b>\$3,409,214</b>	<b>\$12,500</b>	<b>\$3,421,714</b>

**Stormwater Fund**

<u>Program</u>	<u>Approved</u>	<u>Recommended Change</u>	<u>Adopted</u>
Policy & Admin.	\$0	\$0	\$0
Comm. Develop.	0	0	0
Comm. Services	0	0	0
Public Works	1,738,126	0	1,738,126
Debt Service	0	0	0
Loan to CCDA	0	0	0
Transfers	420,856	12,500	433,356
Capital Improvements	1,265,096	0	1,265,096
Contingency	200,000	0	187,500
<b>Total Fund</b>	<b>\$3,624,078</b>	<b>\$12,500</b>	<b>\$3,636,578</b>

**Water Fund**

<u>Program</u>	<u>Approved</u>	<u>Recommended Change</u>	<u>Adopted</u>
Policy & Admin.	\$0	\$0	\$0
Comm. Develop.	0	0	0
Comm. Services	0	0	0
Public Works	8,682,558	0	8,682,558
Debt Service	0	0	0
Loan to CCDA	0	0	0
Transfers	24,869,726	12,500	24,882,226
Capital Improvements	0	0	0
Contingency	500,000	0	487,500
<b>Total Fund</b>	<b>\$34,052,284</b>	<b>\$12,500</b>	<b>\$34,064,784</b>

**General Fund**

<u>Program</u>	<u>Approved</u>	<u>Recommended Change</u>	<u>Adopted</u>
Policy & Admin.	\$899,502	\$0	\$899,502
Comm. Develop.	4,037,179	0	4,037,179
Comm. Services	22,231,014	0	22,231,014
Public Works	4,118,322	0	4,118,322
Debt Service	0	0	0
Loan to CCDA	0	0	0
Transfers	3,422,436	12,500	3,434,936
Capital Improvements	0	0	0
Contingency	1,120,000	0	1,107,500
<b>Total Fund</b>	<b>\$35,828,453</b>	<b>\$12,500</b>	<b>\$35,840,953</b>

**Facilities Capital Projects Fund**

<u>Program</u>	<u>Approved</u>	<u>Recommended Change</u>	<u>Adopted</u>
Policy & Admin.	\$0	\$0	\$0
Comm. Develop.	0	0	0
Comm. Services	0	0	0
Public Works	0	0	0
Debt Service	0	0	0
Loan to CCDA	0	0	0
Transfers	29,325	0	29,325
Capital Improvements	1,106,100	50,000	1,156,100
Contingency	50,000	0	50,500
<b>Total Fund</b>	<b>\$1,185,425</b>	<b>\$50,000</b>	<b>\$1,235,425</b>

**AIS-2211**

**10.**

**Business Meeting**

**Meeting Date:** 06/09/2015

**Length (in minutes):** 10 Minutes

**Agenda Title:** Adopt CCDA FY 2016 Budget with Adjustments, Make Appropriations, and Impose and Categorize Taxes-Resolution

**Prepared For:** Toby LaFrance

**Submitted By:** Liz Lutz, Financial and Information Services

**Item Type:** Resolution **Meeting Type:** Council  
Business  
Meeting -  
Main

**Public Hearing** Yes

**Newspaper Legal Ad Required?:**

**Public Hearing Publication**

**Date in Newspaper:**

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**Information**

**ISSUE**

Oregon local budget law requires that a budget for the following fiscal year FY 2016 be adopted by the City Center Development Agency Board of Directors prior to July 1, 2015 after approval by the Budget Committee and after a public hearing has been held before the City Center Development Agency Board of Directors.

**STAFF RECOMMENDATION / ACTION REQUEST**

Staff recommends adoption of the FY 2015-2016 budget as approved by the Budget Committee on May 4, 2015, with any adjustments made during the hearing.

**KEY FACTS AND INFORMATION SUMMARY**

The City Center Development Agency Budget Committee (comprised of the City Center Development Agency Board of Directors and five citizens) reviewed the Executive Director's budget on May 4, 2015. The Budget Committee subsequently approved the Proposed Budget and forwarded the budget to the City Center Development Agency Board of Directors for adoption.

Oregon Budget Law gives the governing body of the jurisdiction authority to make certain changes in the Approved Budget prior to adoption. The City Center Development Agency Board of Directors may adjust expenditures up or down as long as the increase in a fund does

not exceed 10% of the fund total.

The total FY 2015-2016 City Center Development Agency Approved Budget is \$1,274,489, including appropriations of \$1,099,498 with the remaining \$174,991 comprising the agency's reserve for future expenditures.

### **OTHER ALTERNATIVES**

By Oregon law, the FY 2015-2016 budget must be adopted by the City Center Development Agency Board of Directors prior by July 1, 2015.

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

NA

### **DATES OF PREVIOUS CONSIDERATION**

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#### **Fiscal Impact**

**Cost:** \$1,274,489

**Budgeted (yes or no):** Yes

**Where Budgeted (department/program):** N/A

#### **Additional Fiscal Notes:**

The total FY 2015-16 Approved Budget is \$1,274,489, including appropriations of \$1,099,498 with the remaining \$174,991 comprising of the agency's Reserve for Future Expenditure. Adoption by the CCDA Board will authorize staff to spend the appropriations.

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#### **Attachments**

CCDA Budget Resolution

Exhibit A-CCDA

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CITY OF TIGARD, OREGON  
CITY CENTER DEVELOPMENT AGENCY  
RESOLUTION NO. 15-

A RESOLUTION ADOPTING THE FISCAL YEAR 2015-2016 BUDGET, WITH ADJUSTMENTS, MAKING APPROPRIATIONS, AND IMPOSING AND CATEGORIZING TAXES.

WHEREAS, a hearing by the City Center Development Agency Budget Committee on the budget document, as proposed by the Executive Director, was held on May 4, 2015, where all interested persons were afforded an opportunity to appear and be heard with respect to the budget; and

WHEREAS, the budget for the City Center Development Agency for the year beginning July 1, 2015 was duly approved and recommended to the City Center Development Agency Board of Directors by the regularly constituted Budget Committee at its meeting on May 4, 2015, after proceedings in accordance with Chapter 294, Oregon Revised Statutes; and

WHEREAS, a summary of the budget as required by Chapter 294.438 was duly published in the Tigard Times, a newspaper of general circulation in the city in accordance with Chapter 294.448; and

WHEREAS, a hearing by the City Center Development Agency Board of Directors on the budget document as approved by the Budget Committee, was duly called and held on June 9, 2015, where all interested persons were afforded an opportunity to appear and be heard with respect to the budget.

NOW, THEREFORE, BE IT RESOLVED by the City Center Development Agency that:

SECTION 1: The City Center Development Agency Board of Directors adopts the budget for FY 2015-16 as approved by City Center Development Agency Board of Directors following the budget hearing on June 9, 2015.

SECTION 2: The amounts appropriated for each fund for the fiscal year beginning July 1, 2015, are shown on the attached – Exhibit A Schedule of Appropriations as approved by Budget Committee on May 4, 2015 with adjustments made by the City Center Development Agency Board of Directors during the hearing on June 9, 2015.

SECTION 3: The City Center Development Agency Board of Directors certifies to the county assessor of the County of Washington, Oregon a request for the maximum amount of revenue that may be raised by dividing the taxes under Section 1c, Articles IX of the Oregon Constitution and ORS Chapter 457.

SECTION 4: This resolution is effective immediately upon passage.

PASSED: This \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Chair – City of Tigard  
City Center Development Agency

ATTEST:

\_\_\_\_\_  
Recorder – City of Tigard City Center Development Agency

# EXHIBIT A - SCHEDULE OF APPROPRIATIONS

Fund	Program	Proposed	Budget Committee Changes	Approved	Council Changes	Adopted
Urban Renewal Debt Service						
	Policy and Administration	0	0	0		
	Community Development	0	0	0		
	Community Services	0	0	0		
	Public Works	0	0	0		
	Debt Service	278,498	-59,300	219,198		
	Loan to CCDA	0	0	0		
	Transfer	116,000	59,300	175,300		
	Capital Improvements	0	0	0		
	Contingency	0	0	0		
		394,498	0	394,498		
Urban Renewal Capital Improvements						
	Policy and Administration	0	0	0		
	Community Development	0	0	0		
	Community Services	0	0	0		
	Public Works	0	0	0		
	Debt Service	0	0	0		
	Loan to CCDA	0	0	0		
	Transfer	0	0	0		
	Capital Improvements	200,000	505,000	705,000		
	Contingency	0	0	0		
		200,000	505,000	705,000		
All Funds						
	Policy and Administration	0	0	0		
	Community Development	0	0	0		
	Community Services	0	0	0		
	Public Works	0	0	0		
	Debt Service	278,498	-59,300	219,198		
	Loan to CCDA	0	0	0		
	Transfer	116,000	59,300	175,300		
	Capital Improvements	200,000	505,000	705,000		
	Contingency	0	0	0		
		594,498	505,000	1,099,498		

**AIS-2273**

**11.**

**Business Meeting**

**Meeting Date:** 06/09/2015

**Length (in minutes):** 10 Minutes

**Agenda Title:** TriMet -Tigard Transit Police IGA renewal

**Prepared For:** Alan Orr **Submitted By:** Lisa Shaw,  
Police

**Item Type:** Motion Requested **Meeting Type:** Council  
Business  
Meeting -  
Main

**Public Hearing** No

**Newspaper Legal Ad Required?:**

**Public Hearing Publication**

**Date in Newspaper:**

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**Information**

**ISSUE**

This is a renewal IGA between the City of Tigard, TriMet and the City of Portland that will maintain the current level of sworn officers assigned to the Transit Police Division from the Tigard Police Department. The current agreement expires on June 30, 2015. The renewal will begin July 1, 2015 and will continue to renew through June 2020.

**STAFF RECOMMENDATION / ACTION REQUEST**

Staff recommends renewal of the TriMet IGA.

**KEY FACTS AND INFORMATION SUMMARY**

This renewal IGA that will maintain the current level of sworn officers assigned to the Transit Police Division from the Tigard Police Department: four (4.0) police officers and one (1.0) police sergeant. The agreement period will begin on July 1, 2015 and will automatically renew for each of the next five years ending in 2020 unless either party requests termination sooner. Each year of the subsequent renewals, the City of Tigard Police Department will submit an annual budget and an updated list of officers to TriMet's Safety Director in preparation for the upcoming year.

**OTHER ALTERNATIVES**

There are no alternate funding sources available to support the existing Tigard staff assigned to the Transit Police Division if the renewal is not approved.

## COUNCIL OR CCDA GOALS, POLICIES, MASTER PLANS

N/A

## DATES OF PREVIOUS CONSIDERATION

The current IGA with TriMet was originally authorized in June of 2010.

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### Fiscal Impact

**Cost:** 3,700,000  
**Budgeted (yes or no):** yes  
**Where Budgeted (department/program):** 100-0000-44501

### Additional Fiscal Notes:

TriMet will reimburse the City of Tigard on a monthly basis based on the actual expenditures of our officers including salaries, benefits, overtime and a 5% administrative fee. The FY 2015-16 total reimbursement to Tigard is estimated to be \$681,060. The reimbursement for the entire five year life of the IGA is estimated to be \$3.7 million.

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### Attachments

Memo to Council

IGA

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## City of Tigard Memorandum

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**To:** Honorable Mayor and City Councilors

**From:** Alan Orr, Chief of Police *AO 1795*

**Re:** 2015-2020 TriMet – Tigard Intergovernmental Agreement (renewal)

**Date:** May 28, 2015

The purpose of this memo is to inform Council of the upcoming intergovernmental agreement (IGA) renewal between the City of Tigard, TriMet and the City of Portland and to request Council to authorize the City Manager to sign the agreement on behalf of the City. Staff plans to bring this forward on June 9<sup>th</sup>.

### **Overview**

This is a renewal IGA that will maintain the current level of sworn officers assigned to the Transit Police Division from the Tigard Police Department: four (4.0) police officers and one (1.0) police sergeant. The agreement period will begin on July 1, 2015 and will automatically renew for each of the next five years ending in 2020 unless either party requests termination sooner. Each year of the subsequent renewals, the City of Tigard Police Department will submit an annual budget and an updated list of officers to TriMet's Safety Director in preparation for the upcoming year.

As in prior agreements, officers assigned to the Transit Police work together to provide a visible presence throughout the transit system, take calls for service, make arrests and conduct investigations as needed in order to ensure the safety of TriMet riders throughout the region.

### **Costs**

TriMet will reimburse the City of Tigard on a monthly basis based on actual expenditures of our officers including salaries, benefits, overtime and a 5% administrative fee. The FY 2015-16 total reimbursement to Tigard is estimated to be \$681,060. The reimbursement for the entire five year life of the IGA is estimated to be \$3.7 million.

### **Timeframe**

TriMet has requested that we return the IGA to them signed by early to mid-June, so that they may circulate the document within the City of Portland as well as through their own internal process in order to have a fully executed IGA by the end of June. We have been working with the TriMet over the past two weeks since the draft agreement became available in order to review appropriately with Risk and Contracts as well as to confirm TriMet's estimated costs.

If I may provide any additional information or answer any questions about this renewal, please let me know.

**INTERGOVERNMENTAL AGREEMENT  
AMONG THE TRI-COUNTY METROPOLITAN TRANSPORTATION  
DISTRICT OF OREGON, THE CITY OF PORTLAND AND THE CITY OF TIGARD  
FOR TRANSIT POLICE SERVICES**

Contract No. GS150821LG

**This Agreement is entered into among the Tri-County Metropolitan Transportation District of Oregon (“TriMet”), the City of Portland (Portland) and the City of Tigard, pursuant to authority granted in ORS Chapter 190.**

**RECITAL**

TriMet, Portland and the City of Tigard (“the parties”) desire to enter into an Agreement with respect to Transit Police Division services including but not limited to deployment strategy, priority of services and administrative procedures.

**AGREEMENT**

The parties agree as follows:

1. **TERM:** The initial term of this Agreement shall be from July 1, 2015 through June 30, 2016. Thereafter, this Agreement will automatically renew for successive one-year terms through June 30, 2020, unless terminated sooner under the terms of this Agreement.
2. **RESPONSIBILITIES OF PARTIES:** See attached Exhibit A and Exhibits 1 through 4.
3. **TERMINATION:**
  - a. Any party may terminate this Agreement for its convenience and without penalty by giving the other parties thirty (30) days written notice of its intention to terminate.
  - b. If TriMet is unable to appropriate sufficient funds to pay the City of Tigard for their services under this Agreement, TriMet must notify the City of Tigard and Portland and this Agreement shall automatically terminate as of the end of the last fiscal year for which such appropriations are available.
  - c. In addition to the rights afforded under subparagraphs (a) and (b) above, this Agreement may be terminated by a party as a result of a material breach of an obligation by another party to this Agreement as provided by law or in equity. Prior to such a termination, the terminating party must provide the other parties with thirty (30) calendar days written notice of the material breach, including a detailed explanation of the breach during which period the breaching party may cure the material breach (“Cure Period”). If at the end of the Cure Period the breaching party has not cured the default, the terminating party may terminate this Agreement for default and pursue any available legal or equitable remedies.

- d. Any obligations arising prior to the date of termination survive the termination, including any obligation to defend, indemnify and hold harmless any other jurisdiction.

4. INDEMNIFICATION:

Portland and the City of Tigard will be responsible for the work of the officers assigned to the TriMet Transit Police Division.

Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, the City of Tigard shall indemnify, defend and hold harmless TriMet and Portland from and against all liability, loss, and costs arising out of or resulting from the acts of the City of Tigard, its officers, employees, and agents in the performance of this Agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, TriMet shall indemnify, defend, and hold harmless the City of Tigard and Portland from and against all liability, loss, and costs arising out of or resulting from the acts of TriMet, its officers, employees, and agents in the performance of this Agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, Portland shall indemnify, defend, and hold harmless the City of Tigard and TriMet from and against all liability, loss, and costs arising out of or resulting from the acts of Portland, its officers, employees, and agents in the performance of this Agreement.

5. INSURANCE: Each party shall be responsible for providing workers' compensation insurance for their respective employees, as required by law, and may elect to commercially insure or self insure for any other liabilities assumed under this Agreement.
6. ADHERENCE TO LAW: Each party must comply with all federal, state, and local laws and ordinances applicable to this Agreement.
7. ACCESS TO RECORDS: Each party must have access to the books, documents, and other records of the other parties related to this Agreement for the purpose of examination, copying, and audit, unless otherwise limited by law.
8. SUBCONTRACTOR AND ASSIGNMENT: No party shall subcontract or assign any part of this Agreement without the written consent of the other parties.
9. ATTORNEY FEES: In the event a lawsuit is filed to obtain performance of any kind under this Agreement, the prevailing party is entitled to additional sums as the court may award for reasonable attorney fees, all costs, and disbursements, including attorney fees, costs, and disbursements on appeal.
10. SEVERABILITY: The parties agree that, if any term of this Agreement, is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms will not be affected.
11. FEDERAL FUNDING: This Agreement is funded in part by a U.S. Department of Homeland Security Grant Agreement between TriMet and the U.S. Department of

Homeland Security. This Agreement is subject to all provisions prescribed for third party contracts by that financial assistance agreement as set forth in the attached and incorporated Exhibit A.

- 12. ENTIRE AGREEMENT: This Agreement as set forth herein incorporates by reference all of the terms and conditions of Exhibit A and the Exhibits 1 through 4, which are attached hereto and made a part of this Agreement and constitutes the entire agreement among the parties. This Agreement may be modified or amended only by the written agreement of the parties.
- 13. NOTICES: The parties must send any notices, bills, invoices, reports, or other written communications required by this Agreement through the United States Mail, first-class postage paid, or personally delivered to the addresses below:

The parties have caused this Agreement to be executed by their duly appointed officers, authorized to bind the party for which they sign.

**CITY OF TIGARD**  
13125 SW Hall Blvd.  
Tigard, OR 97223

**CITY OF PORTLAND**  
1221 SW 4<sup>TH</sup> Ave.  
Portland, OR 97204

**TRI-COUNTY METROPOLITAN  
TRANSPORTATION DISTRICT OF  
OREGON (TRIMET)**  
4012 SE 17<sup>th</sup> Ave.  
Portland, OR 97202

\_\_\_\_\_  
Martha Wine  
*City Manager*

\_\_\_\_\_  
Charlie Hales  
*Mayor*

\_\_\_\_\_  
Harry Saporta  
*Executive Director, Safety, Security  
Environmental Services*

\_\_\_\_\_  
*date*

\_\_\_\_\_  
*date*

\_\_\_\_\_  
*date*

\_\_\_\_\_  
Mary Hull Cabellero  
Auditor

\_\_\_\_\_  
*date*

Approved as to form:

N/A

\_\_\_\_\_  
Legal Counsel

\_\_\_\_\_  
Tracy Reeve, City Attorney

\_\_\_\_\_  
TriMet Legal Counsel

\_\_\_\_\_  
*date*

\_\_\_\_\_  
*date*

\_\_\_\_\_  
*date*

Exhibits:

Exhibit A – U. S. Department of Homeland Security Grant Requirements

Exhibit 1 – Transit Police Division Administration & Operations

Exhibit 2 – Transit Police Division Staffing Letter

Exhibit 3 – Transit Police Division Personnel Operations

Exhibit 4 – SOP A-20 Transit Police Standard Operating Procedure

## EXHIBIT A

### U.S. DEPARTMENT OF HOMELAND SECURITY GRANT REQUIREMENTS

As used below, the term “Contractor” shall mean the City of Tigard.

#### I. DEFINITIONS

- A. Homeland Security Directive includes any Homeland Security circular, notice, order or guidance providing information about Homeland Security grants, programs, application processing procedures, and Project management, including grant requirements and guidelines.
- B. Government means the United States of America and any executive department or agency thereof.
- C. Homeland Security means the United States Department of Homeland Security (DHS) or its Office for Domestic Preparedness, and including but not limited to the Federal Emergency Management Agency (FEMA).
- D. Third Party Subcontract means a subcontract at any tier entered into by Contractor or a subcontractor, financed in whole or in part with Federal assistance originally derived from Homeland Security.

#### II. FEDERAL REQUIREMENTS

- A. Homeland Security requires that a grant recipient require that any contractor employed in completion of a DHS grant project comply with the applicable requirements of Title 2, Part 200 of the Code of Federal Regulations (C.F.R.), the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, the terms and conditions of which are incorporated herein by reference. In addition, any such contractor shall require each of its subcontractors employed in the completion of the project to comply with the foregoing requirements
- B. Contractor shall at all times comply with all applicable terms, conditions, regulations, policies, procedures and Homeland Security Directives, including without limitation those listed directly or by reference in the financial assistance agreement between TriMet and the Homeland Security, as they may be amended or promulgated from time to time during the term of this Agreement, which shall be deemed to be incorporated herein. Contractor’s failure to so comply shall constitute a material breach of this Agreement. Contractor agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by Homeland Security. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

- C. All Homeland Security mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any requests which would cause TriMet to be in violation of the Homeland Security terms and conditions.

### **III. ACCESS TO RECORDS**

- A. Contractor agrees to provide TriMet, Homeland Security, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions.
- B. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. Contractor agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than six years after the later of: (a) the date of termination or expiration of this Agreement or (b) the date Contractor receives final payment under this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case Contractor agrees to maintain same until TriMet, Homeland Security, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- D. Contractor agrees to include paragraphs A, B, and C above in each third party subcontract financed in whole or in part with Federal assistance provided by Homeland Security. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

### **IV. DEBARMENT AND SUSPENSION**

This Agreement is a covered transaction for purposes of 2 CFR Part 200. As such, Contractor is required to verify that none of Contractor, its principals, as defined at 2 CFR Part 180, or affiliates, as defined at 2 CFR Part 180, are excluded or disqualified as defined therein. By signing this Agreement, Contractor makes a material representation of fact relied upon by TriMet that Contractor has complied with 2 CFR Part 180. If it is later determined that Contractor knowingly rendered an erroneous representation of compliance with 2 CFR 200, in addition to and without limitation of the remedies available to TriMet, the Federal Government may pursue any available remedies, including but not limited to suspension and/or debarment. In addition, Contractor is required to comply with 2 CFR Part 200 throughout the term of this Agreement, and must include the requirement to comply with 2 CFR Part 200 in any lower tier covered transaction it enters into.

### **V. NO FEDERAL GOVERNMENT OBLIGATIONS TO CONTRACTOR**

- A. TriMet and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the Government, the Government is

not a party to this Agreement and shall not be subject to any obligations or liabilities to TriMet, Contractor, or any other party (whether or not a party to that Agreement) pertaining to any matter resulting from the underlying Agreement.

- B. Contractor agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by Homeland Security. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**VI. CONTRACT WORK HOURS AND SAFETY STANDARDS** *(applicable to non-construction contracts in excess of \$2,500 that employ laborers or mechanics)*

- A. **Compliance:** Contractor agrees that it shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-330) and 40 U.S.C. 3701-3708 as applicable, as amended and as supplemented by Department of Labor regulations (29 C.F.R. Part 5), which are incorporated herein.
- B. **Overtime:** No contractor or subcontractor contracting for any part of the work under this Agreement which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- C. **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause in Paragraph B of this section, Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph B of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph B of this section.
- D. **Withholding for unpaid wages and liquidated damages** – TriMet shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph C of this section.
- E. **Subcontracts** - The contractor or subcontractor shall include in any subcontracts the clauses set forth in paragraphs A through D of this section and also a clause requiring

the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs A through D of this section.

## **VII. NOTICE OF REPORTING REQUIREMENTS**

Contractor shall comply with the reporting requirements of Homeland Security stated in 2 CFR Part 200.328. The Contractor agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by Homeland Security. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

## **VIII. COPYRIGHTS**

- A. Contractor agrees that Homeland Security shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes:
1. The copyright in any work developed with the assistance of funds provided under this Agreement;
  2. Any rights of copyright to which Contractor purchases ownership with the assistance of funds provided under this Agreement.
- B. Contractor agrees to include subparagraph A above in each third party subcontract financed in whole or in part with Federal assistance provided by Homeland Security. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

## **IX. PATENT RIGHTS**

- A. General. If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under this Agreement, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, TriMet and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the Homeland Security. Unless the Government later makes a contrary determination in writing, irrespective of the Contractor's status (large business, small business, state government or instrumentality, local government, nonprofit organization, institution of higher education, individual), TriMet and Contractor agree to take the necessary actions to provide, through Homeland Security, those rights in that invention due the Government in accordance with 44 CFR Part 13.36(i) (8).
- B. The Contractor also agrees to include paragraph A above in each third party subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by Homeland Security.

## **X. ENERGY CONSERVATION REQUIREMENTS**

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub L. 94-163, 89 Stat.871). Contractor agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by Homeland Security. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

In addition, to the extent applicable, Contractor shall comply with the requirements of 2 CFR Part 200.322 regarding procurement of recovered materials.

## **XI. ENVIRONMENTAL REQUIREMENTS**

- A. Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. Contractor agrees to report each violation of these requirements to TriMet and understands and agrees that TriMet will, in turn, report each violation as required to assure notification to Homeland Security and the appropriate EPA regional office.
- B. Contractor agrees to comply with applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401, et seq. Contractor agrees to report each violation to TriMet and understands and agrees that TriMet will, in turn, report each violation as required to assure notification to Homeland Security and the appropriate EPA Regional Office.
- C. Contractor agrees to include the requirements at paragraphs A, B and C above in each third party subcontract exceeding \$150, 000 financed in whole or in part with Federal assistance provided by Homeland Security.

**CERTIFICATION**

**REGARDING LOBBYING**

*Certification for Contracts, Grants, Loans, and Cooperative Agreements*

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The City of Tigard certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any.

Executed this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

By: \_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Title of Authorized Official

## EXHIBIT 1

### TRANSIT POLICE DIVISION ADMINISTRATION & OPERATIONS

#### 1. SERVICE LEVEL

For the term of this Agreement, the City of Tigard will provide one or more full-time officer(s) for assignment to the Transit Police Division (hereinafter Division), in such numbers and classifications as the parties mutually agree in writing, by letter among the City of Tigard Police Chief, the Transit Police Division Commander and TriMet's Executive Director - Safety, Security and Environmental Services ("Executive Director") with such letter in the form set forth in Exhibit 2. If a vacancy of any of the agreed-upon number of officers is not filled within 90 days, the parties agree that TriMet may reassign the opening to another jurisdiction, to provide officer(s) to the Division. The City of Tigard personnel assigned to the Division will remain employees of the City of Tigard and will not be considered employees or agents of TriMet or the City of Portland (Portland). For purposes of this Agreement, the officer(s) assigned to the Division will be referred to as assigned to the TriMet Transit Police Division.

#### 2. OPERATIONS

a. Deployment Strategy and Priority for Services: The parties recognize that they have legitimate interests in the management and deployment of officers assigned to the Transit Police Division. The parties will work together to ensure:

- (1) Visible Presence: The priority for Transit Police deployment is presence on the transit system vehicles and at transit system public facilities.
- (2) Calls for Service: In general, response to 9-1-1 calls for transit system incidents shall be responded to by local law enforcement from the respective jurisdiction.
- (3) Arrests: Arrests on the transit system incidents shall be by the respective Transit Police or local law enforcement that originated action on the incident.
- (4) Law Enforcement Support: Transit Police and local law enforcement shall be responsible for law enforcement support activities for their respective primary areas of responsibility.
- (5) Enforcement: Transit Police enforcement shall focus on TriMet ordinances, including fare enforcement, and State and City laws to help ensure the security of passengers, employees, and transit system property.
- (6) Problem Orienting Policing: Transit Police deployment shall focus on identified problem areas, routes and/or transit centers/transfer points based on data relative to the greatest needs for "preventive action"; using community policing strategies whenever possible.

- b. Agency Cooperation and Coordination:
- (1) The parties will work closely and continuously communicate with each other to ensure that the resources, strategies, work force deployment, and initiatives of TriMet, Portland, and the City of Tigard are coordinated and effective.
  - (2) The Commander, TriMet Transit Police Division, or his/her designee, will coordinate contact with the parties to insure that the resources, strategies, work force deployment, and initiatives of the Division and those of the respective law enforcement agencies are coordinated and effective.
  - (3) The City of Tigard agrees to work cooperatively in an effort to increase reporting of TriMet related incidents. The City of Tigard agrees to provide to the Division TriMet coded reports, data, and records. TriMet agrees to make available to the City of Tigard, through the Division, particular data, reports, records, etc. that will assist in fulfilling the mission as outlined in this document.
- c. Officer Seniority: Determination of officer seniority of the Transit Police Division for purposes of making shift, vacation, holiday, and overtime assignments shall be according to the attached Exhibit 3.
- d. K-9 Unit Training Facility: TriMet has entered into a ground lease (hereinafter "Lease") with the Port of Portland effective September 17, 2007 for the use of certain premises (hereinafter "Premises") to house explosives storage magazines in support of TriMet's training requirements to maintain U.S. Department of Homeland Security, Transportation Security Administration ("TSA") certification for K-9 units. Certain Transit Police Division personnel as designated by TriMet and TSA will be authorized to access and utilize the Premises for purposes of TriMet's K-9 unit training in accordance with the Lease terms. The City of Portland agrees that the work and operations of the Division including assigned transit police personnel, with respect to activities relating to the Premises, are subject to and shall comply with all provisions and requirements of the Lease, the terms of which are incorporated into and made part of this Agreement, and specifically any obligations of TriMet as Lessee.
- e. Body Cameras: It is the intent that sworn officers will wear body cameras, subject to the Subsidiary Agreement law enforcement jurisdictions and Portland reaching mutual written agreement regarding the use of body cameras. Portland shall be responsible for the Division's purchase, implementation and use of body cameras.
- f. Supplemental Police Services: TriMet agrees to pay for supplemental Division police services on an intermittent basis to assist the Division in responding to occasional community impacts or surges that require additional policing. The Executive Director must approve the use of supplemental Division police services prior to deployment by the Division Commander. Once approval is received from

the Executive Director, the Division Commander will submit in writing to the Executive Director the name of the Subsidiary Agreement jurisdiction providing the supplemental police services, and the number and names of personnel being assigned.

- g. Term of Assignment: Officers assigned to the Transit Police Division shall serve a minimum of three (3) years. The term of assignment may be extended upon mutual agreement by TriMet and the City of Tigard. In the event of a hardship, the City of Tigard shall notify TriMet in writing explaining the hardship. The term of the assignment shall be revised as mutually agreed upon.

### 3. REIMBURSEMENT OF COSTS

- a. Personnel Costs: The City of Tigard must pay the salaries, overtime, insurance, retirement, and other benefits (“Personnel Costs”) of its respective personnel serving in the TriMet Transit Police Division. The City of Tigard shall invoice TriMet monthly for all actual incurred Personnel Costs for such Division personnel. Administrative fees charged by the City of Tigard to TriMet in connection with billings shall not exceed the sum of 5% of direct costs of salaries, overtime, insurance, retirement and other benefits paid to its personnel (Personnel Costs) assigned to the Division. TriMet agrees to compensate the City of Tigard within thirty (30) days after receiving the invoice. Invoices should be submitted to TriMet, Attn: Accounts Payable-FN4, 4012 SE 17<sup>th</sup> Avenue, Portland, OR 97202.
- b. Training/Meeting Costs. Training and meeting costs must be pre-approved by the Commander. Transit Police personnel must follow training protocols established by their respective agencies and complete the necessary paperwork to attend training. Trainings must be scheduled at least 30-days in advance. If approved by the Commander, the Commander shall forward the training/meeting cost requests to TriMet’s Executive Director for final approval.
- c. Equipment and Uniforms: The City of Tigard shall assign officers to Transit Police with a standard uniform and a complement of personal equipment at its own expense. Non-personal equipment purchased at TriMet expense specifically for Transit Police shall be for the exclusive use of Transit Police, regardless of title. Personal equipment (such as but not limited to TASERs) purchased by TriMet for the use of officers from other agencies that do not provide such equipment shall remain for exclusive use within Transit Police, regardless of title.

Expenses associated with routine replacement of uniform and equipment damaged or worn-out in normal use shall be billed to TriMet subsequent to pre-approval by the Executive Director.

Operating costs for equipment (such as but not limited to telecommunications, radios and mobile telephones) shall be billed to TriMet subsequent to pre-approval by the Executive Director. Monthly equipment replacement reserve costs for those items Portland manages in that manner shall be billed to TriMet.

The City of Portland shall be responsible for its incurred expenses in performing this Agreement unless authorized and approved by the Executive Director in accordance with this subparagraph d.

- d. Any reimbursement by TriMet of costs or expenses incurred by Portland or Subsidiary Agreement jurisdictions in the performance of this Agreement not included in subparagraphs (a) and (b) above, shall be subject to the Executive Director's prior authorization and approval, including but not limited to expenditures for supplies, vehicles, equipment and uniforms.
- e. Amount: Before December 1<sup>st</sup> of each year of this Agreement, the City of Tigard must submit to TriMet a proposed annual budget for services under this contract for next fiscal year (July 1 through the following June 30). The parties will then agree on the compensation to be paid by TriMet for services to the City of Tigard under this Agreement. If the parties cannot agree on such compensation by June 1<sup>st</sup>, any party may elect to terminate this Agreement without penalty.



## **EXHIBIT 3**

### **TRANSIT POLICE DIVISION PERSONNEL OPERATIONS**

It is the intent of this Agreement: (1) to recognize that the TriMet Transit Police Division (Division) is staffed by police officers from multiple jurisdictions, each covered by their respective collective bargaining agreements, but that shifts, days off, vacations and overtime need to be assigned in a fair and equitable manner; (2) to provide for assignment of shifts, days off, vacations and overtime by seniority; (3) to allow for the change of shift hours of operation and to re-allocated positions and days off within certain shifts to maintain an appropriate balance of field strength.

#### **THE PARTIES AGREE THAT:**

1. Current and future the City of Tigard officers assigned to the Division will use the City of Tigard date of hire seniority as the means to select shifts, days off, vacations and overtime.
2. Current and future the City of Tigard officers assigned to the Division will abide by the provisions of this Exhibit 3.
3. Seniority shall be defined as the length of uninterrupted service by the officer in his/her agency within the officer's classification following the officer's most recent appointment. Time spent in the Armed Forces, on military leaves of absence, other authorized leaves and time lost because of duty-connected disability shall be included in length of service. If an officer who has been promoted reverts to a position she/he formerly held, the officer's seniority shall be the sum of the seniority earned in the promotional class and in the class to which the officer reverts.
4. Subject to staffing needs and maintaining efficiency of the Division/Detail, seniority shall be the prime factor in the selection of shifts and days off provided the officer is otherwise qualified. Seniority shall govern in the selection of vacation and holidays.
5. In the case of voluntary transfer and/or assignment, the seniority of an officer shall apply immediately to the officer's choice concerning holidays and vacations. The transferring officer may not use seniority to bump another officer's shift or days off until 45 days from the date of the written request.
6. In case of involuntary transfer and/or assignment, the seniority of an officer shall apply immediately to the officer's choice concerning holidays and vacation. In the event of an involuntary transfer, the Division shall accommodate the shift and/or days off preferences of transferring officers immediately, and shall not involuntarily bump any other officer for at least thirty (30) days from the time the bumped officer receives notice of the bump. The transferring officer may not use seniority to bump another officer's shift or days off until 30 days from the date of the written request.
7. For the purposes of this Agreement, the phrase "Transferring Officer" shall refer to an officer desiring to change shifts, days off or assignments, or an officer who is involuntarily transferred.

8. The Division shall prepare a form to be used by officers desiring to transfer from one shift, assignment, or day off configuration to another within the same reporting unit. For the purposes of this Agreement, this form shall be referred to as the "Transfer Request Form." The Transfer Request Form shall contain a place for transferring officers to indicate their preferences with respect to shifts and days off.

9. A transferring officer may complete a Transfer Request Form at any time. If the officer is seeking or anticipating a transfer, the officer shall file the Transfer Request Form with a Division Lieutenant. If the officer is seeking a change in days off or shifts which do not involve a transfer between reporting units, the Transfer Request Form shall be filed with the officer's shift commander. The Division will forward a copy of the Transfer Request Form to the location of the anticipated transfer.

10. In the event of a change in days off or shifts that do not involve a change in reporting units, the time frames referred to in Sections 5 and 6 of this Exhibit 3 shall begin to run when the transferring officer submits the Transfer Request Form.

11. When the Division knows that an officer's preferences as indicated on a Transfer Request Form will result in the displacement of the shift or days off of another officer (referred to herein as the Transferred Officer), the Division shall notify the Transferred Officer as soon as possible of the fact that he or she may be bumped.

12. The Division shall accommodate the shift and/or days off preferences of transferring officers on a faster time schedule than that contained in Sections 5 and 6 of this Exhibit 3, if, in the Division's judgment, it is operationally sound to do so, provided that no other affected officer is bumped from his or her days off or shift who objects to the accommodation.

13. An officer may exercise seniority to bump another officer for shift and days off only once in ninety (90) days.

14. **Vacations.** Employees shall be allowed to select two vacation periods on the basis of seniority. Each vacation period must be of a minimum duration of one day. Vacation time shall be scheduled by the Division with due consideration being given to requests from officers which shall be determined among officers of equal rank by seniority; provided, however, that each officer shall be permitted to exercise the right of seniority only once each year. The sign-up deadline for the exercise of seniority in the selection of vacations shall be March 15 for the calendar year running from April 15 through April 14 of the following year.

15. **Holiday Assignment.** Where the shift strength is reduced or increased on holidays, consistent with the needs of the Division, assignments shall be offered to the most senior officer. Except for an emergency, the Division shall provide a minimum of ten (10) days' notice of any deviation from normal shift strength so that officers may plan the use of their time.

A. Where shift strength is reduced, the most senior officer scheduled for duty on the shift shall be offered the option of working or not. Where shift strength is increased, the most senior officer on the shift shall be offered the option of working or not.

B. For purposes of this section, New Year's Eve and Christmas Eve shall be treated as holidays.

16. **Seniority for Vacation Purposes upon Transfer.** If an officer is involuntarily transferred, the Division shall honor the officer's pre-selected vacation times, and shall not disrupt the pre-selected vacation time for other officers in the division to which the officer is involuntarily transferred. If an officer accepts a voluntary transfer, the Division shall attempt to accommodate, to the extent possible, the officer's pre-selected vacation times.

17. **Shift Overtime.** Where the overtime is not directly related to activities begun by an officer during the officer's regular shift, and where the planned overtime is anticipated to be four (4) hours or more in duration, the overtime shall be offered, in the order of seniority, to officers in the Division. Once each eligible officer has had the opportunity to work shift overtime in a pay period, officers may once again use their seniority to work shift overtime as described above, and the seniority list shall rotate in the same fashion thereafter. The Division shall maintain a list in each reporting unit upon which officers must place their names indicating a willingness to work shift overtime. If an officer is incorrectly passed over for shift overtime, the officer shall be allowed to work a makeup overtime assignment within the next two pay periods following the discovery of the error. The officer and the Division shall mutually agree upon the makeup overtime assignment, which shall not displace another officer's already-selected overtime assignment. An officer who has been incorrectly passed over shall not be otherwise entitled to compensation for the missed overtime.

18. **Work Hours.** An officer will normally be given adequate advance notice of any change in the officer's regular hours of work, except where an emergency (an emergency is defined as an unforeseen event affecting the Division's ability to perform its mission) exists. Notice given less than forty-eight (48) hours (or seventy-two [72] hours under the Four-Ten Plan) before the officer is to begin work under the changed schedule entitles the officer to compensation at the overtime rate for those hours not exceeding eight (8) hours that are earlier, later, or different from the hours the officer last worked in a work day. A police officer is not entitled to compensation under the overtime rate if the officer is otherwise entitled to compensation under the same hours of work, or if shift changes are the result of a voluntary transfer or promotion.

19. **Discipline.** Discipline and discharge of the City of Tigard officers assigned to the Division will be the responsibility of the City of Tigard and in accordance with the Collective Bargaining Agreement between the City of Tigard and the Tigard Police Officer's Association.

20. **Citizen Complaints.** All citizen complaints concerning the City of Tigard officers to be referred to the City of Tigard with the finding copied to the Commander, Transit Police Division. The City of Tigard agrees to:

- A. Maintain a police accountability system as described at subsections (B) through (G) below.
- B. Provide an accountability system intake point to which the other participating Transit Police jurisdictions ("jurisdictions") can refer or deliver complaints about the City of Tigard officers working in the Transit Police Division.
- C. Receive, review and evaluate all complaints referred or delivered by the other jurisdictions concerning its officers who work in the Transit Police Division.

- D. Deliver all complaints about an officer who works in the Transit Police Division received from citizens or generated by peace officers to the accountability system intake point of the subject officer's employing jurisdiction.
- E. Absent a conflict with ORS 181.854 (3), permit investigators from other jurisdictions to share information with their counterparts investigating or reviewing an incident involving a Transit Police Division officer.
- F. Adhere to Portland Police Bureau Transit Police Division SOP A-20 (Exhibit 4) to the extent it does not conflict with the City of Tigard labor agreement and agency procedures or directives.
- G. Conduct joint investigations when necessary and appropriate.

21. **Collective Bargaining Agreement.** All other terms and conditions of any current Collective Bargaining Agreement between the City of Tigard and the Tigard Police Officer's Association shall remain in effect as to other issues not addressed by this Exhibit 3. In the event of a conflict between such Collective Bargaining Agreement and this Exhibit 3, the provisions of such Collective Bargaining Agreement shall govern.

EXHIBIT 4

**TRANSIT POLICE STANDARD OPERATING PROCEDURES**

**SOP:** A-20  
**EFFECTIVE:** April 1, 2012  
**REVIEW:** April 1, 2014

**SUBJECT:** Non-Criminal and Criminal Investigations Involving Transit Police Members

**PURPOSE:**

To establish a process for handling non-criminal and criminal investigations that respects all rights and privileges under the affected member's collective bargaining agreement and the member's agency policies.

**DEFINITIONS:**

*Partner Agency:* Any police agency that has a current Intergovernmental Agreement with the Tri-county Metropolitan Transit Authority to supply law enforcement services.

*Non-criminal Complaint:* A complaint made against an officer or deputy where there are no allegations of criminal conduct.

*Criminal Investigation:* An investigation to determine criminal culpability.

*Lead Agency:* The agency taking primary responsibility for the non-criminal or criminal investigation.

**POLICY:**

**Non-Criminal Investigations**

Non-criminal complaints received by the Transit Police Division (TPD), Internal Police Review (IPR) or any partner agency will be referred to the respective member's agency for disposition. The member's agency will be the lead agency and will be responsible for processing/investigating the complaint using their policies.

**Criminal Investigations**

Complaints or events that warrant a criminal investigation will be referred to the jurisdiction of occurrence. The jurisdiction of occurrence will become the lead agency. The lead agency will be responsible for processing/investigating the incident using their policies.

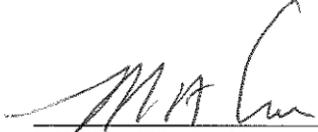
**Cooperation**

All partner agencies acknowledge that investigations should be thorough and completed without unreasonable delay. Partner agencies will cooperate with the lead agency in an investigation, to the extent allowed by their (partner agency) policies and collective bargaining agreements, to ensure the investigation is thorough and completed in a timely manner.

**Notifications**

When the lead agency receives a complaint or opens an investigation where there is alleged misconduct by a TPD member, the lead agency will notify the TPD commander and the employing agency as soon as possible.

At the completion of each investigation the lead agency will apprise the TPD commander and the employing agency of the findings.



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MICHAEL A. CREBS  
Commander Portland Police  
Transit Police Division