



City of Tigard
Tigard Business Meeting – Agenda

TIGARD CITY COUNCIL

MEETING DATE AND TIME: September 22, 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

VIEW LIVE VIDEO STREAMING ONLINE:

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

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

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



City of Tigard

Tigard Business Meeting – Agenda

TIGARD CITY COUNCIL

MEETING DATE AND TIME: September 22, 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

6:30 PM

- STUDY SESSION

- A. COUNCIL LIAISON REPORTS - **6:30 p.m. estimated time**
- B. EXECUTIVE SESSION: The Tigard City Council will go into Executive Session to review and evaluate, pursuant to standards, criteria, and policy directives adopted by the governing body, the employment-related performance of a public officer, under ORS 192.660(2) (i). All discussions are confidential and those present may disclose nothing from the Session. Representatives of the news media are allowed to attend Executive Sessions, as provided by ORS 192.660(4), but must not disclose any information discussed. No Executive Session may be held for the purpose of taking any final action or making any final decision. Executive Sessions are closed to the public. - **6:45 p.m. estimated time**

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) These items are considered routine and may be enacted in one motion without separate discussion. Anyone may request that an item be removed by motion for discussion and separate action. Motion to:
 - A. APPROVE CITY COUNCIL MINUTES:
 - July 28, 2015
 - August 18, 2015
 - August 25, 2015
 - B. CONSIDER A MOTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF BEAVERTON REGARDING A JOINT LAND PARTITION
 - C. CONSIDER A PROCLAMATION DECLARING OCTOBER 11-17, 2015 AS COMMUNITY ACTION WEEK

• *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. CONSIDER A MOTION AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT WITH THE TIGARD-TUALATIN SCHOOL DISTRICT REGARDING JOINT USE OF PROPERTY - **7:40 p.m. estimated time**
5. CONSIDER A MOTION APPROVING AGREEMENTS BETWEEN THE CITY OF TIGARD AND TIGARD LITTLE LEAGUE AND THE CITY OF TIGARD AND SOUTHSIDE SOCCER CLUB - **7:45 p.m. estimated time**
6. CONSIDER A MOTION AUTHORIZING A COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION FOR COMMERCIAL STREET SIDEWALK PROJECT - **7:55 p.m. estimated time**
7. CONSIDER A MOTION AUTHORIZING THE CITY MANAGER TO SIGN A US DEPARTMENT OF COMMERCE EDA GRANT APPLICATION FOR THE HUNZIKER INFRASTRUCTURE PROJECT - **8:00 p.m. estimated time**
8. NON AGENDA ITEMS
9. EXECUTIVE SESSION: The Tigard City Council will go into Executive Session to discuss exempt public records under ORS 192.660(2) (f). 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. - **8:05 p.m. estimated time**
10. ADJOURNMENT - **9:30 p.m. estimated time**

AIS-2072

A.

Business Meeting

Meeting Date: 09/22/2015

Length (in minutes): 15 Minutes

Agenda Title: Council Liaison Reports

Submitted By: Norma Alley, Central Services

Item Type: Update, Discussion, Direct Staff

Meeting Type: Council
Business
Mtg - Study
Sess.

Public Hearing: No

Publication Date:

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

Attachments

No file(s) attached.

AIS-2370

3. A.

Business Meeting

Meeting Date: 09/22/2015

Length (in minutes): Consent Item

Agenda Title: Approve City Council Meeting Minutes

Submitted By: Norma Alley, Central Services

Item Type: Motion Requested

Meeting Type: Consent
Agenda

Public Hearing:

Publication Date:

Information

ISSUE

Approve City Council meeting minutes.

STAFF RECOMMENDATION / ACTION REQUEST

Approve minutes as submitted.

KEY FACTS AND INFORMATION SUMMARY

Attached council minutes are submitted for City Council approval:

- July 28, 2015
- August 18, 2015
- August 25, 2015

OTHER ALTERNATIVES

N/A

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

N/A

DATES OF PREVIOUS COUNCIL CONSIDERATION

N/A

Attachments

[Draft July 28, 2015 Meeting Minutes](#)

[Draft August 18, 2015 Meeting Minutes](#)

[Draft August 25, 2015 Meeting Minutes](#)



City of Tigard

Tigard City Council Meeting Minutes July 28, 2015



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

Staff Present – City Manager Wine, Assistant City Manager Newton, Public Works Director Rager, City Engineer Faha, City Recorder Krager, and Communications Specialist Owens

A. COUNCIL LIAISON REPORTS

Councilor Goodhouse reported on attending a King City Republicans update on the SW Corridor. He responded to some concerns and incorrect information they had regarding urban renewal projects and public/private partnerships. He updated them on the North Dakota bridge and responded to questions on the community center ballot measure. Councilor Woodard asked for their opinion on that and Councilor Goodhouse said they were not in favor due to concerns about taxes, recreation resources already in the area, and confusing information.

Council President Snider reported that interviews were held for Library Board members.

B. BRIEFING ON CAPITAL IMPROVEMENTS PLAN (CIP) PROJECTS

City Engineer Faha gave a retrospective report on CIP projects from last fiscal year. She showed a PowerPoint of 21 projects and described the unexpected things occurring over the year that necessitated a budget or schedule adjustment.

Parks: The Dirksen Nature Center project was delayed when Tualatin Riverkeepers shared with the city their summer camp schedule and staff decided not to be under construction during that busy time. Grants were listed as a project under the Dirksen Nature Park heading due to their importance in funding many of the improvements. The city secured a Nature in Neighborhoods grant from Metro with the intention of matching it with a State Parks grant. They did not receive the state grant but found out this project was the very next on the list. Staff will continue to pursue matching funding grants or try to fund it internally.

The Tigard Street Trail is another project that did not receive a grant and was put on hold. But this fiscal year staff will proceed with a Lighter, Quicker, Cheaper project and get it paved.

Summerlake Park Restrooms were installed.

Streets: Walnut Street is a Washington County project and experienced design delays but it is moving along. The Gaarde/McDonald/Pacific project had some budget issues that needed to be handled but is progressing well now.

Added streets projects: Most were Lighter, Quicker, Cheaper projects and the North Dakota Bridge project. North Dakota Street is now open.

Water: (other than the Lake Oswego/Tigard Water Partnership)

Aquifer storage and recovery: The city had to divert manpower resources to the LO/COT projects so some of these projects are off schedule. Public Works Director Rager said it was determined not necessary to get ASR-3 up and running as soon as initially planned. Meanwhile, ASR-2 had issues that required remediation work.

There was a lot of work preparing for the upsized water line replacement along Gaarde/McDonald for future water conveyance. The change was due to more water line relocation work than predicted.

Sanitary Sewer Projects:

Work was done to stabilize Krueger Creek Slope Stabilization (Benchview) which involves sewer and a massively eroding stream channel. Work was done to devise a solution but this project needs to be re-scoped. Staff looked at stabilizing the bank but they recognized that this is a much larger project. Ms. Faha said the city needs to develop a wholistic solution to erosion problems coming off of that side of Bull Mountain that includes storm water controls at the upper end as well as bank stabilization, or the stabilization will not hold.

In response to a question from Councilor Henderson, City Engineer Faha said the city has budget problems in the sanitary sewer fund. That is the issue with the East Tigard Sewer project. The sewer work needs to be done and Clean Water Services will pay for design work and a federal grant will also be sought. This is the area off of Hunziker and Wall Streets and the sewer line needs replacement. City Manager Wine referred to Ms. Faha's comment on the sewer fund budget and said council is aware through the budgeting process that the sewer fund needs some long-term solutions. There may be a sewer surcharge or the potential to receive funding from other agencies. It has opened a broader, regional question about agencies charging one another for utility fees. Staff will report back to council on this in the fall. Mayor Cook said two court cases have been decided in favor of cities doing this but there is still a political battle.

Storm water: The Copper Creek project was an example of a project where funding from one project was diverted to another. Copper Creek had an eroding stream channel off of Durham Road running towards the Tualatin River. There were two issues; none of the land was in city ownership and money had been diverted to the River Terrace project for the Storm Water Master Plan and new storm water design standards for large regional facilities. The new design standards are in place. However, another element in that project is what to do with the south River Terrace storm water where there is not a lot of area for regional storm water facilities.

TIGARD CITY COUNCIL MEETING MINUTES– July 28, 2014

Options include piping excess water to the Tualatin River or stabilizing and enhancing stream channels to handle more flow. To do that work the city needed access onto property outside of the city limits and outside the urban growth boundary and it was an effort to get access to examine the stream channels. This has put the project off a few months to figure out a solution to this problem. Public Works Director Rager gave City Engineer Faha credit as she was given this difficult project right after she started at the city and the city is blessed to have her and her storm water background. He said it was a tremendous amount of work with a very accelerated schedule to develop the storm water standards in time for the River Terrace developers who wanted to start building as soon as possible.

Other: The Permit Center building wrap went well last year and the second phase started July 1. The first phase was completed early. There are some rot issues in some exterior walls in the Town Hall building.

Engineering is also helping with gateway monuments, the new dog park and the Zuber house demolition. Engineer Faha showed slides of the award-winning Derry Dell Creek remeander and boardwalk, pavement management program and Summerlake Park bathrooms. Lighter, Quicker, Cheaper projects included filling sidewalk gaps.

City Engineer Faha highlighted two documents produced last fiscal year, the design standards for River Terrace Boulevard and the storm water design standards. She showed a map with regional storm water facilities which are larger (about an acre in size) that will also be park-like, community amenities with recreation, education or habitat components. She showed a slide of images for desired wall and fence components in the regional storm water facilities.

C. BRIEFING ON AN INTERGOVERNMENTAL AGREEMENT WITH CLEAN WATER SERVICES REGARDING EROSION CONTROL SERVICES

City Engineer Faha briefed council on a proposed IGA with CWS contracting erosion control inspection services. The agreement would free up the time of an engineering technician who is currently performing these tasks. This will help with the workload for development review and public facility inspections. The increased workload is primarily due to the pace of new development applications in River Terrace and other areas of the city. The IGA requires CWS to invoice monthly for actual services. Anticipated costs are \$50,000 and \$80,000 annually. In the past two fiscal years the city has collected \$28,000 and \$34,000 in fees to support Tigard staff that provided this service. City Engineer Faha said staff will watch the amount of fees coming in and evaluate actual costs and fees. Public Works Director Rager said an advantage to contracting this service is that development can ebb and flow and if it drops down, the city would not be put in the position of having to lay off staff. Council agreed that this IGA could be placed on a future consent agenda.

ADMINISTRATIVE ITEMS:

Council Tailgate at Tigard High – Assistant City Manager Newton is working on the details for this outreach event. Summerfield has offered to host council for a winter event at their clubhouse.

TIGARD CITY COUNCIL MEETING MINUTES– July 28, 2014

Consultant Lenny Borer will be calling councilors regarding the August 31 groundrule training.

This week's council newsletter will have the schedule for Tigard's National Night Out events on August 4.

1. BUSINESS MEETING – July 28, 2015

- A. At 7:33 p.m. Mayor Cook called the Tigard City Council to order.
- B. City Recorder Krager called the roll.

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

- 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 Area Chamber of Commerce – No report was given.
- C. Citizen Communication – No one signed up to speak about an item not on the agenda. Mayor Cook announced there will be opportunities to speak on two agenda items later in the meeting.



3. CONSENT AGENDA:

A. APPROVE CITY COUNCIL MINUTES

- April 14, 2015
- May 26, 2015
- June 15, 2015
-

Councilor Woodard moved to approve the Consent Agenda. The motion was seconded by Councilor Henderson. The motion passed unanimously.

TIGARD CITY COUNCIL MEETING MINUTES– July 28, 2014

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

4. APPROVE APPOINTMENTS OF THREE LIBRARY BOARD MEMBERS AND TWO ALTERNATES

Council President Snider moved to approve Resolution No. 15-36. Councilor Woodard seconded the motion. There was no further discussion. City Recorder Krager read the number of title of the resolution.

RESOLUTION NO. 15-36 – A RESOLUTION APPOINTING MICHELLE TAYLOR, NICCI WALKER AND COLE WEBER TO THE TIGARD LIBRARY BOARD FOR A TERM OF FOUR YEARS, EFFECTIVE JULY 1, 2015 THROUGH JUNE 30, 2019; AND APPOINTING BECKY GAUTHIER AND ROARKE VAN BRUNT AS ALTERNATES FOR A TWO YEAR TERM, EFFECTIVE JULY 1, 2015 THROUGH JUNE 30, 2017

Mayor Cook conducted the vote and Resolution No. 15-36 passed unanimously. Library Board Member Cole Weber was present and Mayor Cook presented him with a city pin.

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

5. QUASI-JUDICIAL PUBLIC HEARING – DIRKSEN NATURE PARK WETLANDS COMPREHENSIVE PLAN AMENDMENT

- a. Mayor Cook opened the public hearing.
- b. City Attorney Rihala read the public hearing procedures, a copy of which was available at the front of the room.
- c. Declarations or Challenges – Mayor Cook asked if any members of Council wished to report any ex parte contact or information gained outside the hearing, including site visits.



Council President Snider said he had been at the site. Mayor Cook said he had been at the site numerous times.

TIGARD CITY COUNCIL MEETING MINUTES– July 28, 2014

Mayor Cook asked if all members of Council had familiarized themselves with the application. They said they had.

Mayor Cook asked if there were any challenges from the audience pertaining to the Council's jurisdiction to hear this matter or if there was a challenge on the participation of any member of the Council. None noted.

- d. Staff Report – Associate Planner Pagenstecher gave the staff report. He introduced the city's Project Coordinator Staedter and Conservation Technix Consultant Steve Duh. He gave a brief summary of the staff report. A site map was displayed on the screen. He said the city is requesting an amendment of the Comprehensive Plan Map and Significant Wetland Inventory to remove 0.12 acres from the Wetlands and Stream Corridor map to accommodate the future installation of two trail boardwalks in Dirksen Nature Park for the purposes of environmental education and resource enhancement. The impacts to wetlands are necessary to fulfill this purpose. He said this contrasts with the recent request from A & O Apartments, which sought to remove four times as much wetland inventory to avoid additional private development costs such as structured parking and taller buildings. Those impacts were discretionary. He emphasized these impacts are required to obtain the education and resource enhancement purposes.

Mr. Pagenstecher said the land is under Goal 5 protection so conflicting uses are prohibited. The proposal is to limit conflicting uses to two areas and noted the importance of evaluating usage of these areas to weigh two competing "goods." Wetlands are good but so is public education and resource enhancement. Approval would sacrifice a minor amount of wetland for substantial benefit. This trade-off has been considered generally through public processes supporting park acquisition and development, and specifically through the applicant's Economic, Social, Environmental and Energy (ESEE) report. Letters of support have been received from the Tualatin Riverkeepers and the Oregon Department of Fish and Wildlife. One letter in opposition was received from Sue Bielke, in which she identified three issues regarding a city promise of 100-percent protection, agreed location for boardwalks and a protected conservation easement mitigation site.

Mr. Pagenstecher said as shown in the findings, the proposal meets the criteria. At a June 6, 2015 Planning Commission meeting hearing a person from the Tualatin Watershed Council testified in support. The Planning Commission voted unanimously to recommend City Council approval.



Steve Duh, Conservation Technix, P. O. Box 12736, Portland, OR 97212 said the proposal is consistent with past feedback in park master plans regarding the layout and design of the property, approved by Park and Recreation Board in June of 2012. The primary purpose of the boardwalks is environmental education for park users and to provide safe, accessible platforms for community groups, students and Tualatin Riverkeeper classes to view and begin to understand the nature and importance of these wetland areas without damaging them or disturbing wildlife. In the areas of the proposed boardwalks numerous existing rogue trails traverse sensitive lands as a result of historic uncontrolled

TIGARD CITY COUNCIL MEETING MINUTES– July 28, 2014

access. This caused significant damage to the wetlands. A secondary benefit of the boardwalks is to eliminate the rogue passageways through the wetlands to provide a managed, controlled access and restore previously damaged areas. The boardwalks will save and protect the wetlands while enhancing environmental education opportunities and allowing accessible passage into two unique and different wetlands on the park site. He said in many ways the boardwalks are the single more important component of restoration plans for the site.

Mr. Duh said the ESEE analysis details three alternatives under each category. The alternatives are to fully prohibit, fully allow or allow in a limited matter. The ESEE outlines the pros and cons of each aspect. It was recommended in the ESEE and approved by the Planning Commission that allowing in a limited manner best controls patron access while removing rogue trails and facilitating onsite education, a foundation of the Dirksen Nature Park unique within the Tigard parks system. The project has been supported by the Tualatin Riverkeepers, the Tualatin River Watershed Council and the Oregon Department of Fish and Wildlife. Leading up to the conditional use plan put forward a year and a half ago the project was approved by Clean Water Services, Department of State Lands and the U. S. Corps of Engineers.

Engineering Project Coordinator Staedter addressed Ms. Bielke's letter of opposition. She said the city purchased the property to use as a nature park and the boardwalk is the best application to protect the wetlands and associated wildlife. The boardwalks are located per the original master plan and were discussed with the public group working on the master planning process in 2011. Neither boardwalk is located in a wetland mitigation area. No mitigation area exists where these will be placed. She noted that Ms. Bielke said the Trust for Public Lands purchased the property to preserve it. They did, but they also funded the beginning stages of the education program and assisted with gaining funding that had education components tied to it. The boardwalks are needed for students to access these areas without damaging the resource.

Ms. Staedter said when Tigard identifies significant wetlands, its own city regulations say they cannot be touched. In this rare case, staff wants to take a wetland out of protection to protect it. The wetland will grow right underneath the boardwalks. Rogue trails crossing through both wetlands can be abandoned. There are approximately 2,000 children going through this site each year through Tualatin Riverkeeper camps, Fowler Middle School students and other users. Infrastructure needs to be in place to allow them access that will protect the resource.

Council President Snider commented that this was not envisioned when the city's overall wetlands regulations were developed.

Councilor Henderson asked if the staff presentation was the same as that given to the Planning Commission. Ms. Staedter said it was and Councilor Henderson asked if they had questions. Ms. Staedter said the Planning Commission delved more deeply into the ESEE analysis and a lot of discussion was held about the difference between this case and another recently in which they ruled in another direction.

TIGARD CITY COUNCIL MEETING MINUTES– July 28, 2014

e. Public Testimony

Proponents –

Brian Wegener, representing Tualatin Riverkeepers, 11675 SW Hazelbrook Road, Tualatin, OR, said the Riverkeepers are partners with the City of Tigard on this site, running their environmental education programs in cooperation with the city. He said they are up to 1,500 students in the field trip program and about 100 summer camp attendees. He said, “You will never, ever see me before you again asking you to take a wetland of the inventory.” He said development can damage wetlands but they can also be “loved to death” by too much foot traffic. Not only is there traffic from field trips and camps but Fowler Middle School students walk to and from school through the park. Boardwalks are the best management practice to prevent people from doing any damage but still experience the great wonders of this site which has such a diversity of habitats within a small area. They are requesting council remove a small amount of wetland inventory in order to protect the area and enhance the education program. He commented on coordination of volunteer management between the Riverkeepers and Ms. Staedter for projects such as tree planting and removal of invasive plant species.

April Obert, Tualatin River Watershed Council, P. O. Box 338, Hillsboro, OR, said she was present in support of the Comprehensive Plan Amendment. The Dirksen Nature Park is a special place. The wetlands have been getting a lot of use and they need protection. The Watershed Council is in favor of residents of all ages having the ability to see the natural resources and from those educational experiences develop a desire to protect and provide stewardship of our watershed in the future.

Opponents - None

- f. Staff Recommendation: Associate Planner Pagenstecher said staff recommends approval of the removal of .12 acres of wetland inventory and adoption of the ordinance.
- g. Mayor Cook closed the public hearing.
- h. Council Discussion and Consideration –

Councilor Woodard said it was a great idea and the city needs more of these opportunities in wildlife areas so kids can experience them.

Mayor Cook said he helped create those rogue trails as a kid. He said while this will not do away with all of the rogue activity, it will be curtailed and most people will stay on the boardwalks.

Councilor Henderson said he supported the wisdom of the planning commission and was in favor.

Councilor Goodhouse moved to approve Ordinance No. 15-13. Council President Snider seconded the motion.

TIGARD CITY COUNCIL MEETING MINUTES– July 28, 2014

City Recorder Krager read the number and title of the ordinance.

ORDINANCE NO. 15-13 AN ORDINANCE APPROVING COMPREHENSIVE PLAN AMENDMENT CPA2015-00002, TO REMOVE .12 ACRES OF LOCALLY SIGNIFICANT WETLANDS FROM THE “TIGARD WETLAND AND STREAM CORRIDOR MAP” INVENTORY

City Recorder Krager conducted a roll-call vote of Council. Mayor Cook announced that Ordinance No. 13-15 passed unanimously.

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

6. **CONSIDER RESOLUTIONS APPROVING SUBMITTAL OF PROPOSED CITY OF TIGARD CHARTER AMENDMENTS TO THE VOTERS**



Assistant City Manager Newton presented this item and said each charter amendment will be considered separately with a separate resolution to submit the amendment to the voters.

First Charter Amendment

Ms. Newton said if the first resolution is approved the charter would be amended to allow city council members to seek city offices while in their current position on the council. Staff put a short survey on the website on this proposed amendment and the feedback was split; 28 in support and 24 not in support.

Councilor Henderson said the survey helped him understand this issue from more than his initial point of view. He said the more he looked at this the more he had doubts the public would pass it and he will vote against it.

Council President Snider noted that Councilor Henderson’s thoughts on this had evolved. He found the survey comments interesting. Many were negative and showed a fair number of people think council has full-time elected positions and would be distracted if running for another full-time office. He suggested the survey was not worded well if it created this much confusion. He was not aware that so many people believed council is employed by the city.

Mayor Cook said he did not think council’s votes should be based on what they think the public will do. He added that neither of these charter amendments should apply to sitting councilors. He said if that part is changed he could support this.

TIGARD CITY COUNCIL MEETING MINUTES– July 28, 2014

Councilor Woodard gave a scenario he thought might not be balanced. If a new councilor is elected and is off cycle with the mayor's position, he may run against a four-year councilor and the mayor. Three people would then be running for the same seat. If the inexperienced councilor is elected, the city loses an experienced mayor and councilor at the same time. He said this was difficult to resolve.

Councilor Goodhouse said he supported it by relating it to a corporation. Experienced people should be promoted and be allowed to run for an opening without resigning their current position. If an experienced councilor was not elected to the mayor's position, it is not the best thing for them to lose their existing position, because their experience will be lost to the city. He said the way the terms are staggered now, two can run without affecting the time left on their seat and two could not. This amendment is more equitable and gives the citizens more candidate choice and a more experienced council.

Council President Snider moved for approval of Resolution No. 15-37 but it will not apply to current council. Councilor Goodhouse seconded the motion.

Mayor Cook asked if anyone in the audience wanted to speak on this proposed charter amendment.

Cole Weber, 12414 SW 72nd Avenue, Tigard, OR, said the situation seems dangerous to have someone running for office when they already have a position and would be splitting time between two separate jobs. He said because the elected positions require significant time and energy it might be detrimental to the other councilors and would involve competition between them. He said he understands the benefit of being able to run for mayor without risking their own position.

Mayor Cook responded that Mr. Weber's first concern happens already. He said he campaigned for mayor while serving as mayor. A councilor can campaign for Metro Council, for example, while serving on the council. He said council is required to spend a certain amount preparing for meetings and making appearances, but other than that we cannot control someone's volunteer time.

Councilor Goodhouse clarified that an elected official cannot hold two positions. If a councilor ran for mayor and won, they would no longer hold the councilor seat.

Mayor Cook added that this happened in West Linn and Sherwood in the last few months. Two councilors ran against each other for mayor. One was elected mayor and the other kept their seat as councilor. They will have an election to fill the vacant council seat. Tigard's requirement for resignation if running for another open seat is not typical for this area.

City Recorder Krager read the number and title of the resolution.

TIGARD CITY COUNCIL MEETING MINUTES– July 28, 2014

RESOLUTION NO. 15-37 - A RESOLUTION OF THE TIGARD CITY COUNCIL SUBMITTING TO THE VOTERS A PROPOSED CHARTER AMENDMENT TO BE CONSIDERED AT THE NOVEMBER 3, 2015 ELECTION, WHICH WOULD AMEND SECTION 7 OF THE CHARTER TO ALLOW COUNCIL MEMBERS TO RUN FOR CITY OFFICE WITHOUT RESIGNING CURRENT POSITION, BUT DOES NOT APPLY TO CURRENT COUNCIL

Mayor Cook asked if there was further discussion. Councilor Woodard said the issue needs more consideration but acknowledged there was not enough time. Councilor Henderson said through discussions with others he realized this is a confusing measure to put before the people. He said what he does not want to happen is for people to believe that council is changing the rules to benefit themselves.

Mayor Cook conducted a vote on Resolution No. 15-37 noting that it does not apply to current council.

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

Mayor Cook announced that the motion passed by a majority. Assistant City Manager Newton asked City Attorney Rihala to make the language change.

Second Charter Amendment

Assistant City Manager said there is a maximum of sixteen years, with two four-year terms for mayor and three councilor four-year terms. This had reduced support from the survey.

Mayor Cook asked if there was anyone in the audience wishing to speak on this charter amendment.

Reid Iford, 11575 SW Pacific Highway, Suite 151 Tigard, OR said the survey sampling was too small to have any bearing. He said it is a good idea to put this on the ballot. Citizens have their own means of determining how long someone stays in office. He said he thought citizens will support the charter amendment.

Councilor Goodhouse mentioned the issue of a councilor being able to serve two terms and then if elected to mayor would only be allowed one term under the current term limits. That is why council came up with a total of sixteen years. He commented that on a recent trip to Washington DC, Mayor Cook secured a federal grant for Tigard's Wall Street. He is known there and experience is important when representing a community. He said this amendment just adds four years and council is not seeking unlimited terms.

Councilor Henderson said he thought this measure was too complicated for the public to understand. The original discussion was about adding a third term for councilors and this is what he wanted. He said he can support this if the total stayed at twelve years but could not support sixteen years. Councilor Goodhouse said experience is important. Councilor Henderson said it is important to have councilor experience before running for mayor but he did not think anyone would move from mayor to a councilor position. Councilor Goodhouse commented that Mayor Cook was rare in that he was elected mayor without being on the council previously but was well known in the community. Councilor Woodard said he wanted to retain experience.

Council President Snider said a survey size of 62 from a population of 50,000 is a very small number. He said sixteen years is a long time but from a fairness and equity standpoint, he thought that someone with two terms of council experience should be able to serve two terms as mayor.

Councilor Goodhouse said what he noticed most from the survey was the confusion. He suggested changing it to say two terms for council and two terms for mayor.

Council President Snider said the current council is managing millions of dollars of multi-year projects and having some longevity from a policy perspective is the right thing to do. Councilor Goodhouse agreed, saying there needs to be someone with the background to know why something was decided or why someone was hired.

Councilor Woodard said he changed his mind and suggested going back to the original language of sixteen years and letting the people decide.

Councilor Goodhouse moved to approve Resolution No. 15-38. Councilor Woodard seconded the motion.

City Recorder Krager read the number and title of the resolution.

RESOLUTION NO. 15-38 - A RESOLUTION OF THE TIGARD CITY COUNCIL SUBMITTING TO THE VOTERS A PROPOSED CHARTER AMENDMENT TO BE CONSIDERED AT THE NOVEMBER 3, 2015 ELECTION, WHICH WOULD AMEND SECTION 7 OF THE CHARTER TO ALLOW COUNCIL MEMBERS TO SERVE SIXTEEN CONSECUTIVE YEARS INSTEAD OF TWELVE CONSECUTIVE YEARS

Councilor Woodard said when he first brought this up he thought it should apply to current council so you retain their experience.

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

Mayor Cook announced that Resolution No. 15-38 passed by a 3-2 vote.

TIGARD CITY COUNCIL MEETING MINUTES– July 28, 2014

7. CONSIDER RESOLUTION APPROVING SUBMITTAL OF PROPOSED COMMUNITY AND RECREATION CENTER MEASURE TO THE VOTERS

 City Manager Wine introduced this agenda item. She said before council tonight is ballot title language considered at the July 14, 2015, meeting that would be placed on the November ballot and authorizes the city to issue general obligation bonds for a community and recreation center operated by a non-profit organization such as the YMCA. In the interim while the ballot title wording was being prepared, alternative language was proposed by Councilor Woodard. This is attached to the agenda item summary for council discussion and consideration. A question was raised at the last meeting about whether an organization such as the YMCA that had a religious affiliation posed any challenge in terms of city partnership. Council received a memorandum from the city attorney with an opinion that the risk of a problem with that language would be low.

Mayor Cook called on those who signed up to give public testimony on this matter.

 Marsden Smith, 12332 SW Hollow Lane, Tigard, OR 97223 said he and his wife have been Tigard residents for 22 years. He said this is an opportunity for council to provide leadership and get out in front of the crowd to put this on the ballot. He said Tigard is a great place to live to but not a place to go. Even people going to Washington Square do not realize they are in Tigard. He would like to see Tigard as a destination. A YMCA could be a sports or community center or anything else. It could be a destination for people coming from within and outside of the community. He encouraged council to vote yes and put this on the ballot.

 Heather and Joe Jackson, 12275 SW 127th Avenue, Tigard, OR 97223. Heather Jackson said Tigard needs a community center for the kids. There is no place for them to go in the community. The YMCA has been a big part of their lives. They enrolled their children in programs through the YMCA and feel it is a credible organization. Joe Jackson said he has lived in Tigard his entire life and there has never been a community center. He wished there had been one earlier in his life. It gives kids a place to go. He said this needs to happen and will benefit lives.

 Kelly Skopil, 12619 SW 131st Avenue, Tigard, OR 97223, said she and her husband have lived in Tigard for 10 years and have two boys under the age of five. They said they choose to go to the Sherwood YMCA over any local places. We enrolled their boys in swimming classes and she chooses to work out there. They do all of their family functions at the YMCA because they appreciate the values the YMCA has and how they run their programs. She appreciates the leadership their two young boys have and feels they are safe there. A facility like this in Tigard just three minutes from their home instead of a half-hour drive would be a huge benefit and would be an amazing heart of this community that we call home.

Reid Iford, 11575 SW Pacific Highway, Suite 151, Tigard, OR 97223, recognized and thanked Neal Brown. Without Neal, none of this would be happening. He said anyone thinking this is moving too quickly or being rushed needs to be reminded that Neal has been working on this since 1998. His work on this project spans decades, two centuries and two millennia.

TIGARD CITY COUNCIL MEETING MINUTES– July 28, 2014

 David O'Connor, 17413 SE Boardman Court, Portland, 97267, said he was speaking as a young entrepreneur from Portland who is looking to purchase a home and, sometime in the near future, start a family. Tigard is well positioned due to its location to be in a place of prominence. A YMCA or recreation center would be a value-added asset to make Tigard a draw to young families looking to live in a suburb near to Portland that has community values.

 Tom Kerrigan, 12945 SW Ridgefield Lane, Tigard, OR, said he wanted to speak on behalf of the YMCA. He said he and his wife have been residents for 20 years and when their children were in school they were heavily invested in the community as were other parents. When their kids graduated they lost that connection; people moved on and the reason for coming together evaporated. He said he has been trying to reconnect with this community ever since. He said to local government he feels like a taxpayer. To local commerce he feels like a consumer. He needs more and is looking for that web of friends that give vitality to a community. But a community needs a place and that is why he supports the YMCA.

Carter Kruse, 13290 SW Genesis Loop, Tigard, OR 97223, said he was soon leaving for college to study political science and public policy but while in Tigard he studied his own local government. In high school government classes it is shown how a state and city should be run. There should be an equal amount of what the people want and what the city wants and when students look around in Tigard that is not what they see. They are seeing a city that is almost run by city staff. They are seeing projects delayed with little progress in the last months with vote after vote. When people ask him how the community center project is going he has no progress to show them and they are frustrated. He said he did not know how many times he needed to testify that people want this, the students want this and they want it in the downtown. Students are leaving high school and going to college and they do not want to come home in the summer because there is nothing here for them. He said he did not have as many students with him tonight but he said they sent him to give council this message. He said he appreciates council's consideration of this and it has been a pleasure living in Tigard.

Charmin Shiely, 8080 SW Canyon Drive, Portland, OR 97225, said she is a member of the Board of Trustees of the YMCA. She thanked council for considering them and said they would love to partner with the city. Even if they are not selected to operate the center they are excited nonetheless for Tigard to have this opportunity. She grew up in a small town in Alaska and knows how vital this is to a community. Having a community center is critical for youth and older people and the YMCA gives Tigard a great opportunity not only to have a building that provides workout opportunities but the organization also knows how to create community. She said this is a wonderful opportunity for the city and for the YMCA.

Scott Brown, 15755 SW Baker Lane, Tigard, OR 97224, said he saw the mayor at the Rotarians' Ten Grand event and commended the Rotarians for putting on such a fantastic event. He said he and his wife have lived on Bull Mountain for 22 years and in that time have learned the profile of this community as a safe, warm and welcoming community here on the outskirts of Portland. He said he wanted to take an opportunity to share what they have learned, both good and bad. Tigard is a place they have been proud to raise their children in and have experienced the benefit of a good school system. But his kids learned about the bifurcation that occurs on Bull Mountain Road between Tigard and Tualatin. He said he has learned the benefit of an improved trail system and

TIGARD CITY COUNCIL MEETING MINUTES– July 28, 2014

what a great asset this is but have also seen how Highway 99W and Highway 217 subdivide the community. On a good note they have seen the Tigard High football team become a perennial powerhouse. They have seen retail shops cater to their convenience but acknowledge they are serving a greater audience than just them. They saw the new Tigard Library become a valuable facility to the community and also how it represents our values to others.

Mr. Brown said that he and his wife have learned that there is a sorely needed sense of greater community here in Tigard and a real void for a facility that can bring that community together. It is about recreation but there is also a human need to interact and this is what the YMCA could provide. He said his wife and he were very much in support of the proposal. He thanked council and staff for their ongoing consideration and attention to this process. He said he and his wife are thrilled about this opportunity and what it could mean to Tigard and more importantly, so are their children.

Branden (Boy Scout from King City) said the YMCA sounds good to him as a place for high school age kids to go. Instead of doing illegal things, they could hang out in a safe place where groups could meet.

At 8:57 p.m. Mayor Cook announced that council would take a two-minute recess.

Connie Coleman, 7170 SW Lola Lane, Tigard, OR 97223, said she has been a resident three times the length that many of those testifying tonight. She said she has been a resident since Highway 217 was where Hall Boulevard is now. She has watched a lot of change but there is something that has not been addressed. She said people are talking about how great this will be for the kids but there are a lot more people in the community than just the young people. This is going to affect the retirees. Is this addition to their taxes going to push them out of the community? What will the effect be and how much of downtown Tigard will it take out? What this will do to people's taxes and their pocketbooks needs to be considered. This is just like when the vote came to keep the Tigard swimming pool open. When bonds are voted it there is space and time to add something else. It all adds up and people may want to move out of Tigard.



Council Discussion

Councilor Woodard said he submitted two wording changes but wanted to give some background first. He said he grew up in Tigard but when returning home the military wondered what happened. Things had changed. No one talked to each other anymore. It made him want to get involved on the city council. He said he was also asked how this bond will impact others. The City of Tigard taxes (assessed value on homes) are the lowest around so there is room here. He said he realizes this does not make it any easier on those that are struggling, but asked how else can the city attract families with moderate to high incomes so there is something for everyone. He has spoken with people with low to moderate incomes and they realize the value this would have for their families. There is something for everybody and for seniors there are programs that do not cost anything. To maintain a competitive city, council has to make a decision and think about quality of life. He said his intention is not to force people to move away, but putting this in perspective, it is only \$10 a month, the cost of a pizza.

TIGARD CITY COUNCIL MEETING MINUTES– July 28, 2014

Councilor Woodard said he wanted to retain what Tigard has and create community. When he was growing up here parents cared about other parents' kids. Everyone contributed to the community. Kids are missing that now. When it takes two parents to make an income sometimes kids go out and do things they should not do. Then he hears some parents say, "Oh you want to put bad kids with my kids." His response is that there will be a few bad eggs in a group at a community center but he has found that kids just want to be seen and heard. They want to learn and be part of something bigger than themselves. If they do not have that they may end up doing other things.

He said there was a certain amount of risk so we put this language in the ballot title. Council President Snider said he was not comfortable with more than one percent of risk in the event the YMCA failed. The risk has been dealt with per the city attorney. The liability to the tax payer is less than one percent.

He said he also heard Councilor Goodhouse talk about qualified operators. He said in a public private partnership we need to think of risk and control. He suggested adding, "Or other qualified operator in a like facility." The Daxko survey said that 42 percent knew what a YMCA facility was. He said if council wants to bring out the voters and have them understand what they are voting on, the best option would be his Option 2. Option 2 says "... or other qualified operator in a like facility with swimming pool(s) aerobic exercise, classrooms, teen center and child care etc." People relate to and understand that.

Councilor Goodhouse said he has been talking with citizens for the past few weeks and they are finding this more and more confusing. Council agreed on the "skinny" model for the community center with an unknown location and operator. He asked, "What does the public think they are voting on and what are they going to get? What happens if the city picks another location besides the downtown and an operator other than the YMCA? How are citizens going to feel?" He said from a business standpoint he cannot be in favor of this and recommended waiting until there is an operating agreement and we have the details the public needs. He noted there is still a need for a police station and public works yard. He suggested waiting to put it on the ballot until March or November 2016.

Councilor Henderson expressed concerns about language changes making it harder for people to understand. He said his compass tells him this is what people will vote for because they understand it. He said the longer we wait, we are up against many big decisions. If you want to kill this, delay it until later. He said this is something the city has looked at for 20 years. The police station has been mentioned ever since he came on council yet he has never seen anyone put something together for it. He said this is a core value and believes it is the right thing to do. He will vote yes.

Councilor Goodhouse discussed facility needs for the police department. He said they currently have storage in metal containers in the parking lot. He said there are not even enough desks. The police department that serves the city does not have a facility that serves them.

TIGARD CITY COUNCIL MEETING MINUTES– July 28, 2014

Council President Snider spoke regarding concerns about the YMCA language. He said his intent was to try and get language on the ballot that council can live with, is flexible and would not put the city at risk. He said he is becoming less and less comfortable with even having the words, “like the YMCA.” He said it adds clarity but finds behind the scenes activities troubling. He said he was unsure how he would vote.

Councilor Woodard commented on the concern about location and noted that the location is not even listed. The only thing that changed is the phrase, “such as the YMCA.” He said the biggest concern is that people do not have confidence in certain non-profit groups running an organization such as this. The YMCA has a strong brand and people know what it is and what it will mean for the community. He said he understood council’s concern about the YMCA, but if they cannot accept this risk, he had concerns about other risks council takes with taxpayer money on other projects. He said under no condition, from a legal standpoint, does it say that the city must go with the YMCA as legal counsel said. He said the city can start looking at an agreement with YMCA but we do not know how that will end up. He spoke about the survey, paid for with city, YMCA and county money and the survey was excellent. He said he was passionate about it and acknowledged this may have caused some angst because he has not been the perfect politician. He has a recreation background which he wished people would recognize, with almost 30 years in fitness and health and has been a recreation director. He said this is a good deal for the

Council President Snider stated his concern about naming the YMCA is not related to risk; that issue has been resolved. But given certain circumstances he is less convinced they are the best partner. He said he was very troubled about leaving the YMCA language in the ballot title.

Councilor Goodhouse pointed out that Councilor Woodard was speaking about risk from the bond counsel’s perspective and that just reduced the risk for the taxpayer if the operator went out of business. He said it did not address putting in the YMCA name. He said he is not opposed to a community center, fitness or bringing the community together. He said from a business standpoint he cannot support people voting for one thing but there is ballot language for something different. They may scan their ballot and see the words, YMCA and think that is what they will get. He does not want the perception that the city did not give them what they thought they voted for.

Councilor Woodard said if the YMCA wording is removed the ballot measure will fail. There is nothing for people to relate to and it would not be what the survey showed. He said council has an opportunity to instill trust. He was not pleased with what the city did with the 34-10 ballot measure and is sorry he voted for it.

Council President Snider asked Councilor Woodard if he could accept the language prepared by the city attorney, “a non-profit organization such as the YMCA.” Councilor Woodard said he wanted to add a few extra words but he is good with the original language.

Councilor Goodhouse clarified that after public outreach he has learned that the public perception leads him to believe that he would rather have a well-written ballot after the city knows the location and operator. If there is no mention of the YMCA he can support it. He said if the city’s language is completely vague and it does not pass, the details can be worked out and it can go back to the voters.

TIGARD CITY COUNCIL MEETING MINUTES– July 28, 2014

Council President Snider said confusion will happen no matter what is put on the ballot.

Councilor Woodard said he never pinpointed a location and realizes it must come through a public process. He suggested working on an operating agreement to see what it might look like in the event this passes.

Council President Snider asked Councilor Goodhouse what he would need to see to vote in favor of putting this on the ballot. Councilor Goodhouse said he could support it if there is no mention of the YMCA, otherwise, bring it back with more details as they are developed. He said the recent park bond was originally for \$21 million and it failed. The city brought it back for \$17 million and it passed. If the city is vague and it does not pass it can take the time to develop the details and bring it back before the voters again.

Council President Snider said he will reluctantly support it as written, but stated he is less than convinced that the YMCA is the right partner.

Councilor Woodard moved for approval of Resolution No. 15-39 as it is written. Councilor Henderson seconded the motion.

Mayor Cook said the reason he is not going to vote against this is he is in favor of recreation and is actually in favor of a community center. In 2000 he was part of a group that brought forward the Atfalati Recreation District for Tigard and Tualatin. The city council voted 3-2 to put it on the ballot and it ended up getting 46 percent of the vote. Had no councilor voted against it he felt the difference might have been overcome. He said a split vote tonight might possibly hurt the measure's chances.

He said the reason he is unable to vote for it, is timing. The city has a recreation plan that is in place; but has not even seen how it is going to work. There will be a facilities study underway later this year. The city just sold the public works yard for an apartment complex and the police station is undersized for the number of officers, as stated earlier. Also on November's ballot voters will be asked to support a county-wide public safety levy and a county-wide library levy which if passed, will open the Tigard library on Thursday.

Mayor Cook proposed holding this ballot measure over to at least May 2016 or further. Speaking with others in the community, he has heard people say they're in favor of how it is now. Others are saying they would like to see it done like when the city did the library ten years ago, where a place was selected, needs were researched and facilities were chosen before going to a vote. By the time the city went out for a vote, everything was lined up. Because of that he said he is unable to get sufficient information to make a decision, so under Robert's Rules of Order he is going to abstain.

Councilor Goodhouse pointed out that he did not change his mind on this. He commented that he supported it initially because there had been an agreement to leave the YMCA name out of it. Council agreed unanimously but then it came back with the YMCA in it.

TIGARD CITY COUNCIL MEETING MINUTES– July 28, 2014

City Recorder Krager read the number and title of the resolution.

RESOLUTION NO. 15-39 - A RESOLUTION OF THE TIGARD CITY COUNCIL SUBMITTING TO THE VOTERS A REFERRAL TO BE CONSIDERED AT THE NOVEMBER 3, 2015 ELECTION, TO AUTHORIZE THE CITY TO ISSUE UP TO \$34,500,000 OF GENERAL OBLIGATION BONDS FOR A TIGARD COMMUNITY AND RECREATION CENTER

Mayor Cook conducted a vote and announced that Resolution No. 15-39 passed 3-1-1.

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

8. NON AGENDA ITEMS None

9. EXECUTIVE SESSION None held.

10. ADJOURNMENT

At 9:44 p.m. Councilor Woodard moved to adjourn. The motion was seconded by Councilor Goodhouse and passed unanimously.

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

Carol A. Krager, City Recorder

Attest:

John L. Cook, Mayor

Date

TIGARD CITY COUNCIL MEETING MINUTES– July 28, 2014



City of Tigard

Tigard City Council/CCDA Meeting Minutes August 18, 2015

1. BUSINESS/WORKSHOP MEETING – August 18, 2015

A.  At 6:36 p.m. Mayor Cook called the meeting of the Tigard City Council and City Center Development Agency to order.

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. Mayor Cook asked council and staff for non-agenda items. There was none.

2. CONSENT AGENDA: (Tigard City Council) Mayor Cook pulled Item 2.B for separate consideration. Council President Snider moved for approval of the Consent Agenda and Councilor Woodard seconded. Motion passed unanimously.

A. Approve Minutes for:

- April 28, 2015
- June 23, 2015
- July 21, 2015

B. Consider a Resolution to Appoint Members and Alternate Members to the Park and Recreation Advisory Board

RESOLUTION NO. 15-40 A RESOLUTION TO APPOINT WAYNE GROSS AND DAVID BROWN TO FOUR YEAR TERMS AS MEMBERS OF THE PARK AND RECREATION ADVISORY BOARD (PRAB), AND APPOINT TIMOTHY PEPPER AND SARA DARLAND TO ONE-YEAR TERMS AS ALTERNATE MEMBERS

TIGARD CITY COUNCIL/CCDA MINUTES – AUGUST 18, 2015

C. Authorize the City Manager to Sign an Intergovernmental Agreement with Clean Water Services Regarding Erosion Control Services

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

Consent Agenda - Items Removed for Separate Discussion: Item 2.B Resolution 15-40 - Consider a Resolution to Appoint Members and Alternate Members to the Park and Recreation Advisory Board. Councilor Woodard said through the interview process the city was able to retain expertise and add a new member. He said everyone was highly qualified and he was pleased with the process. Mayor Cook commented that it is always good to bring both experience and new energy. Councilor Henderson moved for approval of Resolution 15-40 and Council President Snider seconded the motion. The motion passed unanimously.

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

PRAB alternates Sara Darland and Timothy Pepper were present. Mayor Cook invited them to come forward and receive a City of Tigard pin.

3. CONSIDER RESOLUTION OF SUPPORT FOR WASHINGTON COUNTY COOPERATIVE LIBRARY SERVICES LEVY

Mayor Cook presented this item noting that no staff time or effort was used to prepare it. He said 60 percent of the Tigard Library operating money comes from the county. He asked council if they supported this resolution of support for the Washington County Cooperative Library Services local option replacement levy. Councilor Woodard said both of the Washington County levies are important and he is in support. Council President Snider said the city wants to open the library on Thursdays and passage of this levy will enable the city to do so as recommended by the Budget Committee and the City Council. Council President Snider moved for approval of Resolution No. 15-41. Councilor Woodard seconded the motion.

City Recorder Krager read the number and title of the resolution.

TIGARD CITY COUNCIL/CCDA MINUTES – AUGUST 18, 2015

**RESOLUTION NO. 15-41 A RESOLUTION SUPPORTING THE
WASHINGTON COUNTY COOPERATIVE LIBRARY SERVICES LOCAL
OPTION REPLACEMENT LEVY – MEASURE 34-235**

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

The motion to approve Resolution No. 15-41 passed unanimously.

4. **CONSIDER RESOLUTION OF SUPPORT FOR WASHINGTON COUNTY PUBLIC SAFETY LEVY**

Mayor Cook presented this item and spoke about this five-year levy to maintain public safety services. The levy maintains the same tax rate. It is a county levy but covers many services benefitting cities such as the sheriff’s office, county jail, gang enforcement, SWAT and special task forces, drug court services and all things the city does not provide for with in-house resources. He said some of the funding for the Good Neighbor Center and emergency housing services also comes from this levy. Councilor Woodard added that the county public safety levy maintains an effective juvenile crime prevention system with impressive services. Councilor Henderson mentioned that it also pays for mental health costs.

Council President Snider moved for approval of Resolution No. 15-42. Councilor Henderson seconded the motion. City Recorder Krager read the number and title of the resolution.

**RESOLUTION NO. 15-42 A RESOLUTION SUPPORTING THE LEVY
RENEWAL FOR MAINTAINING PUBLIC SAFETY COUNTYWIDE
SERVICES – MEASURE 34-236**

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

The motion passed unanimously.

5. RECEIVE BRIEFING ON EARLY MARIJUANA SALES IN TIGARD

 City Manager Wine said the question before council is whether early sales of limited quantities of recreational marijuana products will be allowed at medical marijuana dispensaries in Tigard beginning October 1, 2015. State law provides for recreational sales to begin on October 1 to persons at least 21 years of age unless a city takes prohibitive action. There are two issues to discuss. The Tigard City Council put a city marijuana tax in place which bears discussing but the pressing issue is whether or not to ban recreational marijuana early sales. Taking no action means sales will begin October 1, 2015. If council elects to ban sales, an ordinance will need to be considered at the next business meeting.

 Councilor Henderson said this is something the state has done and there will be no revenue value. He said he was unsure how many medical marijuana facilities are located in Tigard but early sales did not seem to serve any valuable purpose. He guessed that some people want to start growing and it would be a way for them to obtain plants and seeds. He commented that this is going too fast and is a change in the law he does not appreciate.

Council President Snider asked how many facilities there are in Tigard. City Manager Wine said there is one operator who has applied and is working on meeting the requirements to open. Council President Snider said it was interesting to him that this will happen unless a city takes action. The state left some local control in place. He said he was leaning towards allowing it to happen but could be convinced otherwise.

Councilor Woodard said he still had questions about conjoined sales of medical marijuana and recreational marijuana and asked about opportunities for black market operations. City Manager Wine said council has already taken action on time, place and manner restrictions. This discussion is in the wake of state actions and staff will return to council in September to discuss taxation questions. Councilor Woodard said recreational and medical marijuana are two separate programs and he has questions about co-location.

Mayor Cook said his point is that people voted for it, making it legal to grow and carry certain amounts of marijuana. He said if we do not allow the sale of seeds and plants at these facilities all that does is enhance the black market for the next 14 months. If a shop comes into Tigard it will be in a visible location where we can see what is going on. People voted for it and the state says it is allowed to be sold in facilities. He mentioned a recent dispensary tour he took with another mayor in Cottage Grove and said the facility was similar to a drug store. He realizes people worried about getting ten or twelve shops but the reality is that Tigard has only one business that has applied and it has not even opened. He did not see this as being burdensome.

Council President Snider said he would have liked to hear Associate Planner Floyd's opinion as he has been the staff expert on this. He asked what action Portland has taken. City Manager Wine said she has no information on what Portland is doing. She said the issues before council are policy and legal questions. The remaining questions relate to administration and taxes.

TIGARD CITY COUNCIL/CCDA MINUTES – AUGUST 18, 2015

Councilor Woodard asked if staff knew how frequent the visits from OLCC agents will occur at the dispensaries. City Manager Wine said she could not recount the OLCC regulations as they relate to dispensary operations but those regulations are in place. Mayor Cook said the OLCC is only regulating the recreational side; the medical marijuana is regulated by the Oregon Health Authority. Council President Snider asked if the state gave the Oregon Health Authority any additional oversight during the early sales period.

Mayor Cook said if a city ban sales, they are banned until recreation sales open but there is a tax free period between October 1 and January 1 with no tax on recreational sales. If the city puts in a ban through next year, it will not receive any of the 25 percent to be collected beginning January 1. City Manager Wine said the city attorney said cities are not disadvantaged in either way if this initial ban is in place. Those cities that elect to ban marijuana sales entirely and place such a measure on the ballot will be preempted from collecting any of the state tax. Finance and Information Services Director LaFrance said that was also his understanding.

Councilor Henderson expressed concern about medical marijuana buyers needing cards but no card is required for recreational marijuana buyers. He said this has not been thought through very well. He said he worried that medical marijuana facilities may become recreational outlets with no regulations.

Council President Snider moved not to place a ban on marijuana early sales. Councilor Woodard said it would not make much difference to ban early sales so he is neutral. He said the Oregon Health Authority will have influence on the OLCC's control and they have had experience with this since the 1990s. Councilor Woodard seconded the motion.

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

Mayor Cook announced that the vote was 3-1 to not put a ban in place. City Manager Wine said the ordinance will be removed from next week's agenda. In response to a question from Council President Snider, Mayor Cook said marijuana taxation will be discussed in September or October.

6. JOINT MEETING WITH THE PLANNING COMMISSION TO RECEIVE A BRIEFING ON THE TIGARD TRIANGLE



Planning Commission President Jason Rogers introduced the members of the Planning Commission present: Vice President Fitzgerald, Commissioner Middaugh, Commissioner Muldoon, Commissioner Schmidt, Commissioner Mooney and Commissioner Enloe.

TIGARD CITY COUNCIL/CCDA MINUTES – AUGUST 18, 2015

Associate Planner and Project Manager for the Tigard Triangle Strategic Plan and Redevelopment Caines gave the staff report. She said much has happened in the year since council's last update. The Transportation Growth Management grant was completed which created the Tigard Triangle Strategic Plan. She said council had in their handouts maps from the Strategic Plan and commented that they will look similar to preferred options seen previously. This plan creates a complete streets grid system, parks, new trails and trail connections within and outside of the Triangle. A key piece is a greenway trail along Red Rock Creek, which is a focus and a way to change the Tigard Triangle from a place to shop and work into a real neighborhood. This plan was taken to an open house in September, 2014 where 100 people visited the website or attended the meeting. Comments included concerns about traffic. The trails and open spaces were popular. While some thought it was too urban, others liked the housing and wanted choices, including affordable housing.

Associate Planner Caines said the next step is to put the regulatory actions in place. The vision shows where we want to go but the code and zoning affect the property owners, developers and potential residents. She said the direction they want to go is towards form-based code. She gave council a handout showing how form-based code could be implemented. The current code examines uses and how to keep them separate. But the Triangle is a mixed-use area where it is desirable to have the uses coincide. The streetscape is very important in a walkable place and traditional code does not consider the relationship between the street and buildings. Lean code comes from lean urbanism. During the recession there was not a lot of development happening and one way to get development going was to bring in big developers who made big changes. But another way is to attract smaller businesses. The idea is to encourage redevelopment and revitalization through shorter review periods, simplified code and scaled infrastructure. She commented that full street sections with curbs and 12-foot sidewalks are not always needed.

Ms. Caines said the city hired Placemakers, a consulting firm specializing in form-based codes. They have worked on many form-based codes and will start the week of September 14. Two open houses are scheduled for that week, one for property owners and one as a venue to show concepts and preliminary street sections and then seek feedback. The consultants will take this information and rewrite the Community Development Code to allow form-based code in the Triangle. Staff will vet it through Metro, Clean Water Services and the Department of Land Conservation and Development (DLCDD) to ensure it is in line with state and regional guidelines. The code changes will come before the Planning Commission and then to Council in February, 2016.

Staff and the Citizen Advisory Committee have been meeting with key stakeholders and Community Development Director Asher. They have met many people who can see this vision. Property owner Tran already has a design and will be ready to go when the code changes are adopted. She is interested in helping project owners take plans and consider concepts as they redesign their projects to make them more in line with the Triangle vision.

Associate Planner Caines updated council on the Metro Community Planning and Development grant. She said the decision has been delayed until September and she will keep everyone updated. She noted two Lighter, Quicker, Cheaper projects were completed. One was filling a sidewalk gap on 68th Street for the Haines overpass and the other is an overlook spot with large boulders and a view to the west. Joanne Bengtson, the city staff person doing the Tigard Walks Program planned a Tigard Triangle Walk recently and ten people showed up for a walk through the area highlighting trail connections and discussing different developments.

TIGARD CITY COUNCIL/CCDA MINUTES – AUGUST 18, 2015



Mayor Cook reported that walkability expert Jeff Speck said some areas in Tigard need more work than others but he had hope for the downtown and the Triangle. Having PlaceMakers on board to rewrite the code is a great advantage and they will be doing exactly what Jeff Speck would promote. Mayor Cook said the hardest thing is the financing and asked the Planning Commissioners if they have discussed it and what methods were identified to finance these projects. Associate Planner Caines said part of the grant will cover consideration of placing in an urban renewal area in the Triangle. She said Finance and Information Services Director LaFrance will be included in the September meetings. She said the project includes more than code updates and the Finance Department is included to help figure out ways to pay for development.

Council President Snider asked the Planning Commission members what they thought of the form-based code concept. Some were familiar with it. Chair Rogers said he would defer to the design professionals on the Planning Commission but his initial concern was if form-based code was a new and controversial process and he was assured it was not. Councilor Henderson said the city considered it in the downtown years ago. Vice President Fitzgerald said she is a design professional and a property owner came to her office and asked her firm to do a study based on the code that was intended to be adopted and it was difficult to get through. It was not easy and did not make a very appealing building. Through the course of that she learned that there are developers interested in putting in housing right away. A lean code will give designers a chance to be more creative. The existing code leads to the built environment all looking the same. A lean code will loosen up some product limiting code restrictions and will be more interesting for design professionals to work with. It will make developers look at it differently and find more ways to get projects to be more cost effective. She said she looks forward to attending the workshops in September and added that she thinks it will be successful. Planning Commissioner Schmidt said he also looks forward to attending the workshops with PlaceMakers. He said he has no experience with lean code but he said anything that makes it simpler for the design professionals to understand and interpret the code is advantageous to the city.

Councilor Woodard said form-based code makes sense. He asked how developers felt about it. Associate Planner Caines said they have not discussed specifics with developers and builders yet but they should like the process because it will make things faster and easier. Vice President Fitzgerald said one concern in the area is the slope. Councilor Woodard asked about opportunities for affordable housing. Vice President Fitzgerald said she knows a colleague that is actively partnering with a group to get some affordable housing in Tigard.

Councilor Henderson asked if there is an area of the Triangle that has more energy or opportunities, and where Ms. Caines would suggest starting in this large development area. Associate Planner Caines said the southern portion is developed and they are looking at redevelopment in the center and towards the north. But too far north there is a small area without sanitary sewer which creates a hurdle. There is a lot of opportunity along 72nd Avenue, and several blocks are vacant between 68th and 69th Avenues. The theater site is perfect for redevelopment. Parking is underutilized and the creek is a great amenity.

Mayor Cook commented that when suburbs were built there were separate areas for schools, houses and industrial uses. He said we want now to live, work and play in the same area and be able to walk to all of those facilities. He asked how to get the code changed everywhere so that can happen and

TIGARD CITY COUNCIL/CCDA MINUTES – AUGUST 18, 2015

how can people be educated so they do not worry about industrial buildings going in next to their residences. Associate Planner Caines said Community Development Director Asher's long range plan is to take what the city learns in downtown and the Triangle and pinpoint where smaller changes can be made in residential neighborhoods to improve walkability and mix of uses.

Councilor Henderson asked if the campus area is targeted more for housing. Associate Planner Caines said the consultant used the word campus for a few reasons. One is the three higher education schools located there, George Fox, Phoenix and American University. The other part of using the term campus was that the sites themselves are large buildings with parking lots and not a lot of streets. These are newer developments so it is hard to get smaller blocks. The development itself is more like a campus where you park in one area and use sidewalks and trails rather than streets to get around.

Planning Commission Chair Rogers talked about a field trip the Planning Commission and some members of council took three or four years ago. Wal-Mart was not there yet and the coffee shop was still in development at that point. They started at one end and drove to the other, taking walks through the area and setting a vision of what this could be in the next ten to twenty years. He said we are still working at it years later but are getting closer. He said it is interesting now to look at the concepts and code and zoning pieces to make this a reality. He said they look forward to hearing from council in the September-November timeframe and then handing it over to council for the code change adoption process.

Council President Snider said this is exciting. Mayor Cook said it is a great project and part of the reason it has been delayed is that the city had so much on its plate. Getting River Terrace into the building process frees up more time to work on other important projects. He said next up are code changes and financing discussions and the lean and form-based codes and affordable housing will need to be calculated into the financing discussions.

Councilor Woodard commented that he went on the tour a few years ago and it was eye-opening to see what was in place and think of what could be. He likes the ideas of the green spaces and a 217 crossing. He encouraged the Planning Commission to move forward with these ideas. Mayor Cook said there are also two proposed crossings over I-5 that are for bikes/pedestrians and one multi-modal crossing over 217 so from a bike/pedestrian standpoint there are three new entrances in and out of the Triangle and that is huge.

CITY CENTER DEVELOPMENT AGENCY

Mayor Cook convened the City Center Development Agency for Agenda Items 7 and 8.

7. PRESENTATION ON TIGARD STREET HERITAGE TRAIL CONCEPT

 Redevelopment Project Manager Farrelly said Resolve Architecture + Planning designers Suenn Ho and John Flynn. will give a presentation and present a PowerPoint on concept designs for the Tigard Street Heritage Trail. He said the project will convert three-quarters of a mile unused rail spur to an off-street walk and bike path that will include lighting, safety fencing, and public space

TIGARD CITY COUNCIL/CCDA MINUTES – AUGUST 18, 2015

where the trail meets Main Street. In 2014 the city signed a 99-year lease with ODOT Rail for the use of the property. The path would stretch from Main Street to Tiedeman Avenue and connect Tigard's neighborhoods with downtown businesses and the transit center. Funding for this project has not yet been secured. In the fall of 2014 Community Development staff organized two focus groups to explore design themes and concepts with Resolve Architecture + Planning. Included were members of the council, City Center Advisory Commission (CCAC), Tigard Downtown Alliance (TDA), Tigard Transportation Advisory Committee (TTAC) and city staff. Resolve submitted preliminary concepts to the CCDA in January 2015. The draft plan has been reviewed by the focus group and the CCAC.

Architect Suenn Ho presented the PowerPoint on trail concepts. She said the major focus of this trail is to connect people with neighborhoods, Tigard's cultural heritage, natural resources and art. The latest direction is to also make it safe, convenient and that it has contemporary amenities such as conveniently placed emergency-police assistance kiosks, clean and safe toilet facilities to ADA standards, drinking fountains and a splash pad. It is a 24-hour open trail so it needs lighting so people can enjoy it anytime they want. She commented that Elise Shearer provided much research on Tigard culture and businesses. The trail will highlight the history of Tigard with signage and business representation and will show the new generations that Tigard has come a long way. She said there is a culture of agriculture and fabrication and Tigard also played a role in the development of railroads in the area. The Heritage Rail Museum provided insights.

Ms. Ho said the trail is in a crescent shape just like Main Street. It can be used to connect with other neighborhoods but the railroad tracks create a challenge on one side. She described the main nodes of the design.

- Area No. 1 (Trail by the Rail) is near Main Street and the transit stop with an opportunity for multi-purpose outdoor purposes or events. The tracks cross here and stories about the railroad can be told. This is a space for markets and multiple types of year around engagement. ODOT said the underside of the bridge can be painted. It creates an outdoor room. The fitness trail can be made to look attractive even when not in use.
- Area No. 2 (The Commons) is the widest area and could connect to BMX bike tracks and is a possible location for a veterans memorial. Heritage trees are a great feature here.
- Area No. 3 (Event State and Movies) is pinched between two industrial buildings and could be a space for night events such as movies or slide shows projected on the building. Tensile canopies could stretch between the buildings and over seating to provide year around public space.
- Area No. 4 (Entry Plaza at Tiedeman Avenue) is the end of the trail and connects it to other neighborhoods. Parking stalls and a trail crossing are provided here.
- Sculptural beacons, lighting and art are provided all along the trail.

She mentioned the passion of the participants and said she hoped the concept design can be tailored to help Tigard get this project funded through a grant.

Redevelopment Project Manager Farrelly said this is still a concept and we do not have funding. He mentioned that put in a trail of pervious asphalt along the right of way so people can use the trail before these design concepts are applied. This was a Lighter, Cheaper, Quicker project.

TIGARD CITY COUNCIL/CCDA MINUTES – AUGUST 18, 2015

CCAC Director Snider observed that the concept seems to miss an important group – young children and the parents that supervise them. He said he did not see anything to grab the attention of that demographic and noted that group was not represented on the advisory committee. He requested that this group be included when designing such large community spaces. He mentioned travelling recently with his family where they stopped at parks along the way and he got many ideas of what could work. Mr. Farrelly said he would be interested in discussing that further with him.

Chair Cook said these are concept plans and can be used when seeking grants to fund the project. He said the city would not use tax dollars for this \$2 million project. He said in the short run the city is using tax dollars to put in a small amount of pavement so the trail can be used for walking or pushing strollers. That is necessary and can be funded by tax dollars. Ms. Ho said the design provides opportunities for naming rights so citizens have a way to engage with different areas as community projects.

Director Henderson asked about the saw tooth part of the trail and was concerned that the city is designing something on property that it does not own. Ms. Ho said the city made it clear to the designers that it did not own this land so anything designed and installed needs to accommodate the ability to relocate. She said they took that into consideration and can relocate the story screens individually or as a group. Chair Cook said part of the space is not owned by the railroad. Mr. Farrelly said staff plans to have a conversation with the owner and if the concept progresses and funding is received the conversation will become more serious. Ms. Ho said it is often easier to start a conversation when you can show someone a concept design. Director Woodard said he suggested the BMX trail and understands that the city does not own the land. He commended the designers for including the concept.

Director Woodard said he appreciated the ADA equipment, noting that he saw many devices at the National Parks and Recreation conference that can be installed for those in wheelchairs and others to do upper body exercising. He said he liked the veterans' wall opportunity at Main Street. This creates the potential for adding items that build memories. He said at each art piece there could be an interactive board showing Tigard history and culture and this would attract repeat visits and become a destination place. He thanked everyone for their involvement and said he hoped some of these ideas could become quicker, faster, cheaper projects.

8. DISCUSSION ON SAXONY PROPERTY REDEVELOPMENT STUDY

Redevelopment Project Manager Farrelly said Resolve Architecture + Planning will be doing the concept study for the Saxony property in the downtown urban renewal area. The city closed on this property in July and its proximity to Fanno Creek and almost 200 lineal feet of Main Street frontage make it a desirable property. Because it was purchased with park bond funds there is a fixed time line to designate which portion, if any, will be used for public space. This must be decided within 20 months of closing, or January 2017. The remaining portion will be sold for private redevelopment and the proceeds will reimburse the park fund. Over the next 12 months, Resolve, staff and a public involvement component will be looking at the site to determine the best use. The scope of work includes site and building design, economic feasibility, taking the design through land use, and public involvement.

TIGARD CITY COUNCIL/CCDA MINUTES – AUGUST 18, 2015

John Flynn from Resolve Architecture+ Planning introduced Will Denecke of Summer Lake Consulting, Inc. who is on their team as development advisor and will be developing a pro forma. Mr. Flynn noted they are at the beginning of an eight or nine month study to examine the potential for development, including a public plaza. He said the idea of a public plaza resonates with both the design team and the advisory committee. Main Street intersects Fanno Creek and is a prime location for a nodal activity for the community. The property consists of two tax lots and is a little less than a half-acre in size. There are four street addresses and the building closed to Fanno Creek is abandoned and dates from the 1940s. The westernmost piece of the property is in Fanno Creek and is non-conforming now. There is currently an elevated structure and an opportunity exists to use that structure for a public plaza extending out over Fanno Creek. There is much non-native and invasive vegetation. The project is subject to regulations overseen by Clean Water Services and FEMA and there are complexities. He showed a slide illustrating constraints on the property. He said there is a small piece of ODOT right of way between the property and Highway 99W.

Mr. Flynn showed slides of constraints due to the creek, vegetative zone, FEMA floodplain, and a wide easement for overhead power lines and some significant sewer underground sewer lines at the east end of the property. Concept sketches were made showing how much building could be made within the constraints. They met with FEMA and Clean Water Services representatives and showed them some ideas on how regulating lines might impact a development approach. He showed concepts for building footprints and different schemes for public plaza areas. Ms. Oh added that the turquoise dots on the drawing do not necessarily denote plants; they could be pedestal art or lighting to celebrate Fanno Creek. It is a good opportunity to connect the two sides of the trail at Main Street.

Mr. Flynn said one question is whether the city can grandfather the existing building that dips its feet into Fanno Creek. FEMA reminded them that any work done in the floodway has to have a zero rise but using the existing footprint was possible. The floor would need to be higher than the base flood elevation. The representative from Clean Water Services wanted a copy of the survey and the drawing to take back and discuss with colleagues where the vegetative corridor should be and also the process for alternative plans. Mr. Flynn said this is a great opportunity to engage the community with Fanno Creek. He commented that people can't engage much with the creek even while on the trail. But this can become a place where people understand how important Fanno Creek is to Tigard. It is a significant element of the Tualatin River Watershed in downtown and could include a water temperature monitor or a fish counter.

Director Henderson inquired if there is an area where the sidewalk may be filled in and Mr. Flynn responded that at the very least they want the building floors to match the level of the sidewalk, which may require filling.

Mr. Denecke said his job is to cue things up for developers. He said he has a development background and has worked on projects such as Bridgeport. He said he was in Tigard six years ago and downtown Tigard has come a long way. He said he believes the bones are there for a significant redevelopment.

Mr. Denecke said he will create a realistic financial analysis, or pro forma, so a developer can come in and make assessments and not have to spend a lot of time doing basic research. He will answer

TIGARD CITY COUNCIL/CCDA MINUTES – AUGUST 18, 2015

the big questions such as how many square feet of development can occur here and what is the range the city would like to see. For developers, bigger is better. He listed some questions developers may have.

- Is there much development flexibility?
- Is this just housing? Is it housing/office/retail?
- Environmental constraints are complicated and extremely important to developers. They do not want to take on any significant liability and it goes beyond an NFA (no further action) letter. The city needs to have a good handle on this.
- Parking will be a significant issue. Just the geometry of this area makes underground parking difficult and there is not much available on the street.
- Will it be at market rate or is the city providing a subsidy?
- How long is the permitting process?
- Is the city reasonable and flexible?
- Is there a neighborhood association opposing this?

Mr. Denecke said downtown Tigard has a lot of potential. He was visiting there Sunday and was impressed with all the activity. He said what the city has accomplished on Main Street is significant and made it a lot more pedestrian friendly. He has been involved in habitat and stream water restoration and noted there is a lot of interest in Fanno Creek. He talked with the Oregon Water Enhancement Board (OWEB) about the possibility of getting funding for restoration and said Tigard has a reasonable chance.

Redevelopment Project Manager Farrelly said the city is assuming some of the risk to get the property entitled and cleaned up. Mr. Flynn said it is a good thing to get started early on with the regulatory agencies. As the project progresses from research to design toward a development proposal, staff will schedule an open house to solicit community stakeholder input as it is learned what will and what won't be acceptable with the regulatory agencies. The CCDA will be kept apprised of the process. Director Snider asked about timing for the next update and Mr. Farrelly said it would be after the open house, most likely in September or early October.

Director Woodard liked the public access on an overlook of the creek and hoped that concept could happen. He expressed concerns about parking. Mr. Flynn said the code requires residential parking on Main Street but does not require parking for commercial or office space however, a developer is going to want to offer parking to a tenant.

Director Henderson said he is glad the city is working on this as it has been a million dollar barrier to success in the downtown. Chair Cook agreed that anything the city can do to improve the look of the area increases the value of nearby properties and encourages building across the street. He said he appreciates the consultants working with FEMA and other agencies and said knowing what must be done ahead of time is important.

TIGARD CITY COUNCIL/CCDA MINUTES – AUGUST 18, 2015

CITY COUNCIL

At 8:40 p.m. Mayor Cook announced that the City Council is reconvened and will be leaving Town Hall for their annual tour of the Police Department Temporary Holding Facility as suggested by the Oregon State Department of Corrections Facilities Inspector. He said the council meeting will be adjourned after the tour.

Councilor Henderson left the meeting at this time.

9. ANNUAL POLICE DEPARTMENT TEMPORARY HOLDING FACILITY TOUR AND INSPECTION

Police Chief Orr led the council on a tour through the police department facility, which is the oldest police department in Washington County. He called attention to the overcrowded areas and commented that there is no more space available in the female officers’ locker room. He read from a 2009 police department space analysis that deemed the current facilities inadequate based on occupancy and seismic requirements. Off-site units are necessary for some storage and this is less than desirable.

In the multi-purpose training/briefing/break room Officer Duncan described a typical police department briefing.

Police Chief Orr and council inspected the temporary holding facility and Chief Orr discussed the usage and limits of such a holding facility and measures taken to ensure prisoner and officer safety.

10. NON AGENDA ITEMS – None.

11 EXECUTIVE SESSION – None.

12. ADJOURNMENT

At 9:14 p.m. the City Council returned to Town Hall and Councilor Woodard moved for adjournment. Council President Snider seconded the motion and the motion passed by a unanimous vote of council present.

	Yes	No
Councilor Woodard	✓	
Mayor Cook	✓	
Councilor Goodhouse (absent)		
Councilor Henderson (left the meeting earlier)		
Council President Snider	✓	

TIGARD CITY COUNCIL/CCDA MINUTES – AUGUST 18, 2015

Carol A. Krager, City Recorder

Attest:

John L. Cook, Mayor

Date

TIGARD CITY COUNCIL/CCDA MINUTES – AUGUST 18, 2015



City of Tigard
Tigard City Council Meeting Minutes
August 25, 2015

STUDY SESSION - 6:30 p.m.

A. COUNCIL LIAISON REPORTS

Councilor Woodard reported the Parks and Recreation Advisory Board (PRAB) will engage in conversation about the ballot measure regarding the recreation center at their September and October meetings. PRAB has requested additional council members be present and the Mayor was amenable to attending the meetings.

Councilor Henderson reported the Willamette River Water Coalition (WRWC) is working on matters, but things are moving slowly due to the group working hard on the Wilsonville pipeline. The WRWC built an intergovernmental agreement with Washington County, Wilsonville and Tualatin Valley Water District and is about six months away from a finished plan. It was also noted that the city of Sherwood recently increased their water rates.

Councilor Henderson reported the Community Development Block Grant (CDBG) Policy Advisory Board is working on redesigning the scoring template. Half of the money from last year is still available to award to applicants. Staff supporting the board examined the accounts and found another \$1 million for the home program.

B. BRIEFING ON AN IGA WITH CWS AND THE CITY OF BEAVERTON REGARDING BARROWS ROAD SANITARY SEWER PHASE 3 PROJECT

Senior Engineering Technician Peck reported this intergovernmental agreement (IGA) is for Phase 3 of the Barrows Road Sanitary Sewer Project which is the last phase for this area. The project is in partnership with Clean Water Services (CWS) and the city of Beaverton. The city of Tigard provides plan review and contributes 7.8 percent of the project costs. The city of Beaverton contributes 7.8 percent and CWS funds the remainder. Bids are expected to open early September.

Council President Snider asked if this agreement is an amendment or a new IGA. Mr. Peck replied it is a new IGA. City Manager Wine clarified the other IGA's have been for street improvements.

Councilor Woodard asked if there were any foreseen budget adjustments. Mr. Peck said the estimates seem solid, but there could always be increases. Councilor Woodard expressed his concern for large budget increases and the city being responsible for those increases. Assistant City Engineer McMillan stated the IGA states the city is responsible for only 7.8 percent of the project budget and would only pay 7.8 percent of increased costs.

City Manager Wine asked council if they were in support of the IGA returning as a Consent Agenda item. Council consensus was for the item to be placed on the Consent Agenda at the September 8 meeting.

C. BRIEFING ON RESOLUTION OF NECESSITY TO ACQUIRE PROPERTY FOR THE 72ND AVENUE AND DARTMOUTH STREET PROJECT

Assistant City Engineer and City Attorney Mohr handed out a resolution, which was entered into the record, for council’s consideration to approve at the Business Meeting. This resolution amends Resolution No. 13-19 where the city obtained four parcels for public right-of-way for a construction project. Three of those four parcels have stipulated judgments entered in the courts on them and all have been signed by the judge. The original owner has asked for some of the land on the remaining parcel to be sold back to him and reduce the right-of-way footprint. If approved by the council the fourth right-of-way will be reduced and a stipulated judgment will be entered in the courts. This will close out the negotiations and all parties can enter into a settlement agreement. Assistant City Engineer McMillan confirmed city staff is comfortable with the reduction in the footprint as the city will retain the right-of-way needed.

Council President Snider thanked them for the briefing and announced this is Item 6 on the Business Meeting Agenda.

D. ADMINISTRATIVE ITEMS

Assistant City Manager Newton reported the Mayor, Council President Snider and herself met with the View Terrace representatives to try to come up with a solution to their concerns over a neighboring development and the safety of pedestrian access on their cul-de-sac if the road was to be put through to their road. The city proposed constructing and paying for a path along the south side of View Terrace to connect to the new development. Responses were received by 13 of 17 and all were not in favor of the path. Concerns expressed were that the path would change the neighborhood too much. Ms. Newton said she was going to contact the View Terrace members and say the staff has done all they can.

Councilor Woodard asked what the status of the development application was. City Manager Martin said she would check on application’s status as it may be withdrawn or expired and will report back to the council.

Assistant City Manager Newton stated the next fifth Tuesday was in December and suggested doing a gathering in January or February at Summerfield. Contact has been made and Summerfield is interested, so if council is in support of that a couple dates are needed to provide to the Summerfield Board to confirm their availability. Council was in support of holding a gathering at the Summerfield clubhouse on either January 21 or 28.

Council President Snider adjourned the Study Session at 7:11 p.m.

1. BUSINESS MEETING – 7:30 p.m.

- A. Council President Snider called the City Council meeting to order at 6:30 p.m.
- B. Deputy City Recorder Alley called the roll:

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

- C. Council President Snider led the Pledge of Allegiance.
- D. Council President Snider asked Council and Staff for any Non-Agenda Items to be heard as Agenda Item 8. None stated.

2. CITIZEN COMMUNICATION

- A. Follow-up to Previous Citizen Communication – None stated.
- B. Citizen Communication – No one signed up.

3. CONSENT AGENDA: (Tigard City Council)

- A. Approve Minutes for:
 - June 9, 2015
- B. Consider a Proclamation declaring September 17-23, 2015 as Constitution Week.

Councilor Woodard moved for approval of the Consent Agenda. Councilor Goodhouse seconded the motion. The motion passed unanimously.

<u>Name</u>	<u>Yes</u>	<u>No</u>	<u>Absent</u>
Mayor Cook			✓
Councilor Goodhouse	✓		
Councilor Henderson	✓		
Council President Snider	✓		
Councilor Woodard	✓		

Council President Snider proclaimed September 17-23, 2015, as Constitution Week and read the proclamation in its entirety.

4. CONSIDER A RESOLUTION APPOINTING MEMBERS TO THE TIGARD YOUTH ADVISORY COUNCIL

City Manager Wine presented the staff report for this item.

Councilor Woodard moved for approval of Resolution No. 15-43. Councilor Goodhouse seconded the motion. The motion passed unanimously.

<u>Name</u>	<u>Yes</u>	<u>No</u>	<u>Absent</u>
Mayor Cook			✓
Councilor Goodhouse	✓		
Councilor Henderson	✓		
Council President Snider	✓		
Councilor Woodard	✓		

5. CONSIDER A RESOLUTION EXPANDING THE TIGARD MUNICIPAL COURT TRAFFIC DIVERSION PROGRAM

Judge O'Brien and Central Services Director Robinson presented the staff report. Judge O'Brien explained he and Ms. Robinson provided an annual court report last February and at that time they asked for an expansion of the diversion program, and council was amenable to bringing back a resolution to expand the program. They were before the council tonight to formally approve that expansion. The structure of the program before the council is similar to other neighboring cities allowing staff to look back five years except it would remain two years for the distracted driving program. This would also be opened up to all ages and provides a valuable educational opportunity. Ms. Robinson added the city does currently provide other programs such as

TIGARD CITY COUNCIL MEETING MINUTES – AUGUST 25, 2015

seatbelt safety class and AARP and finds the completion rate of each program is stable from one to another. It is estimated close to 1,000 people a year are reached through these programs.

Council President Snider announced the diversion program is only for traffic violations and not for crimes. Ms. Robinson said statistically the largest cases seen are speeding citations.

Councilor Woodard asked what the recidivism has been for those that completed the program. Judge O'Brien answered he was not aware of a high frequency of that occurring. Ms. Robinson said staff does not track recidivism, but do check for eligibility. It appears the numbers are relatively low. Ms. Robinson said she was not sure if the software system has the ability to track that.

Councilor Goodhouse moved for approval of Resolution No. 15-44. Councilor Woodard seconded the motion. The motion passed unanimously.

<u>Name</u>	<u>Yes</u>	<u>No</u>	<u>Absent</u>
Mayor Cook			✓
Councilor Goodhouse	✓		
Councilor Henderson	✓		
Council President Snider	✓		
Councilor Woodard	✓		

6. CONSIDER A RESOLUTION OF NECESSITY TO ACQUIRE PROPERTY FOR THE 72ND AVENUE AND DARTMOUTH STREET PROJECT

Assistant City Engineer McMillan and Attorney Mohr presented the staff report and recommended approval of the resolution. Mr. Mohr reported the resolution before the council is amending a resolution of necessity for the Dartmouth Project. This amendment gives back less than 300 square feet to the original property owner and reduces the right of way. It is staff's recommendation to approve the resolution.

Councilor Goodhouse moved for approval of Resolution No. 15-45. Councilor Woodard seconded the motion. The motion passed unanimously.

<u>Name</u>	<u>Yes</u>	<u>No</u>	<u>Absent</u>
Mayor Cook			✓
Councilor Goodhouse	✓		
Councilor Henderson	✓		
Council President Snider	✓		
Councilor Woodard	✓		

7. DISCUSSION ON A POTENTIAL PUBLIC HEARING TO VACATE A PUBLIC UTILITY EASEMENT ON ASH AVENUE

Redevelopment Project Manager Farrelly presented the staff report and noted if the resolution before the council is approved the public hearing will be scheduled for September 15, 2015 to vacate a 100 foot public utility easement adjacent to the old dog park location. This easement is no longer needed and because it is public property a public hearing is required.

Council President Snider clarified there is currently no utility in the easement. Mr. Farrelly replied that is correct.

Councilor Henderson asked if the building going on the site will be sitting on this easement. Mr. Farrelly answered the building will be built to the property line and cover this easement.

TIGARD CITY COUNCIL MEETING MINUTES – AUGUST 25, 2015

Mr. Farrelly asked the council to consider approving the resolution in the staff report which would set the public hearing for September 15, 2015.

Councilor Henderson moved for approval of Resolution No. 15-46. Councilor Goodhouse seconded the motion. The motion passed unanimously.

<u>Name</u>	<u>Yes</u>	<u>No</u>	<u>Absent</u>
Mayor Cook			✓
Councilor Goodhouse	✓		
Councilor Henderson	✓		
Council President Snider	✓		
Councilor Woodard	✓		

8. NON AGENDA ITEMS – None.

9. EXECUTIVE SESSION: Not held.

10. ADJOURNMENT

At 8:00 p.m. Councilor Woodard motioned to adjourn the meeting. Councilor Goodhouse seconded the motion. The motion was approved by a unanimous vote of City Council present.

<u>Name</u>	<u>Yes</u>	<u>No</u>	<u>Absent</u>
Mayor Cook			✓
Councilor Goodhouse	✓		
Councilor Henderson	✓		
Council President Snider	✓		
Councilor Woodard	✓		

Norma I. Alley, Deputy City Recorder

Attest:

Mayor, City of Tigard

Date: _____

AIS-2334

3. B.

Business Meeting

Meeting Date: 09/22/2015

Length (in minutes): Consent Item

Agenda Title: Tigard/Beaverton IGA for Joint Land Partition

Prepared For: Gary Pagenstecher, Community Development

Submitted By: Gary Pagenstecher, Community Development

Item Type: Motion Requested

Meeting Type: Consent
Agenda

Public Hearing: Yes

Publication Date:

Information

ISSUE

Shall Council approve an Intergovernmental Agreement between the City of Tigard and the City of Beaverton to efficiently process a Minor Land Partition of a parcel straddled by SW Scholls Ferry Road, which is located partially within each jurisdiction?

STAFF RECOMMENDATION / ACTION REQUEST

Staff recommends approval of the Intergovernmental Agreement with Beaverton in order to allow for the most efficient processing of the minor partition application for the subject site.

KEY FACTS AND INFORMATION SUMMARY

West Hills Development Company (“West Hills”) is the contract purchaser of a portion of a parcel of land that is presently owned by the Crescent Grove Cemetery Association. The Property straddles SW Scholls Ferry Road on both sides of SW 175th Ave. and SW Roy Rogers Road. The portion of the property north of SW Scholls Ferry Road is located in the Beaverton city limits and the portion to the south of SW Scholls Ferry Road is located in the Tigard city limits. West Hills wishes to partition the property into two new parcels north of SW Scholls Ferry Road (the Beaverton portion) and one new parcel south of SW Scholls Ferry Road (the Tigard portion). Beaverton and Tigard wish to provide an efficient approach to achieving the desired partition that respects the land use regulations of each jurisdiction.

To this end, the cities of Beaverton and Tigard have agreed that the most efficient way to process the application is for the City of Beaverton to take the lead and follow its usual process for review of a preliminary partition. Beaverton planning staff will consult with Tigard planning staff as appropriate during the review process to make certain that Tigard’s concerns are addressed in a timely manner before the preliminary partition application review is complete.

The City of Beaverton will apply the relevant preliminary partition criteria from the Beaverton Development Code to that part of the property within the Beaverton city limits. Beaverton will apply the relevant preliminary partition criteria of the Tigard Development Code to that part of the property within the Tigard city limits. In the event there is an actual conflict between any planning or processing criteria of Beaverton and Tigard, the planning criteria of Beaverton will apply.

The attached Intergovernmental Agreement outlines the details and responsibilities of this review process.

OTHER ALTERNATIVES

The alternative would be to not allow for the partition of the property.

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

Approval of this agreement would be supportive of Comprehensive Plan Goal 2, Land Use Planning. This Goal provides for the "land use planning process...as a basis for all decisions and actions related to use of land and to assure an adequate factual base for such decisions and actions." An efficient and coordinated land use review process agreed upon by both cities is in support of this goal.

Approval of this agreement would also be supportive of Comprehensive Plan Goal 14, Urbanization. This Goal provides for the "efficient transition from rural to urban land use,..[and] to ensure efficient use of land, and to provide for livable communities." This area was part of both the River Terrace and South Cooper Mountain Urban Growth Boundary expansions and is in transition from rural to urban.

DATES OF PREVIOUS COUNCIL CONSIDERATION

None.

Attachments

TigardBeavertonIGA

TigBeavIGA Exhibits

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF BEAVERTON AND THE CITY OF TIGARD**

This intergovernmental agreement (“Agreement”) is entered into between the City of Beaverton, an Oregon municipal corporation (“Beaverton”) and the City of Tigard, an Oregon municipal corporation (“Tigard”).

RECITALS

WHEREAS, ORS 190.010 authorizes the parties to enter into this Agreement for the performance of any or all functions and activities that a party to the Agreement has authority to perform; and

WHEREAS, Beaverton and Tigard each has land use jurisdiction over the land inside its respective city limits, and Beaverton and Tigard each has authority to review and decide upon land use and land division applications within its respective city limits; and

WHEREAS, the city limits of Beaverton and Tigard are contiguous at and around the intersection of SW Scholls Ferry Road and SW 175th Ave (to the north of SW Scholls Ferry Road)/SW Roy Rogers Road (to the south of SW Scholls Ferry Road); and

WHEREAS, West Hills Development Company (“West Hills”) is the contract purchaser of a portion of a parcel of land (the “Property”), described in Exhibit A, that is presently owned by the Crescent Grove Cemetery Association; and

WHEREAS, the Property straddles SW Scholls Ferry Road on both sides of SW 175th Ave. and SW Roy Rogers Road, all as shown on Exhibit B; and

WHEREAS West Hills wishes to partition the Property into two new parcels north of SW Scholls Ferry Road (located in the Beaverton city limits) and one new parcel south of SW Scholls Ferry Road (located in the Tigard city limits), in order to consummate its purchase of just the portion of the Property to the north of SW Scholls Ferry Road; and

WHEREAS Beaverton and Tigard wish to provide an efficient approach to achieving the desired partition that respects the land use regulations of each jurisdiction.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. Processing of Preliminary Partition Application

- 1.1 Upon receipt of an application from West Hills, signed by the appropriate representative of the Crescent Grove Cemetery Association, for a preliminary partition of the Property into two parcels north of SW Scholls Ferry Road and a third parcel south of SW Scholls Ferry Road, with the third parcel line along the interface between the Beaverton and Tigard city limits, the City of Beaverton shall follow its usual process for review of a preliminary partition.

- 1.2 Beaverton shall charge the scheduled fee appropriate to the partition application.
- 1.3 Tigard shall not charge a fee for the land partition-preliminary plat review.
- 1.4 Beaverton planning staff shall consult with Tigard planning staff as appropriate during completeness review to make certain that Tigard's concerns are addressed in a timely manner before the preliminary partition application is deemed complete under ORS 227.178(2).

2. Application of Criteria

- 2.1 Beaverton shall apply the relevant preliminary partition criteria of the City of Beaverton to that part of the Property within the Beaverton city limits.
- 2.2 Beaverton shall apply the relevant preliminary partition criteria of the City of Tigard to that part of the Property within the Tigard city limits.
- 2.3 In the event there is an actual conflict between any planning or processing criteria of Beaverton and Tigard, the planning criteria of Beaverton shall apply.

3. Final Decision

- 3.1 Tigard may participate in the proceedings before any Beaverton decision-maker and may appeal any final decision Beaverton makes for the preliminary partition application.
- 3.2 Beaverton's final decision for the preliminary partition application, after any appeals, shall bind and be final as to both Beaverton and Tigard.

4. Final Plat Application

- 4.1 Upon receipt of a final plat application from West Hills for the Property, Beaverton and Tigard shall have the same respective rights and responsibilities set forth in Sections 1-3 of this Agreement as apply upon receipt of a preliminary partition application, except that Beaverton shall not charge the scheduled fee appropriate to the final plat application, and Tigard shall charge the scheduled fee appropriate to the final plat application.

5. Subsequent Applications

- 5.1 This Agreement shall only concern the preliminary and final partition applications described herein. Subsequent land division or land use applications made for the Property shall be subject to the exclusive review and approval of the city with jurisdiction over that portion of the Property.

6. General Provisions

- 6.1 *Effective Date.* The effective date of this Agreement is the date all parties have duly signed the agreement.
- 6.2 *Modification.* This Agreement may be modified or amended only if made in writing and signed by all parties.
- 6.3 *Compliance with Law.* Each party agrees to comply with all local, state and federal ordinances, statutes, laws and regulations that are applicable to the services provided under this Agreement.
- 6.4 *Choice of Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to principles of conflicts of law. Any claim, action, suit or proceeding that arises from or relates to this Agreement shall be brought and conducted exclusively within the Circuit Court of Washington County for the state of Oregon. In the event a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively in the United States District Court for the District of Oregon.
- 6.5 *Counterparts.* This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute one and the same instrument.
- 6.6 *Merger.* This agreement embodies the entire agreement and understanding between the parties hereto and supersedes all previous agreements and understandings with respect to the matters described herein.

WHEREAS, all the aforementioned is hereby agreed upon by the parties and executed by the duly authorized signatures below.

City of Beaverton

City of Tigard

Denny Doyle, Mayor

John L. Cook, Mayor:

Date

Date

Approved as to form:

Approved as to form:

City Attorney

City Attorney

EXHIBIT A
DESCRIPTION OF PROPERTY

EXHIBIT B
MAP OF PROPERTY LOCATION

SOUTH COOPER MOUNTAIN
(TAX LOT 200, MAP 2S 1 6)
DESCRIPTION
August 20, 2015

A tract of land in the northeast one-quarter of Section 6, Township 2 South, Range 1 West, Willamette Meridian, City of Beaverton, Washington County, Oregon, said tract being described as follows:

Beginning at a 5/8-inch iron rod with a yellow, plastic cap inscribed "Hill LS2821" marking the northeast corner of the west one-half of the northeast one-quarter of Section 6, Township 2 South, Range 1 West, Willamette Meridian; thence S.02°06'35"W. along the east line of the west one-half of the northeast one-quarter of said Section 6, a distance of 2,322.33 feet to the northerly right-of-way line of S.W. Scholls Ferry Road, being 49.00 feet from centerline, and a point of non-tangent curvature; thence southwesterly along said northerly right-of-way line on the arc of a 1,481.39 foot radius curve left (the radius point of which bears S.07°56'00"E.) through a central angle of 5°26'15", distance of 140.58 feet (chord bears S.79°20'52"W., a distance of 140.53 feet); thence continuing along said northerly right-of-way line S.76°37'45"W., a distance of 257.90 feet; thence leaving said northerly right-of-way line N.58°22'41"W., a distance of 48.71 feet to the easterly right-of-way line of S.W. 175th Avenue (CR 3110), being 49.00 feet from centerline; thence tracing said easterly right-of-way along the following courses: N.13°22'15"W., a distance of 274.56 feet to the point of curve left of a 1,174.00 foot radius curve; thence along the arc of said curve left through a central angle of 29°09'38", a distance of 597.50 feet (chord bears N.27°57'04"W., a distance of 591.08 feet); thence N.42°31'53"W., a distance of 157.69 feet to the point of curve right of a 1,251.00 foot radius curve; thence along the arc of said curve right through a central angle of 44°40'09", a distance of 975.31 feet (chord bears N.20°11'48"W., a distance of 950.80 feet); thence N.02°08'16"E., a distance of 619.97 feet to the north line of the northeast one-quarter of said Section 6; thence S.88°21'08"E. along said north line, 1,268.78 feet to the Point of Beginning;

AND INCLUDING the following described tract of land:

Commencing at the S.W. Scholls Ferry Road centerline Station 122+98.50, as centerline is shown on Survey No. 32411, Washington County Survey Records; thence N.76°37'45"E. along said centerline, a distance of 206.59 feet; thence leaving said centerline S.13°22'15"E., a distance of 80.00 feet to the southerly right-of-way line of S.W. Scholls Ferry Road and the TRUE POINT OF BEGINNING of the tract herein described; thence tracing said southerly right-of-way line along the following courses: N.76°37'45"E., a distance of 31.93 feet; thence N.13°22'15"W., a distance of 13.00; N.76°37'45"E., a distance of 171.34 feet;

thence leaving said southerly right-of-way line S.46°08'38"E., a distance of 64.43 feet to the westerly right-of-way line of S.W. Roy Rogers Road (CR 3150), being 87.00 feet from centerline, and a point of non-tangent curvature; thence southeasterly along said westerly right-of-way line on the arc of a 294.97 foot radius curve right (the radius point of which bears S.85°35'57"W.) through a central angle of 4°34'23", a distance of 23.54 feet (chord bears S.02°06'51"E., a distance of 23.54 feet) to the northerly right-of-way line S.W. Scholls Highway 210 (CR 348), being 30.00 feet from centerline; thence N.87°59'12"W. along said northerly right-of-way line, a distance of 242.23 feet to the True Point of Beginning.

AND INCLUDING the following described tract of land:

Commencing at the S.W. Scholls Ferry Road centerline Station 122+98.50, as centerline is shown on Survey No. 32411, Washington County Survey Records; thence N.76°37'45"E. along said centerline, a distance of 684.08 feet; thence leaving said centerline S.13°22'15"E., a distance of 55.00 feet to the southerly right-of-way line of S.W. Scholls Ferry Road and the TRUE POINT OF BEGINNING of the tract herein described; thence N.76°37'45"E. along said southerly right-of-way line, a distance of 192.58 feet to the point of curve right of 1,377.39 foot radius curve; thence continuing along said southerly right-of-way line on the arc of said curve right through a central angle of 0°13'49", a distance of 5.54 feet (chord bears N.76°44'40"E., a distance of 5.54 feet) to the northwesterly right-of-way line of S.W. Scholls Highway 210, being 25.00 feet from centerline; thence S.59°11'32"W. along said northwesterly right-of-way line, a distance of 309.20 feet; thence leaving said northwesterly right-of-way line N.02°40'02"E., a distance of 38.58 feet; thence N.43°48'57"E., a distance of 102.58 feet to the True Point of Beginning.

AND INCLUDING the following described tract of land:

Beginning at a point on the east line of the west one-half of the northeast one-quarter of Section 6, Township 2 South, Range 1 West, Willamette Meridian, which point bears S.02°06'35"W., a distance of 2,448.66 feet from the northeast corner of said west one-half of the northeast one-quarter and being on the southeasterly right-of-way line of S.W. Scholls Highway 210, being 25.00 feet from centerline; thence S.02°06'35"W. along said east line of the west one-half of the northeast one-quarter, a distance of 91.40 feet to the northwesterly right-of-way line of Unnamed County Road 746, being 25.00 feet from centerline; thence S.59°00'00"W. along said northwesterly right of way line, a distance of 211.50 feet to the northerly right-of-way line of S.W. Friendly Lane (CR 348); thence N.87°59'12"W. along said northerly right-of-way line, a distance of 149.46 feet to said southeasterly right-of-way line of S.W. Scholls Highway 210, being 25.00 feet from centerline; thence N.59°11'32"E. along said southeasterly right-of-way line, a distance of 316.52 feet to the point of curve right of a 691.20 foot radius curve; thence continuing along said southeasterly right-of-way line on

the arc of said curve right through a central angle of $5^{\circ}49'57''$, a distance of 70.36 feet (chord bears $N.62^{\circ}06'30''E.$, a distance of 70.33 feet) to the Point of Beginning.

AND INCLUDING the following described tract of land:

Beginning at a point on the east line of the west one-half of the northeast one-quarter of Section 6, Township 2 South, Range 1 West, Willamette Meridian, which point bears $S.02^{\circ}06'35''W.$, a distance of 2,599.74 feet from the northeast corner of said west one-half of the northeast one-quarter and being on the southeasterly right-of-way line of Unnamed County Road 746, being 25.00 feet from centerline; thence $S.02^{\circ}06'35''W.$ along said east line of the west one-half of the northeast one-quarter, a distance of 55.54 feet to the northerly right-of-way line of S.W. Friendly Lane (CR 348), being 30.00 feet from centerline; thence $N.87^{\circ}59'12''W.$ along said northerly right of way line, a distance of 85.38 feet to the southeasterly right-of-way line of said Unnamed County Road 746; thence $N.59^{\circ}00'00''E.$ along said southeasterly right-of-way line, a distance of 101.94 feet to the Point of Beginning.

Contains 54.69 acres, more or less.

AIS-2337

3. C.

Business Meeting

Meeting Date: 09/22/2015

Length (in minutes): Consent Item

Agenda Title: Proclaim Community Action Week, October 11 - 17

Prepared For: Joanne Bengtson, City Management

Submitted By: Joanne Bengtson, City Management

Item Type: Receive and File

Meeting Type: Proclamation

Public Hearing: No

Publication Date:

Information

ISSUE

Should Mayor Cook issue a proclamation in honor of Community Action's 50th Anniversary?

STAFF RECOMMENDATION / ACTION REQUEST

N/A

KEY FACTS AND INFORMATION SUMMARY

Community Action is commemorating its 50th anniversary; the organization was officially founded on October 13, 1965.

In honor of this milestone, they are hosting an Empowerment Summit: From Poverty to Opportunity on Tuesday, October 13 from 7:30- 10 a.m. in Hillsboro.

Community Action offers the following programs to assist eligible residents of Washington County.

- **Housing & Homeless Services:** *Addressing housing crisis situations by providing emergency shelter and short-term rent assistance*
Phone: 503.640.3263
- **Energy Assistance:** *Offering financial support for household energy costs*
Phone: 503.615.0771
Email: energy@caowash.org
- **Emergency Rent Assistance:** *Providing limited funding to help prevent homelessness*
Phone: 503.615.0770
- **Energy Conservation:** *Helping families lower utility bills and improve household energy efficiency*
Phone: 503.906.6550
Email: weatherization@caowash.org
- **Head Start & Early Head Start:** *Promoting school readiness with programs for children from infancy to age five*

Phone: 503.693.3262

Email: headstart@caowash.org

- **Child Care Resource & Referral:** *Connecting families with child care providers in Washington & Columbia counties*

Phone: 971.223.6100 or 800.624.9516

Email: ccrr@caowash.org

- **Prenatal & Parenting Support - Opening Doors:** *Helping women connect to healthy baby services during and after pregnancy*

Phone: 503.517.3198

Email: openingdoors@caowash.org

- **211 Info - FIND Help Information & Referral:** *Offering comprehensive health and human service resources online and by phone.*

Phone: 2-1-1 or 866.698.6155

Email: findcontact@caowash.org

OTHER ALTERNATIVES

Not issue the proclamation.

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

n/a

DATES OF PREVIOUS COUNCIL CONSIDERATION

This is a new request from Community Action in honor of the agency's 50th anniversary.

Attachments

Community Action Week

Proclamation

City of Tigard

COMMUNITY ACTION WEEK OCTOBER 11-17, 2015

WHEREAS, caring, concerned citizens joined forces 50 years ago to address the needs of their neighbors struggling to move out of poverty: and

WHEREAS, these dedicated civic leaders founded Community Action on October 13, 1965; and

WHEREAS, for the past 50 years, Community Action has led the way to help eliminate conditions of poverty, creating a community where everyone can thrive; and

WHEREAS, Community Action provides hope, help and change to more than 30,000 individuals each year, supporting low-income households as they develop their abilities to be self-sufficient; and

WHEREAS, Community Action understands that it is only through collaboration that we can achieve success and Community Action continues to serve as a catalyst for change by forming successful public and private partnerships; and

WHEREAS, Community Action will continue to be a leader in helping our community address issues of poverty, even as the region and the issues we face evolve.

NOW THEREFOR BE IT RESOLVED that I, John L. Cook, Mayor of the City of Tigard, Oregon proclaim

October 11-17, 2015 as **COMMUNITY ACTION WEEK**

in recognition of the hard work and dedication of Community Action's board, volunteers, and staff, and in recognition of the resilience of the thousands of clients who have created better lives for themselves and their families with the support of Community Action in Tigard.

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-2343

4.

Business Meeting

Meeting Date: 09/22/2015

Length (in minutes): 5 Minutes

Agenda Title: Authorize the City Manager to sign an agreement with the Tigard-Tualatin School District regarding joint use of property

Prepared For: Steve Martin

Submitted By: Carol Krager, Central Services

Item Type: Motion Requested

Meeting Type: Council Business Meeting - Main

Public Hearing No

Newspaper Legal Ad Required?:

Public Hearing Publication

Date in Newspaper:

Information

ISSUE

Shall Council authorize the City Manager to sign an agreement with the Tigard-Tualatin School District for the joint use of property?

STAFF RECOMMENDATION / ACTION REQUEST

Staff recommends the Council authorize the City Manager to sign the agreement.

KEY FACTS AND INFORMATION SUMMARY

The Tigard-Tualatin School District owns multiple properties at sites around Tigard. Several of the properties could be used at a higher level by our common constituents - the Tigard citizens. By improving the properties and having a higher level of maintenance, some properties could be used as parks outside of school hours. In the 2009 Tigard Park System Master Plan, Metzger School was shown as a possible site where site improvements and higher maintenance levels could allow a greater use of the open sport field to the north of the school. The site could be improved as a sports field and the adjacent areas could also serve as a park when the area was not needed for school functions.

The Park and Recreation Advisory Board recommended that \$135,000 be budgeted for the Metzger School property, and the funding is in the current year CIP. The funds were to be

used for field improvements, and to add community gardens and other park amenities to the site to serve the neighborhood. Community gardens are being considered on the western portion of the site. The gardens would be managed in conjunction with a non-profit that would help maintain the gardens, as well as set aside plots for school children from Metzger and other schools.

The IGA being presented allows the City and the School District to add or subtract the school properties in the proposed agreement if both parties agree. Either party can request to remove a site if it is not working out. The sites in the appendices can be added or removed without requiring a completely new agreement, and this agreement lays the groundwork for more cooperative efforts in the future. The use of school properties allows more park amenities in areas needing parks and facilities without having to purchase additional property, and gives more options to Tigard citizens.

One of the future sites already included in the appendix of this agreement is Alberta Ryder School. Alberta Ryder has been discussed as a possible site for community gardens that would serve both the school and the neighbors. Park and school district personnel have met on site to look at the possible garden site. At last review, the City Council was advised that the parties would resolve a final negotiation regarding the termination clause, Section 1.3.3, Payment on Termination. Specifically, new language has been negotiated, agreed to by both parties, providing that if the Agreement is terminated by the District or the City, the District would either reimburse the City for the depreciated cost of any capital improvements or asset constructed and paid for by the City, or return the asset to the City; and if the City elects to receive payment for the improvement or asset, such payment shall be offset by the depreciated costs which the District contributed towards the improvement or asset during the term of this Agreement. The Parties will agree in writing to the depreciation schedule for each capital improvement prior to construction of the improvement.

OTHER ALTERNATIVES

Council could choose not to authorize the City Manager to sign the agreement and the City would not enter into an agreement with the Tigard-Tualatin School District at this time.

COUNCIL OR CCDA GOALS, POLICIES, MASTER PLANS

The IGA with the Tigard-Tualatin School District helps meet recommendations of the Park System Master Plan. Since the property does not need to be purchased for park use, it will also help meet the 2013 PRAB goal of finding alternative ways to fund parks.

DATES OF PREVIOUS CONSIDERATION

Staff discussed this agreement with Council at the March 21, 2015 Council Workshop.

Fiscal Impact

Cost: \$135,000

Budgeted (yes or no): Yes

Where Budgeted (department/program): Park CIP

Additional Fiscal Notes:

There is no cost to sign the agreement, however, the agreement allows funding for field improvements at Metzger School. There is \$135,000 budgeted for those improvements in the current year Park CIP.

Attachments

Tigard TSD IGA

JOINT USE INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is entered into pursuant to ORS Chapter 190 (intergovernmental cooperation), by and between Tigard-Tualatin School District No. 23J ("District"), an Oregon school district, and the City of Tigard ("City"), a municipal corporation of the State of Oregon, (collectively, the "Parties") for the purpose of providing for joint use of various District-owned facilities.

RECITALS

A. The District owns real properties presently developed as school sites. Such schools typically include play field areas that are either underutilized outside of school hours or are not developed to a level that could be used for public parks or athletic field use.

B. The City operates a full service municipal Public Works Department that owns, improves, maintains, and operates the City's public parks and athletic fields.

C. The City and District desire to partner and combine resources to best utilize existing District and City recreational properties. The goal of this partnership is to maximize the development and public usage of such facilities in the most efficient and cost effective manner.

D. The District properties subject to this Agreement ("Properties") are identified in Appendix A.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, the Parties hereby agree as follows:

ARTICLE 1 General Provisions

1.1 Grant of Joint Use. The District hereby grants to the City the right to develop, manage, and utilize Properties as described in Appendix A in return for the City's assumption of responsibilities for the Properties as described in Appendix A, and subject to the District's priority right to utilize said Properties for school uses, as described herein.

1.2 Term. The term of this Agreement will commence upon execution of this agreement by both Parties, and end on June 30, 2035, unless earlier terminated as provided in Section 1.3.

1.3 Early Termination. The Agreement may be terminated prior to the end of the term pursuant to Section 1.2, as follows:

1.3.1 Termination for Convenience. This Agreement may be terminated by either Party by providing written notice of such intent to the other Party no later than January 1st for the upcoming year. Such termination shall be effective June 30th.

1.3.2 Termination for Breach. This Agreement may be terminated for cause by either Party in the event of a material breach of this Agreement by the other Party by providing thirty (30) days' written notice of breach of contract to the breaching Party. This Agreement will not be terminated if the breaching Party cures the breach prior to conclusion of the notice period.

1.3.3 Payment on Termination. If this Agreement is terminated by the District pursuant to Section 1.3.1, or by the City pursuant to Section 1.3.2, the District will, at the City's sole election, either reimburse the City for the depreciated cost of any capital improvements or asset constructed and paid for by the City or return the asset to the City. In the event the City elects to receive payment for the improvement or asset, such payment shall be offset by the depreciated costs which the District contributed towards the improvement or asset during the term of this Agreement. The Parties will agree in writing to the depreciation schedule for each capital improvement prior to construction of the improvement.

1.4 Renegotiation. If either Party is unable to carry out the obligations of this Agreement as a result of a budget decision made by the Party's governing body, the Party shall notify the other Party of such, in writing. The Parties may then renegotiate the terms of this Agreement at the annual November meeting, or as otherwise mutually agreed.

ARTICLE 2

Obligations

2.1 Cooperation. The Parties will cooperate in good faith to carry out the purpose and intent of this Agreement.

2.2 Communication. The District Superintendent and the City Manager will each appoint a person to serve as liaison and chief contact for the District and the City respectively under this Agreement. The Superintendent and Manager may change their respective designees from time to time by written notice to the other designee.

2.3 Initial Construction. Following planning and design and before the Property is opened as a park, the City and the District will share information about the proposed development at a neighborhood meeting.

2.4 Annual Meeting. The Parties agree to meet at least annually in November to discuss provisions of this Agreement, along with any proposed changes. The Parties further agree that quarterly meetings will be scheduled for the first year of the Agreement and in any subsequent years as deemed necessary by either Party. During the first year, the Parties will meet in November and May, with two more meetings as agreed upon by the Parties. The Parties further agree to discuss any proposed improvements to Properties or maintenance issues that would need to be budgeted for by City at these meetings. The School District will submit all known reservations for non-school hour use at the meetings.

2.5 Scheduling. District shall submit a request to the City to schedule use of the Properties during non-school hours. The District shall make its request at its annual November meeting with the City. The City shall give the District priority for scheduling to the greatest extent possible. If the District wishes to modify the schedule after the City has made the reservations, the District will notify the City of the proposed change at least sixty (60) days prior to the scheduled or requested date.

ARTICLE 3

Insurance

3.1 City Insurance. For the duration of this agreement, the City shall comply with the following requirements:

3.1.1 Workers Compensation. The City shall maintain workers' compensation insurance as required by ORS 656.017.

3.1.2 Commercial General Liability. The City shall maintain general liability insurance coverage on an occurrence basis with a combined single limit of not less than \$2,000,000 for bodily/personal injury and property damage, with an annual aggregate of \$3,000,000. The City's general liability insurance must include contractual liability insurance.

3.1.3 Commercial Automobile Liability. The City shall maintain automobile liability insurance with a combined single limit, or the equivalent of not less than \$1,000,000 for each occurrence for bodily injury and property damage, including coverage for owned, hired, or non-owned vehicles.

3.1.4 Property Insurance. For the duration of this Agreement, the City shall maintain adequate property insurance to cover the constructed facilities and Property in the Open which the City installs and maintains on the Properties. "Property in the Open" shall have the meaning as in the City's property insurance policy. For example, Property in the Open can refer to outdoor fencing, gates, flag poles, light poles, handicap ramps, generators, park equipment such as, but not limited to, playground equipment, benches, picnic tables, trash receptacles, back stops, bleachers, basketball poles, soccer goals and drinking fountains. The City's insurance excludes grass playing fields, gardens, plants, and irrigation lines.

3.1.5 Certificate(s) of Insurance. Within fifteen (15) business days after execution of this Agreement, the City will provide to District certificate(s) of insurance (emailed from the City's insurance carrier(s) directly to the District), demonstrating the City meets all of the insurance requirements in this section of the Agreement. The City agrees it will not cancel, terminate, materially change, or reduce the limits of the insurance without prior written notice to the District. For all general liability coverage, the certificate shall also provide an endorsement naming the District, its agents, officers, Board of Directors, and employees as additional insureds with respect to the City's use of the Properties under this Agreement.

3.2 District Insurance.

3.2.1 For the duration of this Agreement, the District shall maintain an insurance policy for losses to the Properties as a result of fire or property damage providing the same level and type of coverage as it does for other District facilities. In the event of damage or loss, the District shall restore or rebuild the Property to the extent of its available insurance proceeds. For the purpose of this section, "available insurance proceeds" includes any District-paid deductible.

3.2.2 The District is not required to maintain an earthquake insurance policy for the Properties unless it elects to provide earthquake insurance for District facilities generally. In the latter case, the District shall include the Properties under its earthquake insurance policy under the same terms and conditions applicable to other District facilities. In the event of damage or loss of a facility on a Property as a result of an earthquake event, the District shall restore or rebuild the facility to the extent of its insurance proceeds, unless the total insurance proceeds available to the District are insufficient to restore or rebuild all District facilities damaged by the earthquake event. If insurance proceeds are insufficient to cover repair or replacement of all damage to District facilities, the District may allocate such proceeds to such restoration and rebuilding projects as the District Board of Directors deems is in the best interests of the District.

ARTICLE 4 Indemnification

4.1 Subject to any limits in the Oregon Tort Claims Act, the City will indemnify, defend, and hold harmless the District and its officers, agents, Board of Directors, and employees against all liability, loss, and costs from actions, suits, claims, or demands arising from the acts or omissions of the City and the City's officers, agents, and employees in the performance of this Agreement.

4.2 Subject to any limits in the Oregon Tort Claims Act, the District will indemnify, defend, and hold harmless the City and its officers, agents, elected officials, and employees against all liability, loss, and costs from actions, suits, claims, or demands arising from the acts or omissions of the District and the District's officers, agents, and employees in performance of this Agreement.

4.3 Nothing in Sections 4.1 or 4.2 require either Party to indemnify the other Party against liability for damages caused in whole or in part by the negligence of the other Party.

ARTICLE 5 General Provisions

5.1 Independent Contractors. The City and the District intend their relationship to be that of independent contractors. Each party shall be responsible exclusively with respect to their employees for providing for employment-related benefits and deductions that are required by law, including, but not limited to, federal and state income tax deductions, workers' compensation coverage, and contributions to the Public Employees Retirement System.

5.2 No Third-Party Beneficiary. The City and the District are the only parties to this Agreement and, as such, are the only parties entitled to enforce its terms. Nothing contained in this Agreement gives or shall be construed to give or provide any benefit, direct, indirect, or otherwise to third parties unless third persons are expressly described as intended to be beneficiaries of its terms.

5.3 Access to Records. Both Parties and their duly authorized representatives shall have access to the books, documents, papers, and records which are directly pertinent to the Agreement for the purpose of making audits, examinations, excerpts, and transcripts.

5.4 Force Majeure. Neither party shall be held responsible to the other for any delay or default caused by fire, riot, civil commotion, war, act of God, or any other like condition or event which is beyond its reasonable control and which by the exercise of reasonable diligence it is unable to prevent.

5.5 Severability. If any of the provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions will remain valid and binding upon the Parties.

5.6 Waiver. A waiver by either Party of any provision, condition, or covenant of this Agreement may not be construed by the other Party as a waiver or subsequent breach of the Agreement.

5.7 Interpretation. This Agreement was prepared as a joint effort of the City and the District and must be construed as such.

5.8 Amendments. The City and the District may amend this Agreement from time to time by mutual written agreement. The City Council and District Board authorize the City Manager and Superintendent, respectively, to add or subtract Properties in Appendix A without necessitating approval by the Parties' governing bodies.

5.9 Compliance with Law. The City and the District agree to abide by all laws and regulations applicable to the work under this Agreement.

5.10 Integration. This Agreement constitutes the entire agreement between the Parties on the subject matter and supersedes all prior or contemporaneous written or oral understandings, representations, or communications of every kind on the subject.

5.11 Choice of Law and Venue. This Agreement and all rights, obligations, and disputes arising out of the Agreement will be governed by Oregon law. All disputes and litigation arising out of this agreement will be decided by the state courts in Oregon. Venue for all disputes and litigation will be in the Circuit Court for Washington County, Oregon.

5.12 Execution. This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original, and such counterparts will constitute one and the same instrument. For the convenience of the Parties, the execution pages of any executed counterpart may be detached and reattached to any other executed counterpart to form one or more documents that are fully executed. This Agreement will not be effective until all Parties have executed this Agreement or a counterpart of this Agreement. Execution of this Agreement may be accomplished by electronic means.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement this _____ day of _____, 2015.

DISTRICT

CITY

Tigard-Tualatin School District No. 23J

City of Tigard

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

Appendix A

This Appendix contains site-specific provisions related to the intergovernmental Agreement between City and District.

1. Metzger Elementary School Sports Fields

1.1 Location and Description.

1.1.1 Survey. The City and District will agree on the boundaries of the Metzger Field area to be used as a park. The City will pay to mark and record the legal boundaries of the area subject to this Agreement. The Parties will agree on such boundary in writing.

1.2 Operation. The City will operate Metzger Field as a City park in substantially the same method and manner as it operates other developed City parks. The City will be responsible for management, oversight, security, enforcement, scheduling, and promotion of Metzger Field.

1.3 Park Rules. The City may adopt and enforce its general park and recreation rules and regulations with regard to use of Metzger Field. The City will also comply and will ensure park users comply with the District's rules with regard to use of District property.

1.4 Scheduling. The City will be responsible for scheduling the usage of the Metzger Field, subject to the following terms and conditions:

1.4.1 Metzger Field will be reserved for the exclusive use of the District during school hours. For the purposes of this section, school hours means the hours when school is in session and children are normally present before and after school.

1.4.2 The District will have first priority for scheduling school use of Metzger Field during non-school hours. The District will make every attempt to schedule the use of Metzger Field for non-school hours in accordance with Section 2.5.

1.4.3 Scheduling School Use During Non-School Hours. For the purposes of Section 1.4.2, the District will submit any additional emergency requests to schedule school use of Metzger Field during non-school hours no less than sixty (60) days prior to the proposed school use. If the District fails to do so, it loses its priority right.

1.5 Fees. The City may charge and retain revenue from fees charged to third parties for the use of Metzger Field in the same manner and under the same terms as it does for use of other City parks, except that the District will not be required to pay such fees. In support of a current District partnership, Tigard Little League (TLL) will also not be required to pay such fees during their season (April 1 – July 10) and will instead maintain and make routine improvements to the baseball infield area at TLL's expense. TLL will maintain the baseball infield at a playable level during their season in order to receive the field reservations at no cost during that time. The City reserves the right to collect payment from TLL for use of the Metzger Field outside the scope of this Agreement.

1.6 Maintenance. Except as provided in Section 1.5 above, the City will maintain Metzger Field, including, without limitation, providing for trash and litter pickup, mowing, irrigation repairs, the cleaning of tables and other improvements and fixtures on the property, and all consumable supplies.

1.7 Utilities. The City will be responsible for payment of all charges for services and utilities in connection with Metzger Field, including, without limitation, electricity, gas, water, sewer, storm water, and garbage disposal/recycling.

1.8 Repairs. The City will repair any damage to or destruction of Metzger Field arising from its use as a City park. The District will be responsible to repair any damage to or destruction of Metzger Field arising from District use.

1.9 Signage. The City will be entitled to place City park signage at Metzger Field and have it listed as a City park on the City website for use outside of school hours.

1.10 Capital Improvements. The City shall have the authority to make capital improvements to Metzger Field, subject to the following terms and conditions.

1.10.1 Such capital improvements are solely for public park and recreation purposes and related or supporting facilities;

1.10.2 Prior to construction, the City will submit a proposed capital improvement for District review and approval, which will not be unreasonably withheld;

1.10.3 The City will pay 100% of the costs of any capital improvement, except as otherwise may be agreed by the Parties;

1.10.4 The City will obtain and pay for all necessary permits and government approvals required for construction of any capital improvement; and

1.10.5 The City shall provide to the District the estimated cost of a capital improvement before construction and documented actual costs after completion.

1.11 Work on District Property. When the City is performing maintenance or construction work on Metzger Field, it shall comply or, if such work is performed by a contractor, it shall require its contractor and any subcontractors to comply with the following requirements.

1.11.1 Work on the subject property by the City shall be coordinated and scheduled with the District. Workers will check in at the school office prior to beginning work and will be on site only during agreed upon hours.

1.11.2 Workers will carry photo identification and will present such upon request. Contractors that do not have specific uniforms for employees shall wear identification issued by the contractor.

1.11.3 No weapons or firearms will be permitted on District property, except as allowed by law.

1.11.4 Drug, alcohol or tobacco use of any kind is strictly prohibited on all District property.

1.12 Hazardous Chemicals. The City shall notify the District prior to using products containing hazardous chemical(s) to which District staff or students may be exposed. Products containing hazardous chemicals are those products defined by ORS Chapter 465. Contractor shall supply Material Safety Data Sheets ("MSDS") as required by Oregon Administrative Rules.

2. Metzger Elementary School Community Gardens

2.1 Location and Description.

2.1.1 Survey. The City will pay to mark and record the legal boundaries of the area subject to this Agreement. The Parties will agree on such boundary in writing.

2.2 Operation. The City will operate Metzger Community Gardens as a City park in substantially the same method and manner as it operates other developed City community gardens. The City will be responsible for management, oversight, security, enforcement, scheduling, and promotion of the gardens.

2.3 Park Rules. The City may adopt and enforce its general park and recreation rules and regulations with regard to use of Metzger Community Gardens. The City will also comply and will ensure park users comply with the District's rules with regard to use of District property.

2.4 Scheduling. The City will be responsible for scheduling the usage of the Metzger Community Gardens, subject to the following terms and conditions:

2.4.1 Metzger Community Gardens will be reserved for the exclusive use of the District during school hours. For the purposes of this section, school hours means the hours when school is in session and children are present.

2.4.2 The District will identify the areas of Metzger Community Gardens needed for school use for the upcoming year. The District will make every attempt to identify the areas needed during a meeting (s) between City and District to be held in November.

2.4.3 The City agrees to work cooperatively with District partner Oregon Human Development Corporation ("OHDC") to develop gardens for both the non-profit and local citizens.

2.5 Fees. The City may charge and retain revenue from fees charged for the use of Metzger Community Gardens in the same manner and under the same terms as it does for use of other City community gardens, except that the District and District partners (including OHDC) will not be required to pay such fees.

2.6 Maintenance. The City will maintain Metzger Community Gardens, in cooperation with OHDC. The City will provide for trash and litter pickup, irrigation repairs, and fixtures on the property. The City shall not be responsible for maintenance of garden areas used by District and OHDC. The City and OHDC will collaboratively provide for other improvements and consumable supplies needed for the operation of the gardens.

2.7 Utilities. The City will be responsible for payment of all charges for services and utilities in connection with Metzger Community Gardens, including electricity, gas, water, sewer, storm water, and garbage disposal/recycling.

2.8 Repairs. The City will repair any damage to or destruction of Metzger Community Gardens arising from its use as a City park. The District will be responsible to repair any damage to or destruction of Metzger Gardens arising from District use.

2.9 Signage. The City will be entitled to place City park signage at Metzger Community Garden and have it listed as a City park on the City website for use outside of school hours.

2.10 Capital Improvements. The City shall have the authority to make capital improvements to Metzger Community Garden, subject to the following terms and conditions.

2.10.1 Such capital improvements are solely for public park and recreation purposes and related or supporting facilities;

2.10.2 Prior to construction, the City will submit a proposed capital improvement for District review and approval, which will not be unreasonably withheld;

2.10.3 The City will pay 100% of the costs of any capital improvement, except as otherwise may be agreed by the Parties;

2.10.4 The City will obtain and pay for all necessary permits and government approvals required for construction of any capital improvement; and

2.10.5 The City shall provide to the District the estimated cost of a capital improvement before construction and documented actual costs after completion.

2.11 Work on District Property. When the City is performing maintenance or construction work on Metzger Community Garden, it shall comply or, if such work are performed by a contractor, it shall require its contractor and any subcontractors to comply with the following requirements.

2.11.1 Work on the subject property by the City shall be coordinated and scheduled with the District. Workers will check in at the school office prior to beginning work and will be on site only during agreed upon hours.

2.11.2 Workers will carry photo identification and will present such upon request. Contractors that do not have specific uniforms for employees shall wear identification issued by the contractor.

2.11.3 No weapons or firearms will be permitted on District property, except as allowed by law.

2.11.4 Drug, alcohol or tobacco use of any kind is strictly prohibited on all District property.

2.12 Hazardous Chemicals. The City will not use herbicides or other pesticides in the Metzger Community Garden. The City shall notify the District prior to using products containing

hazardous chemical(s) to which District staff or students may be exposed. Products containing hazardous chemicals are those products defined by ORS Chapter 465. Contractor shall supply Material Safety Data Sheets ("MSDS") as required by Oregon Administrative Rules.

3. Alberta Ryder Elementary School – Community Garden

3.1 Location and Description.

3.1.1 Survey. The City will conduct and pay for a survey to determine the boundaries of the area subject to this Agreement. The Parties will agree on such boundary in writing.

3.2 Operation. The City will operate Alberta Ryder Community Gardens as a City park in substantially the same method and manner as it operates other developed City community gardens. The City will be responsible for management, oversight, security, enforcement, scheduling, and promotion of the gardens.

3.3 Park Rules. The City may adopt and enforce its general park and recreation rules and regulations with regard to use of Alberta Ryder Community Gardens. The City will also comply and will ensure park users comply with the District's rules with regard to use of District property.

3.4 Scheduling. The City will be responsible for scheduling the usage of the Alberta Ryder Community Gardens, subject to the following terms and conditions:

3.4.1 Alberta Ryder Community Gardens will be reserved for the exclusive use of the District during school hours, unless the public portion of the garden is physically separated from the school use area by a locked fence, approved by the District. For the purposes of this section, school hours means the hours when school is in session and children are present.

3.4.2 The District will identify the areas of Alberta Ryder Community Gardens needed for school use for the upcoming year. The District will make every attempt to identify the areas needed during a meeting (s) between City and District to be held in November.

3.5 Fees. The City may charge and retain revenue from fees charged to third parties for the use of Alberta Ryder Community Gardens in the same manner and under the same terms as it does for use of other City community gardens, except that the District will not be required to pay such fees.

3.6 Maintenance. The City will maintain Alberta Ryder Community Gardens, including providing for trash and litter pickup, irrigation repairs, and other improvements and fixtures on the property, and all consumable supplies. The City will not be responsible for maintenance of the gardens used by the District, but agrees to work collaboratively with the District for maintenance of the entire garden area.

3.7 Utilities. The City will be responsible for payment of all charges for services and utilities in connection with the publically accessible Alberta Ryder Community Gardens, including electricity, gas, water, sewer, storm water, and garbage disposal/recycling.

3.8 Repairs. The City will repair any damage to or destruction of Alberta Ryder Community Gardens arising from its use as a City park. The District will repair any damage or destruction arising from District use.

3.9 Signage. The City will be entitled to place City park signage at Alberta Ryder Community Garden and have it listed as a City park on the City website for use outside of school hours.

3.10 Capital Improvements. The City shall have the authority to make capital improvements to Alberta Ryder Community Garden, subject to the following terms and conditions.

3.10.1 Such capital improvements are solely for public park and recreation purposes and related or supporting facilities;

3.10.2 Prior to construction, the City will submit a proposed capital improvement for District review and approval, which will not be unreasonably withheld;

3.10.3 The City will pay 100% of the costs of any capital improvement, except as otherwise may be agreed by the Parties;

3.10.4 The City will obtain and pay for all necessary permits and government approvals required for construction of any capital improvement; and

3.10.5 The City shall provide to the District the estimated cost of a capital improvement before construction and documented actual costs after completion.

3.11 Work on District Property. When the City is performing maintenance or construction work on Alberta Ryder Community Garden, it shall comply or, if such work is performed by a contractor, it shall require its contractor and any subcontractors to comply with the following requirements.

3.11.1 Work on the subject property by the City shall be coordinated and scheduled with the District. Workers will check in at the school office prior to beginning work and will be on site only during agreed upon hours.

3.11.2 Workers will carry photo identification and will present such upon request. Contractors that do not have specific uniforms for employees shall wear identification issued by the contractor.

3.11.3 No weapons or firearms will be permitted on District property, except as allowed by law.

3.11.4 Drug, alcohol or tobacco use of any kind is strictly prohibited on all District property.

3.12 Hazardous Chemicals. The City will not use herbicides or other pesticides in the Alberta Ryder Community Garden. The City shall notify the District prior to using products containing hazardous chemical(s) to which District staff or students may be exposed. Products containing hazardous chemicals are those products defined by ORS Chapter 465. Contractor shall supply Material Safety Data Sheets ("MSDS") as required by Oregon Administrative Rules.

AIS-2291

5.

Business Meeting

Meeting Date: 09/22/2015

Length (in minutes): 10 Minutes

Agenda Title: Approve the Youth Sports League Agreement

Prepared For: Liz Newton, City Management

Submitted By: Norma Alley,
Central Services

Item Type: Motion Requested

Meeting Type: Council Business Meeting - Main

Public Hearing: No

Publication Date:

Information

ISSUE

Shall city council approve Cook Park field use agreements between the City of Tigard and Tigard Little League and the City of Tigard and Southside Soccer Club?

STAFF RECOMMENDATION / ACTION REQUEST

Approve the attached agreements between the City of Tigard and Tigard Little League and the City of Tigard and Southside Soccer Club.

KEY FACTS AND INFORMATION SUMMARY

At the September 8, 2015 council study session, staff presented the final draft Cook Park field use agreements between Tigard Little League and the city and Southside Soccer and the city. Based on the council's direction after discussion at the study session, staff made the following revisions to each agreement:

- Section 2 TERM - Changed to reflect a 15 year initial term with two potential five year renewals.
- Section 17 b. - 'TERMINATION OF AGREEMENT' - Increase the time given for the leagues to cure a contract breach from 30 days to 60 days.
- Section 17 - 'TERMINATION OF AGREEMENT' - delete section d. which gave the city the right to terminate the agreement with notice if the city is unable to substantially meet its contractual obligations. Add a new Section 18 - INABILITY OF CITY TO SATISFY OBLIGATIONS which requires the city to notify the leagues in writing if it is unable to satisfy the obligations and requires the parties to meet to determine an appropriate response.

The changes are highlighted in yellow on the attached agreements.

Staff has spoken with representatives of both leagues and they are satisfied with these revisions. League representatives have also been provided a a copy of the final agreement.

Southside Soccer has confirmed that their organization's name is still Southside Soccer Club. Tigard Youth Soccer is the recreational division, Southside Soccer is the competitive division.

OTHER ALTERNATIVES

Suggest other revisions to the final draft agreements

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

N/A

DATES OF PREVIOUS COUNCIL CONSIDERATION

May 26, 2015 Study Session

September 8, 2015 Study Session

Attachments

Southside Soccer Club Cook Park Field Use agreement

Tigard Little League Field Use Agreement

Cooperative Agreement
Regarding Cook Park Facility Use
Between the City of Tigard
and Southside Soccer Club

This Agreement is made and entered into by and between the City of Tigard ("City"), an Oregon municipal corporation and Southside Soccer Club ("SSC"), a non-profit corporation, all hereinafter collectively referred to as the "Parties."

RECITALS

The Parties agree upon the following recitals:

- A. WHEREAS, in 1998, the City entered into an agreement with Atfalati Recreation District, Inc. ("ARD"), an Oregon non-profit corporation, ("1998 Agreement") whereby ARD contributed \$150,000 towards the purchase of the Gray/Lamb Cook Park Addition ("Property") over a ten-year period and received priority scheduling at the Cook Park fields.
- B. WHEREAS, the 1998 Agreement was amended twice in April 2003 ("Second Amendment"). The Second Amendment extended the time period in which ARD had to repay the financial contribution to 2013, established credits against that amount for acquisition and development of the Property, allowed ARD to apply to the City for community event grants, and allowed ARD to operate a concession stand on the Property.
- C. WHEREAS, the 1998 Agreement was amended in May 2010 ("Third Amendment") to assign ARD's interest to SSC and Tigard Little League, modify the termination process, and add working together to develop operating parameters for the use of the Property facilities as a goal of the 1998 Agreement.
- D. WHEREAS, in 2013, SSC and Tigard Little League each fulfilled their obligation to repay the City their original \$150,000 contribution, for a total of \$310,045.86 collectively paid to the City.
- E. WHEREAS, the City terminated the 1998 Agreement, as amended, and in accordance with the process established in the Third Amendment, in March 2013 and effective in October 2013.
- F. WHEREAS, the City recognizes the historical partnership it has with SSC regarding the use and maintenance of the sport fields at Cook Park as well as SSC's overall contribution to youth sports in the community. The Parties, through this Agreement, wish to continue this relationship.
- G. WHEREAS, the Parties wish to jointly and finally resolve all issues between them regarding the ownership of the Property by acknowledging that the City has full ownership of the Property.
- H. WHEREAS, in recognition of SSC's contributions to the City, the Parties now wish to develop a new Agreement which reflects the relationships of the Parties, preserves SSC's priority scheduling, and establishes the Parties' obligations regarding use of the Cook Park Sports Fields.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is agreed by and between the Parties as follows:

1. COOK PARK SPORT FIELDS. This Agreement shall apply to the sport fields located at Cook Park ("Sport Fields"), as more particularly illustrated in the attached Exhibit A.
2. TERM. This Agreement shall be effective upon final execution of all Parties and shall remain in effect for a period of fifteen (15) years, ending September 1, 2030. This Agreement may be renewed for two (2) additional five-year periods if such an amendment is mutually agreed to, in writing, by the Parties. At the Annual Meeting prior to the expiration of this Agreement, SSC shall meet with the City Manager or the City Manager's designee and the Parties shall determine if they wish to renew the Agreement.
3. ANNUAL MEETING. The City will offer to SSC an optional annual meeting in November of each year for the Parties. The purpose of the annual meeting is to discuss:
 - a. The dates which SSC wishes to reserve the Sport Fields ("Playing Season"), as well as any proposed dates for tournaments. SSC may use the Sport Fields at no charge for practices and games during the Playing Season according to the schedule approved in advance by the City and for one tournament. Fees for additional tournaments shall be charged in accordance with Section 9 of this Agreement.
 - b. Any issues or concerns related to this Agreement.
 - c. Proposed improvements or operational capital projects, consistent with the City's Cook Park Master Plan.
 - d. The dates which the Sport Fields are available for use by SSC.
 - e. Other topics of mutual interest to the Parties.
4. CITY OBLIGATIONS. The City agrees to:
 - a. Provide garbage collection, including refuse cans and dumpsters, and electrical, water, and sewer service to Cook Park.
 - b. Maintain Cook Park, including the Sport Fields, facilities, and appurtenances located thereon at a base level. This includes, but is not limited to, mowing, watering, and fertilizing the fields and keeping structures in good repair. SSC acknowledges that the City's ability to provide base level maintenance is contingent upon sufficient funding, as determined in the City's annual budget process. The City will notify SSC if the budget process does not fund adequate maintenance for the upcoming year.
 - c. Consider facility improvement requests from SSC pursuant to Section 11 of this Agreement.
 - d. Provide two small equipment storage rooms to be shared by SSC and Tigard Little League.
 - e. Provide SSC with access to the existing outdoor electrical outlets for use during its Playing Season.
 - f. Maintain sports field irrigation systems.
 - g. Maintain basic infrastructure (including bleachers, irrigation, dugouts, fences, etc.).
 - h. Maintain soccer fields, including
 - i. Mowing, watering/irrigating, weeding, fertilizing, applying herbicides/pesticides.

- ii. Annual field reconditioning including fertilizing, seeding, applying a top dressing, and aerating.
 - iii. Repairing, maintaining, and replacing the metal structures for goals.
- 5. SSC OBLIGATIONS. SSC agrees to:
 - a. Submit field reservation requests to the City prior to December 1 for Sport Field reservations for the upcoming year.
 - b. Line the fields weekly during the Playing Season.
 - c. Supply nets for goals during the Playing Season.
 - d. Collect and dispose of litter in designated trash receptacles after SSC's use of fields, especially after games.
 - e. Bring any requests, issues or feedback to the attention of the City Manager or the City Manager's designee so the items may be placed on the agenda for the Annual Meeting.
 - f. Comply with all current Park Rental and Use Regulations and the City's annual Park Calendar in effect at the time the reservation was made.
 - g. Maintain its account in good standing. SSC agrees that failure to keep its account with the City in good standing may result in cancellation of reservations and inability to make future reservations.
 - h. Ensure that the Sport Fields are in substantially the same condition after SSC's use as it was before. SSC will be financially responsible to City for the costs of repairs necessitated by SSC's use of Cook Park, but not including normal maintenance resulting from everyday wear-and-tear.
- 6. SPORTS FIELD AND FACILITY CLOSURES. The City may, at its sole discretion, close Cook Park or any facilities therein, including Sport Fields, if the condition of the facilities is rendered unsuitable for its intended purpose, unsafe, or if the use of the facility will create conditions which will render the facility unsuitable for use in the future. SSC will not use the Sport Fields for practice or games before the City has opened the Sport Fields or after the City has closed the Sport Fields for the season or on dates the City has closed the Sport Fields due to field condition. Generally, the Sport Fields will not open prior to March 1 and will close October 31.
- 7. CONCESSION STAND. The City authorizes SSC to operate one concession stand during its Playing Season. The City shall approve the type and placement of any concession stand or temporary structure. The existing concession stand has been designated for use by SSC during its Playing Season. SSC agrees that it will adhere to all applicable state and local laws and codes and will obtain all necessary permits. The City Manager, or the City Manager's designee may, at his or her sole discretion, revoke the authority of SSC operate a concession stand at Cook Park.
- 8. PRIORITY USE OF SPORT FIELDS.
 - a. SSC shall have priority in scheduling the Sport Fields for requests submitted prior to December 1 of the previous year. Scheduling requests must be made to the City on the City's Field Use Application form.
 - b. SSC shall only submit a scheduling request to the City for SSC's actual, planned field use for practices, games, and rain delays. SSC shall not request additional use of the Sport Field above SSC's projected actual usage.
 - c. SSC's priority scheduling is subject to compliance with all current Park Rental and Use Regulations in effect at the time the reservation was made or at the time the rental takes place. This includes having an account in good standing.

- d. Within the Park Rental Season, SSC acknowledges that the City is free to rent Cook Park sport fields and facilities to other park users when those fields and facilities have not been rented by SSC.
- e. SSC shall notify the City as soon as practicable of any days which SSC had reserved and which it will not need. Upon notice to the City, SSC releases its reservation for that scheduled time.
- f. At the Annual Meeting, SSC will provide the City with a schedule of preferred days and times for the City to conduct renovations of the Sport Fields. The City will make a good faith effort to accommodate the preferred dates, but has sole discretion over closures, including but not limited to Sport Field closures for renovations. In the event the City must close a field for emergency repairs on a day which has been reserved by SSC, the City shall provide notice to SSC as soon as practicable. The City is not liable for any damages as a result of the cancellation.
- g. Notwithstanding SSC's priority scheduling, City sponsored events shall have priority for the use of Cook Park, including all fields, parking lots, and covered structures. The City will attempt to avoid scheduling City events on the dates SSC has reserved the Sport Fields if doing so will exceed the capacity of Cook Park.

9. TOURNAMENTS.

- a. SSC may schedule one tournament each season at no cost. The date(s) for the tournament must be submitted with the reservation for the regular season. In the event the date of the tournament needs to change, SSC will notify the city as soon as practical and the city will accommodate the date change based on field and park availability.
- b. SSC will comply with the current Park Rental and Use Regulations for all tournaments, at the time the application is made
- c. Additional tournaments may be requested at any time during the season using the City's reservation forms. SSC will be charged a tournament fee and SSC's request will be approved based on field and park availability.
- d. All fees due, and other requirements such as insurance, must be paid 30 days in advance of the tournament or the tournament will be cancelled.

10. PROGRAM OPERATION. SSC is responsible for the cost and operation of its programs. SSC is not eligible for City grant funds or subsidies for program operating expenses or tournaments held as part of a regular season. Notwithstanding, SSC may request special event funds for regional, state, or national tournaments held outside of SSC's regular season. Requests for special event funding must follow the City's application process.

11. FACILITY IMPROVEMENTS. SSC may request facility improvements by the City at any time. The City will consider the requested improvements on a case-by-case basis and will consider such factors as whether the improvement is consistent with the Cook Park Master Plan, whether funds are available, and whether the improvement will be included in the Parks Division budget request for the upcoming year.

12. TIGARD MEMBERSHIP. SSC agrees that the majority of its participants are residents of the City of Tigard. Upon request by the City, SSC shall provide evidence of such to the City. Failure to provide such documentation to the City or failure to maintain a majority of Tigard residents as participants is a breach of this Agreement and grounds for termination pursuant to Section 17 of this Agreement.

13. MUTUAL RELEASE OF CLAIMS. SSC acknowledges that the City is the sole owner of the Property. The Parties forever waive, release, and covenant not to sue another Party, heirs, executors, assigns, agents, and employees with regard to any and all claims, damages, and injuries of whatever nature, whether presently known or unknown, arising out of the subject matter of the ownership interest in the Property or Sport Fields, or which could have been filed in any action or suit arising from said subject matter.
14. INSURANCE. SSC agrees to comply with all City insurance requirements in effect at the time the reservation was made or at the time the rental takes place. SSC will maintain, in full force and effect during its Playing Season, insurance that meets the City's requirements for sport field rentals. Failure to maintain adequate insurance shall be grounds for the City to deny reservations to SSC, or cancel existing reservations, and may be grounds for termination of this Agreement.
15. INDEMNIFICATION. SSC agrees to indemnify, defend, and hold harmless the City and its officers, agents, employees, and volunteers against all liability, loss, and costs arising from actions, suits, claims or demands attributable in whole or in part to the acts or omissions of SSC and SSC's officers', agents', and employees' use of Cook Park.
16. DISPUTE RESOLUTION.
 - a. If a dispute arises between the City and SSC regarding this Agreement, the Parties shall attempt to resolve the dispute first through an in-person meeting between the City Manager or the City Manager's designee and an official representative of SSC. The Parties may have legal assistance at any of the meetings in this process.
 - b. The Parties may agree to mediate at any stage of the dispute resolution process.
 - c. The informal dispute resolution steps in subsection a. above are required prior to either Party pursuing arbitration or a court action.
17. TERMINATION OF AGREEMENT.
 - a. At any time, the Parties may mutually agree to terminate this Agreement.
 - b. If SSC breaches this Agreement and fails to cure the breach within sixty (60) calendar days' notice from the City, the City may terminate the Agreement immediately following the time to cure.
 - c. If at any time SSC ceases to be a Tigard-based non-profit, primarily benefiting Tigard youth, this Agreement shall immediately terminate.
 - d. Any reservations on the books after the date of termination of this Agreement shall be void. In the event TLL wish to use any Sport Field or facility following termination of this Agreement, they may do so pursuant to the City's Park Rental and Use Regulations.
18. INABILITY OF CITY TO SATISFY OBLIGATIONS. In the event City is unable to satisfy its obligations pursuant to Section 4 of this Agreement for an extended period of time, whether due to budgetary constraints, natural disaster, or other unforeseen circumstance, City shall notify SSC in writing. Within 60 days of such notice, the Parties shall meet to determine an appropriate response. City and SSC agree to negotiate an outcome in good faith.
19. AMENDMENTS. Amendments to this Agreement must be made in writing and approved by all Parties.

20. NO PARTNERSHIP. The City and SSC are not partners or joint venturers. None of the parties is responsible for the actions of the others in the use of City property or facilities.
21. NON-ASSIGNMENT. This Agreement may not be assigned by any of the Parties without written consent of the other Parties.
22. NO SUBLETTING. SSC shall not sublet use of the Sport Fields without the prior written consent of the City.
23. NON-DISCRIMINATION. The Parties agree to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Parties also shall comply with the Americans with Disabilities Act of 1990, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.
24. AUTHORITY TO EXECUTE. The City and SSC respectively represent that the person signing this Agreement has authority to do so, that the Parties had the opportunity to seek legal counsel regarding this Agreement, and that the Parties understand their responsibilities and obligations under the Agreement.
25. ENTIRE AGREEMENT. This Agreement incorporates by reference Exhibit A attached hereto as part of this Agreement and constitutes the entire agreement between the Parties.
26. 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.
27. NOTICES. The Parties must send any notices, invoices, or other written communications required by this Agreement through the United States Mail, first-class postage paid, electronic mail ("e-mail"), or personally delivered to the addresses below. SSC is responsible for notifying the City of any changes to the addresses below within seven (7) calendar days of the change. The City is not responsible for any communications not received by SSC as a result of failure to maintain to current addresses.

Mailing Address:
City Manager
13125 SW Hall Boulevard
Tigard, OR 97223

E-mail: marty@tigard-or.gov

Southside Soccer Club
Yvonne Sera
PO Box 230169
Tigard, OR 97281

E-mail: president@southsidesoccer.org

Signature page to follow.

APPROVED BY:

CITY

Southside Soccer Club (SSC)

Signature

Signature

Name

Name

Title

Title

Date

Date

Cooperative Agreement
Regarding Cook Park Facility Use
Between the City of Tigard
and Tigard Little League

This Agreement is made and entered into by and between the City of Tigard ("City"), an Oregon municipal corporation and Tigard Little League ("TLL"), a non-profit corporation, all hereinafter collectively referred to as the "Parties."

RECITALS

The Parties agree upon the following recitals:

- A. WHEREAS, in 1998, the City entered into an agreement with Atfalati Recreation District, Inc. ("ARD"), an Oregon non-profit corporation, ("1998 Agreement") whereby ARD contributed \$150,000 towards the purchase of the Gray/Lamb Cook Park Addition ("Property") over a ten-year period and received priority scheduling at the Cook Park fields.
- B. WHEREAS, the 1998 Agreement was amended twice in April 2003 ("Second Amendment"). The Second Amendment extended the time period in which ARD had to repay the financial contribution to 2013, established credits against that amount for acquisition and development of the Property, allowed ARD to apply to the City for community event grants, and allowed ARD to operate a concession stand on the Property.
- C. WHEREAS, the 1998 Agreement was amended in May 2010 ("Third Amendment") to assign ARD's interest to TLL and Southside Soccer Club, modify the termination process, and add working together to develop operating parameters for the use of the Property facilities as a goal of the 1998 Agreement.
- D. WHEREAS, in 2013, SSC and Tigard Little League each fulfilled their obligation to repay the City their original \$150,000 contribution, for a total of \$310,045.86 collectively paid to the City.
- E. WHEREAS, the City terminated the 1998 Agreement, as amended, and in accordance with the process established in the Third Amendment, in March 2013 and effective in October 2013.
- F. WHEREAS, the City recognizes the historical partnership it has with TLL regarding the use and maintenance of the sport fields at Cook Park as well as TLL's overall contribution to youth sports in the community. The Parties, through this Agreement, wish to continue this relationship.
- G. WHEREAS, the Parties wish to jointly and finally resolve all issues between them regarding the ownership of the Property by acknowledging that the City has full ownership of the Property.
- H. WHEREAS, in recognition of TLL's contributions to the City, the Parties now wish to develop a new Agreement which reflects the relationships of the Parties, preserves TLL's priority scheduling, and establishes the Parties' obligations regarding use of the Cook Park Sports Fields.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is agreed by and between the Parties as follows:

1. COOK PARK SPORT FIELDS. This Agreement shall apply to the sport fields located at Cook Park ("Sport Fields"), as more particularly illustrated in the attached Exhibit A.
2. TERM. This Agreement shall be effective upon final execution of all Parties and shall remain in effect for a period of fifteen (15) years, ending September 1, 2030. This Agreement may be renewed for two (2) additional five-year periods if such an amendment is mutually agreed to, in writing, by the Parties. At the Annual Meeting prior to the expiration of this Agreement, TLL shall meet with the City Manager or the City Manager's designee and the Parties shall determine if they wish to renew the Agreement.
3. ANNUAL MEETING. The City will offer to TLL an optional annual meeting in November of each year for the Parties. The purpose of the annual meeting is to discuss:
 - a. The dates which TLL wishes to reserve the Sport Fields ("Playing Season"), as well as any proposed dates for tournaments. TLL may use the Sport Fields at no charge for practices and games during the Playing Season according to the schedule approved in advance by the City and for one tournament. Fees for additional tournaments shall be charged in accordance with Section 9 of this Agreement.
 - b. Any issues or concerns related to this Agreement.
 - c. Proposed improvements or operational capital projects, consistent with the City's Cook Park Master Plan.
 - d. The dates which the Sport Fields are available for use by TLL.
 - e. Other topics of mutual interest to the Parties.
4. CITY OBLIGATIONS. The City agrees to:
 - a. Provide garbage collection, including refuse cans and dumpsters, and electrical, water, and sewer service to Cook Park.
 - b. Maintain Cook Park, including the Sport Fields, facilities, and appurtenances located thereon at a base level. This includes, but is not limited to, mowing, watering, and fertilizing the fields and keeping structures in good repair. TLL acknowledges that the City's ability to provide base level maintenance is contingent upon sufficient funding, as determined in the City's annual budget process. The City will notify TLL if the budget process does not fund adequate maintenance for the upcoming year.
 - c. Consider facility improvement requests from TLL pursuant to Section 11 of this Agreement.
 - d. Provide two small equipment storage rooms to be shared by TLL and Southside Soccer Club.
 - e. Provide TLL with access to the existing outdoor electrical outlets for use during its Playing Season.
 - f. Maintain sports field irrigation systems.
 - g. Maintain basic infrastructure (including bleachers, irrigation, dugouts, fences, picnic shelters, etc.).
 - h. Maintain baseball fields, including:
 - i. Turf area maintenance:

1. Mowing, watering/irrigating, weeding, fertilizing, applying herbicides/pesticides.
 2. Annual reconditioning of the outfield, including fertilizing, seeding, applying a top dressing, and aerating as needed.
 3. Regular mowing of infield and infield turf to maintain a playable surface.
 4. Edging of warning track and infield dirt edge.
 - ii. Dirt infield areas:
 1. Pre-season and mid-season leveling using an eyeball-level standard.
 2. Laser leveling, at least every three years.
 3. Dragging fields once a week, typically on Thursday or Friday morning, during the TLL's Playing Season.
5. TLL OBLIGATIONS. TLL agrees to:
- a. Submit field reservation requests to the City prior to December 1 for Sport Field reservations for the upcoming year.
 - b. Chalk and apply base lines, as desired by TLL, and furnish the machinery/equipment required to perform this work.
 - c. Provide and apply Turface, as desired by TLL.
 - d. Install bases.
 - e. Furnish the machinery/equipment required to perform its responsibilities including chalking equipment, wheelbarrows, etc.
 - f. Collect and dispose of litter in designated trash receptacles after TLL's use of fields, especially after games.
 - g. Maintain the storage room and adjacent facilities in a neat and clean manner.
 - h. Rake/brush after games:
 - i. Fill holes at bases; and
 - ii. Replace soil and turf
 - i. Bring any requests, issues or feedback to the attention of the City Manager or the City Manager's designee so the items may be placed on the agenda for the Annual Meeting.
 - j. Comply with all current Park Rental and Use Regulations and the City's annual Park Calendar in effect at the time the reservation was made.
 - k. Ensure that the Sport Fields are in substantially the same condition after TLL use as it was before. TLL will be financially responsible to City for the costs of repairs necessitated by TLL's use of Cook Park, but not including normal maintenance resulting from everyday wear-and-tear.
6. SPORTS FIELD AND FACILITY CLOSURES. The City may, at its sole discretion, close Cook Park or any facilities therein, including Sport Fields, if the condition of the facilities is rendered unsuitable for its intended purpose, unsafe, or if the use of the facility will create conditions which will render the facility unsuitable for use in the future. TLL will not use the Sport Fields for practice or games before the City has opened the Sport Fields or after the City has closed the Sport Fields for the season or on dates the City has closed the Sport Fields due to field condition. Generally, the Sport Fields will not open prior to March 1 and will close October 31.
7. CONCESSION STAND. The City authorizes TLL to operate one concession stand during its Playing Season. The City shall approve the type and placement of any concession stand or temporary structure. The existing concession stand has been designated for use by TLL during its Playing

Season. TLL agrees that it will adhere to all applicable state and local laws and codes and will obtain all necessary permits. The City Manager, or the City Manager's designee may, at his or her sole discretion, revoke the authority of TLL operate a concession stand at Cook Park.

8. PRIORITY USE OF SPORT FIELDS.

- a. TLL shall have priority in scheduling the Sport Fields for requests submitted prior to December 1 of the previous year. Scheduling requests must be made to the City on the City's Field Use Application form.
- b. TLL shall only submit a scheduling request to the City for TLL's actual, planned field use for practices, games, and rain delays. TLL shall not request additional use of the Sport Field above TLL's projected actual usage.
- c. TLL's priority scheduling is subject to compliance with all current Park Rental and Use Regulations in effect at the time the reservation was made or at the time the rental takes place.
- d. Within the Park Rental Season, TLL acknowledges that the City is free to rent Cook Park sport fields and facilities to other park users when those fields and facilities have not been rented by TLL.
- e. TLL shall notify the City as soon as practicable of any days which TLL had reserved and which it will not need. Upon notice to the City, TLL releases its reservation for that scheduled time.
- f. At the Annual Meeting, TLL will provide the City with a schedule of preferred days and times for the City to conduct renovations of the Sport Fields. The City will make a good faith effort to accommodate the preferred dates, but has sole discretion over closures, including but not limited to Sport Field closures for renovations. In the event the City must close a field for emergency repairs on a day which has been reserved by TLL, the City shall provide notice to TLL as soon as practicable. The City is not liable for any damages as a result of the cancellation.
- g. Notwithstanding TLL's priority scheduling, City sponsored events shall have priority for the use of Cook Park, including all fields, parking lots, and covered structures. The City will attempt to avoid scheduling City events on the dates TLL has reserved the Sport Fields if doing so will exceed the capacity of Cook Park.

9. TOURNAMENTS.

- a. TLL may schedule one tournament each season at no cost. The date(s) for the tournament must be submitted with the reservation for the regular season. In the event the date of the tournament needs to change, TLL will notify the city as soon as practical and the city will accommodate the date change based on field and park availability.
- b. TLL will comply with the current Park Rental and Use Regulations for all tournaments, at the time the application is made
- c. Additional tournaments may be requested at any time during the season using the City's reservation forms. TLL will be charged a tournament fee and TLL's request will be approved based on field and park availability. TLL must have an account in good standing in order to make additional reservations for tournaments.
- d. All fees due, and other requirements such as insurance, must be paid 30 days in advance of the tournament or the tournament will be cancelled.

10. PROGRAM OPERATION. TLL is responsible for the cost and operation of its programs. TLL is not eligible for City grant funds or subsidies for program operating expenses or tournaments held as

part of a regular season. Notwithstanding, TLL may request special event funds for regional, state, or national tournaments held outside of TLL's regular season. Requests for special event funding must follow the City's application process.

11. FACILITY IMPROVEMENTS. TLL may request facility improvements by the City at any time. The City will consider the requested improvements on a case-by-case basis and will consider such factors as whether the improvement is consistent with the Cook Park Master Plan, whether funds are available, and whether the improvement will be included in the Parks Division budget request for the upcoming year.
12. TIGARD MEMBERSHIP. TLL agrees that the majority of its participants are residents of the City of Tigard. Upon request by the City, TLL shall provide evidence of such to the City. Failure to provide such documentation to the City or failure to maintain a majority of Tigard residents as participants is a breach of this Agreement and grounds for termination pursuant to Section 17 of this Agreement.
13. MUTUAL RELEASE OF CLAIMS. TLL acknowledges that the City is the sole owner of the Property. The Parties forever waive, release, and covenant not to sue another Party, heirs, executors, assigns, agents, and employees with regard to any and all claims, damages, and injuries of whatever nature, whether presently known or unknown, arising out of the subject matter of the ownership interest in the Property or Sport Fields, or which could have been filed in any action or suit arising from said subject matter.
14. INSURANCE. TLL agrees to comply with all City insurance requirements in effect at the time the reservation was made or at the time the rental takes place. TLL will maintain, in full force and effect during its Playing Season, insurance that meets the City's requirements for sport field rentals. Failure to maintain adequate insurance shall be grounds for the City to deny reservations to TLL, or cancel existing reservations, and may be grounds for termination of this Agreement.
15. INDEMNIFICATION. TLL agrees to indemnify, defend, and hold harmless the City and its officers, agents, employees, and volunteers against all liability, loss, and costs arising from actions, suits, claims or demands attributable in whole or in part to the acts or omissions of TLL and TLL's officers', agents', and employees' use of Cook Park.
16. DISPUTE RESOLUTION.
 - a. If a dispute arises between the City and TLL regarding this Agreement, the Parties shall attempt to resolve the dispute first through an in-person meeting between the City Manager or the City Manager's designee and an official representative of TLL. The Parties may have legal assistance at any of the meetings in this process.
 - b. The Parties may agree to mediate at any stage of the dispute resolution process.
 - c. The informal dispute resolution steps in subsection a. above are required prior to either Party pursuing arbitration or a court action.
17. TERMINATION OF AGREEMENT.
 - a. At any time, the Parties may mutually agree to terminate this Agreement.

- b. If TLL breaches this Agreement and fails to cure the breach within sixty (60) calendar days' notice from the City, the City may terminate the Agreement immediately following the time to cure.
- c. If at any time TLL ceases to be a Tigard-based non-profit, primarily benefiting Tigard youth, this Agreement shall immediately terminate.
- d. Any reservations on the books after the date of termination of this Agreement shall be void. In the event TLL wish to use any Sport Field or facility following termination of this Agreement, they may do so pursuant to the City's Park Rental and Use Regulations.

18. INABILITY OF CITY TO SATISFY OBLIGATIONS. In the event City is unable to satisfy its obligations pursuant to Section 4 of this Agreement for an extended period of time, whether due to budgetary constraints, natural disaster, or other unforeseen circumstance, City shall notify TLL in writing. Within 60 days of such notice, the Parties shall meet to determine an appropriate response. City and TLL agree to negotiate an outcome in good faith.

- 19. AMENDMENTS. Amendments to this Agreement must be made in writing and approved by all Parties.
- 20. NO PARTNERSHIP. The City and TLL are not partners or joint venturers. None of the parties is responsible for the actions of the others in the use of City property or facilities.
- 21. NON-ASSIGNMENT. This Agreement may not be assigned by any of the Parties without written consent of the other Parties.
- 22. NO SUBLETTING. TLL shall not sublet use of the Sport Fields without the prior written consent of the City.
- 23. NON-DISCRIMINATION. The Parties agree to comply with all applicable requirements of federal and state civil rights and rehabilitation statues, rules, and regulations. Parties also shall comply with the Americans with Disabilities Act of 1990, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.
- 24. AUTHORITY TO EXECUTE. The City and TLL respectively represent that the person signing this Agreement has authority to do so, that the Parties had the opportunity to seek legal counsel regarding this Agreement, and that the Parties understand their responsibilities and obligations under the Agreement.
- 25. ENTIRE AGREEMENT. This Agreement incorporates by reference Exhibit A attached hereto as part of this Agreement and constitutes the entire agreement between the Parties.
- 26. 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.
- 27. NOTICES. The Parties must send any notices, invoices, or other written communications required by this Agreement through the United States Mail, first-class postage paid, electronic mail ("e-mail"), or personally delivered to the addresses below. TLL is responsible for notifying the City of any changes to the addresses below within seven (7) calendar days of the change.

The City is not responsible for any communications not received by TLL as a result of failure to maintain to current addresses.

CITY
Mailing Address:
City Manager
13125 SW Hall Boulevard
Tigard, OR 97223

Tigard Little League
Kim Kelleher
PO Box 230359
Tigard, OR 97281

E-mail: Marty@tigard-or.gov

E-mail: kimkell6@gmail.com

APPROVED BY:

CITY

TLL

Signature

Signature

Name

Name

Title

Title

Date

Date

ago, Tigard earned an award for a sidewalk project at North Dakota and 95th, which is still in the federal process, and should be completed this year. The program has about \$500,000 total for infrastructure projects in this year's cycle. This grant requires a match. The match cannot be other federal funds, but can include the cost of staff time. CDBG projects must serve low to medium income areas. This project connects low to middle income areas to both downtown and the Tigard Transit Center.

CDBG application procedures require Council authorization to submit an application for CDBG funding. The City's internal grant procedures state that during the application phase, City Council is to receive notification of submittal of applications for grants, in excess of \$100,000, including if the grant creates the need to add full time staff upon award and which were not anticipated in the adopted City budget.

OTHER ALTERNATIVES

The Council could recommend modifications to the application, suggest another project, elect not to apply, and/or adjust the amount or source of match currently recommended.

COUNCIL OR CCDA GOALS, POLICIES, MASTER PLANS

This supports the vision statement of the Strategic Plan: "the most walkable community in the Pacific Northwest where people of all ages and abilities enjoy healthy and interconnected lives." This project is listed in the Strategic Plan Goal 1 report regarding walking connections. Goal 1 of the Strategic Plan is to "facilitate walking connections to create an identity."

DATES OF PREVIOUS CONSIDERATION

None.

Fiscal Impact

Cost: \$195,000

Budgeted (yes or no): no

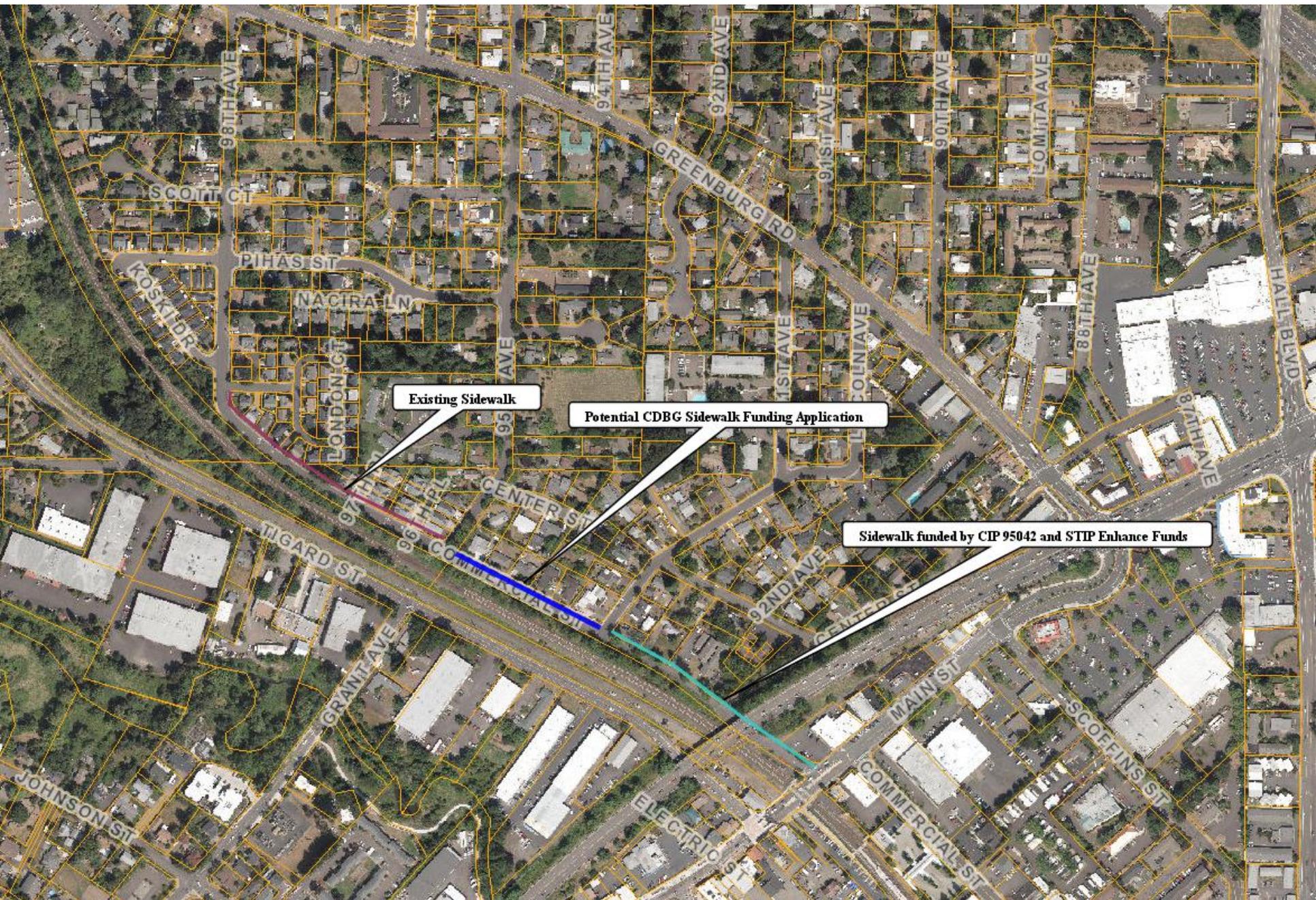
Where budgeted?: 2017

Additional Fiscal Notes:

This project will cost approximately \$195,000, and will require a match. This is a federal project, which requires a high level of project management by city staff. The \$25,000 cost of the staff time will be the city's match, paid from the Gas Tax Fund. The request of CDBG funding is to be \$170,000. This is a match of 12.8%. This project will be ready for construction in 2017. Any costs in Fiscal Year 2016 that are supported by grant funds or Gas Tax Fund match will need to be appropriated in a supplemental budget. The Gas Tax Fund has sufficient Contingency for the city staff time match.

Attachments

[Area Map](#)



Existing Sidewalk

Potential CDBG Sidewalk Funding Application

Sidewalk funded by CIP 95042 and STIP Enhance Funds

AIS-2362

7.

Business Meeting

Meeting Date: 09/22/2015

Length (in minutes): 5 Minutes

Agenda Title: US Dept of Commerce EDA Grant for Hunziker Infrastructure Project

Submitted By: Lloyd Purdy, Community Development

Item Type:

Meeting Type: Council Business Meeting - Main

Public Hearing

Newspaper Legal Ad Required?:

Public Hearing Publication

Date in Newspaper:

Information

ISSUE

The City has an opportunity to compete for a U.S. Department of Commerce, Economic Development Agency - Public Works and Economic Development Assistance grant for up to \$3 million in Federal funds to help pay for public infrastructure in the Hunziker Industrial Core. The grant will cover a portion of the cost of a new street, with full utilities, connecting Hunziker Street to Tech Center Drive; as well as new adjacent sewer and water lines to better serve businesses and future development.

STAFF RECOMMENDATION / ACTION REQUEST

Authorize the City Manager to sign this grant application when the proposal is complete.

KEY FACTS AND INFORMATION SUMMARY

The Hunziker Industrial Core contains Tigard's last remaining undeveloped industrial acreage of usable size. Upgrading connectivity, access, and infrastructure can lead to new private sector investment, new development and employment density. This is the one way a city like Tigard - surrounded on each side by existing development - can continue to support economic growth.

Tigard's constrained supply of employment lands limits the city's ability to expand its employment base for residents from Tigard and around the region. Tigard is a regional employer. At last count, 93% of Tigard's 42,000 jobs were filled by residents from a neighboring community. When public infrastructure unlocks underdeveloped property,

Tigard's industrial land can support higher levels of private investment, development and a higher density of jobs per acre.

Public infrastructure, which could be funded in part through this grant request, includes a complete street from Hunziker Street to Tech Center Drive with full utilities, as well as upgrades to the adjacent sewer and water service. An estimated \$7.5 million investment in public infrastructure is expected to catalyze private sector investment of more than \$22 million, at least 250,000SF in new development and 150 - 300 new jobs.

Tigard's economic development team is working with the city's engineering department to finalize a grant request to the U.S. Dept. of Commerce Economic Development Agency for approximately \$3 million. The grant requires local match, a project ready to begin within 6 months, and demonstration of a transformational economic impact on an investment area. Tigard will provide a local match of \$1.5 million from funding committed by the State of Oregon as well as an estimated \$2-\$3 million in related water and sewer infrastructure projects scheduled to be completed as part of Tigard's CIP.

OTHER ALTERNATIVES

Delay making this funding request, forgo this funding opportunity or seek funding for a different economic development infrastructure project.

COUNCIL OR CCDA GOALS, POLICIES, MASTER PLANS

Supporting economic development and investment in public infrastructure in the Hunziker Industrial Core is consistent with Tigard's Comprehensive Plan Goal 9 and the city's 2011 Economic Opportunity Analysis. Completion of this project also furthers the strategic vision of a more interconnected community, specifically Goal #2 -- ensuring development supports the strategic vision

DATES OF PREVIOUS CONSIDERATION

Submission of this grant is the next step on a process that began in early 2014 with a Department of Land Conservation and Development funded study of infrastructure scenarios that could improve the economic performance of the Hunziker Industrial Core. Council has been briefed on parts of this project at the following meetings: February 18, 2014; September 9, 2014; December 9, 2014 and June 16, 2015. These updates included discussion and review of the public/private partnership between the Fields Trust, Trammell Crow and the City of Tigard. Pursuit of funding for public infrastructure in the Hunziker Industrial Core is a primary responsibility of the City of Tigard in this public/private partnership.

Fiscal Impact

Cost: \$7.5 Mil

Budgeted (yes or no): Partially

Where budgeted?: Multiple

Additional Fiscal Notes:

Tigard has already received notification that the state will provide \$1.5 million for the project. In addition, Tigard's adopted CIP has \$3 million in water and sewer projects to serve the area, of which a significant portion is directly applicable to this proposed project. A developer's contribution is also eligible for match, as long as they follow federal construction project guidelines. Between these combined local contributions, Tigard is applying for up to \$3 million in US Department of Commerce grant funds to complete the funding of the Hunziker Infrastructure Project.

Attachments

No file(s) attached.
