



City of Tigard
Tigard Business Meeting – Agenda

TIGARD CITY COUNCIL & LOCAL CONTRACT REVIEW BOARD Revised 12/07/2015,
Executive session topics at beginning and end of meeting were reversed.

MEETING DATE AND TIME: December 8, 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 & LOCAL CONTRACT REVIEW BOARD Revised 12/07/2015, Executive session topics at beginning and end of meeting were reversed.

MEETING DATE AND TIME: December 8, 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. 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. Executive Sessions are closed to the public. **6:30 p.m. estimated time**

- B. LIAISON REPORTS **7:00 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 High School Student Envoy
 - C. Tigard Area Chamber of Commerce
 - D. Citizen Communication – Sign Up Sheet

3. CONSENT AGENDA: Tigard City Council and Local Contract Review Board. These items are considered routine and may be enacted in one motion without separate discussion. Anyone may request that an item be removed by motion for discussion and separate action. Motion to:
 - A. RECEIVE AND FILE: ELECTION RESULTS, COUNCIL CALENDAR AND TENTATIVE AGENDA
 - B. Local Contract Review Board:
 1. CONSIDER CONTRACT AWARD FOR UTILITY BILLING MAILING SERVICES
 2. CONSIDER AUTHORIZING THE CITY MANAGER TO SIGN AN IGA WITH METRO FOR THE MAINTENANCE OF A TRAIL EASEMENT
- *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 RESOLUTION TO APPOINT AUDIT COMMITTEE MEMBERS **7:40 estimated time**
5. CONSIDER RESOLUTION TO APPOINT BUDGET COMMITTEE MEMBERS **7:45 p.m. estimated time**
6. CONSIDER RESOLUTION TO APPOINT PLANNING COMMISSION MEMBERS **7:50 p.m. estimated time**
7. CONSIDER RESOLUTION TO APPOINT TRANSPORTATION ADVISORY COMMITTEE MEMBERS **7:55 p.m. estimated time**
8. PUBLIC HEARING: SIDEWALK GAP PROGRAM **8:00 p.m. estimated time**
9. DISCUSSION ON PROHIBITION ON SMOKING IN CITY PARKS **8:45 p.m. estimated time**
10. NON AGENDA ITEMS
11. EXECUTIVE SESSION: The Tigard City Council will go into Executive Session to discuss the performance of an executive 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. **9:05 p.m. estimated time**
12. ADJOURNMENT **9:35 p.m. estimated time**

AIS-2077

B.

Business Meeting

Meeting Date: 12/08/2015

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-2471

3. A.

Business Meeting

Meeting Date: 12/08/2015

Length (in minutes): Consent Item

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

Submitted By: Carol Krager, Central Services

Item Type: Receive and File

Meeting Type: Consent -
Receive and
File

Public Hearing: No

Publication Date:

Information

ISSUE

Receive and file the official election results for the November 3, 2015, City of Tigard election for two charter amendments and a general obligation bond measure for a community recreation center. Receive and file the Council Calendar and the Tentative Agenda for future council meetings.

STAFF RECOMMENDATION / ACTION REQUEST

No action is requested; this summary is for information purposes.

KEY FACTS AND INFORMATION SUMMARY

When the city recorder canvasses the votes received from the Washington County Elections Division, a copy is filed with the city council to officially "receive and file" the election result information. As detailed in the Abstract of Votes, the following are the results of the November 3, 2015, election for the City of Tigard:

- Ballot Measure 34-239 - Charter amendment allowing councilors to run for office without resigning - Failed (5,178 yes, 5,733 no)
- Ballot Measure 34-240 - Charter amendment increasing term limits - Failed (2,258 yes, 8,743 no)
- Ballot Measure 34-241 - General Obligations Bonds for a Community & Recreation Center - Failed (3,877 yes, 7,443 no)
- The election results by precinct and a City of Tigard precinct map are attached. Voter turnout for Washington County was 34.77 percent and voter turnout for the City of Tigard was about. 40.8 percent.

Also attached are the Council Calendar and Tentative agenda for future council meetings.

OTHER ALTERNATIVES

N/A

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

N/A

DATES OF PREVIOUS COUNCIL CONSIDERATION

N/A

Attachments

Abstract of Votes - November 3, 2015 Election

Precinct Map

Three-month Council Calendar

Tentative Agenda

Tentative Agenda



WASHINGTON COUNTY

OREGON

November 20, 2015

City Recorder
City of Tigard
13125 SW Hall Blvd
Tigard OR 97223

Enclosed you will find a copy of the Abstract of Votes for City of Tigard relating to the Special Election held on November 3, 2015.

Sincerely,

A handwritten signature in black ink that reads "Mickie Kawai". The signature is fluid and cursive.

Mickie Kawai
Elections Manager

MK/tk

SUMMARY REPORT

Washington County, Oregon
Special Election
November 3, 2015

Official

Run Date:11/20/15 11:37 AM

Report EL45 Page 001

	VOTES	PERCENT
PRECINCTS COUNTED (OF 156)	156	100.00
REGISTERED VOTERS - TOTAL	289,223	
BALLOTS CAST - TOTAL	100,558	
VOTER TURNOUT - TOTAL		34.77

34-235 Washington County LOL
Library Services

VOTE FOR 1		
Yes	64,005	63.92
No.	36,127	36.08
Over Votes	12	
Under Votes	414	

34-236 Washington County LOL
Public Safety Renewal

VOTE FOR 1		
Yes	72,709	72.69
No.	27,317	27.31
Over Votes	8	
Under Votes	524	

34-239 City of Tigard
Charter Amendment - Council

VOTE FOR 1		
Yes	5,178	47.46
No.	5,733	52.54
Over Votes	1	
Under Votes	510	

34-240 City of Tigard
Charter Amendment - Term

VOTE FOR 1		
Yes	2,258	20.53
No.	8,743	79.47
Over Votes	1	
Under Votes	420	

34-241 City of Tigard GOB
Community & Recreation Center

VOTE FOR 1		
Yes	3,877	34.25
No.	7,443	65.75
Over Votes	0	
Under Votes	102	

34-242 City of Sherwood
Annex 101.49 Acres

VOTE FOR 1		
Yes	1,520	30.79
No.	3,416	69.21
Over Votes	0	
Under Votes	29	

3-468 City of Wilsonville
Urban Renewal District Formation

VOTE FOR 1		
Yes	28	62.22
No.	17	37.78
Over Votes	0	
Under Votes	3	



I, Richard W. Hobernick, Director of Assessment and Taxation and Ex-Officio County Clerk for Washington County, do hereby certify this to be a true and correct copy of the original.

Date: November 20, 2015
By: [Signature]
[Signature]

	TOTAL	PERCENT		TOTAL	PERCENT
01 = REGISTERED VOTERS - TOTAL	289,223		03 = VOTER TURNOUT - TOTAL		34.77
02 = BALLOTS CAST - TOTAL	100,558				
	01	02	03		
0301 301	1669	699	41.88		
0302 302	2183	672	30.78		
0303 303	929	306	32.94		
0304 304	2793	844	30.22		
0305 305	876	242	27.63		
0306 306	598	175	29.26		
0307 307	1698	586	34.51		
0308 308	169	69	40.83		
0309 309	3087	1073	34.76		
0310 310	1593	610	38.29		
0311 311	636	219	34.43		
0312 312	742	310	41.78		
0313 313	6	4	66.67		
0314 314	292	118	40.41		
0315 315	950	439	46.21		
0316 316	733	333	45.43		
0317 317	954	364	38.16		
0318 318	2784	903	32.44		
0319 319	6304	1736	27.54		
0320 320	2694	702	26.06		
0321 321	296	76	25.68		
0322 322	236	74	31.36		
0324 324	452	169	37.39		
0325 325	3	2	66.67		
0326 326	1768	694	39.25		
0327 327	3574	1014	28.37		
0328 328	1946	782	40.18		
0329 329	6909	2392	34.62		
0330 330	1279	471	36.83		
0331 331	2288	578	25.26		
0332 332	0	0			
0333 333	3440	717	20.84		
0334 334	148	62	41.89		
0335 335	4428	1676	37.85		
0336 336	2775	953	34.34		
0337 337	4034	1154	28.61		
0338 338	4574	1253	27.39		
0339 339	2541	581	22.87		
0340 340	3252	1093	33.61		
0341 341	311	127	40.84		
0342 342	61	28	45.90		
0343 343	4354	1493	34.29		
0344 344	4129	1318	31.92		
0345 345	26	10	38.46		
0346 346	276	122	44.20		
0347 347	62	29	46.77		
0348 348	27	9	33.33		
0349 349	2571	677	26.33		
0350 350	3043	981	32.24		
0351 351	2553	603	23.62		
0352 352	856	180	21.03		
0353 353	1995	631	31.63		
0354 354	3819	1460	38.23		
0355 355	3026	962	31.79		
0356 356	1801	509	28.26		
0357 357	1552	489	31.51		

01 = REGISTERED VOTERS - TOTAL
02 = BALLOTS CAST - TOTAL

TOTAL PERCENT
289,223
100,558

03 = VOTER TURNOUT - TOTAL

TOTAL PERCENT
34.77

(CONTINUED FROM PREVIOUS PAGE)

01 02 03

0359 359	2301	676	29.38
0360 360	2850	759	26.63
0361 361	1656	358	21.62
0362 362	3563	1342	37.66
0363 363	3354	1209	36.05
0364 364	4289	1657	38.63
0365 365	2879	1232	42.79
0366 366	1939	543	28.00
0367 367	3732	1266	33.92
0368 368	3706	1188	32.06
0369 369	1807	614	33.98
0370 370	2172	761	35.04
0371 371	2209	839	37.98
0372 372	1738	696	40.05
0373 373	307	127	41.37
0374 374	13	13	100.0
0375 375	267	92	34.46
0376 376	1910	692	36.23
0377 377	2282	959	42.02
0378 378	1715	582	33.94
0379 379	2381	765	32.13
0380 380	2235	910	40.72
0381 381	1501	481	32.05
0382 382	3037	907	29.86
0383 383	1037	434	41.85
0384 384	2326	972	41.79
0385 385	2998	1170	39.03
0386 386	2767	1299	46.95
0387 387	993	254	25.58
0388 388	869	307	35.33
0389 389	2362	709	30.02
0390 390	3717	1368	36.80
0391 391	317	65	20.50
0392 392	173	40	23.12
0393 393	651	264	40.55
0394 394	231	45	19.48
0395 395	3216	1045	32.49
0396 396	894	357	39.93
0397 397	2413	858	35.56
0398 398	1665	576	34.59
0399 399	2217	779	35.14
0400 400	2948	1068	36.23
0401 401	1678	723	43.09
0402 402	1034	423	40.91
0403 403	3726	1709	45.87
0404 404	2654	1092	41.15
0405 405	4458	1918	43.02
0406 406	3107	1159	37.30
0407 407	1679	736	43.84
0408 408	4304	2152	50.00
0409 409	2727	934	34.25
0410 410	2927	910	31.09
0411 411	2625	612	23.31
0412 412	1857	610	32.85
0413 413	962	279	29.00
0414 414	590	210	35.59
0415 415	474	295	62.24

01 = REGISTERED VOTERS - TOTAL
02 = BALLOTS CAST - TOTAL

TOTAL PERCENT
289,223
100,558

03 = VOTER TURNOUT - TOTAL

TOTAL PERCENT
34.77

(CONTINUED FROM PREVIOUS PAGE)

	01	02	03
0416 416	1696	. 642	37.85
0417 417	1270	. 407	32.05
0418 418	1983	. 731	36.86
0419 419	1687	. 954	56.55
0420 420	3260	1112	34.11
0421 421	284	. 89	31.34
0422 422	24	. 10	41.67
0423 423	3031	. 864	28.51
0424 424	4205	2075	49.35
0425 425	980	. 364	37.14
0426 426	418	. 168	40.19
0427 427	30	. 10	33.33
0428 428	1404	. 432	30.77
0429 429	2708	. 756	27.92
0430 430	902	. 536	59.42
0431 431	1309	. 528	40.34
0432 432	299	. 48	16.05
0433 433	2163	. 714	33.01
0434 434	3592	1174	32.68
0435 435	3798	1935	50.95
0436 436	2112	. 706	33.43
0437 437	51	. 27	52.94
0438 438	247	. 60	24.29
0439 439	218	. 72	33.03
0440 440	1243	. 312	25.10
0441 441	64	. 22	34.38
0443 443	22	. . 8	36.36
0444 444	1350	. 415	30.74
0446 446	3654	1305	35.71
0447 447	2088	. 857	41.04
0448 448	418	. 87	20.81
0449 449	98	. 32	32.65
0450 450	70	. 30	42.86
0451 451	0	. . 0
0452 452	2156	. 487	22.59
0454 454	893	. 285	31.91
0455 455	99	. 36	36.36
0456 456	30	. . 5	16.67
0457 457	2278	. 955	41.92
0458 458	2667	1143	42.86
0459 459	2820	1003	35.57
0460 460	2430	. 480	19.75
0461 461	2638	. 869	32.94



I, Richard W. Hobernicht, Director of Assessment and Taxation and Ex-Officio County Clerk for Washington County, do hereby certify this to be a true and correct copy of the original.

Date: November 20, 2015

By: [Signature]

34-239 City of Tigard
Charter Amendment - Council
VOTE FOR 1
01 = Yes
02 = No

VOTES PERCENT

VOTES PERCENT

5,178 47.46
5,733 52.54

03 = OVER VOTES
04 = UNDER VOTES

1
510

	01	02	03	04
0400 400	415	596	0	57
0402 402	194	208	0	21
0403 403	795	847	1	66
0404 404	474	570	0	48
0405 405	911	918	0	89
0406 406	500	617	0	42
0408 408	1036	1000	0	116
0409 409	420	473	0	41
0416 416	285	340	0	17
0427 427	5	5	0	0
0450 450	13	17	0	0
0454 454	130	142	0	13



34-240 City of Tigard
Charter Amendment - Term

VOTES PERCENT

VOTES PERCENT

VOTE FOR 1

01 = Yes

02 = No

2,258 20.53
8,743 79.47

03 = OVER VOTES
04 = UNDER VOTES

1
420

	01	02	03	04
0400 400	212	810	1	45
0402 402	73	334	0	16
0403 403	327	1341	0	41
0404 404	214	838	0	40
0405 405	398	1440	0	80
0406 406	251	867	0	41
0408 408	449	1605	0	98
0409 409	152	746	0	36
0416 416	123	505	0	14
0427 427	3	7	0	0
0450 450	6	24	0	0
0454 454	50	226	0	9



34-241 City of Tigard GOB
Community & Recreation Center

VOTES PERCENT

VOTES PERCENT

VOTE FOR 1

01 = Yes

02 = No

3,877 34.25
7,443 65.75

03 = OVER VOTES
04 = UNDER VOTES

0
102

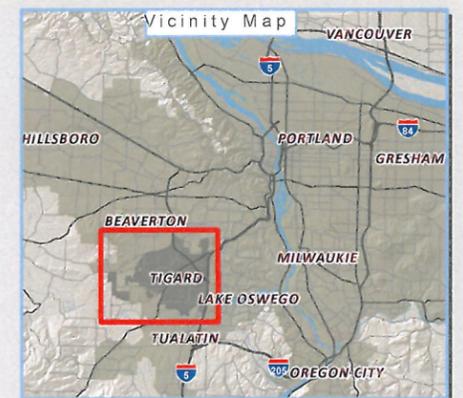
	01	02	03	04
0400 400	390	670	0	8
0402 402	138	274	0	11
0403 403	500	1197	0	12
0404 404	401	688	0	3
0405 405	686	1209	0	23
0406 406	504	652	0	3
0408 408	648	1477	0	27
0409 409	282	641	0	11
0416 416	213	425	0	4
0427 427	2	8	0	0
0450 450	11	19	0	0
0454 454	102	183	0	0



Voting Precincts

City of
Tigard Oregon

-  Precincts
-  Tigard City Boundary

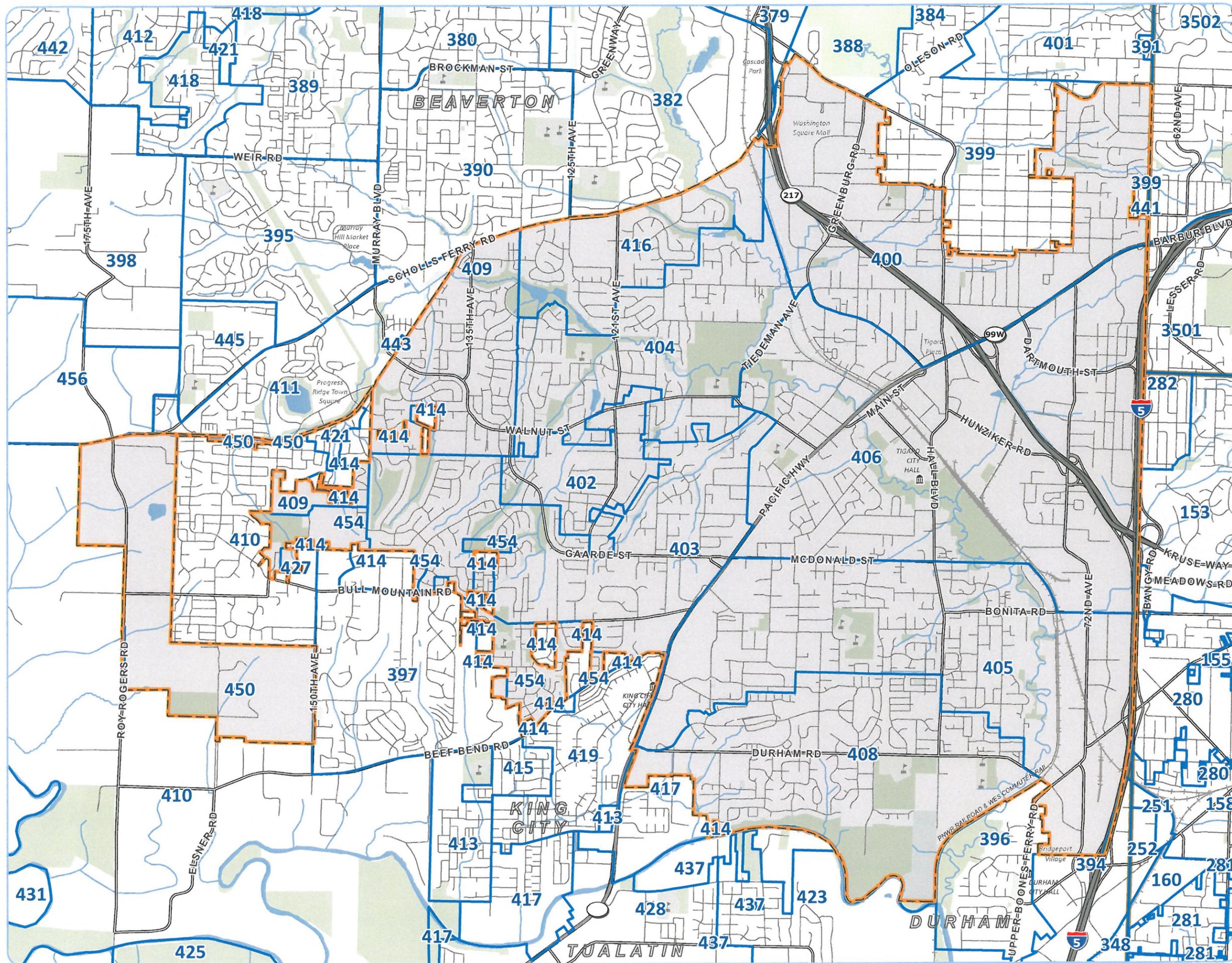


**TIGARD
MAPS**

Map Created: 11/21/2015

"A Place to Call Home"

City of Tigard, Oregon
13125 SW Hall Blvd
Tigard, OR 97223
503 639-4171
www.tigard-or.gov





MEMORANDUM

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

FROM: Carol A. Krager, City Recorder

RE: Three-Month Council/CCDA Meeting Calendar

DATE: December 1, 2015

December

1 Tuesday City Center Development Agency – 6:30 p.m., Town Hall

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

15* Tuesday Council Workshop/Business Meeting – 6:30 p.m., Town Hall

22 Tuesday Council Meeting Cancelled. Council Training & Groundrules Meeting – 5:30-9:30 p.m., Fanno Creek House

25 Friday Christmas Holiday – City Offices & Library Closed

January

1 Friday New Year's Day Holiday – City Offices & Library Closed

5 Tuesday City Center Development Agency CANCELLED – 6:30 p.m., Town Hall

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

18 Monday Martin Luther King Jr. Day – City Offices Closed, Library Open

19* Tuesday Council Workshop/Business Meeting – 6:30 p.m., Town Hall

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

28 Thursday Council Outreach– 6:30-8:30 p.m., Summerfield Clubhouse

February

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

4 Thursday State of the City Address, Indio Spirits, 7272 SW Durham Rd. #100, 6:30-8:30 p.m.

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

15 Monday Presidents' Day Holiday – City Offices Closed, Library Open

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

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

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

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

**City Council Tentative Agenda
 11/30/2015 9:38 AM - Updated**

Form #	Meeting Date	Submitted By	Meeting Type	-----Title-----	Department	Inbox or Finalized
2042	12/08/2015	Norma Alley	AAA	December 8, 2015 Business Meeting		
2077	12/08/2015	Norma Alley	CCBSNS	15 Minutes - Council Liaison Reports	City Management	12/22/2014
		Dana Bennett		30 Minutes – Executive Session per ORS 192.660 (2)(i)		
				45 of 45 Minutes Scheduled – STUDY SESSION IS FULL		
2358	12/08/2015	Joseph Barrett	CCBSNS	Consent Item - Contract Award - Utility Billing Mailing Services	Finance and Information Services	11/19/2015
2416	12/08/2015	Steve Martin	CCBSNS	Consent Item - Consider Authorizing the City Manager to Sign an IGA with Metro for the Maintenance of a Trail Easement	Public Works	11/25/2015
2471	12/08/2015	Carol Krager	CCBSNS	Consent Item - Receive and File: Election Results, Council Calendar and Council Tentative Agenda	Central Services	Krager C, City Recorder
2353	12/08/2015	Liz Lutz	CCBSNS	1 5 Minutes - Appoint Audit Committee Members	Finance and Info Services	11/24/2015
2354	12/08/2015	Liz Lutz	CCBSNS	2 5 Minutes - Appoint Budget Committee Members	Finance and Info Services	11/24/2015
2405	12/08/2015	Doreen Laughlin	CCBSNS	3 5 Minutes - Appoint Planning Commission Members	Community Development	11/24/2015
2439	12/08/2015	Joe Patton	CCBSNS	4 5 Minutes - Appoint Transportation Advisory Committee Members	Community Development	11/25/2015
2324	12/08/2015	Carissa Collins	CCBSNS	5 45 Minutes - Public Hearing: Sidewalk Gap Program	Finance and Information Services	MartyW, City Manager
2415	12/08/2015	Carol Krager	CCBSNS	6 20 Minutes - Prohibition of Smoking in City Parks	City Management	11/25/2015
		Carol Krager		7 15 Minutes – Executive Session per ORS 192.660(2)(f)		
				Total Time: 100 of 100 Minutes Scheduled – MEETING IS FULL		

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

**City Council Tentative Agenda
 11/30/2015 9:38 AM - Updated**

Form #	Meeting Date	Submitted By	Meeting Type	-----Title-----	Department	Inbox or Finalized
2043	12/15/2015	Norma Alley	AAA	December 15, 2015 Workshop Meeting		
2424	12/15/2015	Carol Krager	CCWKSHOP	1 45 Minutes - Joint Meeting with the Budget Committee	Finance and Information Services	MartyW, City Manager
2464	12/15/2015	Susan Shanks	CCWKSHOP	2 15 Minutes - IGA with WA County for Funding Roy Rogers Rd Improvements	Community Development	Patton, J., Senior Administrative Sp
2411	12/15/2015	Cheryl Caines	CCWKSHOP	3 30 Minutes - Tigard Triangle Project Update	Community Development	Patton, J., Senior Administrative Sp
2413	12/15/2015	Susan Shanks	CCWKSHOP	4 30 Minutes - River Terrace Update	Community Development	11/05/2015
2476	12/15/2015	Rudy Owens	CCWKSHOP	5 20 Minutes - Receive Report on Tigard Community Attitudes Survey	City Management	Owens R, Comm. Strategist
2423	12/15/2015	Loreen Mills	CCWKSHOP	6 40 Minutes - Executive Session - exempt public records under ORS 192.660(2) (f)	City Management	10/28/2015
Total Time: 180 of 180 Minutes Scheduled – MEETING IS FULL						
2044	12/22/2015	Norma Alley	AAA	December 22, 2015 Council Training Fanno Creek House 5:30-9:30 p.m.		
2470	01/05/2016	Norma Alley	AAA	January 5, 2016 CCDA Meeting - CANCELLED		
2402	01/12/2016	Carol Krager	AAA	January 12, 2016 Business Meeting		
2462	01/12/2016	Lloyd Purdy	ACCSTUDY	1 15 Minutes - Executive Session per ORS 192.660(2)(e) Real Property Transaction	Community Development	11/05/2015
2425	01/12/2016	Norma Alley	ACCSTUDY	2 15 Minutes - Council Liaison Reports	Central Services	10/29/2015
2473	01/12/2016	Carol Krager	ACCSTUDY	3 15 Minutes - Receive Update from Metro Councilor Dirksen	Central Services	Krager C, City Recorder
Total Time: 45 of 45 Minutes Scheduled – STUDY SESSION IS FULL						

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11/30/2015 9:38 AM - Updated**

Form #	Meeting Date	Submitted By	Meeting Type	Title	Department	Inbox or Finalized
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2474	01/12/2016	Sean Farrelly	CCBSNS	1 5 Minutes - Appoint City Center Advisory Commission Members	Community Development	Farrelly S, Redev Project Manager
2328	01/12/2016	Norma Alley	CCBSNS	2 45 Minutes - Public Hearing: Consideration of a Parks & Recreation Charge	Finance and Info Services	LaFrance T, Fin/Info Svcs Dir
2463	01/12/2016	Gary Pagenstecher	CCBSNS	3 45 Minutes - Medium Density Residential (R-12) Preservation	Community Development	Pagenstecher G, Assoc Planner
2376	01/12/2016	Dana Bennett	CCBSNS	4 5 Minutes - Consider Amendment to Contract	City Management	Bennett, D, HR Director
Total Time: 100 of 100 Minutes Scheduled – MEETING IS FULL						
2403	01/19/2016	Carol Krager	AAA	January 19, 2016 Workshop Meeting Mayor Cook Absent		
2389	01/19/2016	Judy Lawhead	CCWKSHOP	10 Minutes - Briefing on an Intergovernmental Agreement with the Oregon Department of Transportation for Design and Construction of New Sections of Fanno Cr. Trail	Public Works	McCarthy M, St/Trans Sr Proj Eng
Total Time: 10 of 180 Minutes Scheduled						
2404	01/26/2016	Carol Krager	AAA	January 26, 2016 Business Meeting		
2426	01/26/2016	Norma Alley	ACCSTUDY	15 Minutes - Council Liaison Reports	Central Services	10/29/2015
Total Time: 15 of 45 Minutes Scheduled						
2390	01/26/2016	Judy Lawhead	CCBSNS	10 Minutes - Consider Authorizing the City Manager to Sign an IGA with ODOT for Design and Construction of New Sections of the Fanno Creek Trail	Public Works	McCarthy M, St/Trans Sr Proj Eng
2467	01/26/2016	Susan Shanks	CCBSNS	5 Minutes - IGA with WA County for Funding Roy Rogers Rd Improvements	Community Development	Shanks S, Senior Planner

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Total Time: 55 of 100 Minutes Scheduled						
2420	02/02/2016	Carol Krager	AAA	February 2, 2016 CCDA Meeting		
2125	02/02/2016	Sean Farrelly	CCDA	15 Minutes - Fanno Creek Overlook Update	Community Development	Farrelly S, Redev Project Manager
2134	02/02/2016	Sean Farrelly	CCDA	20 Minutes - Downtown Housing Inventory and Report	Community Development	Farrelly S, Redev Project Manager
2135	02/02/2016	Sean Farrelly	CCDA	20 Minutes - Downtown Jobs Inventory and Report	Community Development	Farrelly S, Redev Project Manager
Total Time: 55 of 100 Minutes Scheduled						
	02/04/2016			February 4, 2016 State of the City Address Indio Spirits (7272 SW Durham Rd., #100) 6:30-8:30 p.m.		
2419	02/09/2016	Carol Krager	AAA	February 9, 2016 Business Meeting		
2427	02/09/2016	Norma Alley	ACCSTUDY	15 Minutes - Council Liaison Reports	Central Services	10/29/2015
Total Time: 15 of 45 Minutes Scheduled						
2479	02/09/2016	Carol Krager	CCBSNS	35 Minutes - Public Hearing: Approve Resolution Submitting to the Voters a Referral on Financing a Sidewalk Gap Program	Finance and Information Services	LaFrance T, Fin/Info Svcs Director
2480	02/09/2016	Carol Krager	CCBSNS	30 Minutes - Legislative Public Hearing: Consider Ordinance Amending TMC Chapter 15.20 Street Maintenance Fee	Finance and Information Services	LaFrance T, Fin/Info Svcs Director
2481	02/09/2016	Carol Krager	CCBSNS	35 Minutes - Public Hearing: Consider Resolution to Adopt Increased Street Maintenance Fee	Finance and Info Services	Krager C, City Recorder
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Form #	Meeting Date	Submitted By	Meeting Type	Title	Department	Inbox or Finalized
2421	02/16/2016	Carol Krager	AAA	February 16, 2016 Workshop Meeting		
2374	02/16/2016	Liz Lutz	CCWKSHOP	30 Minutes - City of Tigard Financial Audit Report	Finance and Information Services	Lutz L, Conf Exec Asst
2417	02/16/2016	Marissa Grass	CCWKSHOP	30 Minutes - Community Development Block Grant (CDBG) Entitlement Status Discussion	Community Development	Grass M, Assoc Planner
2465	02/16/2016	John Goodrich	CCWKSHOP	30 Minutes - Willamette Water Supply Project - Project by Other Agencies - Update	Public Works	Goodrich J, Division Manager
				Total Time: 90 of 180 Minutes Scheduled		
2422	02/23/2016	Carol Krager	AAA	February 23, 2016 Business Meeting		
2428	02/23/2016	Norma Alley	ACCSTUDY	15 Minutes - Council Liaison Reports	Central Services	10/29/2015
				Total Time: 15 of 45 Minutes Scheduled		

Meeting Banner Business Meeting
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 11/30/2015 9:38 AM - Updated**

Form #	Meeting Date	Submitted By	Meeting Type	-----Title-----	Department	Inbox or Finalized
2042	12/08/2015	Norma Alley	AAA	December 8, 2015 Business Meeting		
2077	12/08/2015	Norma Alley	CCBSNS	15 Minutes - Council Liaison Reports	City Management	12/22/2014
		Dana Bennett		30 Minutes – Executive Session per ORS 192.660 (2)(i)		
				45 of 45 Minutes Scheduled – STUDY SESSION IS FULL		
2358	12/08/2015	Joseph Barrett	CCBSNS	Consent Item - Contract Award - Utility Billing Mailing Services	Finance and Information Services	11/19/2015
2416	12/08/2015	Steve Martin	CCBSNS	Consent Item - Consider Authorizing the City Manager to Sign an IGA with Metro for the Maintenance of a Trail Easement	Public Works	11/25/2015
2471	12/08/2015	Carol Krager	CCBSNS	Consent Item - Receive and File: Election Results, Council Calendar and Council Tentative Agenda	Central Services	Krager C, City Recorder
2353	12/08/2015	Liz Lutz	CCBSNS	1 5 Minutes - Appoint Audit Committee Members	Finance and Info Services	11/24/2015
2354	12/08/2015	Liz Lutz	CCBSNS	2 5 Minutes - Appoint Budget Committee Members	Finance and Info Services	11/24/2015
2405	12/08/2015	Doreen Laughlin	CCBSNS	3 5 Minutes - Appoint Planning Commission Members	Community Development	11/24/2015
2439	12/08/2015	Joe Patton	CCBSNS	4 5 Minutes - Appoint Transportation Advisory Committee Members	Community Development	11/25/2015
2324	12/08/2015	Carissa Collins	CCBSNS	5 45 Minutes - Public Hearing: Sidewalk Gap Program	Finance and Information Services	MartyW, City Manager
2415	12/08/2015	Carol Krager	CCBSNS	6 20 Minutes - Prohibition of Smoking in City Parks	City Management	11/25/2015
		Carol Krager		7 15 Minutes – Executive Session per ORS 192.660(2)(f)		
				Total Time: 100 of 100 Minutes Scheduled – MEETING IS FULL		

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2043	12/15/2015	Norma Alley	AAA	December 15, 2015 Workshop Meeting		
2424	12/15/2015	Carol Krager	CCWKSHOP	1 45 Minutes - Joint Meeting with the Budget Committee	Finance and Information Services	MartyW, City Manager
2464	12/15/2015	Susan Shanks	CCWKSHOP	2 15 Minutes - IGA with WA County for Funding Roy Rogers Rd Improvements	Community Development	Patton, J., Senior Administrative Sp
2411	12/15/2015	Cheryl Caines	CCWKSHOP	3 30 Minutes - Tigard Triangle Project Update	Community Development	Patton, J., Senior Administrative Sp
2413	12/15/2015	Susan Shanks	CCWKSHOP	4 30 Minutes - River Terrace Update	Community Development	11/05/2015
2476	12/15/2015	Rudy Owens	CCWKSHOP	5 20 Minutes - Receive Report on Tigard Community Attitudes Survey	City Management	Owens R, Comm. Strategist
2423	12/15/2015	Loreen Mills	CCWKSHOP	6 40 Minutes - Executive Session - exempt public records under ORS 192.660(2) (f)	City Management	10/28/2015
				Total Time: 180 of 180 Minutes Scheduled – MEETING IS FULL		
2044	12/22/2015	Norma Alley	AAA	December 22, 2015 Council Training Fanno Creek House 5:30-9:30 p.m.		
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				Total Time: 15 of 45 Minutes Scheduled		

AIS-2358

3. B. 1.

Business Meeting

Meeting Date: 12/08/2015
Length (in minutes): Consent Item
Agenda Title: Contract Award - Utility Billing Mailing Services
Prepared For: Joseph Barrett
Submitted By: Joseph Barrett, Finance and Information Services
Item Type: Motion Requested **Meeting Type:** Local Contract Review Board

Public Hearing No

Newspaper Legal Ad Required?:

Public Hearing Publication

Date in Newspaper:

Information

ISSUE

Shall the Local Contract Review Board award a contract for printing and mailing services for the city's utility bills to BMS Technologies for an estimated \$750,000 over five years.

STAFF RECOMMENDATION / ACTION REQUEST

Staff recommends the Local Contract Review Board award the printing and mailing services contract for the city's utility bills to BMS Technologies for an estimated \$750,000 over five years and further authorize the City Manager to take the necessary steps to execute the contract.

KEY FACTS AND INFORMATION SUMMARY

The city currently generates approximately 250,000 utility bills during a calendar year. Mailings average 4,850 bills, 300 urgent notices, and 50 final statements each week reaching over 18,500 customers monthly. Bills are processed 52 weeks a year through the city's Springbrook financial system. In addition to standard utility bills, each week the City also sends Urgent Notices via USPS first class mail to customers who are past due on their account. As with standard bills, a file will be sent to the Awarded Contractor electronically so these Urgent Notice statements can be printed and mailed by the Awarded Contractor. For those bills that are not paid and are approaching the deadline for water to be disconnected due to non-payment, a file will be sent to the Awarded Contractor to prepare Final Notices in a pdf file that can then be printed by the City.

The city uses the services of a contractor to provide printing, mailing, including postage, and barcode service for the city's Financial and Information Services Department. The bulk of

the services will be provided to the city's Utility Billing division but may also include other special mailings such as the City's Business License renewal notices. The mailing and barcode service shall include same-day service for the printing of utility statement sent electronically to the Awarded Contractor, folding and inserting into envelopes, printing of bar code on envelopes, applying postage, and delivering to the Post Office.

The city issued an RFP for the services on September 11th and received responses back from six firms

- BMS Technologies
- AFTS
- Databar
- Epiq Systems
- Metro Presort
- Sebis Direct

The scoring panel reviewed these proposals based on the criteria in the RFP and determined that BMS Technologies, Epiq Presort, and Metro Presort to be the top ranking firms. The panel's consensus was to issue a "Best and Final" pricing request to the three top ranking firms in order to best determine the potential contract cost. Two of the selected firms (BMS Technologies and Metro Presort) submitted revised pricing. After reviewing the new pricing and taking the other criteria into account, the scoring panel has determined that BMS Technologies submitted the proposal that best meets the needs of the city. As such, the panel recommends the LCRB award the contract for printing and mailing for the city's utility bills to BMS Technologies for an estimated \$750,000 over five years.

OTHER ALTERNATIVES

The Local Contract Review Board may reject the proposals and direct staff to reissue the RFP.

The Local Contract Review Board may reject the proposals and direct staff to evaluate the feasibility of taking the work in-house.

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

DATES OF PREVIOUS COUNCIL CONSIDERATION

The Local Contract Review Board discussed this contract at their November 10, 2015 meeting and was unanimous in agreeing to have this move forward on consent.

Fiscal Impact

Cost: \$150,000/y

Budgeted (yes or no): Yes

Where budgeted?: Central Services

Additional Fiscal Notes:

The proposed contract is for an estimated \$150,000/year for up to five years. The total over five years is estimated at \$750,000. The funds are budgeted annually in the Central Services Fund via transfers from the utility funds.

Attachments

No file(s) attached.

AIS-2416

3. B. 2.

Business Meeting

Meeting Date: 12/08/2015

Length (in minutes): Consent Item

Agenda Title: Consider Authorizing the City Manager to Sign an IGA with Metro for the Maintenance of a Trail Easement

Prepared For: Steve Martin **Submitted By:** Steve Martin, Public Works

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 intergovernmental agreement (IGA) with Metro for the maintenance of a trail easement in the Sunrise Lane area?

STAFF RECOMMENDATION / ACTION REQUEST

Staff recommends authorizing the city manager to sign the IGA.

KEY FACTS AND INFORMATION SUMMARY

This IGA is for a trail easement that Metro has acquired, and the existing trail that Tigard will maintain, that connects Sunrise Lane to Sandridge Lane (at Mistletoe Drive under the power lines). The short, 750-foot long paved trail within this easement is currently on private property. Metro has already acquired the easement for the trail corridor and expects to purchase outright the 1.1-acre portion of the property that includes the trail segment in 2016. The trail will eventually connect to the future Westside Trail, several neighborhoods on Bull Mountain, to Sunrise Lane and the future Sunrise Community Park. This trail segment is identified as Trail #9 in the 2009 Tigard Neighborhood Trails Plan (Page 49) and is considered a high priority in that plan.

It is important to note that this IGA is written so that it can be amended with council approval for future Metro trail acquisitions in Tigard that are acquired under this program for regional trails. The IGA allows 90 days for council approval to amend the IGA for any additional trail segments. Allowing amendments to this IGA (rather than a new IGA each time) will greatly reduce staff and attorney time for both agencies on future cooperative regional trail efforts.

OTHER ALTERNATIVES

Council could choose not to approve the IGA.

COUNCIL OR CCDA GOALS, POLICIES, MASTER PLANS

This trail greatly enhances the strategic plan in this area by providing an important connection between neighborhoods.

DATES OF PREVIOUS CONSIDERATION

Council was briefed on this IGA, along with two other IGAs, in the October 13, 2015, study session.

Fiscal Impact

Cost: Not Available

Budgeted (yes or no): Yes

Where Budgeted (department/program): Park Utility

Additional Fiscal Notes:

The maintenance of this trail will require some additional park staff time in the Park Utility budget.

Attachments

Sunrise Trail IGA

Sunrise Aerial

Sunrise Trail area

INTERGOVERNMENTAL AGREEMENT
(Costiuc Property Management)

This Intergovernmental Agreement (“Agreement”) dated this ___ day of _____, 2015 (the “Effective Date”), is by and between Metro, a municipal corporation, located at 600 NE Grand Avenue, Portland, Oregon 97232-2736 (“Metro”), and the City of Tigard, a municipal corporation, located at 13125 SW Hall Boulevard, Tigard, Oregon 97223 (the “City”).

RECITALS

WHEREAS, on November 7, 2006, voters approved Ballot Measure 26-80, Natural Areas Bond Measure, authorizing Metro, a municipal corporation, to issue general obligation bonds for the protection of open spaces, parks and streams (“Metro Natural Areas Bond Measure”);

WHEREAS, on October 29, 2015, Metro acquired a trail easement (the “Trail Easement”) over approximately 1.15 acres of real property in the City of Tigard (current tax lot ID #2S105DD02101), and more particularly described in Exhibit A attached hereto and incorporated herein (the “Costiuc Property”);

WHEREAS, the Costiuc Property is located within the Westside Trail Target Area, an area specifically identified pursuant to the Metro Natural Areas Bond Measure as regionally significant due to its wildlife habitat values and contribution to water quality, and important trail , and is also identified as a regionally significant open space and trail system in the Metro Greenspaces Master Plan;

WHEREAS, on May 15, 2014 the Metro Council approved the Westside Trail Master Plan, which includes 25 miles of trail and connects a significant number of parks and natural areas in Washington County;

WHEREAS, there is an existing paved trail on the Costiuc Property that was identified as an important community connection to the Westside Trail in the Westside Trail Master Plan;

WHEREAS, Metro and the City wish to manage the Costiuc Property to protect water, habitat, and to continue to provide an important trail connection, and therefore desire to enter into this Agreement to provide for the responsibilities and obligations of the parties with respect to the management, maintenance, and operation of the Costiuc Property in accordance with the provisions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants of the parties set forth in this Agreement, the receipt and adequacy of which are acknowledged, the parties agree as follows:

- 1. Current Trail Easement Acquisition; Future Fee Title Acquisition.** The Trail Easement encumbers all of the Costiuc Property, and Metro has agreed to acquire the remainder of fee title to the Costiuc Property once the current owner (“Costiuc”) completes a partition. In the period before Metro acquires fee title, Costiuc retains access rights, as described in the Trail Easement. Upon Metro’s acquisition of fee title to the Costiuc Property, following the partition, the Trail Easement shall automatically terminate, and Metro will grant Costiuc an access easement on similar terms set forth in the Trail Easement, providing a copy to the City. Should the legal description of the Costiuc Property change upon fee title acquisition, Metro will also provide this updated legal description to City promptly via letter.
- 2. Properties to be Managed Pursuant to This Agreement.** This Agreement shall be applicable to (i) the Costiuc Property, (ii) subsequent properties acquired solely by Metro within the City pursuant to the Metro Natural Areas Bond Measure, to the extent that Metro has notified the City that Metro wishes City to manage a property and City has accepted such responsibilities per Section 5(a) and 5(c) of this Agreement, and (iii) trail easements acquired by Metro within the City pursuant to the Metro Natural Areas Bond Measure, to the extent that Metro has notified the City that Metro wishes the City to take ownership and the City has accepted such

responsibilities, per Section 5(b) and 5(c) of this Agreement. Such properties shall be collectively referred to herein as the “Properties” or as a “Property.”

3. Maintenance, Management, and Operation

- a) The City shall be responsible for the ongoing management, maintenance and operation of the Property in accordance with the terms of this Agreement. By accepting management responsibility for the Property the City agrees to be responsible for funding the operation and maintenance of the Property with the City’s own resources. The City’s management responsibility shall include responsibility for all taxes or assessments for the Property.
- b) The Property shall be managed, maintained, and operated in accordance and in a manner consistent with this Agreement, Metro park rules set forth in Chapter 10.01 Metro Regional Parks and Greenspaces Regulations, Metro’s Greenspaces Master Plan, and the Westside Trail Master Plan. These Plans shall constitute the “Resource Protection Plans” for the Property, as described in the Metro Greenspaces Master Plan (the “Plans”). In case of conflict among the Plans, the Plan affording the highest level of resource protection shall govern. Metro hereby approves the uses existing as of the date of this Agreement; provided, however, that no modification or expansion of those uses shall be permitted without Metro’s express, prior written approval as set forth in this Agreement.
- c) Metro grants the City, its agents and contractors, the right to enter the Property for the purpose of performing all activities reasonably necessary for the management, maintenance, and operation of the Property.
- d) The City shall maintain security of the Property, and shall provide, with Metro’s prior approval, additional fencing, gates, signage, and other measures as the City may deem necessary to increase safety on the Property, and to preserve and protect the Property’s natural resources and trail connection.
- e) The City shall be responsible for obtaining any permits necessary for maintenance, management, or operation of the Property. Any permits granted by the City to users of the Property shall comply with the terms and limitations set forth in this Agreement and in any Metro-approved management plan for the Property.
- f) The City shall be responsible for contacting and coordinating with other local or state agencies regarding any and all maintenance, management, or operation issues that may arise with respect to the Property.
- g) The City shall act in a timely manner to resolve nuisance complaints and mitigate threats to the resources of the Property, which shall include but is not limited to, encroachments, poaching, or nuisance notices issued by a governmental body with authority to issue such a notice. If Metro is issued a nuisance notice for activates occurring on the Property (“Nuisance Notice”), Metro shall forward such notice to the City and the City will make a good faith effort to abate said nuisance in accordance with timeframes established in the nuisance notice or otherwise negotiate with the noticing authority to address the complaint in a manner satisfactory to such noticing authority. If the City does not abate the nuisance in accordance with the time frame set forth in the Nuisance Notice, or 30 days if no time frame is specified, Metro may, at its sole option, abate the nuisance and provide the City with an invoice for the reasonable cost of such work.
- h) Any decision regarding the naming of all or any portion of the Property must be in accordance with Metro Code Chapter 2.16, as it may be amended. Metro shall have the right to approve any naming of the Property or change any name of the Property, whether any such names shall appear on signage at the Property or publicly available maps identifying the Property. At Metro’s request, the City shall install on-site signage, provided by Metro, stating that the funding for the acquisition of the Property came from proceeds of the 2006 Metro Natural Areas Bond Measure.

4. Limitations on Use.

- a) The Property may be used by the public, in the City's discretion, for passive recreation, pedestrian activity, non-motorized bicycle use, and /or habitat enhancement. Metro shall have the right to approve or disapprove, in its sole discretion, any future improvements, trails, or alteration of any water, soil, mineral or timber resource on the Property, and the City shall give Metro ninety (90) days written notice of its intent to construct any improvements, trails, or alteration of water or timber resource on the Property. In any event, no improvements or trails shall be constructed on the Property and no alteration of water, soil, mineral or timber resource shall occur that are inconsistent with this Agreement or with the Plans.
- b) Metro shall have the right to review and comment on any changes in the Plans relating to the management, maintenance, or operation of the Property. Any changes in the Plans made or proposed by the City that relate to management, maintenance, or operation of the Property shall not conflict with the guidelines set forth in this Agreement, in the Greenspaces Master Plan, or with the use and restrictions described in the Metro Natural Areas Spaces Bond Measure. The City shall give Metro written notice as soon as possible, but in any event no less than 90 days, in advance of a proposal to amend the City's Plans where such amendment would alter the City's management, maintenance, or operation of the Property.
- c) The Property shall not be subdivided or partitioned, nor shall any development rights, timber rights, mineral rights, or other rights related to the Property be sold or otherwise granted, unless approved by Metro in writing.
- d) All requests for new easements, rights of way, and leases not already burdening or affecting the Property shall be submitted to Metro in accordance with the Metro Easement Policy, Resolution No. 97-2539B, passed by the Metro Council on November 6, 1997, attached hereto as Exhibit B.

5. Transfer of Property Management or Ownership

- a) Metro will request City management of newly acquired natural areas or other Metro properties by providing to the City the form attached hereto as Exhibit C ("Notice of Acquisition or Potential Acquisition") or a form substantially similar to Exhibit C. Metro will include relevant due diligence information it believes the City does not possess, including, but not limited to planned stabilization work, property management information (if available), historic environmental hazard issues, and existing or likely assessments against the property. Metro may request a "Communication and Maintenance Schedule" or other similar document from the City until a management plan is in place, and will indicate so in the notice.
- b) Whenever Metro seeks to acquire an easement over real property located in one of Metro's target areas within the City, for the primary purpose of permitting the construction of a bicycle and/or pedestrian trail across such property, Metro may notify the City of the potential easement transaction in the manner provided in Section 5(a) of this Agreement, except that the notice shall state that Metro is requesting the City to be the holder and grantee of the potential easement. If the City accepts the easement transaction, then at the closing of the easement acquisition, the City shall cooperate in signing any necessary closing documents (including, for example, the trail easement or an assignment of the easement purchase agreement). The trail easement shall be substantially in the form attached as Exhibit D to this Agreement, and any substantial amendments to such form shall be subject to the approval of the Parks and Facilities manager. Any trail easements acquired and held by the City shall be considered "Property," and managed by the City in accordance with the terms and conditions of the Agreement.
- c) Not later than 90 days after receiving Metro's Notice of Acquisition or Potential Acquisition, the City shall provide to Metro written notification stating whether the City will accept management responsibility or ownership for the property in accordance with this Agreement. If Metro has informed the City that the closing date on acquisition of a property is less than ninety (90) days from the date the City receives Metro's notice, then the City shall make a good faith best effort to provide Metro with such notification prior to the closing date for the acquisition. The City's written notification shall indicate whether the City has already adopted a specific park or natural area management plan that would be applicable to the property, with the name of the specific plan identified in the letter.

6. **Term.** Unless modified or terminated as provided herein, the term of this Agreement shall be ten (10) years from the Effective Date of this Agreement. This Agreement shall thereafter automatically renew for additional five-year terms unless, not later than ninety (90) days prior to the expiration of the then-current term of this Agreement, one of the parties provides the other party with notice that it does not wish to renew this Agreement. The parties may, by written agreement signed by each party, terminate all or a part of this Agreement based upon a determination that such action is in the public interest. Termination under this section shall be effective as providing in such termination agreement. Termination shall have no effect on ownership of the Property.
7. **Termination for Cause.** Any party may terminate this Agreement in full, or in part, at any time if that party (the “terminating party”) has determined, in its sole discretion, that the other party has failed to comply with the conditions of this Agreement and is therefore in default (the “defaulting party”). The terminating party shall promptly notify the defaulting party in writing of that determination and document such default as outlined herein. The defaulting party shall have thirty (30) days to cure the default described by the terminating party. If the defaulting party fails to cure the default within such thirty (30) day period, then this Agreement shall terminate ten (10) days following the expiration of such thirty (30) day period.
8. **Indemnification.** The City, to the maximum extent permitted by law and subject to the Oregon Tort Claims Act, ORS Chapter 30, shall defend, indemnify, and save harmless Metro and Metro’s officers, employees, and agents from and against any and all liabilities, damages, claims, demands, judgments, losses, costs, expenses, fines, suits, and actions, whether arising in tort, contract, or by operation of any statute, including but not limited to attorneys’ fees and expenses at trial and on appeal, relating to or resulting from the performance of its obligations under this Agreement or actions taken by the City, or its agents, guests, employees, contractors, or licensees, pursuant to this Agreement on the Property including but not limited to the management, maintenance, security, or operation of the Property. Metro, to the maximum extent permitted by law and subject to the Oregon Tort Claims Act, ORS Chapter 30, shall defend, indemnify, and save harmless the City and the City’s officers, employees, elected officials, and agents from and against any and all liabilities, damages, claims, demands, judgments, losses, costs, expenses, fines, suits, and actions, whether arising in tort, contract, or by operation of any statute, including but not limited to attorneys’ fees and expenses at trial and on appeal, relating to or resulting from Metro’s performance of its obligations under this Agreement. The obligations in this section shall survive the termination of this Agreement.
9. **Insurance.** Each party agrees to maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.270.
10. **Oregon Constitution and Tax Exempt Bond Covenants.** A source of funds for the acquisition of the Property is from the sale of voter-approved general obligation bonds that are to be paid from ad valorem property taxes exempt from the limitations of Article XI, section 11(b), 11(c), 11(d) and 11(e) of the Oregon Constitution, and the interest paid by Metro to bond holders is currently exempt from federal and Oregon income taxes. The City covenants that it will take no actions that would cause Metro to be unable to maintain the current status of the real property taxes as exempt from Oregon’s constitutional limitations or the income tax exempt status of the bond interest. In the event the City breaches this covenant, Metro shall be entitled to whatever remedies are available to either cure the default or to compensate Metro for any loss it may suffer as a result thereof.
11. **Laws of Oregon; Public Contracts.** The laws of the State of Oregon shall govern this Agreement, and the parties agree to submit to the jurisdiction of the courts of the State of Oregon. All applicable provisions of ORS chapters 279A, 279B, and 279C, and all other terms and conditions necessary to be inserted into public contracts in the State of Oregon, are hereby incorporated by this reference as if such provisions were a part of this Agreement.
12. **Assignment.** No party may assign any of its rights or responsibilities under this Agreement without prior written consent from the other party, except that a party may delegate or subcontract for performance of any of its responsibilities under this Agreement.

13. Notices. All notices or other communications required or permitted under this Agreement shall be in writing, and shall be personally delivered (including by means of professional messenger service) or sent by both (1) electronic mail or fax, and (2) regular mail. Notices shall be deemed delivered on the date personally delivered or the date of such electronic or fax correspondence, unless such delivery is on a weekend day, on a holiday, or after 5:00 p.m. on a Thursday, in which case such notice shall be deemed delivered on the next following weekday that is not a holiday.

To Metro: Conservation Program Director
600 N.E. Grand Avenue
Portland, OR 97232-2736
Phone: (503) 797-1819
Fax: (503) 797-1849

To City: Parks and Facilities Manager
City of Tigard
13125 SW Hall Boulevard
Tigard, OR 97223
Phone: (503) 639-4171
Fax: (503) 684-8840

14. Severability. If any covenant or provision of this Agreement shall be adjudged void, such adjudication shall not affect the validity, obligation, or performance of any other covenant or provision which in itself is valid, if such remainder would then continue to conform with the terms and requirements of applicable law and the intent of this Agreement.

15. Entire Agreement; Modifications. This Agreement constitutes the entire agreement between the parties and supersedes any prior oral or written agreements or representations relating to the Property. No waiver, consent, modification, amendment, or other change of terms of this Agreement shall bind either party unless in writing and signed by both parties.

16. Counterparts; Facsimile Execution. This Agreement may be executed in counterparts, each of which, when taken together, shall constitute fully executed originals. Facsimile or e-mail signatures shall operate as original signatures with respect to this Agreement.

[Signatures follow on next page.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

THE CITY OF TIGARD

METRO

By: _____

Print Name: _____

Martha J. Bennett, Chief Operating Officer

Title: _____

Date: _____

Date: _____

Exhibit A
Costiuc Property and Easement Area Description

That part of Section 5, Township 2 South, Range 1 West, of the Willamette Meridian, in the City of Tigard, County of Washington and State of Oregon, described as follows:

Beginning at an iron pipe on the East line of said Section 5, South 0°54' West 1471 feet from the one-quarter section corner common to said Section 5 and Section 4; thence North 89°37' West 426.28 feet to an iron pipe being also the Northwest corner of that tract of land conveyed to Bud Spezza, et ux, by Deed recorded June 10, 1965 in Book 556, Page 307, Washington County Deed Records; thence South 0°54' West, along the West line of said Spezza tract, 699.18 feet, more or less, to the Northwest corner of that tract of land conveyed to Maurice W. Burke, et ux, by Deed recorded June 2, 1975 in Book 1028, Page 184, Washington County Deed records and the true point of beginning; thence South 89°53' East along the North line of said Burke tract, 376.14 feet to the Northeast corner of said Burke tract; thence South 0°54' West 170.96 feet; thence South 74°49' West 167.72 feet; thence continuing along last said course 120.47 feet; thence North 88°12' West 105.74 feet to the Southwest corner of said Burke tract; thence North to a point on the West line of said Burke tract which is North 250 feet from the South line of said Section 5, said point also being the Southeast corner of Parcel II of that tract of land described in Warranty Deed to Margery D. McMaster, recorded April 1, 1975 in Book 1016, Page 634, Washington County Deed Records; thence West along the South line of said McMaster tract, 25.00 feet to the most Southerly corner of that certain tract described as Parcel II in Contract of Sale to Tom M. Curtin, recorded June 27, 1978 as Fee No. 78-028883; thence South 0°54' West 250.00 feet along the East line of that certain tract of land described in Contract of Sale to Horst O. Mager, et ux, in Book 751, Page 725, Deed Records; and the Southerly extension of said East line; thence Easterly along the South line of Section 5, 50.00 feet; thence North 00°56' East 165.66 feet; thence South 88°12' East 90.00 feet; thence North 70°49' East 110.59 feet; thence South 89°50' East along the North line of the tract conveyed to Everett E. Nixon, et ux, by Deed recorded in Book 597, Page 208, Deed Records, 208.00 feet; thence North 0°38'55" East 400.00 feet; thence North 89°53' West 426.28 feet; thence South 140.00 feet to the true point of beginning.

EXCEPTING THEREFROM that portion thereof lying within the 20 foot wide strip of land dedicated to the public for a public highway by instrument recorded February 8, 1932, in Book 148, Page 546, Records of Washington County, Oregon.

AND FURTHER EXCEPTING THEREFROM that portion lying within the plat of PACIFIC CREST.

AND FURTHER EXCEPTING THEREFROM that portion lying within PARTITION PLAT NO. 2002-032.

AND FURTHER EXCEPTING THEREFROM that portion lying North of the Westerly extension of the South line of PARTITION PLAT NO. 2002-032 and Southwesterly of the Southwesterly lot lines of Lots 28 and 29, PACIFIC CREST.

Exhibit B
Easement Policy

I HEREBY CERTIFY THAT THE FOREGOING
IS A COMPLETE AND EXACT COPY OF THE
ORIGINAL THEREOF

BEFORE THE METRO COUNCIL

Rebecca V. Shoemaker
METRO COUNCIL ARCHIVIST

FOR THE PURPOSE OF APPROVING GENERAL) RESOLUTION NO. 97-2539B
POLICIES RELATED TO THE REVIEW OF)
EASEMENTS, RIGHT OF WAYS, AND LEASES)
FOR NON-PARK USES THROUGH PROPERTIES)
MANAGED BY THE REGIONAL PARKS AND) Introduced by
GREENSPACES DEPARTMENT.) Mike Burton, Executive Officer

WHEREAS, Metro currently owns and manages more than 6,000 acres of regional parks, open spaces, natural areas, and recreational facilities; and

WHEREAS, additional lands are being acquired through the Open Space, Parks, and Streams Bond Measure, approved by voters in May of 1995; and

WHEREAS, the primary management objectives for these properties are to provide opportunities for natural resource dependent recreation, protection of fish, wildlife, and native plant habitat and maintenance and/or enhancement of water quality; and

WHEREAS, Metro will be approached with proposals to utilize regional parks, open spaces, natural areas, and recreational facilities property for utility, transportation, and other non-park purposes; and

WHEREAS, Metro seeks to insure that these uses have no negative impact upon the primary management objectives of Metro Regional Parks and Greenspaces properties; and

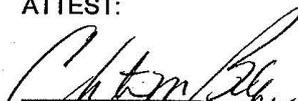
WHEREAS, it would be in Metro's best interest to provide for the orderly evaluation and consideration of proposals to utilize portions of Metro Regional Parks and Greenspaces properties for utility, transportation and other non-park uses; NOW THEREFORE,

BE IT RESOLVED, that the Metro Council hereby adopts the policy attached as Exhibit "A" for any and all requests related to formal proposals for the use of Metro Regional Parks and Greenspaces properties for the purposes noted therein.

ADOPTED by the Metro Council this 6th day of November, 1997.


Jon Kvistad, Presiding Officer

ATTEST:


Recording Secretary

Approved as to Form:


Daniel B. Cooper, General Counsel

Exhibit "A"

METRO POLICY RELATED TO THE REVIEW OF
EASEMENTS, RIGHT OF WAYS, AND LEASES
FOR NON-PARK USES

Metro owns and manages, either on its own or in partnership with other government and private entities, several thousand acres of regional parks, open spaces, natural areas and recreational facilities. These facilities are maintained to promote and preserve natural resources and recreational opportunities for the public consistent with the Greenspaces Master Plan adopted by the Metro Council in 1992, the Open Spaces Bond Measure approved by the voters in 1995 and other restrictions limiting the uses of specific properties in existence at the time of its acquisition by the public. Nothing in this policy shall be construed to allow these facilities to be used in any manner which detracts from this primary purpose. This policy is written from the perspective of Metro as the property owner, however, in those cases in which Metro co-owns a property with other entities, all decisions concerning the use of the property in question will be fully coordinated with the other owners. In addition, all new development and all proposed work within Water Quality Resource Areas or other environmentally sensitive work will be conducted in accordance with Metro or local government policies, to include where appropriate, application for permits and completion of environmental reviews. In event that local government policies are less restrictive than the Metro Model ordinances, Metro will apply the more restrictive Metro policies.

Regarding requests for easements, right of ways, and leases for non-park uses in Metro owned or managed regional parks, natural areas or recreational facilities, it is Metro's policy to:

- 1) Provide for formal review of all proposed easements, right of ways, and leases for non-park, uses by the Regional Parks and Greenspaces Advisory Committee, the Regional Facilities Committee and the full Council. Notwithstanding satisfaction of the criteria set forth herein, the final determination of whether to approve a proposed easement, right of way, or lease is still subject to the review and approval by the full Metro Council.
- 2) Prohibit the development of utilities, transportation projects and other non-park uses within corridors or on sites which are located inside of Metro owned or managed regional parks, natural areas, and recreational facilities except as provided herein.
- 3) Reject proposals for utility easements, transportation right of ways and leases for non-park uses which would result in significant, unavoidable impacts to natural resources, cultural resources, recreational facilities, recreational opportunities or their operation and management.
- 4) Accommodate utility easements, transportation right of ways or other non-park uses when the Regional Parks and Greenspaces Department (the Department) determines that a proposed easement, right of way or non-park use can be accommodated without significant impact to

natural resources, cultural resources, recreational facilities, recreational opportunities or their operation and management; and that the impacts can be minimized and mitigated.

5) Require full mitigation and related maintenance, as determined by the Department, of all unavoidable impacts to natural resources, recreational facilities, recreational opportunities or their operation and management associated with the granting of easements, right of ways, or leases to use Metro owned or managed regional parks, natural areas or recreational facilities for non-park uses.

6) Limit rights conveyed by easements, right of ways, and leases for non-park uses to the minimum necessary to reasonably accomplish the purpose of any proposal.

7) Limit the term of easements, right of ways and leases to the minimum necessary to accomplish the objectives of any proposal.

8) Require "reversion", "non-transferable" and "removal and restoration" clauses in all easements, right of ways and leases.

9) Fully recover all direct costs (including staff time) associated with processing, reviewing, analyzing, negotiating, approving, conveying or assuring compliance with the terms of any easement, right of way, or lease for a non-park use.

10) Receive no less than fair market value compensation for all easements, right of ways, or leases for non-park uses. Compensation may include, at the discretion of the Department, periodic fees or considerations other than monetary.

11) Require full indemnification from the easement, right of way or lease holder for all costs, damages, expenses, fines or losses related to the use of the easement, right of way or lease. Metro may also require appropriate insurance coverage and/or environmental assurances if deemed necessary by the Office of General Counsel.

12) Limit the exceptions to this policy to: grave sales, utilities or transportation projects which are included in approved master/management plans for Metro regional parks, natural areas and recreational facilities; projects designed specifically for the benefit of a Metro regional park, natural area, or recreational facility; or interim use leases as noted in the Open Spaces Implementation Work Plan.

13) Provide for the timely review and analysis of proposals for non-park uses by adhering to the following process:

a) The applicant shall submit a detailed proposal to the Department which includes all relevant information including but not limited to: purpose, size, components, location, existing conditions, proposed project schedule and phasing, and an analysis of other alternatives which avoid the Metro owned or managed regional park, natural area or recreational facility which are considered infeasible by the applicant. Cost alone shall not constitute infeasibility.

b) Upon receipt of the detailed proposal, the Department shall determine if additional information or a Master Plan is required prior to further review and analysis of the proposal. For those facilities which have master plans, require that all proposed uses are consistent with the master plan. Where no master plan exists all proposed uses shall be consistent with the Greenspaces Master Plan. Deficiencies shall be conveyed to the applicant for correction.

c) Upon determination that the necessary information is complete, the Department shall review and analyze all available and relevant material and determine if alternative alignments or sites located outside of the Metro owned or managed regional park, natural area, or recreational facility are feasible.

d) If outside alternatives are not feasible, the Department shall determine if the proposal can be accommodated without significant impact to park resources, facilities or their operation and management. Proposals which cannot be accommodated without significant impacts shall be rejected. If the Department determines that a proposal could be accommodated without significant impacts, staff shall initiate negotiations with the applicant to resolve all issues related to exact location, legal requirements, terms of the agreement, mitigation requirements, fair market value, site restoration, cultural resources, and any other issue relevant to a specific proposal or park, natural area or recreational facility. The Department shall endeavor to complete negotiations in a timely and business-like fashion.

e) Upon completion of negotiations, the proposed agreement, in the appropriate format, shall be forwarded for review and approval as noted in item "1" above. In no event shall construction of a project commence prior to formal approval of a proposal.

f) Upon completion of all Metro tasks and responsibilities or at intervals determined by the Department, and regardless of Metro Council action related to a proposed easement, right of way or lease for a non-park use, the applicant shall be invoiced for all expenses or the outstanding balance on expenses incurred by Metro.

g.) Permission from Metro for an easement or right-of-way shall not preclude review under applicable federal, state or local jurisdiction requirements.

Exhibit C
Notice of Acquisition or Potential Acquisition

_____, 201__

Parks and Facilities Manager
City of Tigard
13125 SW Hall Boulevard
Tigard, OR 97223

Re: Request to Accept Property Management Responsibility for Property within the _____ Target Area, in the City of Tigard
_____ (state tax ID#); Metro File No. _____

Dear _____:

Pursuant to the Intergovernmental Agreement between Metro and the City of Tigard dated _____, 2014 (“Intergovernmental Agreement”) this shall serve as notice of Metro’s potential acquisition and/or intended transfer of management responsibilities for the following property within the _____ Target Area:

[Property Address], in the City of Tigard, County of _____, and State of Oregon, being more particularly described in the legal description and depicted on the Assessor’s map attached hereto (the “Property”).

Pursuant to the Intergovernmental Agreement, Metro requests that the City manage, maintain, secure and operate this Property in accordance with the Intergovernmental Agreement. As provided in the Intergovernmental Agreement, please notify Metro in writing within ninety (90) days, on or before _____ (date) indicating whether the City will accept management responsibility for this Property. Metro intends to close on the purchase of this Property on _____ (date). Should you accept management of the Property, Metro’s stabilization manager will contact you after the Property is acquired.

If the City will accept such management responsibility, please sign a copy of this letter, below, and also indicate whether there is an existing Natural Resources Management/Master Plan that would be applicable to the City’s management of this Property, and if so, it’s name.

If you have any questions, please do not hesitate to contact me at 503-797-1819.

Sincerely,

Dan Moeller
Conservation Program Director
Metro Parks and Nature

cc: Kate Holleran, Stabilization Scientist, Metro Regional Parks and Nature
Hope Whitney, Senior Assistant Metro Attorney
[Appropriate City Parks staff person]

CITY'S CONSENT TO MANAGE THE PROPERTY

The City of Tigard hereby agrees to accept management of the Property pursuant to the terms of the Intergovernmental Agreement between Metro and the City.

_____ (signature)

By: _____ (name)

Check one:

_____ Management of the Property will be subject to the terms of the following Natural Resources Management Plan/Master Plan: _____, dated _____.

_____ A Management Plan/Master Plan that would govern management of the Property does not currently exist.

Exhibit D
Trail Easement

After recording return to:

TRAIL EASEMENT

This Trail Easement (this "Easement") is made and entered into this _____ day of _____, 201_, by and between _____, an Oregon _____ ("Grantor"), and _____, an Oregon municipal government ("Holder").

RECITALS

A. Grantor is the owner of the real property commonly known as Tax Parcel _____, Township _____, Range _____, Section _____ of the Willamette Meridian, in the City of _____, County of _____, State of Oregon, and legally described on Exhibit A attached hereto (the "Property").

B. Holder is an Oregon municipal government whose purpose, among other things, is to build, operate, and maintain recreational trails and pathways for the benefit of the public. Holder desires to build, operate, and maintain a recreational trail and pathway on the Property along the _____.

C. Grantor desires to grant to Holder, and Holder desires to accept from Grantor, an easement over the Property for the purpose of allowing Holder to establish and maintain a public trail and pathway in accordance with the terms and conditions set forth below.

In consideration of the recitals and the mutual benefits, covenants, and terms herein contained, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby dedicates, grants, covenants, and agrees as follows:

AGREEMENT

1. Grant of Easement. Grantor hereby grants to Holder a nonexclusive, perpetual easement in gross, on, over, across, and along a portion of the Property (the "Easement Area"). The Easement Area runs [_____*insert general description*____] and is more particularly described and depicted on Exhibits B-1 and B-2 attached hereto.

2. Purposes. The purposes of this Easement are to give Holder the right to (a) enter the Easement Area at any time to establish, install, construct, maintain, and repair a trail and

pathway, which trail shall be up to _____ feet in width (the “Trail”), and (b) permit the public to access and use the Trail established, installed, and constructed by Holder. The Trail that Holder has the right to establish hereunder may be either a low-impact soft surface trail or an all-weather paved trail, or any combination or variant thereof, at Holder’s discretion.

3. Construction, Repair, Maintenance.

(a) Holder may take all reasonable actions necessary to establish, construct, maintain, and repair the Trail within the Easement Area, including, but not limited to, installing the following related surface and subsurface utilities and improvements (collectively, the “Trail Facilities”): (i) appropriate trail surfaces, foot bridges and associated trail structures and culverts, (ii) trail markers, signs, lights, and other security enhancements along the Easement Area and at all points of access, (iii) any barriers, fences and gates necessary to prevent motorized vehicular access into the Easement Area, and (iv) benches for the convenience and comfort of the public. The Trail Facilities shall be and remain the property of Holder.

(b) [Holder shall also have the right to establish, construct, maintain, and repair a designated amenity area within the _____ portion of the Easement Area, which area is more specifically identified on the attached Exhibit C (the “Amenity Area”). Holder may take any reasonable actions necessary to accomplish the forgoing, including, but not limited to, installing the following amenities, structures, and improvements: (i) educational and informational kiosks and signage, (ii) picnic areas and shelters, and (iii) water, sanitary, and access facilities.]

(c) Holder shall be responsible for obtaining all governmental permits for construction of the Trail and Trail Facilities prior to commencing such construction and Grantor shall cooperate in good faith with Holder in obtaining any necessary construction and/or development permits. Holder shall give Grantor thirty (30) days written notice before commencing construction of the Trail and Trail Facilities. **[TEMPORARY CONSTRUCTION EASEMENT – consider revising depending if area is needed for staging or for shoulder buffer:** *Grantor hereby grants to Holder a temporary, non-exclusive construction easement over, under, in, along, across and upon that certain area immediately adjacent to the Easement Area, which area is further described on the attached Exhibit D (the “Temporary Construction Area”), for the purpose of constructing the Trail Facilities. Holder may use and access the Temporary Construction Area to (i) conduct any studies, tests, examinations, and surveys it deems necessary for trail design and construction purposes, and (ii) engage in any activities reasonably related to construction of the Trail and Trail Facilities. The temporary construction easement granted hereunder shall commence on the Effective Date of this Easement and shall automatically terminate at such time as construction is completed by Holder and Holder has mailed a Notice of Completion to Grantor and recorded such Notice in the real property records of _____ County. Any of the Temporary Construction Area disturbed by Holder during construction shall be restored by Holder, at Holder’s sole costs and expense, to its pre-construction condition.]*

(d) Holder shall be solely responsible for all repair and maintenance of the Trail and Trail Facilities; provided, however, that Grantor shall reimburse Holder for all sums

expended by Holder to repair any damage to the Trail and Trail Facilities due to the negligence or abnormal use by Grantor or Grantor's invitees, guests, or licensees.

4. Permitted Trail Uses. Holder may permit the public to access the Trail for recreational and transportation purposes, including, without limitation, walking, running, cycling, skating, skiing, and horseback riding. Except for motorized wheelchairs (or other mobility devices used by individuals with disabilities) or in the case of an emergency, motorized vehicles will not be permitted on the Trail; provided, however, that Holder may use motorized vehicles and equipment for construction, maintenance, repair, and security purposes related to the Trail and Trail Facilities. Holder shall have the right, in its sole discretion, to restrict or limit public use of and access to the Trail.

5. Grantor's Use of Easement Area: Grantor shall retain the right to access, use, and enjoy the Easement Area for its purposes consistent with the rights granted herein. Grantor is prohibited, however, from engaging in, or authorizing any other person to engage in, any activity on, or use of, the Easement Area that (i) is inconsistent with the terms of this Easement; (ii) materially interferes with or impairs the use of the Easement Area by Holder; (iii) materially interferes with or impairs the use of the Trail by the public; or (iv) hinders or interferes with future Trail construction or repair by Holder. Without limiting the generality of the foregoing, the following activities and uses by Grantor within the Easement Area are expressly prohibited without the express written consent of Holder:

(a) Constructing any improvements or structures, parking any vehicles, installing any paving or gravel, or storing any personal property;

(b) Blocking, obstructing, or interfering with Holder's access through the Easement Area;

(c) Excluding any persons from using the Trail, provided that such use is in accordance with the terms of this Easement, or taking any other action that unreasonably prevents or interferes with public entry onto the Trail and Trail Facilities, including without limitation imposing a fee or charge of any kind;

(d) Cutting, trimming, pruning, destroying, mowing, spraying with biocides, or removing any vegetation trees, plants, or shrubs;

(e) Planting any vegetation, including, without limitation, any trees, shrubs, grasses, or seeds of any kind;

(f) Placing or erecting any signs, billboards, or other advertising material, temporary or permanent;

(g) Dumping or storing ashes, trash, rubbish, garbage, sawdust, lawn cuttings, leaves, compost, or other material or substances;

(h) Filling, excavating, digging, dredging, mining, quarrying, removing, or disturbing the topsoil, sand, gravel, rock, minerals, or other materials;

(i) Damming, dredging, or undertaking any other activities that may be detrimental to water quality; and

(j) Taking any action that damages fish or wildlife, or their habitats; alters existing vegetation or drainage patterns, flood plains, wetlands, or the natural condition of the Easement Area; or results in erosion, siltation, or other forms of pollution.

6. Enforcement. In addition to any other remedies available at law or in equity, Holder may compel Grantor to make the Easement Area available for the purposes set forth above in Section 2 by exercising any one or more of the following remedies:

(a) Holder may seek injunctive relief to specifically enforce the terms of this Easement, to restrain present or future violations of this Easement, or to compel restoration of the Trail or any Trail Facilities destroyed or altered as a result of Grantor's violation of this Easement; and

(b) Holder may enter the Property to remove any barrier obstructing Holder's ability to access the Easement Area or the Trail, and may take other self-help measures or actions reasonably necessary to protect and preserve the rights of Holder under this Easement.

7. Hazardous Substances. Grantor represents and warrants to the best of its knowledge that it has disclosed to Holder the results of any and all Phase I Environmental Assessments, Phase II Environmental Investigations, surveys, sampling, and testing regarding the Property, and any information contained therein. It is understood and agreed that Holder, by accepting this grant of easement, is not accepting any liability for any release of Hazardous Substances, as that term is defined in ORS Chapter 465, on, to, or from the Property, unless resulting directly from an intentional or negligent act of Holder or Holder's employees, agents, or contractors, and that Grantor is not attempting to convey, transfer, or assign any such liability herein.

8. Taxes. Grantor shall pay when due all real property taxes, assessments, and other charges against the Property, including the Easement Area. There shall be no right to contribution from Holder for such items.

9. *[As-is Condition. Except as otherwise set forth herein, Grantor makes no representation as to the physical condition or safety of the Easement Area. The usage of Easement Area is at the public's risk and in its "as-is" condition, including, but not limited to all existing or subsequent natural hazards--i.e., slippery areas, loose rocks, tree limbs, water currents, sink holes, etc.]*

10. Liability and Indemnity. The parties to this Easement acknowledge that, to the extent so provided in ORS 105.672 to ORS 105.696, both Grantor and Holder are immune from liability for injuries incurred on the property by members of the public who access the Easement Area under authority of this Easement. Subject to the limitations and conditions of the Oregon Tort Claims Act, ORS Chapter 30, and the Oregon Constitution, Holder shall indemnify, defend, and hold harmless Grantor against all losses and litigation expenses resulting from property damage and/or personal injuries that occur or are alleged to occur as a result of Holder's

installation or maintenance of the Trail or the Trail Facilities, except to the extent caused by the negligent or wrongful acts or omissions of Grantor. Grantor agrees to indemnify, defend, and hold harmless Holder from any loss or litigation expense arising from, related to, or associated with (a) personal injury or property damage occurring prior to the Effective Date of this Easement, (b) activities or uses engaged in by Grantor, or Grantor’s contractors, agents, employees, tenants, guests, invitees, or anyone else entering the Property by, through, or under the express or implied invitation of Grantor, or (c) structures, facilities, or improvements within the Easement Area, other than the Trail Facilities installed by Holder. As used in this Section, the word “losses” means any liability, loss, claim, settlement payment, cost and expense, interest, award, judgment, damages (including punitive damages), diminution in value, fines, fees, and penalties or other charge other than a litigation expense. As used in this Section, the term “litigation expenses” means any court filing fee, court cost, arbitration fee or cost, witness fee, and each other fee and cost of investigating and defending or asserting any claim of violation or for indemnification under this Agreement including in each case, attorneys’ fees, other professionals’ fees, and disbursements.

11. Notice and Addresses. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by certified mail, return receipt requested, postage prepaid, to the address set forth below. Any party may change the address to which its notices are to be sent by duly giving notice pursuant to this Section.

To Grantor: _____

To Holder: _____

With a copy to: _____

12. Title Warranty.

(a) Grantor represents and warrants that Grantor owns the entire fee simple interest in the Property, and has the full power and lawful authority to grant this Easement. Any and all financial liens or financial encumbrances existing as of the date of the execution of this Easement have been subordinated. Grantor further represents and warrants that the Property is not subject to any other liens and encumbrances except as otherwise set forth on the attached Exhibit E.

13. Entire Agreement. This Easement is the final and complete agreement between the parties concerning the rights granted herein, and supersedes all prior understandings with respect to it. This Easement may not be modified or terminated, nor may any obligations under it be waived, except by written instrument signed by all parties to the Easement.

14. Further Cooperation. Each of the parties agree to execute such other documents and to perform such other acts as may be reasonably necessary or desirable to further the expressed and intent purpose of this Easement.

15. Covenants Running With the Land. The parties acknowledge and agree that the grant conferred by this Easement is intended to, and does, constitute an encumbrance that runs with the Property and inures to the benefit of and is binding upon the parties and their respective grantees, heirs, successors, and assigns. Without limiting the forgoing, Grantor acknowledges that Holder's rights under this Easement are assignable and that Grantor hereby consents to Holder's assignment of all of its right, title, and interest and its delegation of all of its obligations created under this Easement. Upon any such assignment, Holder shall be forever released and discharged from any and all claims, demands, and damages which Grantor may have, make, or suffer as a result of any thing done or occurring after the date of such assignment. Nothing contained in this Section, however, shall in any way be construed as releasing Holder's successors and assigns from any obligations to Grantor created by this Easement.

IN WITNESS WHEREOF, the parties have executed this Easement as of the date first set forth above.

[INSERT HOLDER NAME]

GRANTOR

By: _____
Name: _____
Title: _____

[INSERT NAME]

Exhibits:

Exhibit A – Property Legal Description

Exhibit B-1 – Easement Area Legal Description

Exhibit B-2 – Depiction of Easement Area

Exhibit C – Description of Amenity Area

Exhibit D – Description of Temporary Construction Easement Area

Exhibit E – Permitted Liens and Encumbrances

State of OREGON

County of _____

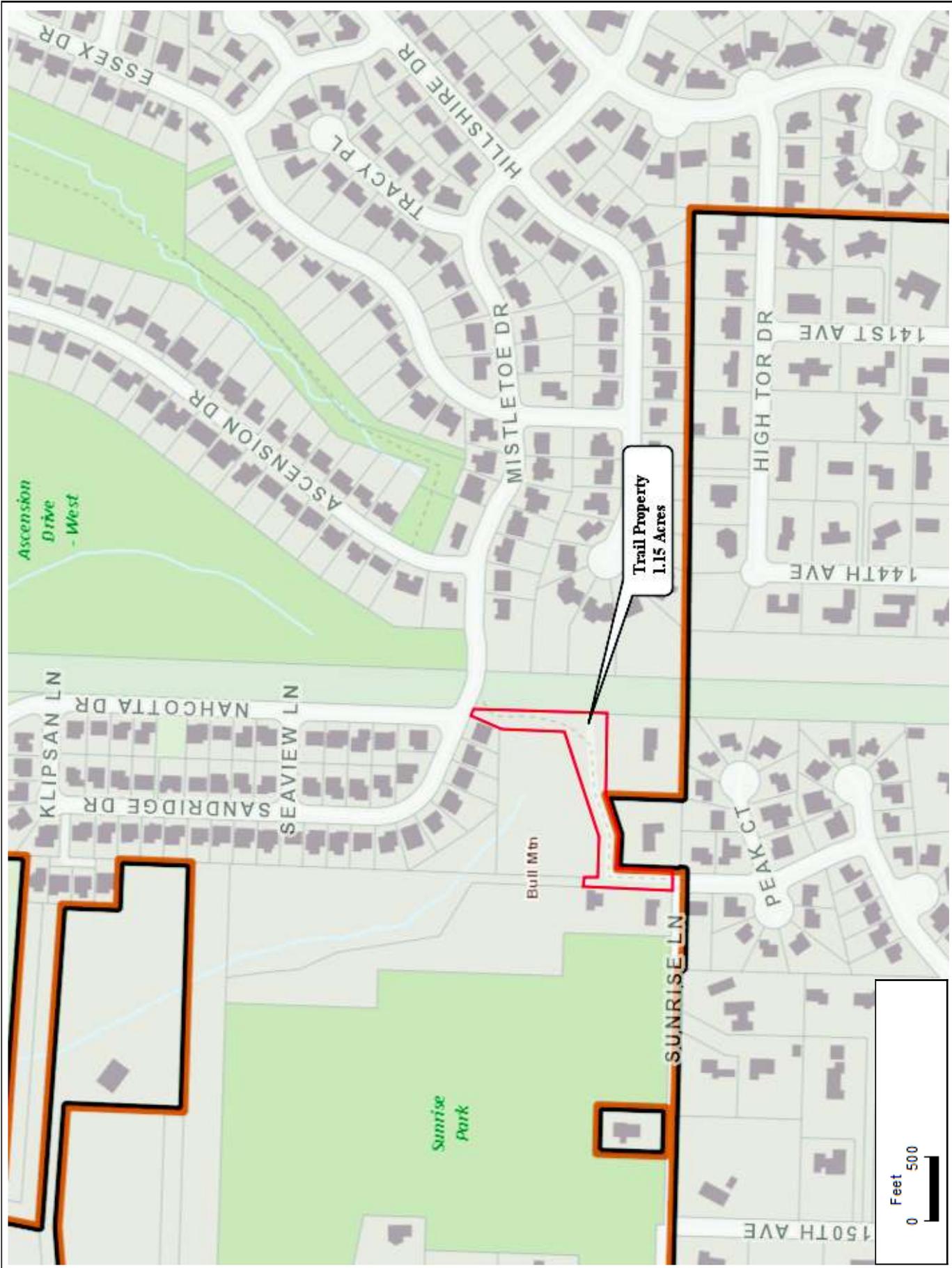
This instrument was acknowledged before me on _____, 201_, by _____
_____ as the _____ of _____, an Oregon
_____.

Notary Public - State of Oregon

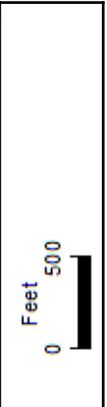
State of OREGON

County of _____

This instrument was acknowledged before me on _____, 201_, by _____
_____ as the _____ of _____, an Oregon
_____.



Trail Property
1.15 Acres



AIS-2353

4.

Business Meeting

Meeting Date: 12/08/2015

Length (in minutes): 5 Minutes

Agenda Title: Appoint Audit Committee Members

Prepared For: Cara Fitzpatrick, Finance and Information Services

Submitted By: Liz Lutz, Finance and Information Services

Item Type: Resolution

Meeting Type: Council
Business
Meeting -
Main

Public Hearing: No

Publication Date:

Information

ISSUE

Consider a resolution to appoint Julie Plotz as a member of the audit committee, and Drew Bisenius as an alternate to the Audit Committee.

STAFF RECOMMENDATION / ACTION REQUEST

Staff recommends approval of this resolution.

KEY FACTS AND INFORMATION SUMMARY

On November 2nd, Mayor Cook and Councilor Snider interviewed and recommended Julie Plotz be appointed to the committee for a three year term expiring December 31, 2018 and Drew Bisenius be appointed to the non-voting alternate position for a two-year term expiring December 31, 2017.

OTHER ALTERNATIVES

Direct Mayor Cook and Councilor Snider to interview additional candidates.

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

DATES OF PREVIOUS COUNCIL CONSIDERATION

NA

Attachments

Resolution

Bio

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TIGARD, OREGON APPOINTING JULIE PLOTZ AS A VOTING MEMBER AND DREW BIENIUS AS AN ALTERNATE TO THE AUDIT COMMITTEE.

WHEREAS, two positions are open on the city's audit committee; and

WHEREAS, Mayor Cook and Councilor Snider conducted interviews of several individuals on November 2, 2015 for Audit Committee; and Councilor Snider have recommended that Julie Plotz be appointed to the city's Audit Committee as a voting member and Drew Bisenius be appointed as a non-voting alternate.

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

SECTION 1: Julie Plotz is appointed to a three-year term on the City of Tigard's Audit Committee beginning January 1, 2016.

SECTION 2: Drew Bisenius is appointed to a two-year non-voting term on the City of Tigard's Audit Committee as an alternate beginning January 1, 2016.

SECTION 3: This resolution is effective immediately upon passage.

PASSED: This _____ day of _____, 2015.

Mayor - City of Tigard

ATTEST:

City Recorder - City of Tigard

NEW MEMBER BIO

Julie Plotz

Julie has been a resident of Tigard for 6 years. She has served on the city's budget committee for 2 years. She graduated from Oregon State University in Accounting and has been an Accounting Manager for three years.

Drew Bisenius

Drew has been a Tigard resident for less than one year. He also has a Bachelor's degree in Accounting and is a Certified Public Accountant. He is employed by Clackamas County as a Senior Accountant. He has also served on the budget committee for the Tigard-Tualatin Aquatic District.

AIS-2354

5.

Business Meeting

Meeting Date: 12/08/2015

Length (in minutes): 5 Minutes

Agenda Title: Appoint Budget Committee Members

Prepared For: Toby LaFrance, Finance and Information Services

Submitted By: Liz Lutz, Finance and Information Services

Item Type: Resolution

Meeting Type: Council
Business
Meeting -
Main

Public Hearing: No

Publication Date:

Information

ISSUE

Shall the City Council appoint Quinton Harold and Nathan Rix to three-year terms, ending December 31, 2018 and Thomas Schweizer as an alternate for a one-year term beginning January 1, 2016.

STAFF RECOMMENDATION / ACTION REQUEST

Approve the recommended appointments to the Budget Committee.

KEY FACTS AND INFORMATION SUMMARY

Melody Graeber's Budget Committee term expires on December 31, 2015, as well as Julie Plotz's term. Zoe Monahan's position as a non-voting alternate also expires on December 31, 2015. As a result, the Appointments Advisory Committee (Mayor Cook and Councilor Snider), recently conducted interviews with several citizens who applied to become members of the Budget Committee.

The Appointments Advisory Committee interviewed 8 citizen candidates. The committee is recommending the City Council appoint Quinton Harold to a three year term, ending December 31, 2018. Additionally, the committee recommends Nathan Rix to a three year term, ending December 31, 2018. Lastly, the committee recommends the non-voting alternate be Thomas Schweizer for a one year term, ending December 31, 2016.

OTHER ALTERNATIVES

Council could decide to not approve some, or all of the recommendations. This would necessitate reopening the recruitment.

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

City will maximize the effectiveness of the volunteer spirit to accomplish the greatest good for our community.

DATES OF PREVIOUS COUNCIL CONSIDERATION

NA

Attachments

Resolution

Bio

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

A RESOLUTION APPOINTING QUINTON HAROLD AND NATHAN RIX TO THE BUDGET COMMITTEE AND APPOINTING THOMAS SCHWEIZER AS AN ALTERNATE MEMBER.

WHEREAS, two positions are open on the city's budget committee due to Melody Graeber and Julie Plotz completing their established term, and Zoe Monahan has completed her term as an alternate member;

WHEREAS, the Mayor's Appointments Advisory Committee conducted interviews of several individuals on November 2, 2015; and

WHEREAS, the Appointments Advisory Committee has recommended that Quinton Harold and Nathan Rix be appointed to the city's Budget Committee. In addition, the committee has recommended that Thomas Schweizer be appointed as an alternate member.

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

SECTION 1: Quinton Harold is appointed to a three-year term on the City of Tigard's Budget Committee beginning January 1, 2016.

SECTION 2: Nathan Rix is appointed to a three-year term on the City of Tigard's Budget Committee beginning January 1, 2016.

SECTION 3: Thomas Schweizer is appointed to a one-year term as an alternate member on the City of Tigard's Budget Committee beginning January 1, 2016.

SECTION 4: This resolution is effective immediately upon passage.

PASSED: This _____ day of _____ 2015.

Mayor - City of Tigard

ATTEST:

City Recorder - City of Tigard

NEW MEMBER BIO

Quinton Harold

Quinton has been a resident of Tigard for over 3 years. He works in healthcare management. Other volunteer work he has been involved with includes Big Brother & Big Sister program and CEPA Columbia Emergency.

Nathan Rix

Nathan has been a Tigard resident for less than one year. He holds a Master's degree in Public Policy and Master's in Science. Nathan is employed as a Senior Policy Analyst and Project Manager for the State of Oregon. He has volunteered for the Oregon State Library, Government Research Advisory Board, Friends of Chamber Music and Allies in Change.

Thomas Schweizer

Thomas has lived in Tigard for 15 years. He has a Bachelor's degree in Economics and is employed in Senior Management-Technology for the CDI Corporation. This is his first volunteer activity and looks forward to being involved in the community.

AIS-2405

6.

Business Meeting

Meeting Date: 12/08/2015

Length (in minutes): 5 Minutes

Agenda Title: Appoint Planning Commission Members

Prepared For: Tom McGuire, Community Development

Submitted By: Doreen Laughlin, Community Development

Item Type: Resolution

Meeting Type: Council
Business
Meeting -
Main

Public Hearing: No

Publication Date:

Information

ISSUE

Shall Council reappoint Calista Fitzgerald and Donald Schmidt, and appoint Brian McDowell and Gary Jelinek as voting members of the Tigard Planning Commission; and reappoint Tom Mooney as a non-voting alternate member?

STAFF RECOMMENDATION / ACTION REQUEST

Approve a resolution reappointing Calista Fitzgerald and Donald Schmidt whose terms will expire December 31, 2019; appointing Brian McDowell whose term will expire December 31, 2017; appointing Gary Jelinek whose term will expire December 31, 2018; and reappointing Tom Mooney as an alternate member, whose term will expire December 31, 2017.

KEY FACTS AND INFORMATION SUMMARY

There are four voting positions to be filled on the Tigard Planning Commission. The Planning Commission currently has two members whose terms are due to expire December 31, 2015, two vacant voting positions, and one alternate member whose term is also due to expire December 31, 2015.

Calista Fitzgerald, Donald Schmidt, Brian McDowell, Gary Jelinek, and Tom Mooney were interviewed on November 16 by the Mayor's Appointment Advisory Committee. The Committee recommended that Calista Fitzgerald and Donald Schmidt be reappointed and that Brian McDowell and Gary Jelinek be appointed as voting members. The Committee recommended that Tom Mooney be reappointed as a non-voting alternate member whose term will expire December 31, 2017.

Attachment 1 is a Resolution implementing these recommended appointees.

Attachment 2 has biographical information on all recommended appointees.

OTHER ALTERNATIVES

N/A

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

N/A

DATES OF PREVIOUS COUNCIL CONSIDERATION

N/A

Attachments

Resolution

Attach. 2 PC Bios - 2016 Terms

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

A RESOLUTION REAPPOINTING CALISTA FITZGERALD AND DONALD SCHMIDT, AND APPOINTING BRIAN MCDOWELL AND GARY JELINEK AS VOTING MEMBERS OF THE TIGARD PLANNING COMMISSION, AND REAPPOINTING TOM MOONEY AS AN ALTERNATE, NON-VOTING MEMBER.

WHEREAS, there are four vacancies for voting members and one vacancy for an alternate non-voting member on the Planning Commission; and

WHEREAS, Calista Fitzgerald and Donald Schmidt were both appointed as Planning Commissioners in January, 2012 to serve their first full terms that expire December 31, 2015 and have applied, and are eligible for reappointment to the Planning Commission; and

WHEREAS, Brian McDowell and Gary Jelinek applied for appointments to the Planning Commission; and

WHEREAS Tom Mooney applied for a second term as a non-voting alternate member; and

WHEREAS, the Mayor's Appointment Advisory Committee recommends that Council reappoint Calista Fitzgerald and Donald Schmidt as voting members for terms that expire December 31, 2016; and

WHEREAS, the Mayor's Appointment Advisory Committee recommends that Council appoint Brian McDowell as a voting member to fill an unexpired term that expires December 31, 2017; and

WHEREAS, the Mayor's Appointment Advisory Committee recommends that Council appoint Gary Jelinek as a voting member to fill an unexpired term that expires December 31, 2018; and

WHEREAS, the Mayor's Appointment Advisory Committee recommends that Council reappoint Tom Mooney as a non-voting alternate member for a term that expires December 31, 2017.

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

SECTION 1: Calista Fitzgerald and Donald Schmidt are appointed to the Planning Commission as voting members to fill terms which will expire December 31, 2019.

SECTION 2: Brian McDowell & Gary Jelinek are appointed to the Planning Commission as voting members to fill unexpired terms that will expire December 31, 2017 and December 31, 2018, respectively.

SECTION 3: Tom Mooney is reappointed to the Planning Commission as an alternate member to fill a term that will expire December 31, 2017.

SECTION 4: This resolution is effective immediately upon passage.

PASSED: This _____ day of _____ 2015.

Mayor - City of Tigard

ATTEST:

City Recorder - City of Tigard

**PLANNING COMMISSION
RECOMMENDED APPOINTEES
BIOGRAPHICAL INFORMATION**

On December 8, 2015, Tigard City Council will consider a Resolution to reappoint Calista Fitzgerald and Donald Schmidt, and appoint Brian McDowell and Gary Jelinek as voting members of the Tigard Planning Commission, and to reappoint Tom Mooney as a non-voting alternate member.

Calista Fitzgerald has resided in Unincorporated Washington County for twelve years and is applying for a second term. She has served as the Vice President of the Planning Commission for the past year. She holds a Bachelor of Science Degree in Architecture, and is currently employed as a Project Manager and Senior Associate at LRS Architects, Inc. Calista has served as a member of the Subcommittee for Design Review of the Costco Gas Station and also served on the Citizen Advisory Committee for the Tigard Triangle.

Donald Schmidt has been a resident of Tigard for nine years. He holds a Bachelor of Architecture Degree and is employed as a Registered Architect at CH2M Hill. Don is concurrently serving a second full term as a member of the Tigard Transportation Advisory Committee and was also a member of the Subcommittee for Design Review of the Costco Gas Station.

Brian McDowell has been a Tigard resident for nine years. He holds a Bachelor of Science Degree in Finance from PSU and a Professional Degree in Banking from the University of Pennsylvania. Brian is currently employed as Executive Director - Marketing Director at J.P. Morgan Chase Bank. He was the Finance Committee Chair for Pittock Mansion and served on the Marketing Committee for the PSU Alumni Board. He served in the U.S. military for 15 years in the Marine Corps and the Air Force. He was deployed to Iraq and Afghanistan during Operation Iraqi Freedom and Operation Enduring Freedom, and has earned numerous military awards.

Gary Jelinek has lived in Tigard for eleven years, having lived previously in Sonoma County, California. He holds a Master's Degree from the Urban Institute, Cleveland State University, and has extensive experience as a corporate executive in the insurance industry and as an adjunct Professor of Political Science. Recently retired, he volunteers with Meals on Wheels, serves on the board of the Washington County League of Conservation Voters and has served as a board member of Washington County "Rebuilding Together." Gary was also a member of Tigard's Pedestrian Bicycle Committee.

Tom Mooney has resided in Unincorporated Washington County for six years. He has worked as Deputy Fire Marshal-Fire Inspections with Tualatin Valley Fire & Rescue for the past 5 years. Tom holds an AA in Fire Science and a Bachelors of Science Degree in Fire Protection & Safety Technology. He is Vice Chair of the International Association of Arson Investigators, Portland Chapter, and is Shop Steward of the International Association of Fire Fighters, Local 1660. He is a committee member of the National Fire Protection Association, and volunteers for the Boy Scouts of America, Pack 690.

AIS-2439

7.

Business Meeting

Meeting Date: 12/08/2015

Length (in minutes): 5 Minutes

Agenda Title: Appoint Transportation Advisory Committee Members

Prepared For: Buff Brown, Community Development

Submitted By: Joe Patton, Community Development

Item Type: Resolution

Meeting Type: Council
Business
Meeting -
Main

Public Hearing: No

Publication Date:

Information

ISSUE

Shall Council reappoint Donald Schmidt and appoint Robert Van Vlack, Russell Casler, and Yi-Kang Hu as voting citizen representative members; Joseph Vasicek as a voting business representative member; and reappoint Timothy Esau and appoint Rick Perry, and Susan Pfahl as non-voting alternate members?

STAFF RECOMMENDATION / ACTION REQUEST

Approve a resolution reappointing Donald Schmidt and appointing Robert Van Vlack, Russell Casler, and Yi-Kang Hu as voting citizen representative members whose terms will expire December 31, 2018; appointing Joseph Vasicek as a voting business representative member whose term will expire December 31, 2016; and reappointing Timothy Esau and appointing Rick Perry, and Susan Pfahl as non-voting alternate members whose terms will expire December 31, 2016.

KEY FACTS AND INFORMATION SUMMARY

There are five voting positions to be filled on the Transportation Advisory Committee. The Transportation Advisory Committee has four voting citizen representative members whose terms are due to expire December 31, 2015 and one unexpired voting business representative vacancy whose term expires December 31, 2016.

Donald Schmidt, Robert Van Vlack, Russell Casler, Yi-Kang Hu, Joseph Vasicek, Timothy Esau, Rick Perry, and Susan Pfahl were interviewed on November 16 by the Mayor's Appointment Advisory Committee. The Committee recommended that Donald Schmidt be reappointed and that Robert Van Vlack, Russell Casler, and Yi-Kang Hu be appointed as voting citizen representative members; Joseph Vasicek be appointed as a voting business

representative; and the reappointment of Timothy Esau and the appointment of Rick Perry, and Susan Pfahl as non-voting alternate members.

Attachment 1 is a Resolution implementing these recommended appointees. Attachment 2 has biographical information on all recommended appointees.

OTHER ALTERNATIVES

N/A

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

N/A

DATES OF PREVIOUS COUNCIL CONSIDERATION

N/A

Attachments

Resolution

Attach. 2 TTAC Bios

**CITY OF TIGARD, OREGON
TIGARD CITY COUNCIL
RESOLUTION NO. 15 – _____**

A RESOLUTION REAPPOINTING DONALD SCHMIDT, AND APPOINTING ROBERT VAN VLACK, RUSSELL CASLER, YI-KANG HU AND JOSEPH VASICEK AS VOTING MEMBERS OF THE TIGARD TRANSPORTATION ADVISORY COMMITTEE AND REAPPOINTING TIMOTHY ESAU AND APPOINTING RICK PERRY, AND SUSAN PFAHL AS NON-VOTING ALTERNATE MEMBERS.

WHEREAS, The Tigard Transportation Advisory Committee is comprised of 11 voting positions, including at least eight citizen and at least two business representatives; and

WHEREAS, as of December 31, 2015 there are four voting citizen representative vacancies and one partial term voting business representative vacancy; and

WHEREAS, the Mayor's Appointment Advisory Committee interviewed ten individuals on November 16, 2015 and recommends reappointing Donald Schmidt and appointing Robert Van Vlack, Russell Casler, and Yi-Kang Hu as voting citizen representatives, Joseph Vasicek as a voting business representative and reappointing Timothy Esau and appointing Rick Perry, and Susan Pfahl as non-voting alternate members;

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

- SECTION 1: Donald Schmidt is reappointed and Robert Van Vlack, Russell Casler and Yi-Kang Hu are appointed as voting citizen representative members of the Tigard Transportation Advisory Committee with terms expiring December 31, 2018.
- SECTION 2: Joseph Vasicek is appointed as a voting business representative member of the Tigard Transportation Advisory Committee with a term expiring December 31, 2016.
- SECTION 3: Timothy Esau is reappointed and Rick Perry, and Susan Pfahl are appointed as non-voting alternate members of the Transportation Advisory Committee with terms expiring December 31, 2016.
- SECTION 4: This resolution is effective immediately upon passage.
- PASSED: This _____ day of _____ 2015.

Mayor - City of Tigard

ATTEST:

City Recorder - City of Tigard

Tigard Transportation Advisory Committee Biographies of Recommended Appointees

On December 8, 2015 the Tigard City Council will consider a resolution appointing members to the Tigard Transportation Advisory Committee (TTAC). Following are brief biographies for the individuals recommended for appointment.

Recommended for voting positions:

Donald Schmidt was appointed to the TTAC in January 2011. He also serves as a member of the Planning Commission. Don graduated from the University of Arkansas with a B.A. in Architecture. He has been working in the Portland area for the past 17 years. He is a member of the American Institute of Architects and Cascadia Green Building Council.

Joseph Vasicek has lived in Tigard for 10 years and in the area for a few decades. He works as a Mechanical Engineer for the trucking industry at Williams Controls. He is a married father of young children and enjoys walking and biking with his family to many of Tigard's beautiful parks and events. Joe has been a member of TTAC's Pedestrian and Cyclist Subcommittee for the past two years and an Alternate on TTAC for the past year. He will be serving as a "business" representative.

Robert Van Vlack has lived in Tigard for 12 years. He is retired after 36 years with NW Natural. He has served on the Reedville School District Board and is a liaison for the Summerfield Civic Association.

Russell Casler has lived in Tigard for 2 years and previously lived in Tualatin. He is an Operations and Policy Analyst for DMV Driver Programs/ODOT. Previously he was an analyst for the Oregon Government Ethics Commission and a legislative assistant in the 2011, 2012 and 2013 sessions of the Oregon State Legislature. He has a B.S. in Political Science from the University of Oregon.

Yi-Kang Hu has lived in Tigard for over 7 years. He is a lawyer with Spectra Law Group and has a J.D. from Lewis & Clark Law School, a Ph.D. from OHSU and a B.A. from Reed College. He has served on the Oregon Board of Naturopathic Medicine and the Oregon Law Center. He walks his dog to the downtown dog park on a regular basis and also at Cook Park, where he also rides his bike.

Recommended as alternates:

Rick Perry has lived in Tigard for 27 years and is an entrepreneur. He organized a large charrette for land use including the mayor, district 3 councilor and the community. He is a long time cyclist and is interested in Tigard's transportation.

Susan Pfahl has lived in Tigard for 29 years and is an instructor and artist. She has a Bachelor of Business Administration and a Master of International Management.

Timothy Esau has lived in Tigard for 27 years. He works as a Senior Systems analyst for ODOT. He has served 1 year on the Tigard Budget Committee, 2 years on the Budget Committee for the Tigard-Tualatin Aquatic District, and as an alternate on TTAC for one year. He has been active in the community on transit and other transportation issues.

AIS-2324

8.

Business Meeting

Meeting Date: 12/08/2015

Length (in minutes): 45 Minutes

Agenda Title: Public Hearing: Sidewalk Gap Program

Prepared For: Toby LaFrance

Submitted By: Carissa Collins, Finance and Information Services

Item Type: Motion Requested **Meeting Type:** Council
Public Hearing - Business
Informational Meeting -
Main

Public Hearing Yes

Newspaper Legal Ad Required?:

Public Hearing Publication

Date in Newspaper:

Information

ISSUE

Should Council consider a ballot measure to fund a sidewalk gap program?

STAFF RECOMMENDATION / ACTION REQUEST

Staff requests that Council affirm its direction from the November 17, 2015 workshop to place a ballot measure authorizing the issuance of general obligation bonds to fund a sidewalk gap capital program and provide direction on potential ballot title language.

KEY FACTS AND INFORMATION SUMMARY

During the November 17, 2015 workshop, Council provided staff with direction on a proposed Sidewalk Gap Program. Key direction included:

1. The program presented met Council direction provided at the October 20, 2015 Workshop. Specifically to outline and cost a Sidewalk Gap Program that would create continuous pedestrian connections on all arterial roads, collector streets, busy neighborhood streets, and trails in the City of Tigard. Using GIS data and based on a high level programmatic cost estimate, staff determined that there are approximately 34 miles of sidewalk and trail gaps to fill and it would cost approximately \$118 million to construct pedestrian connections that will fill those gaps. Further, staff estimated that approximately twenty percent of the funding for the sidewalks could come from resources outside the city, such as grants and through development during the life of a 20 year program. This will leave the City of Tigard with approximately \$80 million capital costs to complete a pedestrian network that will connect the community and

- provide a viable transportation option that could reduce automobile congestion.
2. Funding for the program will come from issuing voter approved General Obligation Bonds.
 3. Placing the measure on the May 2016 ballot.

At this meeting, staff is seeking direction on a proposed calendar to place this item on the May 2016 ballot and start a discussion on key concepts to include in a ballot title. To aid the discussion, staff will provide conceptual ballot title language in the Council packet on Thursday December 3, 2015. The proposed calendar is as follows:

- January 26, 2016: Continued discussion of ballot title during Council Business Meeting.
- February 9, 2016: Hearing to approve ballot title language.
- February 10, 2016: Beginning of Ballot Title Challenge Period.
- March 17, 2016: Deadline to file ballot with Washington County Elections.

OTHER ALTERNATIVES

Recommend an alternate funding mechanism for the Sidewalk Gap Program.

Do not move forward with a Sidewalk Gaps Program.

COUNCIL OR CCDA GOALS, POLICIES, MASTER PLANS

The Sidewalk Gap Program will fulfill a key concept in the city's Strategic Plan to become the most walkable community in the Pacific Northwest where people of all ages and abilities can live healthy and interconnected lives.

DATES OF PREVIOUS CONSIDERATION

April 27, 2015 - Budget Committee Discussion

May 4, 2015 - Budget Committee Approval

October 20, 2015 - Council Workshop

November 17, 2015 - Council Workshop

Attachments

No file(s) attached.



City of Tigard
Memorandum

SUPPLEMENTAL PACKET
FOR Dec 8, 2015
(DATE OF MEETING)
Agenda Item 8

To: Mayor and Council
From: Toby LaFrance, Finance and Information Systems Director
Re: Draft Ballot Title Language
Date: December 3, 2015

At the Council Workshop on November 17, 2015, Council instructed staff to start preparing a possible ballot measure for the May 2016 election. Attached is draft ballot title language for your consideration at the Council Meeting on December 8, 2015. The intent of this draft is to elicit discussion on key concepts to include in the title. The specific language will need to be approved by the City Attorney, Bond Counsel, and Financial Advisor prior to Council action.

The ballot title is made up of three sections, the Caption, Question, and Summary. Each section has a word limit as follows:

- Caption: 10 words
- Question: 20 words, not including the sentence that starts with “If the bonds are approved,...”.
- Summary: 175 words

The attached title falls within these limitations. Some other concepts that the title includes are:

- Funding a multi-year program
- Funding a program to fill gaps in various types of pedestrian connections along Tigard’s busiest streets and trails.
- Including a citizen advisory committee
- We are in discussions on optimal bond structure options due to the length of the program.

Caption:

Tigard General Obligation Bond Authorization for Sidewalk Gap Program

Question:

Shall Tigard be authorized to issue up to \$80,000,000 in general obligation bonds for pedestrian and bicycle connections and crossings? If the bonds are approved, they will be payable from taxes on property or property ownership that are not subject to the limits of sections 11 and 11b, Article XI of the Oregon Constitution.

Summary:

This measure amends the Tigard City Charter to authorize the City to issue up to \$80,000,000 of general obligation bonds to pay for the capital costs related to filling gaps within the existing sidewalk and trail system, including: sidewalks, paved pedestrian connections, pedestrian crossings, pedestrian safety, bike lanes, trail connections, purchasing necessary right of way, and paying issuance costs. The bonds will be the primary funding source for the Sidewalk Gap Program. The program will focus on creating a complete pedestrian system along Tigard's busiest roads and trails, and is expected to fill over 30 miles of sidewalk and trail gaps over a period of 8-10 years. The Bike and Pedestrian Subcommittee of the Tigard Transportation Advisory Committee, a citizen advisory committee, would advise City Council as to project priorities. The city estimates the levy for these bonds would be approximately X cents per \$1,000 of assessed value per year, or approximately \$XXX per year on a home assessed at \$240,000.

A copy of the charter amendment is available from the City's Elections Officer.

AIS-2415

9.

Business Meeting

Meeting Date: 12/08/2015

Length (in minutes): 20 Minutes

Agenda Title: Prohibition of Smoking in City Parks

Prepared For: Liz Newton, City Management

Submitted By: Carol Krager, Central Services

Item Type: Update, Discussion, Direct Staff

Meeting Type: Council Business Meeting - Main

Public Hearing: No

Publication Date:

Information

ISSUE

Discussion of a prohibition of smoking in city parks.

STAFF RECOMMENDATION / ACTION REQUEST

Council discussion and direction to staff on proposed revisions to Chapter 7.52 of the Tigard Municipal Code to prohibit smoking in city parks.

KEY FACTS AND INFORMATION SUMMARY

Councilor Goodhouse requested that staff prepare materials for a full council discussion on whether smoking should be prohibited in the city's parks. Councilor Goodhouse submits that smoking in city parks and on city trails negatively affects non-smokers and is contrary to part of the city's strategic vision that people "*enjoy healthy lives.*"

Chapter 7.52 of the Tigard Municipal Code regulates the use of and behavior on public property including parks. After meeting with planning, parks and police department staff the city attorney drafted language as a starting point for the council discussion. The proposed language includes a definition of parks for purposes of the chapter and a new section **7.52.225 Parks - Smoking Prohibited**. "Park" is defined as an open space or recreational property owned or maintained by the city and open to the public. The prohibition, if adopted, would also apply to electronic cigarettes or other devices designed to emulate smoking. Under Section **7.52.300 Penalty for Violation**, it is recommended that the current penalty of imprisonment for up to six months be deleted as excessive. The proposed changes are highlighted in yellow on pages 7-52-1, 7-52-5 and 7-52-6, 7-52-7 of the attached Exhibit "A".

Staff researched smoking/tobacco regulations in place across the state and found at least 65 cities, counties and parks districts in Oregon place some restrictions on smoking and or tobacco use in parks and public property. The attached matrix highlights several jurisdictions' policies. Note that although some jurisdictions are tobacco free, the language proposed here only prohibits smoking, not tobacco use. Smoking can affect others in close proximity while use of tobacco products (i.e. chew) generally does not.

During staff discussions on the proposed smoking prohibition in parks the question came up as to whether a prohibition on smoking should extend to all City property and not just parks. There were also discussions about whether or not the city's alcohol policy in parks should be made consistent with the proposed smoking policy. Currently alcohol consumption is allowed in parks under certain circumstances. These are policy decisions for council.

If council consensus is to move forward with a smoking ban in parks, staff will prepare an ordinance for council consideration at a future public hearing. If an ordinance is adopted staff recommends a delayed effective date to allow adequate time for community education.

OTHER ALTERNATIVES

Council could direct staff not to pursue a smoking prohibition in parks at this time.

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

N/A

DATES OF PREVIOUS COUNCIL CONSIDERATION

N/A

Attachments

Exhibit "A" Proposed Code Language

Oregon Smoke and Tobacco Free Jurisdictions

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Chapter 7.52 PUBLIC PROPERTY USE.

Sections:

- 7.52.010 Policy Of City Council.
- 7.52.020 Delegation Of Authority.
- 7.52.030 Regulations Prescribed By Council.
- 7.52.040 City Employees Not Affected.
- 7.52.050 Closures.
- 7.52.060 Conduct Restrictions.
- 7.52.070 Damage--Payment For Restoration.
- 7.52.080 Parks--Sales And Services For Hire Restricted.
- 7.52.090 Parks--Advertising And Decorative Devices Forbidden.
- 7.52.100 Alcoholic Beverages in Parks
- 7.52.110 Parks--Rubbish Accumulation Prohibited.
- 7.52.120 Parks--Vandalism Prohibited.
- 7.52.130 Parks--Gambling Prohibited.
- 7.52.140 Parks--Firearms Or Fireworks Prohibited.
- 7.52.150 Parks--Molesting Animals, Birds And Fish Prohibited.
- ~~7.52.170~~ Parks--Fishing And Bathing Restrictions.
- 7.52.180 Parks--Notice Mutilation Prohibited.
- 7.52.190 Parks--Animals Running At Large Prohibited.
- 7.52.200 Parks--Use Of Established Entrance Required.
- 7.52.210 Parks--No Admittance Areas.
- 7.52.220 Parks--Swing And Hammock Location.
- 7.52.225 Parks—Smoking Prohibited
- 7.52.230 Permit--Required.
- 7.52.240 Permit--Exhibition Required.
- 7.52.250 Permit--Subject To Ordinances And Regulations.
- 7.52.260 Public Convenience Stations.
- 7.52.270 Traffic Regulations.

7.52.280 Public Drinking Fountain-- Injury Prohibited.

7.52.290 Signs, Lights, Call Boxes, Hydrants Injury Prohibited.

7.52.300 Penalty For Violation.

7.52.010 Policy Of City Council.

The City Council, except as otherwise expressly provided, declares its intention to exercise general supervision, management and control of all public parks, public parkways, public squares, public grounds, including, but not restricted to streets, boulevards, paths, sidewalks, greenways, rest areas, playgrounds and other areas, hereinafter collectively referred to as "public areas" whether publicly or privately owned, dedicated, leased or otherwise set aside for public use and not under the supervision or control of any other public agency, and the Council declares its intention to prescribe rules and regulations as herein set forth or from time to time as necessary with respect to such public areas.

For purposes of this chapter, "park" is defined as an open space or recreational property owned or maintained by the City and open to the public.

All public areas as herein designated for general public use shall be kept and maintained for the use and benefit of the public, subject to such reasonable and necessary rules and regulations as herein prescribed or as may be from time to time adopted to protect and preserve the enjoyment, convenience and safety of the general public in the use thereof. (Ord. 71-12 §1, 1971).

7.52.020 Delegation Of Authority.

The City Manager is authorized to make such reasonable rules and regulations not inconsistent with this and other City ordinances and the policies of the Council as herein enunciated, as may be necessary for the control and management

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of the public areas hereinabove designated. All such rules and regulations shall be set forth in writing and, to the extent deemed necessary by the City Manager, shall be posted in conspicuous places in the areas affected thereby, for the guidance of the general public and individual users.

If any person feels aggrieved by any such rule or regulation, he may appeal to the Council by filing with the City Recorder a remonstrance against such rule or regulation, which shall be placed on the agenda of the Council at its next regular meeting, and until amended or repealed by the Council such rule or regulation shall remain in full force and effect. (Ord. 03-08, Ord. 71-12 §2, 1971).

7.52.030 Regulations Prescribed By Council.

The Council finds that it is in the public interest and necessary for the peace, health and safety of the general public that the rules and regulations set forth in this chapter be enforced, and for the purposes herein set forth are adopted. (Ord. 71-12 §3(part), 1971).

7.52.040 City Employees Not Affected.

Nothing contained herein shall prevent the performance of any act or duty by City employees which has been duly authorized by the department of public works or the police department. (Ord. 71-12 §3(25), 1971).

7.52.050 Closures.

No person shall ride, drive or walk on such parts or portions of the parks or pavements as may be closed to public travel, or interfere with barriers erected against the public. (Ord. 71-12 §3(16), 1971).

7.52.060 Conduct Restrictions.

No one shall sleep on the seats or benches, or use loud, boisterous, threatening, abusive, insulting or indecent language, or behave in a disorderly manner, or do any act tending to a breach of the public peace. (Ord. 71-12 §3(19), 1971).

7.52.070 Damage--Payment For Restoration.

(a) Owners or persons in control of, or persons who permit the entry of any dog, horse or other animal into any public area under the control of the City, in addition to any penalties imposed by this chapter for violation hereof, shall be held liable for, and shall pay to the City, the full value of repair or restoration of any public property damaged or destroyed, and if not paid upon demand by the City, recovery of same may be sought by action brought in the name of the City in any court of competent jurisdiction.

(b) Any person who shall utilize the public areas herein described and who shall damage or destroy any public property under the control of the City, in addition to any penalties imposed by this chapter for violation hereof, shall be held liable for, and shall pay to the City, the full value of repair or restoration of any public property damaged or destroyed, and if not paid upon demand by the City, recovery of same may be sought by action brought in the name of the City in any court of competent jurisdiction. (Ord. 71-12 §3(24), 1971).

7.52.080 Parks--Sales And Services For Hire Restricted.

(a) It is unlawful for any person to sell or offer for sale any article or perform or offer to perform any service for hire in any of the parks

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without a written permit for such concession properly and regularly granted by the City Manager or designee.

(b) Payment of the Tigard City Business Tax is required prior to issuance of the permit. (Ord. 03-08, Ord. 92-33 §1(Exh. A)(part), 1992: Ord. 71-12 §3(2), 1971).

7.52.090 Parks--Advertising And Decorative Devices Forbidden.

It is unlawful for any person to place or carry any structure, sign, bulletin board or advertising device of any kind whatever, or erect any post or pole or the attachment of any notice, bill, poster, sign wire, rod or cord to any tree, shrub, fence, railing, fountain, wall, post or structure, or place any advertising, decorative or other device of any kind whatever, on any of the vases, statues, bridges or monuments in any park; provided, that the City Manager may by a written permit allow the erection of temporary decoration on occasions of public celebration or holidays. (Ord. 03-08, Ord. 71-12 §3(3), 1971).

7.52.100 Alcoholic Beverages in Parks

(1) For purposes of this section:

(a) "Alcoholic beverage" means any liquid containing any form of alcohol, including but not limited to malt and fermented beverages, whether licensed for sale in the state or not.

(b) "Person's own use" means for use by the person as well as use by any person attending the same social event. As used in this definition, "person" means a person of legal age to possess or drink alcoholic beverages.

(2) Except as provided in this section, it is unlawful for any person to take into or possess any alcoholic beverage in a City park other than for the person's own use. No intoxicated person shall enter or remain in any City park. The sale of beer or wine in City parks shall be allowed only pursuant to

a permit issued by the City Manager on recommendation of the Police Chief, and any such sale must comply with all applicable state liquor laws and permitting requirements. No other alcoholic beverages may be sold in City parks. The limited use and sale of alcoholic beverages allowed by this subsection does not apply to the parks listed in Subsection 3.

(3) It is unlawful to possess, control, or consume any alcoholic beverage in any existing or future City park located within the downtown Urban Renewal Zone.

(4) Failing to comply with any provision of this section shall be a violation. The civil penalty for violation of this section shall not exceed \$600 for the first violation, and shall not exceed \$1,000 for subsequent violations within 12 months of a previous violation of this section.

(5) All alcoholic beverages and alcoholic beverage containers brought into, possessed, or otherwise present in a park in violation of this section are contraband and may be disposed of or retained as evidence by the City. (Ord. 07-14, Ord. 06-08, Ord. 03-08, Ord. 84-48 §1, 1984: Ord. 71-12 §3(4), 1971).

7.52.110 Parks--Rubbish Accumulation Prohibited.

It is unlawful for any person to obstruct the free use and enjoyment of any park by misuse of refuse containers or by placing any straw, dirt, chips, paper, shavings, shells, ashes, swill or garbage, or other rubbish, or refuse or debris, in or upon any park, except in designated trash receptacles or to distribute any circulars, cards or other written or printed matter in any park. (Ord. 82-62 §1, 1982: Ord. 71-12 §3(5), 1971).

7.52.120 Parks--Vandalism Prohibited.

It is unlawful for any person to remove, destroy, break, injure, mutilate, or deface in any

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way any structure, monument, statue, vase, fountain, wall, fence, railing, vehicle, bench, tree, shrub, fern, plant, flower or other property in any park unless otherwise licensed or privileged to do so. (Ord. 99-31, Ord. 71-12 §3(6), 1971).

7.52.130 Parks--Gambling Prohibited.

It is unlawful for any person to play any game of chance or to carry on betting of any kind within the park boundaries. (Ord. 71-12 §3(7), 1971).

7.52.140 Parks--Firearms Or Fireworks Prohibited.

It is unlawful for any person to use firearms, firecrackers, fireworks, torpedoes or explosives of any kind in any park including air guns, bb guns, or bows and arrows. (Ord. 82-62 §2, 1982; Ord. 71-12 §3(8), 1971).

7.52.150 Parks--Molesting Animals, Birds And Fish Prohibited.

It is unlawful for any person to use any weapon, stick, stone or missile of any kind to the destruction, injury, disturbance or molestation of any wild or domestic animal, fowl or fish within the park limits.

It is unlawful for any person to give, or offer, or attempt to give to any animal within the parks, any tobacco or other known noxious articles, or anything the giving of which is prohibited by printed notices conspicuously posted therein. (Ord. 71-12 §3(9), 1971).

7.52.170 Parks--Fishing And Bathing Restrictions.

It is unlawful for any person to fish, wade, swim or bathe in any of the parks except in the places designated by regulation for such purposes. The department of public works, with the

approval of the City Manager, shall have authority to allow fishing in the waters of any park of the City by posting adjacent to such waters a sign or signs stating that such fishing is authorized, and by posting age limits such fishing may be restricted to juveniles or others under the age as designated by the sign, and it is unlawful for any person over the age limit as posted to fish in any such waters of a City park. (Ord. 03-08, Ord. 71-12 §3(11), 1971).

7.52.180 Parks--Notice Mutilation Prohibited.

It is unlawful for any person to injure, deface or destroy any notice of the rules and regulations for the government of the parks, which shall have been posted or permanently fixed by order or permission of the City Manager. (Ord. 03-08, Ord. 71-12 §(12), 1971).

7.52.190 Parks--Animals Running At Large Prohibited.

It is unlawful for the owner, possessor or keeper of any animal to permit such animal to roam at large in any park, and, if such animal is found in any park, it may be impounded. (Ord. 71-12 §3(13), 1971).

7.52.200 Parks--Use Of Established Entrance Required.

No one shall enter or leave the parks except at an established entrance, and no one shall enter or remain in the parks after the hours fixed by regulation. (Ord. 71-12 §3(14), 1971).

7.52.210 Parks--No Admittance Areas.

No person shall enter any building, enclosure, or place within any of the parks upon which the words "no admittance" shall be displayed or posted by sign, placard, or otherwise. (Ord. 71-12 §3(15), 1971).

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7.52.220 Parks--Swing And Hammock Location.

No swings or hammocks shall be hung or swung in any of the parks, except on the posts erected for the purpose. (Ord. 71-12 §3(20), 1971).

7.52.225 Parks—Smoking Prohibited

(a) It is unlawful for any person to smoke in any park. "To smoke" means inhaling, exhaling, or possessing any lighted or burning cigar, cigarette, pipe, weed, plant, or other substance grown, manufactured, or processed which is intended to be used for smoking in any form. "To smoke" also means inhaling, exhaling, or possessing an electronic cigarette or a similar device intended to emulate smoking.

(b) Failing to comply with this section shall be a violation. The civil penalty for violation of this section shall not exceed \$100 for the first violation, and shall not exceed \$500 for subsequent violations within 12 months of a previous violation of this section. Each violation of this section shall constitute a separate offense.

7.52.230 Permit--Required.

Use of the public areas herein described for organized group picnics, political or religious gatherings, or groups consisting of more than twenty-five persons in attendance at any one time, is unlawful unless a written permit has been issued with the approval of the City Manager or City Recorder. (Ord. 03-08, Ord. 82-62 §3, 1982; Ord. 71-12 §3(1), 1971).

7.52.240 Permit--Exhibition Required.

Any person claiming to have a permit from the City shall produce and exhibit such permit

upon request of the department of public works or the police department. (Ord. 71-12 §3(17), 1971).

7.52.250 Permit--Subject To Ordinances And Regulations.

All permits issued by the City shall be subject to the City's ordinances. The persons to whom such permits are issued shall be bound by the rules, regulations and ordinances as fully as though the same were inserted in such permits. Any person or persons to whom such permits shall be issued shall be liable for any loss, damage or injury sustained by any person whatever by reason of the negligence of the person or persons to whom such permit shall be issued, as well as for any breach of such rules, regulations and ordinances, to the person or persons so suffering damages or injury. (Ord. 71-12 §3(18), 1971).

7.52.260 Public Convenience Stations.

(a) It is unlawful for any person to blow, spread or place any nasal or other bodily discharge, or spit, urinate or defecate on the floors, walls, partitions, furniture, fittings, or on any portion of any public convenience station or in any place in such station, excepting directly into the particular fixture provided for that purpose. Nor shall any person place any bottle, can, cloth, rag, or metal, wood or stone substance in any of the plumbing fixtures in any such station.

(b) It is unlawful for any person to stand or climb on any closet, closet seat, basin, partition or other furniture or fitting, or to loiter about or push, crowd or otherwise act in a disorderly manner, or to interfere with any attendant in the discharge of his or her duties, or whistle, dance, sing, skate, swear, or use obscene, loud or boisterous language within any public convenience station, or at or near the entrance thereof.

(c) It is unlawful for any person to cut, deface, mar, destroy, break, remove or write on or scratch any wall, floor, ceiling, partition, fixture

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or furniture, or use towels in any improper manner, or waste soap, toilet paper, or any of the facilities provided in any public convenience station. (Ord. 71-12 §3(21), 1971).

7.52.270 Traffic Regulations.

Except as may be otherwise specifically prescribed in this chapter or other City ordinances, the motor vehicle code of 1970 of the City of Tigard regulating street traffic shall be in full force and effect in all public areas described in this chapter.

The following regulations are made applicable to public areas within the City and subject to the City's control:

(1) No one shall ride or drive any bicycle, motorcycle, motor vehicle, truck, wagon, horse, or any vehicle or animal in any part of the parks except on the regular drives designated therefor; provided, that baby carriages and such vehicles as are used in the park service are not included in the foregoing prohibition.

(2) No one shall drive any hearse, vehicle in a funeral procession, market wagon, milk wagon, dirt car, moving van, dray, truck, heavy-laden vehicle, or vehicle carrying or ordinarily used in carrying merchandise, goods, tools, material or rubbish, except such as are used in the park service, over any drive or boulevard in any of the parks; provided, however, the City Manager in his discretion may grant admission in writing for vehicles to carry materials over mark drives or boulevards to buildings abutting on parks when no other road, street or way is accessible or passable.

(3) No one shall hitch horses or other animals to any tree, shrub, fence, railing or other structure, except such as are provided for such purpose, or allow horses or other animals to stand unhitched while the driver or attendant is beyond reach of such horse or other animal.

(4) It is unlawful for any person to park any motor vehicle on any park or playground area in the City, except in regularly designated parking areas. The police department shall have and exercise authority to tow any vehicle found parked in a park or playground area not designated for parking purposes, and to impound such vehicle and to impose and collect fees for towing and storage.

(5) It is unlawful for any person to store, park, or leave standing unattended for a continuous period of more than twenty-four hours, any motor vehicle, boat, trailer, conveyance or other personal property within any public area under the City's control. (Ord. 03-08, Ord. 71-12 §3(26), 1971).

(6) 7.52.280 Public Drinking Fountain--Injury Prohibited.

It is unlawful for any person to willfully mark, scratch, disfigure, remove or in any manner injure any public drinking fountain, or throw, place or deposit in any cup or basin of same any cigar stub or cigarette stub, or any other matter or refuse whatever, or obstruct the regular flow of water thereof in any manner whatever. (Ord. 71-12 §3(22), 1971).

7.52.290 Signs, Lights, Call Boxes, Hydrants Injury Prohibited.

It is unlawful for any person to willfully cut, remove, deface or in any manner injure or damage any street sign, any street, bridge or subway light, light fixture, or any police or fire call box, or any hydrant, fence, gate or enclosure, or any part thereof, placed in any areas. (Ord. 71-12 §3(23), 1971).

7.52.300 Penalty For Violation.

Any person violating any provision of this chapter, upon conviction shall be punished, by a fine of not more than five hundred dollars. ~~or by imprisonment in the City or County jail for not~~

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~~exceeding six months, or by both such fine and imprisonment. (Ord. 71-12 §4, 1971).~~

Smoke and Tobacco Free Parks Communities

<i>County</i>	<i>City/County</i>	<i>Park Name</i>	<i>Policy/Ordinance Written?</i>	<i>Smoking/Tobacco Policy Description</i>	<i>Number of Parks</i>	<i>Total Acreage</i>
Benton	Corvallis	ALL Corvallis parks	City Ordinance	100% SMOKE-FREE Smoking shall be prohibited in all city owned or managed parks and recreational facilities, including all parks, trails, open space, and special areas.	44	1,686/1 to 287
Clackamas	Wilsonville	ALL City of Wilsonville Parks	Ordinance No. 712	100% TOBACCO-FREE: 'The City Council voted 4-0 on Ordinance No. 712 to amend the City's park rules to prohibit smoking or use of tobacco products on all city park property, park facilities and buildings.'		
Clackamas	Lake Oswego	All City of Lake Oswego Parks	Resolution 12-15	100% TOBACCO-FREE, "is prohibited for any person to use a tobacco product within a City Park except for the Lake Oswego Municipal Golf Course"	24	
Jackson	Medford	All City parks and city properties will be TF & SF	Ordinance	100% TF & SF City property including all parks, city facilities, and City Hall.' The ordinance bans lighted tobacco products, lighted tobacco paraphernalia as well any other lighted plant material. Excluded items include lighted pipes, hookahs, cigars and cigarettes. Also, any device such as electronic cigarettes are prohibited' A fine will be issued up to \$250 for violations	10 facilities and multiple parks	
Josephine	Grants Pass	All Grants Pass City Parks	Municipal Code	Smoking is restricted in playground areas, athletic fields, courts, bleachers, grandstands, benches, spectator areas , covered picnic areas, pavilions, restrooms and concession areas	24	194
Marion & Polk	Salem	All City of Salem Parks	Ordinance, SRC Chapter 45	100% Smokefree in all city parks, including e-cigarettes and cannabis.	90	
Multnomah	Metro	All Metro parks, outdoor areas, and campgrounds (including Oregon Zoo)	Metro Council Policy	100% TOBACCO-FREE	10+	
Multnomah, Clackamas and Washington	Portland	All City of Portland Parks	City Ordinance	100% Smoke and Tobacco-Free: All City parks, natural areas, community centers, trails, golf courses, recreation areas, and all other sites where PP&R park rules apply will be smoke and tobacco-free. Includes E-cigs and other electronic products. Ordinance begins July 1, 2015.	212	
Washington	City of Hillsboro	All Hillsboro Parks	Municipal Code	100% TOBACCO-FREE including e-cigarettes "Prohibits smoking or the use of tobacco-related products inside the property boundaries of all Hillsboro public parks and open spaces."	24	more than 41,842
Washington	Sherwood	All Sherwood Parks	City Ordinance	100% TOBACCO-FREE "Tobacco use is prohibited on any city-owned, controlled or managed property with the exclusion of public right-of-way, including, but not limited to city-owned buildings, parks, vehicles and other real and personal property".	11	57
Washington	Largest special park district in Oregon, covers parts of Beaverton, Tualatin and unincorporated areas of Wash.Co."	Tualatin Hills Park and Recreation District	THPRD Ordinance no. 2013-01	Smoke on or in any District grounds, facilities and buildings is prohibited. "Smoke" means inhaling, exhaling, burning or carrying any lighted or heated tobacco or other non-tobacco legal/illegal smoking substance.	252	450
Washington	City of Forest Grove	All City properties, parks and events	City Ordinance 2014-06	Smoking and use of tobacco-related products are prohibited, including, but not limited to, cigarettes, cigars, pipes, grass, plant, plant-product, liquid, vapor, electronic smoking devices and smokeless tobacco, within any City-owned and -leased property and at any City-sponsored event	14	357
Washington	Washington County	All county parks and outdoor spaces	SF City property ordinance	100% Smokefree city property ordinance, including electronic smoking devices	3	
Yamhill	Newberg and Dundee	Chehalem Park and Recreation District	Ordinance	100% TOBACCO-FREE	30	