



City of Tigard

Tigard Workshop Meeting – Agenda

TIGARD CITY COUNCIL Workshop and Business Meeting
MEETING DATE AND TIME: April 21, 2015 - 6:30 p.m.
MEETING LOCATION: City of Tigard - Town Hall - 13125 SW Hall Blvd., Tigard, OR 97223
PUBLIC NOTICE:

Times noted are estimated.

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).

VIEW LIVE VIDEO STREAMING ONLINE:

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

Workshop meetings are cablecast on Tualatin Valley Community TV as follows:

Replay Schedule for Tigard City Council Workshop Meetings - Channel 28

- Every Sunday at 12 a.m.
- Every Monday at 1 p.m.
- Every Thursday at 12 p.m.
- Every Friday at 10:30 a.m.

SEE ATTACHED AGENDA



City of Tigard

Tigard Workshop Meeting – Agenda

TIGARD CITY COUNCIL Workshop and Business Meeting
MEETING DATE AND TIME: April 21, 2015 - 6:30 p.m.
MEETING LOCATION: City of Tigard - Town Hall - 13125 SW Hall Blvd., Tigard, OR 97223

6:30 PM

1. WORKSHOP MEETING

- A. Call to Order - Tigard City Council
- B. Roll Call
- C. Pledge of Allegiance
- D. Call to Council and Staff for Non Agenda Items

2. JOINT MEETING WITH THE LIBRARY BOARD - **6:35 p.m. estimated time**

CITY COUNCIL BUSINESS MEETING

3. LEGISLATIVE PUBLIC HEARING: CONTINUATION OF THE APRIL 14, 2015, PUBLIC HEARING ON DEVELOPMENT CODE AMENDMENTS REGARDING MARIJUANA FACILITIES - **7:05 p.m. estimated time**

CITY COUNCIL WORKSHOP MEETING

- 4. BRIEFING ON AN AMENDMENT TO AN IGA REGARDING FUNDING FOR THE PACIFIC HIGHWAY/GAARDE STREET/MCDONALD STREET INTERSECTION IMPROVEMENT PROJECT - **8:05 p.m. estimated time**
- 5. BRIEFING ON A JOINT USE AGREEMENT WITH THE TIGARD-TUALATIN SCHOOL DISTRICT - **8:15 p.m. estimated time**
- 6. DISCUSSION ON POSSIBLE BALLOT MEASURE ITEMS - **8:25 p.m. estimated time**
- 7. NON AGENDA ITEMS - **8:55 p.m. estimated time**
- 8. EXECUTIVE SESSION: The Tigard City Council may go into Executive Session. If an Executive Session is called to order, the appropriate ORS citation will be announced identifying the applicable statute.
- 9. ADJOURNMENT - **9:00 p.m. estimated time**

AIS-2104

2.

Workshop Meeting

Meeting Date: 04/21/2015

Length (in minutes): 30 Minutes

Agenda Title: Annual Joint Meeting with the Library Board

Prepared For: Margaret Barnes, Library

Submitted By: Alison
Grimes,
Library

Item Type: Joint Meeting-Board or Other Juris.

Meeting Type: Council
Workshop
Mtg.

Public Hearing: No

Publication Date:

Information

ISSUE

This is the regularly-scheduled, annual joint meeting between City Council and the Tigard Library Board.

STAFF RECOMMENDATION / ACTION REQUEST

None requested.

KEY FACTS AND INFORMATION SUMMARY

Annual meeting with the Tigard Library Board to provide information to City Council -
Update on overall library operations

OTHER ALTERNATIVES

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

DATES OF PREVIOUS COUNCIL CONSIDERATION

The Library Board last met with City Council on Tuesday, April 15, 2014.

AIS-2188

3. 0.

Workshop Meeting

Meeting Date: 04/21/2015

Length (in minutes): 60 Minutes

Agenda Title: Legislative Hearing: Marijuana Regulations

Submitted By: John Floyd, Community
Development

Item Type: Ordinance
Public Hearing - Legislative

Meeting Type: Council
Business
Meeting -
Main

Public Hearing: Yes

Publication Date:

Information

ISSUE

Shall Council adopt development code amendments to establish time, place, and manner restrictions on marijuana facilities.

STAFF RECOMMENDATION / ACTION REQUEST

Approval by ordinance of the recommended text amendments to the Community Development Code, with any alterations as determined by Council through the public hearing process.

KEY FACTS AND INFORMATION SUMMARY

On March 10 and April 14, Council held public hearings regarding the Planning Commission recommendation for the regulation of marijuana businesses. After consideration of public testimony and deliberation, Council directed staff to revise the Planning Commission recommendation for adoption on April 21. In addition to the directed changes, staff has made some corrections and reorganized the proposed chapter to add clarity. A summary of revisions is as follows:

- Added language to prohibit marijuana facilities in the MU-CBD Zone (Downtown Tigard)
- Increased buffer distances between retail uses from 1,000 to 1,500 feet, and specified this buffer is to include state-licensed facilities outside of city limits.
- Amended primary entry standards to specify visibility from Pacific Highway.
- Consolidated the location requirements into one subsection for greater clarity and ease of use.
- Corrected a typo in the definition of schools to include secondary schools.
- Clarified the exterior lighting standards to establish minimum illumination requirements.

In addition to the above, staff is continuing to research window transparency standards and possible conflicts or consistency issues with state dispensary regulations, and will present a recommendation on April 21. Staff will also present the impact of increasing buffer standards for retail uses from 1,000 to 1,500 or 2,000 feet as requested on April 14.

OTHER ALTERNATIVES

Approve Planning Commission recommendation.

Approve staff recommendation to the Planning Commission.

Take no action.

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

DATES OF PREVIOUS COUNCIL CONSIDERATION

July 22, 2014

November 25, 2014

March 10, 2015

April 14, 2015

Attachments

Draft Ordinance

Exhibit "A" - Planning Commission Findings

Exhibit "B" - Supplemental Findings

Exhibit "C" - Proposed Text Amendments

CITY OF TIGARD, OREGON
TIGARD CITY COUNCIL
ORDINANCE NO. 15-_____

AN ORDINANCE AMENDING THE TIGARD DEVELOPMENT CODE (TITLE 18) TO ESTABLISH REASONABLE TIME, PLACE, AND MANNER REGULATIONS FOR MARIJUANA FACILITIES. PROPOSED CHANGES INCLUDE NEW DEFINITIONS TO BE PLACED WITHIN CHAPTER 18.120 (DEFINITIONS); TEXT AMENDMENTS TO CHAPTER 18.210 (GENERAL ADMINISTRATIVE PROVISIONS) TO REMOVE A REQUIREMENT THAT DEVELOPMENT BE CONSISTENT WITH FEDERAL LAW; AND CREATION OF A NEW CHAPTER TO BE TITLED 18.735 (MARIJUANA FACILITIES) THAT WOULD LIMIT HOURS OF OPERATION, ESTABLISH LOCATION STANDARDS, REQUIRE EXTERIOR DESIGN REQUIREMENTS TO ENHANCE SECURITY, ESTABLISH OFF-SITE ODOR STANDARDS, AND CREATE AN ASSOCIATED REVIEW PROCEDURE; AND DECLARING AN EMERGENCY

WHEREAS, the Tigard City Council directed Planning Division staff to prepare amendments to the Tigard Community Development Code pertaining to the design, location and operation of marijuana businesses within the boundaries of the City; and

WHEREAS, amendments to the Tigard Community Development Code Chapter 18.210 would remove legal uncertainty and allow the City to conform to state statutes regarding medical and recreational marijuana authorized under ORS 475.300 (Oregon Medical Marijuana Act) and Measure 91 (Control, Regulation, and Taxation of Marijuana and Industrial Hemp Act); and

WHEREAS, the purpose of creating Chapter 18.735 is to establish reasonable time, place, and manner restrictions to address the nuisance impacts that may be created by marijuana facilities, as specifically authorized by the Oregon Medical Marijuana Act and the Control, Regulation, and Taxation of Marijuana and Industrial Hemp Act; and

WHEREAS, notice was provided to the Department of Land Conservation and Development at least 35 days prior to the first evidentiary public hearing; and

WHEREAS, notice of the public hearing was given in conformance with Community Development Code Chapter 18.390.060.D; and

WHEREAS, the Tigard Planning Commission held two duly noticed public hearings on January 12, 2015 and February 9, 2015 and recommended with a unanimous vote that Council approve the proposed code amendment, as amended; and

WHEREAS, the Tigard City Council held a public hearing on March 10, 2015, to consider the proposed amendment; and

WHEREAS, the Tigard City Council has considered the Planning Commission recommendation; and
WHEREAS, the Tigard City Council has considered the applicable Statewide Planning Goals and Guidelines adopted under Oregon Revised Statutes Chapter 197; any federal or state statutes or

regulations found applicable; any applicable Metro regulations; any applicable Comprehensive Plan Policies; and any applicable provisions of the City’s implementing ordinances; and

WHEREAS, the Tigard City Council has determined that the proposed development code amendment is consistent with the applicable review criteria, and approves amendments to the Tigard Community Development Code as being in the best interest of the City of Tigard.

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

SECTION 1: Council adopts the findings recommended by the Planning Commission as contained in the February 24, 2015 Staff Report to the City Council, included as **“Exhibit A”** to this Ordinance as the basis in support of the corresponding code amendments.

SECTION 2: Council further adopts the supplemental findings and analysis contained in **“Exhibit B”** as additional legislative intent and basis in support of the corresponding code amendments.

SECTION 3: Tigard Development Code (Title 18) is amended as shown in **“Exhibit C – Marijuana Facilities”** to this Ordinance.

SECTION 4: Emergency. With the expiration of the City’s temporary prohibition on marijuana facilities scheduled for May 1, 2015, this ordinance is necessary for the immediate protection of the public peace, health, safety and welfare and shall take effect immediately after passage by the Council, signature by the Mayor, and posting by the City Recorder.

PASSED: By _____ vote of all Council members present after being read by number and title only, this _____ day of _____, 2015.

Norma I. Alley, Deputy City Recorder

APPROVED: By Tigard City Council this _____ day of _____, 2015.

John L. Cook, Mayor

Approved as to form:

City Attorney

Date

**PLANNING COMMISSION
RECOMMENDATION TO THE
CITY COUNCIL**

FOR THE CITY OF TIGARD, OREGON



SECTION I. APPLICATION SUMMARY

CASE NAME: MARIJUANA FACILITIES DEVELOPMENT CODE AMENDMENT

CASE NO.: **Development Code Amendment (DCA) DCA2014-00002**

PROPOSAL: The City of Tigard proposes legislative amendments to the Tigard Development Code (TDC) to establish reasonable time, place, and manner regulations for marijuana facilities. Proposed changes include new definitions to be placed within Chapter 18.120 (Definitions); text amendments to Chapter 18.210 (General Administrative Provisions) to remove a requirement that development be consistent with federal law; and creation of a new chapter to be titled 18.735 (Marijuana Facilities) that would limit hours of operation, establish location standards, require exterior design requirements to enhance security, establish off-site odor standards, and create an associated review procedure. The proposed text and map amendments for the Planning Commission's review are included in **Attachment 1**, and summarized below in Section IV of this report:

APPLICANT: City of Tigard
13125 SW Hall Blvd.
Tigard, OR 97223

ZONES: Citywide

LOCATION: Citywide and properties identified in the Attached Maps.

**APPLICABLE
REVIEW**

CRITERIA: Statewide Planning Goals 1 (Citizen Involvement), 2 (Land Use Planning), 6 (Air, Water, and Land Resources Quality), and 9 (Economic Development); ORS 475 (Oregon Medical Marijuana Act); Statewide Ballot Measure 91 (Control, Regulation, and Taxation of Marijuana and Industrial Hemp Act); Comprehensive Plan Goals 1.1.2, 2.1.2, 2.1.3, 2.1.6, 2.1.11, 2.1.21, 2.1.23, 2.1.24, 6.1.7, 9.1.3, 9.1.12, 10.2.1 and 10.2.8.; and TDC Chapters 18.380.020 and 18.390.060.G.

SECTION II. PLANNING COMMISSION RECOMMENDATION

Planning Commission recommends approval by ordinance of the proposed development code text amendments (Attachment 1), with any alterations as determined by Council through the public hearing process.

SECTION III. BACKGROUND INFORMATION & PROJECT SUMMARY

The purpose of the Marijuana Facilities Project is to establish reasonable time, place, and manner restrictions on the full range of “medical” and “recreational” marijuana facilities soon to be allowed under State Law. A brief summary of legislative history is below, followed by a summary of the proposed changes and comparable regulations adopted by nearby jurisdictions.

Legislative Timeline

- November 3, 1998 - Oregon voters approved Ballot Measure 67 allowing the medical use of marijuana. Known as the Oregon Medical Marijuana Act (OMMA), the law protects medical marijuana users who comply with its requirements from state criminal prosecution.
- August 14, 2013 - Governor signs HB3460, which requires the Oregon Health Authority to develop and implement a process to register medical marijuana dispensaries so that patients could legally purchase medical marijuana. Under this bill, dispensaries cannot be within 1,000 feet of a school, 1,000 feet of another dispensary, and must be located within an industrial, commercial, or mixed-use zone.
- February 11, 2014 - City of Tigard adopts a temporary prohibition on medical marijuana dispensaries under Ordinance 14-04.
- March 19, 2014 – Governor signs SB1531 which authorizes local governments to adopt reasonable regulations regarding the hours of operation; location; and manner in which medical marijuana dispensaries are operated. SB1531 also states that a local jurisdiction may enact an ordinance declaring a one-year moratorium on dispensaries.
- April 22, 2014 - Tigard City Council extends the temporary prohibition on marijuana dispensaries until May 1, 2014 under Ordinance 14-08.
- November 4, 2014 - Oregon voters approved Ballot Measure 91 to legalize the use and possession of recreational marijuana on July 1, 2015. The law also directs the Oregon Liquor Control Commission to tax, license, and regulate recreational marijuana through a licensing system to be established by January 2016. The measure did not make any changes to the existing medical marijuana system.
- February 9, 2014 Tigard Planning Commission makes a recommendation to the City Council to establish Marijuana Facility regulations within the Tigard Development Code.
- May 1, 2015 - Automatic sunset date of Tigard’s temporary prohibition on medical marijuana dispensaries. No further extensions allowed under state statute.

Proposed Amendments

At present the city is unable to issue any new permits or activities related to state-authorized marijuana use due a temporary prohibition, as discussed above, and a TDC requirement that all development be consistent with federal law. This places the Development Code at odds with recent legislative changes made by the Oregon State Legislature and Oregon Voters. The purpose of this project is to bring the City into compliance with state law while preventing or mitigating unwanted community impacts that could potentially result from marijuana facilities operating within the community.

As proposed, the new code language would result in the following:

- Amend the Tigard Development Code as follows:
 - Text Amendments to Chapter 18.120 (Definitions) to establish new definitions for “Marijuana” and “Marijuana Facility”

- Text Amendments to Chapter 18.210 (General Administrative Provisions) to remove the requirement for consistency with federal law
- Creation of Chapter 18.735 (Marijuana Facilities) to establish development standards and a review process for marijuana facilities requiring a state license or registration.
- Proposed text changes to TDC 18.210 would reduce legal uncertainties and exposure to litigation presented to the City and applicants where state and federal law conflict on the matter of marijuana.
 - Tigard Development Code (TDC) Subsection 18.210.030.A presently requires all development applications to be consistent with federal law.
 - Continued federal classification of marijuana as a Schedule II drug may require the city to deny all land use applications for medical marijuana facilities as not being consistent with Federal law.
 - If the code remains unchanged, uncertainty will remain as some facilities may be able to open if no land use permits are required from the city (i.e. conversion of an existing retail space to a state licensed dispensary).
 - Measure 91 requires a petition and election of the voters for a jurisdiction to prohibit recreational marijuana licenses.
- Proposed text changes to create TDC 18.735 (Marijuana Facilities) would apply a uniform set of development standards to facilities requiring a state license or registration under ORS 475 (Oregon Medical Marijuana Act) and Statewide Ballot Measure 91 (Oregon Legalized Marijuana Initiative).
- Would supplement existing state rules regarding buffer and zone requirements for the siting of medical marijuana dispensaries, and any future state requirements for the siting of recreational marijuana facilities as the OLCC and State Legislature establish new regulations for their location and operation.
 - Would establish location restrictions based on whether or not the marijuana facility was involved in a retail or non-retail capacity.
 - Retail uses would be limited to properties fronting Main Street or Pacific Highway, with a minimum 1,000 foot buffer between facilities and a 500 foot buffer from parks and libraries.
 - Non-retail uses would not be allowed within 500 feet of a residential zone, a parks and recreation zone, or a public library.
 - Would limit hours of operation to between 10am and 8pm.
 - Would establish design requirements and odor standards to prevent off-site nuisances and enhance security.
- Would apply to the full range of activities associated with the production, processing, distribution, and sale of marijuana.
- Would not remove or replace existing code requirements for the underlying use. For example, a dispensary or an indoor grow facility would be required to meet all development code requirements applicable to “Sales-Oriented Retail” or “General Industrial” land uses in the underlying zone.

Other Jurisdictional Responses

To facilitate deliberation and establish a framework for what is considered “reasonable” by other jurisdictions, staff is including a summary of how other cities have chosen to regulate marijuana dispensaries within their borders. Note, the proposed text amendments included as Attachment 1 will apply to the full chain of production and distribution, in anticipation of future licensing authorized under Measure 91, and are not limited to dispensaries as is the case with each city or county below.

Washington County

- Limited to hours between 8:00am and 10:00pm.

- Allowed in specified commercial and industrial districts, with square footage limited to 3,000 square feet within the Industrial (IND), General Commercial (GC), and Rural Commercial (R-COM) Land Use Districts.
- Minimum 2,000 feet between dispensaries.
- Minimum 1,500 feet from any light rail platform.
- Entrances and off-street parking areas must be well lit and not visually obscured from public view.

City of Salem

- Limited to hours between 10:00am and 8:00pm.
- Cannot be located within:
 - Central Business Zoning District.
 - Within a residence or mixed-use property that includes a residence.
 - Within 500 feet of a public park or public playground.
 - Within 100 feet of a residentially zoned property unless the location abuts a major arterial or parkway.
 - Within 100 feet of a certified child care facility.
- Drive-through windows prohibited.
- All odors must be contained to premises.

City of Beaverton:

- Limited to hours between 7:00am and 10:00pm.
- Limited to three zones: GC (General Commercial), CS (Community Service), and CC (Corridor Commercial).

City of Ashland

- Limited to hours between 9:00am and 7:00pm.
- Limited to properties adjacent to a boulevard, and prohibited within the Downtown Design Standards Zone.
- Design standards
 - Must be located within a permanent building.
 - Drive-through windows prohibited.
 - Security bars and grates prohibited.
 - Establishes off-site odor standards.

City of McMinnville

- Limited to hours between 10am and 7pm.
- Minimum 1,000 foot buffer from a preschool, public library, aquatic center, and community center.

City of Albany

- Minimum 300 foot distance buffer from any property zoned residential, mixed-use, Office Professional, or Neighborhood Commercial.
- Restrictions do not apply to property zoned Industrial Park, Light Industrial, or Heavy Industrial.

SECTION IV. APPLICABLE CRITERIA, FINDINGS AND CONCLUSIONS

STATEWIDE PLANNING GOALS AND GUIDELINES

State planning regulations require cities to adopt and amend Comprehensive Plans and land use regulations in compliance with the state land use goals. Because the proposed Code Amendments have a limited scope and the text amendments address only some of the topics in the Statewide Planning Goals, only applicable Statewide Goals are addressed below.

Statewide Planning Goal 1 – Citizen Involvement:

This goal outlines the citizen involvement requirement for adoption of Comprehensive Plans and changes to the Comprehensive Plan and implementing documents.

FINDING: This goal has been met by complying with the Tigard Development Code notice requirements set

forth in Section 18.390.060 (Type IV Procedures). Notices were sent by US Postal Service on December 16, 2015 to affected government agencies and the latest version of the City's interested parties list. A notice was published in the Oregonian newspaper and the City published newsletter (Cityscape) prior to the hearing. Project information and documents were published to the City website prior to the public hearing. A minimum of two public hearings will be held (one before the Planning Commission and the second before the City Council) at which an opportunity for public input is provided. This goal is satisfied.

**Statewide Planning Goal 2 – Land Use Planning:
This goal outlines the land use planning process and policy framework.**

FINDING: The Department of Land Conservation and Development (DLCD) has acknowledged the City's Comprehensive Plan as being consistent with the statewide planning goals. The Development Code implements the Comprehensive Plan. The Development Code establishes a process and standards to review changes to the Tigard Development Code in compliance with the Comprehensive Plan and other applicable state requirements. As discussed within this report, the applicable Development Code process and standards have been applied to the proposed amendment. This goal is satisfied.

**Statewide Planning Goal 6 – Air, Water, and Land Resources Quality:
This goal seeks to maintain and improve the quality of the air, water and land resources by the state.**

FINDING: The Department of Land Conservation and Development has acknowledged the City's Comprehensive Plan as being consistent with the statewide planning goals. The proposed text amendments create a land use control that will buffer land uses and prevent or mitigate off-site impacts that could lead to conflicting impacts upon air resources. Consistency with the City's air quality goal and policies are discussed later in this report under applicable policies of the Tigard Comprehensive Plan. This goal is satisfied.

**Statewide Planning Goal 9 – Economic Development:
This goal seeks to provide adequate opportunities throughout the state for a variety of economic activities vital to the health, welfare, and prosperity of Oregon's citizens.**

FINDING: The Department of Land Conservation and Development has acknowledged the City's Comprehensive Plan as being consistent with the statewide planning goals. Consistency with the City's Comprehensive Plan Economic Development goals and policies is discussed later in this report under Tigard Comprehensive Plan Goal 9.1 and associated policies. This goal is satisfied.

CONCLUSION: Based on the findings above and the related findings below, staff finds the proposed code amendments are consistent with applicable Statewide Planning Goals.

APPLICABLE PROVISIONS OF THE OREGON MEDICAL MARIJUANA ACT

Initially adopted by State ballot measure in 1998, the Oregon Medical Marijuana Act (ORS 475) governs the production, distribution, and use of medical marijuana within the State of Oregon. In March 2014, the Oregon Legislature amended ORS 475 under Senate Bill 1531 which authorizes local governments to impose reasonable regulations on the operation of medical marijuana facilities.

SECTION 2. Notwithstanding ORS 633.738, the governing body of a city or county may adopt ordinances that impose reasonable regulations on the operation of medical marijuana facilities registered, or applying for registration, under ORS 475.314 that are located in the area subject to the jurisdiction of the city or county. For purposes of this section, "reasonable regulations" includes reasonable limitations on the hours during which a medical marijuana facility may be operated, reasonable limitations on where a medical marijuana facility may be located within a zone described in ORS 475.314 (3)(a) and reasonable conditions on the manner in which a medical marijuana facility may dispense medical marijuana.

FINDING: As detailed in Attachment 1, the proposed amendments establish reasonable restrictions on hours of operation, allowed locations, and design and operational requirements to prevent or mitigate potential off-site community impacts. Because SB1531 does not define the word "reasonable", the amendments are based in part on pre-existing development code restrictions already adopted and enforced within the city of Tigard, or elsewhere across the state and Pacific Northwest. As detailed in Attached 2, preliminary mapping of the effects of the proposed location restrictions indicates that a significant portion of the City can comply with the buffer restriction, and would not create an undue burden on businesses trying to find a location to operate. This

requirement is met.

CONCLUSION: Based on the findings above, staff finds that the proposed code text amendment is consistent with the Oregon Medical Marijuana Act.

APPLICABLE PROVISIONS OF THE CONTROL, REGULATION, AND TAXATION OF MARIJUANA AND INDUSTRIAL HEMP ACT (MEASURE 91)

On November 4, 2014, Oregon voters approved Ballot Measure 91 (Control, Regulation, and Taxation of Marijuana and Industrial Hemp Act) to legalize the use and possession of recreational marijuana on July 1, 2015. The law also directs the Oregon Liquor Control Commission to tax, license, and regulate recreational marijuana. Section 59 of the act specifically authorizes local governments seeking to impose reasonable time, place, and manner restrictions in order to address adverse community impacts.

SECTION 59. Authority of cities and counties over establishments that serve marijuana.

(1) Cities and counties may adopt reasonable time, place and manner regulations of the nuisance aspects of establishments that sell marijuana to consumers if the city or county makes specific findings that the establishment would cause adverse effects to occur.

FINDING: As detailed in Attachment 1, the proposed amendments establish reasonable restrictions on hours of operation, allowed locations, and design and operational requirements to prevent or mitigate potential off-site community impacts. Because Measure 91 does not define the word “reasonable”, the amendments are based in part on pre-existing development code restrictions already adopted and enforced within the city of Tigard, or elsewhere across the state and Pacific Northwest. As detailed in Attached 2, preliminary mapping of the effects of the proposed location restrictions indicates that a significant portion of the City can comply with the buffer restriction, and would not create an undue burden on businesses trying to find a location to operate.

As detailed below and in the purpose statement of the proposed Marijuana Facilities chapter, the purpose of the proposed amendments is to prevent or mitigate possible adverse community impacts associated with marijuana facilities. These include, but are not limited to, the following:

- Diversion of marijuana to unauthorized cardholders, particularly minors;
- Unpleasant odors associated with the growing, processing, and consumption of marijuana;
- Unwanted noise generated by visiting customers during early or late hours, and/or the constant hum of electrical generators and fans;
- Crime such as theft, burglary, armed robbery, and kidnapping that can result due to the presence of large amounts of cash, a product that can be resold for significant amounts of money on the black market, and potentially vulnerable users visiting the facilities;
- Threats to health, life and property resulting from facilities not constructed to code; and/or
- Explosions resulting from the use of butane as a processing agent.

These impacts are intended to be prevented or controlled by creating minimum distances between marijuana facilities and residential neighborhoods or other places where children are present, by limiting hours of operation, limiting off-site odors, and requiring minimum design standards to facilitate security and safety. This requirement is met.

CONCLUSION: Based on the findings above, staff finds that the proposed code text amendment is consistent with the Oregon Medical Marijuana Act.

TIGARD COMPREHENSIVE PLAN

State planning regulations require cities to adopt and amend Comprehensive Plans and land use regulations in compliance with the state land use goals and consistent with Comprehensive Plan Goals and Policies. Because the Development Code Amendments have a limited scope and the text amendments address only some of the topics in the Tigard Comprehensive Plan, only applicable comprehensive plan goals and associated policies are addressed below.

Comprehensive Plan Goal 1: Citizen Involvement

Policy 1.1.2: The City shall define and publicize an appropriate role for citizens in each phase of the land use planning process.

FINDING: This goal has been met by meeting and exceeding the Tigard Development Code notice requirements set forth in Section 18.390.060 (Type IV Procedures). Notices were sent by US Postal Service on December 16, 2015 to affected government agencies and the latest version of the City's interested parties list, and a copy of the same notice was emailed to a list of individuals who had previously expressed interest in the topic of marijuana regulations within Tigard. A notice was published in the Oregonian newspaper and the City published newsletter (Cityscape) prior to the hearing. Project information and documents were published to the City website prior to the public hearing. A minimum of two public hearings will be held (one before the Planning Commission and the second before the City Council) at which an opportunity for public input is provided. This policy is met.

Comprehensive Plan Goal 2: Land Use Planning

Policy 2.1.2: The City's land use regulations, related plans, and implementing actions shall be consistent with and implement its Comprehensive Plan.

FINDING: As demonstrated in this staff report, the proposed amendments to the Tigard Development Code are consistent with the Tigard Comprehensive Plan. This policy is satisfied.

Policy 2.1.3: The City shall coordinate the adoption, amendment, and implementation of its land use program with other potentially affected jurisdictions and agencies.

FINDING: Copies of the proposed text amendments were sent to affected agencies were invited to comment on the proposal, as required by Section 18.390.060 (Type IV Procedures) and discussed in Section VII of this report. Comments submitted by affected agencies have been incorporated into this report and the proposed amendments. This policy is met.

Policy 2.1.6: The City shall promote the development and maintenance of a range of land use types which are of sufficient economic value to fund needed services and advance the community's social and fiscal stability.

FINDING: The proposed text amendments will enable a new type of taxable economic activity to occur within the city. This policy is satisfied.

Policy 2.1.11: The City shall adopt regulations and standards to protect public safety and welfare from hazardous conditions related to land use activities.

FINDING: The proposed text amendments are intended to protect the public welfare by providing for appropriate distance buffer from residential areas and parks, and minimum design requirements, in order to prevent or reduce hazards associated with a cash only business, a product with a strong black market value, and the exposure of a controlled product to minors. This policy is satisfied.

Policy 2.1.21 The City shall require all development to conform to site design/development regulations.

FINDING: The proposed amendments will require all marijuana facilities requiring a state license or state registration to conform to site design and development regulations, even when there is no underlying change in land use classification. This policy is satisfied.

Policy 2.1.23 The City shall require new development, including public infrastructure, to minimize conflicts by addressing the need for compatibility between it and adjacent existing and future land uses.

FINDING: The proposed amendments include use regulations and development standards to ensure compatibility between marijuana facilities subject to state licensing or registration, and adjacent development and public facilities. This policy is met.

Policy 2.1.24: The City shall establish design standards to promote quality urban development and to enhance the community’s value, livability, and attractiveness.

FINDING: The proposed amendments include design standards that will protect community livability by allowing the development of marijuana facilities within the City in a manner that is compatible with surrounding land uses and public facilities. This policy is met.

Comprehensive Plan Goal 6: Environmental Quality

Policy 6.1.7: The City shall improve the Environmental Performance Standards to minimize impacts from noise and light pollution.

FINDING: The proposed amendments establish an environmental performance standard for marijuana related odors. This policy is satisfied.

Comprehensive Plan Goal 9: Economic Development

Policy 9.1.3 The City’s land use and other regulatory practices shall be flexible and adaptive to promote economic development opportunities, provided that required infrastructure is made available.

FINDING: The proposed text amendments are intended to be flexible and adaptive to the new marijuana economy in Oregon, as investors try new and unknown business models and the state adopts new regulatory requirements. This flexibility and adaptability is grounded in the regulation of the license or regulation requirement, not the underlying land use classification, and a focus on minimum compliance standards rather than proscribed locations. This policy is met.

Policy 9.1.12 The City shall assure economic development promotes other community qualities, such as livability and environmental quality that are necessary for a sustainable economic future.

FINDING: As detailed in Attachment 1, the proposed text amendments are intended to create minimum compliance standards to prevent or mitigate potential community impacts that could result from marijuana related business activity. This policy is met.

Comprehensive Plan Goal 10: Housing

Policy 10.2.1: The City shall adopt measures to protect and enhance the quality and integrity of its residential neighborhoods.

Policy 10.2.8: The city shall require measures to mitigate the adverse impacts from differing, or more intense, land uses on residential living environments, such as:

- A. Orderly transitions from one residential density to another;**
- B. Protection of existing vegetation, natural resources and provision of open space areas; and**
- C. Installation of landscaping and effective buffering and screening.**

FINDING: The proposed text amendments include use regulations and development standards to prevent or mitigate adverse impacts to adjacent uses, for the purpose of protecting the quality and livability of residential neighborhoods within the city. Development standards include minimum distance buffers, limits on hours of operation, and odor standards. All marijuana facilities approved under the proposed standards will also be subject to all other provisions of the Tigard Development Code, including landscaping and buffering standards (Chapter 18.745), Sensitive Lands (Chapter 18.775), and Urban Forestry (18.790). These policies are met.

CONCLUSION: Based on the findings above, staff concludes that the proposed code text amendment is consistent with applicable provisions of the Tigard Comprehensive Plan.

APPLICABLE PROVISIONS OF THE TIGARD DEVELOPMENT CODE

Tigard Development Code Section 18.380.020, Legislative Amendments to this Title and Map, states that legislative zoning map and text amendments shall be undertaken by means of a Type IV procedure, as governed by Section 18.390.060G.

FINDING: The proposed text and map amendments are legislative in nature. Therefore, the amendment will be reviewed under the Type IV legislative procedure as set forth in the chapter. This procedure requires public hearings by both the Planning Commission and City Council. This standard is met.

Section 18.390.060.G establishes standard decision-making procedures for reviewing Type IV applications. The recommendation by the Commission and the decision by the Council shall be based on consideration of the following factors: 1) The Statewide Planning Goals and Guidelines adopted under Oregon Revised Statutes Chapter 197; 2) Any federal or state statutes or regulations found applicable; 3) Any applicable METRO regulations; 4) Any applicable comprehensive plan policies; and 5) Any applicable provisions of the City's implementing ordinances.

FINDING: Findings and conclusions are provided in this section for the applicable listed factors on which the recommendation by the Commission and the decision by the Council shall be based. This standard is met.

CONCLUSION: Based on the findings above, staff concludes that the proposed code text amendment is consistent with applicable provisions of the Tigard Development Code.

SUMMARY

CONCLUSION: As shown in the findings above, staff concludes that the proposed code text and map amendments are consistent with the applicable Statewide Planning Goals; the Oregon Medical Marijuana Act; the Control, Regulation, and Taxation of Marijuana and Industrial Hemp Act (Measure 91); applicable Comprehensive Plan goals and policies, and the applicable provisions of the City's implementing ordinances. No federal or Metro statutes or regulations were found to be applicable.

SECTION V. STAFF ANALYSIS

Staff analysis and commentary on the proposed text amendments are included as Attachment 1. Even-numbered pages contain commentary on the amendments, which are contained on the opposite (following) odd-numbered page. The commentary establishes, in part, the legislative intent in adopting these amendments.

SECTION VI. OTHER ALTERNATIVES

No Action – The code would remain unchanged. This course of action presents uncertainty due to conflicting local, state, and federal requirements. Anticipated effects include the following:

- Existing Tigard Development Code (TDC) Subsection 18.210.030.A requires all development applications to be consistent with federal law.
- Continued federal classification of marijuana as a Schedule II drug may require the city to deny all land use applications for medical marijuana facilities as not being consistent with Federal law.
- Uncertainty will remain as some facilities may be able to open if no land use permits are required from the city (i.e. conversion of an existing retail space to a state licensed dispensary).
- The City could be at risk of legal action for imposing a possible moratorium, potentially in conflict with state requirements.

Minimal Action – Only amend Subsection 18.210.030.A to remove conflict with federal law, defer all regulation to the state.

- Would reduce legal uncertainty for the City.
- Unique community impacts presented by commercial marijuana facilities may appear in greater

locations, frequency, and intensities than under the current recommendation.

SECTION VII. AGENCY COMMENTS

City of Portland, City of Durham, City of Lake Oswego, City of Tualatin, City of King City, Washington County, METRO, ODOT, Oregon Department of Energy, DLCD, DEQ, ODFW, CWS, Beaverton School District, Tigard/Tualatin School District, Tri-Met, Tigard Water District, Tualatin Valley Water District, Tualatin Hills Parks and Rec District, Tualatin Valley Fire & Rescue, Tigard Public Works, and Tigard Building Division were notified of the proposed code text amendment but provided no comment.

The **City of Beaverton** was notified of the proposal and had no objections.

The **City of Tigard Police Department** reviewed the proposal and suggested text changes to increase the distance buffer to 1,000 feet from schools for regulatory consistency, and inclusion of career schools as a point of buffering. Suggested changes have been incorporated into the proposed text amendments in Attachment 1.

SECTION VIII. PUBLIC COMMENTS

The following individuals and organizations submitted written comments that were considered by the Planning Commission as they formed a recommendation to Council. These comments have been collected and included as Attachment 4. As summarized below, the written testimony was generally focused on documentation regarding potential community impacts, and the appropriateness of the proposed buffer distances (too little or too much).

- Gayle Allen – Email dated January 8, 2015. Expressed displeasure with marijuana dispensaries on Pacific Highway.
- Connie Ramaekers – Email and PowerPoint dated January 11, 2015, submitted on behalf of Tigard Turns the Tide. Provided documentation regarding potential impacts to public health, safety, and community character and viability related to the presence of marijuana production, processing, and sales. Requested an expansion of the buffers proposed by staff from 500 to 1,000 feet.
- CPO 4B – Resolution No. 15-01. Called for amendments to the proposed amendment package to increase the buffer distance from 500 to 1,000 feet.
- Julie Russell – Emails dated January 18 and January 23, 2015. The emails provided links to news stories documenting community impacts to
- Peter Brock – Email dated January 23, 2015 calling for a reduction of the proposed buffer from 500 to 200 feet, and arguments for the suitability of downtown Tigard for marijuana dispensaries.
- Zack Stratford – Email dated February 9, 2015. Provided copies of articles regarding community impacts of dispensaries, a summary of state requirements for medical marijuana dispensaries, and a draft rendering of a marijuana facility.

ATTACHMENTS:

- Attachments: 1. Draft Text Amendments.
2. Preliminary Location Maps – Retail
3. Preliminary Location Maps – Non-Retail
4. OLCC Liquor Stores by City (Last Updated 12/29/2014)
5. Written Public Comments



PREPARED BY: John Floyd
Associate Planner

February 24, 2015
DATE



APPROVED BY: Tom McGuire
Assistant Community Development Director

February 24, 2015
DATE



City of Tigard Memorandum

To: Mayor Cook and the Tigard City Council

From: John Floyd, Associate Planner

Re: DCA2014-00002 Marijuana Facilities (Continued from April 14, 2015)

Date: April 16, 2015

Background

On April 14 the Council provided direction to staff regarding proposed Development Code amendments pertaining to marijuana facilities. The direction was to modify the Planning Commission recommendation in the following manner:

- Prohibit marijuana facilities in the MU-CBD Zone (Downtown Tigard);
- Increase the buffer distance between retail uses from 1,000 feet to 1,500 feet; and
- Amend the primary entry visibility standards to specify visibility from Pacific Highway.

In addition, staff recommends additional changes meant to clarify the chapter and increase the legibility and effectiveness:

- Consolidation of locational standards into one subsection;
- Correct a typo that inadvertently excluded secondary schools from location buffer requirements; and
- Clarification of exterior lighting standards to establish minimum illumination levels of 1.0 foot candles.

In support of these changes, staff recommends the following supplemental findings be adopted in addition to those contained in Section IV of the February 24, 2015 staff report to the City Council.

Supplemental Findings

Policy 2.1.11 - The City shall adopt regulations and standards to protect public safety and welfare from hazardous conditions related to land use activities.

Finding: Council finds the proposed text amendments, including the increased buffer distances between retail facilities, restriction of retail uses to Pacific Highway, and the prohibition on marijuana facilities in the MU-CBD zone, to be a reasonable method to protect the public from unique hazards presented by state-licensed marijuana. Potential hazards include:

- Diversion of marijuana to unauthorized cardholder, particularly in areas where minors are likely to be present such as downtown Tigard or mixed-uses zones;
- Crime such as theft, burglary, armed robbery, and kidnapping that can result due to the presence of large amounts of cash, a product that can be resold for significant amounts of money on the black market, and potentially vulnerable users visiting the facilities;
- Threats to health, life and property resulting from facilities not constructed to code; and/or
- Explosions resulting from the use of butane as a processing agent.

This policy is met.

Policy 9.3.2 - The City shall adopt land use regulations and standards to ensure a well-designed and attractive urban environment that supports/protects public and private sector investments.

Finding: Council finds the proposed text amendments to be reasonable method to prevent an over-concentration of a land use that could threaten or diminish public and private sector investments, and/or overall community livability. This diminishment is associated with factors such as the quasi-legal status of state-licensed marijuana, and the unique security and community livability concerns associated with these uses. This policy is met.

Policy 15.2.1 - New zoning, design standards, and design guidelines shall be developed and used to ensure the quality, attractiveness, and special character of the Downtown as the “heart” of Tigard, while being flexible enough to encourage development.

Policy 15.2.5 - Downtown design, development and provision of service shall emphasize public safety, accessibility, and attractiveness as primary objectives.

Finding: Council finds the prohibition of marijuana facilities in the MU-CBD zone to be consistent with Comprehensive Plan policies requiring the City to protect the special character, attractiveness, and safety of downtown Tigard. In addition to public safety hazards discussed previously in this memorandum, community livability issues associated with such land uses include:

EXHIBIT “B”

- Exposure of a controlled substance to minors, who are likely to be present in as a result of community events, public spaces, and services provided in downtown Tigard.
- Unpleasant odors associated with the growing, processing, and consumption of marijuana which could deter investment or affect community events and gathering places;
- Unwanted noise generated by visiting customers or equipment.

These policies are met.

CITY OF TIGARD
MARIJUANA FACILITIES DEVELOPMENT CODE AMENDMENTS
DCA2014-00002

Staff Contact:
John Floyd, Associate Planner
13125 SW Hall Blvd, Tigard, OR 97223
503-718-2429 / johnfl@tigard-or.gov

Staff Commentary

Introduction

The Tigard Marijuana Facilities Development Code Project is a series of text amendments whose purpose is to bring the City of Tigard into compliance with State law. Proposed changes to the Tigard Development Code include new definitions to be placed within Chapter 18.120 (Definitions); text amendments to Chapter 18.210 (General Administrative Provisions) to remove a requirement that development be consistent with federal law; and creation of a new chapter to be titled 18.735 (Marijuana Facilities) that would establish time, place, and manner restrictions on marijuana facilities within the City of Tigard.

How to read this report

This document is intended to be read in book format, with proposed text amendments on the right hand page and staff commentary on those amendments on the left. The comments are intended to provide both clarity and future documentation as to legislative intent.

Proposed changes are indicated by the use of ~~strikethroughs~~ to indicate language to be removed, a double underline to indicate language to be inserted, and the use of **red font** to further identify the proposed changes.

Commentary on Proposed Definitions

Definitions for the terms “marijuana” and “marijuana facility” are based on language used in the recently enacted Marijuana Tax adopted by the Tigard City Council under Ordinance 14-02. Definitions have been crafted to try and address the full range of economic activity associated with the production, processing, distribution, transfer, and consumption of cannabis.

The definition for the term “permanent building” was crafted at the request of the Planning Commission on January 12 and included in their recommendation on February 9, 2015.

CHAPTER 18.120
DEFINITIONS

18.120 Definitions

18.120.030 Meaning of Specific Words and Terms

“Marijuana” - All parts of the plant of the Cannabis family Moraceae, whether growing or not; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant or its resin, as may be defined by Oregon Revised Statutes as they currently exist or may from time to time be amended. It does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted there from), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination.

“Marijuana Facility” – A commercial or public use or structure where marijuana is produced, processed, distributed, transferred, sold, or consumed.

“Permanent Building” – A non-mobile structure with a roof supported by columns or walls, and permanently attached to a permanent foundation or footings.”

Staff Commentary

Proposed changes to TDC 18.210.030 would remove consistency requirement with Federal law, and thus reduce legal uncertainties presented to the City and applicants where state and federal law conflict on the matter of marijuana. Under existing code and the continued federal classification of marijuana as a Schedule II drug, the city would be required to deny all land use applications for medical marijuana facilities. This could also create legal uncertainty in situations where a facility wants to open in a location and no land use or building permits are necessary (i.e. conversion of an existing retail space to a state licensed dispensary). Another point of uncertainty exists in that Measure 91 requires a petition and election of the voters for a jurisdiction to prohibit recreational marijuana licenses. The proposed changes would remove those conflicts from local land use regulations.

CHAPTER 18.210
GENERAL ADMINISTRATIVE PROVISIONS

18.210.030 Consistency With Plan and Laws

A. Consistency with comprehensive plan and other local and state laws. Each development and use application and other procedure initiated under this title shall be consistent with the adopted comprehensive plan of the City of Tigard as implemented by this title and with applicable state ~~and federal~~ laws and regulations. All provisions of this title shall be construed in conformity with the adopted comprehensive plan

Staff Commentary

The proposed text amendments would result in a new chapter of the Tigard Development Code known as TDC 18.735 (Marijuana Facilities) that would establish specific development standards for marijuana related businesses. These standards are being developed as a standalone chapter due to the unique legal status and potential community impacts presented by this new land use.

Section 18.735.010 establishes the purpose of the zone. In addition to the reasons listed, the specific community impacts this code is intended to prevent or mitigate includes the following:

- Diversion of marijuana to unauthorized cardholders, particularly minors, by avoiding the location of facilities near places where children live and congregate;
- Unpleasant odors associated with the growing, processing, and consumption of marijuana;
- Unwanted noise generated by visiting customers during early or late hours, and/or the constant hum of electrical generators and fans;
- Crime such as theft, burglary, armed robbery, and kidnapping that can result due to the presence of large amounts of cash, a product that can be resold for significant amounts of money on the black market, and potentially vulnerable users visiting the facilities;
- Threats to health, life and property resulting from facilities not constructed to code;
- Explosions resulting from the use of butane as a processing agent; and/or
- An undue burden placed on City and regional agencies who may be required to respond and address the community impacts listed above.

CHAPTER 18.735
MARIJUANA FACILITIES

Sections:

- 18.735.010 Purpose
- 18.735.020 Applicability
- 18.735.030 Approval and Enforcement
- 18.735.040 Development Standards

18.735.010 Purpose

The purpose of this chapter is to:

- A. Protect the general health, safety, property, and welfare of the public;
- B. Balance the right of individuals to produce and access marijuana and marijuana derivatives consistent with state law, with the need to minimize adverse impacts to nearby properties that may result from the production, storage, distribution, sale, and/or use of marijuana and derivatives;
- C. Prevent or reduce criminal activity that may result in harm to persons or property;
- D. Prevent or reduce diversion of state-licensed marijuana and marijuana derivatives to minors; and
- E. Minimize impacts to the City's public safety services by reducing calls for service.

Staff Commentary

Section 18.735.020 establishes where the provisions of this chapter would apply. As set forth in this section, this chapter would apply to the whole chain of production and custody in both a medical and recreational context. The threshold for application would be the requirement for a state license or registration of the facility, and would not apply to personal exemptions.

Section 18.735.030 establishes a Type I review process to determine minimum compliance with the development standards set forth elsewhere in this section. The purpose of this review process is to capture all new businesses entering or establishing themselves within the city, even in situations where no other land use or building permits are required. As a Type I process, no public notification will be provided to nearby property owners, with the assumption that the development standards set forth in 18.735.040 will prevent or sufficiently mitigate negative off-site impacts that could occur to sensitive land uses within proximity of the facility

The documentation requirements set forth in 18.735.030.C are similar to requirements set forth in the Durham Facility Plan District (see 18.650.070.G), and are intended to facilitate a meaningful and objective review of facilities that may create a significant and unpleasant odor impact upon the neighborhood. The standard is written broadly to allow flexibility in how the applicant responds to the standard, as well as flexibility to the city as new and unknown business models and building types and activities are presented as this sector of the economy develops.

18.735.020 Applicability

- A. Relationship to other standards. The regulations within this Chapter are in addition to base zone standards. Sites with overlay zones, plan districts, inventoried hazards, and/or sensitive lands are subject to additional regulations. Specific uses or development types may also be subject to regulations set forth elsewhere in this title.
- B. When provisions apply. The provisions of this chapter shall apply to all marijuana facilities requiring a state license or registration.

18.735.030 Compliance and Enforcement

- A. Procedure: All marijuana facilities requiring a state license or registration, and public places of assembly where marijuana is consumed, shall demonstrate minimal compliance with these standards through a Type I procedure as set forth in 18.390.030 of this Title, using approval criteria set forth in Subsection B of this section.
- B. Approval Criteria: Development subject to the provisions of this chapter shall demonstrate compliance with all standards set forth in Section 18.735.040 of this Chapter.
- C. Documentation: The following provisions shall apply at the time of minimum compliance review or a request for enforcement:
 - 1. When processing a minimum compliance review, the City may accept an evaluation and explanation certified by a registered engineer or architect, as appropriate, that the proposed development will meet the off-site odor impact standard. The evaluation and explanation shall provide a description of the use or activity, equipment, processes and the mechanisms, or equipment used to avoid or mitigate off-site impacts.
 - 2. If the City does not have the equipment or expertise to measure and evaluate a specific complaint regarding off-site impacts, it may request assistance from another agency or may contract with an independent expert to perform the necessary measurements. The City may accept measurements made by an independent expert hired by the controller or operator of the off-site impact source.

Staff Commentary

State statute authorizes local governments to establish reasonable time, place, and manner restrictions on both medical and recreational marijuana facilities when tied to specific community impacts. In determining what is “reasonable”, staff recommends looking at existing precedents both within Tigard and across the region.

- The Tigard Development Code already includes use and design regulations comparable to those proposed in 18.735.050, including:
 - Restrictions on hours of operation;
 - Restriction on allowed zones;
 - Distance buffers;
 - Limits on size;
 - Design and Security requirements; and
 - Environmental performance standards for odor.
- Restrictions on hours of operation are proposed
 - According to data published by the OLCC, proposed hours of operation in TDC 18.735.050.C are more expansive than those posted by the existing liquor stores in Tigard (11-9 Monday – Friday, 10-7 Saturday, closed on Sunday). Looking at surrounding communities, the proposed hours of operation are identical to (or slightly more expansive) than existing liquor store hours in King City, Beaverton, and Tualatin.
 - An exception to hours of operation for industrial uses has been included in the proposal for industrial uses where the general public is not present.
- Exterior lighting requirements are comparable to those required during normal Site Development Review (see TDC 18.360.090.I).
- There is existing precedent for the use of minimum distance buffers as a reasonable land use control for marijuana related businesses, such as those proposed in 18.735.040.H:
 - The state of Oregon has already set a precedent for the use of 1,000 foot distance buffers as a reasonable method to avoid diversion of marijuana and minimizing public nuisances that may affect minors attending a primary or secondary school.
 - Washington State ballot measure I-502, prohibits the issuance of a licenses for the sale of marijuana within 1,000 feet of playgrounds, public parks, recreational facilities, child care centers, elementary or secondary schools, transit centers, libraries, or game arcades not restricted to 21 and older.
 - The city of Tigard adult entertainment standards (18.330.050.B.1) require a 500 ft. separation between adult entertainment uses and specified land uses which may be negatively impacted by adult entertainments.
 - Other local governments within Oregon have adopted minimum distance requirements from specified land uses, including: Washington County (1,500 – 2,000 feet), City of Salem (100-500 feet), City of McMinnville (1,000 feet), and City of Albany (300 feet). The City of Hillsboro is also considering 1,000 foot minimum distance buffers from residential areas, and the City of Tualatin a 3,000 foot buffer from both residential and park uses, but their public hearing processes have not yet concluded.

18.735.040 Development Standards

Development subject to the provisions of this chapter shall demonstrate compliance with all of the following standards:

- A. The proposed development complies with all applicable State requirements.
- B. The proposed use is allowed in the underlying zone and complies with all applicable requirements of this title.
- C. The proposed development meets all of the following site location restrictions. All distances shall be measured at the closest property lines between the proposed site and nearest lot or parcel containing the specified use or characteristic.
 - 1. Marijuana facilities are prohibited within the MU-CBD Zone.
 - 2. The proposed development is not within 1,000 feet of a public or private elementary school, secondary school, or career school attended primarily by minors.
 - 3. Sale-Oriented Retail and Wholesale Sales uses open to the public shall be subject to the following restrictions:
 - a. Must be located on a lots or parcel with frontage along Pacific Highway (Oregon Route 99W);
 - b. Shall not be located not within 1,500 feet of another state-licensed retail or wholesale marijuana facility within or outside of City limits; and
 - c. Shall not be located within 500 feet of a Public Library or Tigard Parks and Recreation Zone.
 - 4. Non-retail uses and Wholesale Sales uses not open to the public shall not be located within 500 feet of one or more of the following zones or facilities:
 - a. Residential Zone
 - b. Parks and Recreation Zone
 - c. Public Library
- D. Hours of commercial operation shall be limited to the hours between 10:00 am and 8:00 pm. General industrial uses with no on-site retail activity are exempt from this restriction.
- E. Primary entrances shall be clearly visible from Pacific Highway (Oregon Route 99W).
- F. The proposed development shall be located inside a permanent building and may not be located within a trailer, shipping container, cargo container, tent, or motor vehicle. Outdoor storage of merchandise, plants, or other materials is not allowed.

Staff Commentary

On January 12, 2015 and February 9, 2015 the Tigard Planning Commission considered the staff recommendation after receiving public testimony from both opponents and proponents of marijuana facilities being allowed to operate within the City. Three issues arose

- The Commission was concerned that the staff recommendation only provided a buffer from residential zones, and not mixed-use zones where children and other members of the population are expected to reside. The Commission found some level of protection necessary for mixed use zones as well as residential zones. This concern was greater for marijuana facilities open to the public.
- The commission was also concerned about an overconcentration of retail facilities along Pacific Highway or Main Street. There was a similar concern about their overconcentration in the City's industrial zones.
- Within the public testimony were requests from retail marijuana facility operators who desired to locate on Pacific Highway or Main Street as preferred locations, citing their function as primary retail destinations within the City.

In consideration of these and other issues, the Planning Commission unanimously adopted differential location standards for marijuana facilities open to the public, and facilities not open to the public. These changes are reflected in paragraph "H" on the opposite page, and reflect staff's interpretation of the general direction provided in the Planning Commission's motion.

On March 10 and April 14, Council considered the Planning Commission recommendation and made modifications in response to oral and written testimony. The majority of the testimony pertained to the appropriateness of marijuana facilities within the downtown area. In response to testimony, and the precedent set by similarly sized cities within the state (Beaverton, Hillsboro, Salem, and Ashland), the Council finds the exclusion of this type of business from the downtown area to be a reasonable method to protect the special characteristics and function of downtown Tigard. Council also directed staff to increase the spacing between retail uses from 1,000 feet to 1,500 feet to reduce their concentration within Pacific Highway corridor.

Proposed Text Amendments

- G. Parking lots, primary entrances, and exterior walkways shall be illuminated with downward facing security lighting to provide after-dark visibility to employees and patrons. Fixtures shall be located so that light patterns overlap at a height of seven feet with a minimum illumination level of 1.0 footcandles at the darkest spot on the ground surface.
- H. Drive-through marijuana facilities are prohibited.
- I. The proposed development shall confine all marijuana odors and other objectionable odors to levels undetectable at the property line.

AIS-2057

4.

Workshop Meeting

Meeting Date: 04/21/2015

Length (in minutes): 10 Minutes

Agenda Title: Briefing on an Amendment to an IGA Regarding Funding for the Pacific Highway/Gaarde Street/McDonald Street Intersection Improvement Project

Prepared For: Mike McCarthy

Submitted By: Judy Lawhead,
Public Works

Item Type:

Meeting Type: Council Workshop Mtg.

Public Hearing

Newspaper Legal Ad Required?:

Public Hearing Publication

Date in Newspaper:

Information

ISSUE

Briefing on a proposed amendment to an intergovernmental agreement (IGA) with the Oregon Department of Transportation (ODOT) for the Pacific Highway/Gaarde Street/McDonald Street intersection improvement project.

STAFF RECOMMENDATION / ACTION REQUEST

No action required; formal consideration of the amendment is scheduled on a future consent agenda.

KEY FACTS AND INFORMATION SUMMARY

At a December 9, 2014, meeting, the council discussed a funding shortfall related to the Pacific Highway/Gaarde Street/McDonald Street intersection improvement project. Due to higher construction costs, the project bid was \$1.1 million more than expected. The council subsequently voted to increase city funding of the project to cover the increased cost, and the mayor acknowledged the city's commitment to provide this additional funding in a letter to ODOT. The minutes from the December 9 meeting and the mayor's letter are attached.

The project budget was adjusted accordingly during the second quarter supplemental budget adjustment.

This amendment to the IGA:

- Formalizes the city's commitment to provide the additional project funding.
- Includes a provision that allows the city to receive a refund of up to \$1.1 million if the actual total project costs are less than the expected \$10,944,630 estimate.
- Updates the project manager's name and contact information.

OTHER ALTERNATIVES

This amendment formalizes action taken by the council on December 9, 2014. Within the constraints of the council's previous action, the council could propose changes to the amendment.

COUNCIL OR CCDA GOALS, POLICIES, MASTER PLANS

This project is included in Tigard's Transportation System Plan, and is included as project number 95033 in the adopted Capital Improvement Plan.

DATES OF PREVIOUS CONSIDERATION

- At a December 9, 2014, meeting, the council voted to increase city funding—by \$1.1 million—to cover the increased project cost.
- In October 2014, the council approved the first amendment to the IGA, which increased county funding and acknowledged construction of a city-owned water line across Pacific Highway.
- In February 2013, the council approved the original IGA.

Fiscal Impact

Cost: \$1.1 million

Budgeted (yes or no): yes

Where Budgeted (department/program): CIP 95033

Additional Fiscal Notes:

This amendment increases the city's contribution to the project by \$1.1 million to cover higher-than-expected construction costs.

At a December 9, 2014, meeting, the council voted to increase city funding of the project to cover the increased cost, and the project budget was adjusted accordingly during the second quarter supplemental budget adjustment.

Attachments

IGA Amendment

Mayor's Letter to ODOT

Excerpt of Dec. 9, 2014, Minutes

**AMENDMENT NUMBER 02
COOPERATIVE IMPROVEMENT AGREEMENT
2003 OREGON TRANSPORTATION INVESTMENT ACT MODERNIZATION and
SURFACE TRANSPORTATION PROGRAM – Urban
OR 99W: Gaarde/McDonald Intersection Improvements**

The **STATE OF OREGON**, acting by and through its Department of Transportation, hereinafter referred to as “State;” and Washington County, acting by and through its Board of County Commissioners, hereinafter referred to as “County,” and the City of Tigard, Acting by and through its elected officials, hereinafter referred to as “City,” all herein referred to individually or collectively as “Party” or “Parties,” entered into an Agreement on April 10, 2013 and Amendment No. 1 on October 22, 2014. Said Agreement and Amendment covers the modernization and intersection improvements to OR 99W at SW Gaarde Street and SW McDonald Street.

It has now been determined by Parties that the Agreement referenced above shall be amended to increase the City’s contribution to address the increase in total Project cost due to high construction bid. Except as expressly amended below, all other terms and conditions of the Agreement are still in full force and effect.

Revised Exhibit A-1 shall be deleted in its entirety and replaced with the attached Revised Exhibit A-1 (V2). All references to “Exhibit A” shall hereinafter be referred to as “Revised Exhibit A-1 (V2).”

TERMS OF AGREEMENT, Paragraph 2, Page 3, which reads:

2. The Project is estimated to cost \$9,840,000. Due to the uncertainty of cost estimates, the Parties agree to finance the Project at \$9,850,000. Funding will come from the following funding sources: \$944,630 from the 2003 OTIA Modernization Program: \$3,000,000 from the Surface Transportation Program: \$1,500,000 from City and up to \$4,400,000 from County funds. The estimate for the total Project cost is subject to change. City shall be responsible for any nonparticipating costs, and Project costs beyond the State, County, and federal money that is being contributed pursuant to paragraphs 3 and 4 below.

Shall be deleted in its entirety and replaced with the following:

2. The Project is estimated to cost \$10,915,000. Funding will come from the following funding sources: \$944,630 from the 2003 OTIA Modernization Program; \$3,000,000 from the Surface Transportation Program; up to \$2,600,000 from City; and up to \$4,400,000 from County funds. The estimate for the total Project cost is subject to change. City shall be responsible for any nonparticipating costs, and Project costs beyond the State, County, and federal money that is being contributed pursuant to paragraphs 3 and 4 below.

TERMS OF AGREEMENT, Paragraph 13, shall be added as follows:

13. The Parties agree that the City's additional contribution of \$1,100,000, provided as of this Amendment No. 2, shall be applied to Project costs after all previously agreed to Federal and County contributions and after the City's original \$1,500,000 contribution. In the event the Project costs do not exceed the expected total Project financing cost of \$10,944,630, the City shall be refunded any remaining City funds in excess of its original \$1,500,000 contribution.

CITY OBLIGATIONS, Paragraph 11, Page 7, which reads:

11. City's Project Manager for this Project is Michael Stone, City Engineer, 13125 SW Hall Blvd, Tigard OR 97223, 503-718-2759, mstone@tigard-or.gov, or assigned designee upon individual's absence. City shall notify the other Parties in writing of any contact information changes during the term of this Agreement.

Shall be deleted in its entirety and replaced with the following:

11. City's Project Manager for this Project is Mike McCarthy, Senior Project Engineer, 13125 SW Hall Blvd, Tigard OR 97223, 503-718-2462, mikem@tigard-or.gov, or assigned designee upon individual's absence. City shall notify the other Parties in writing of any contact information changes during the term of this Agreement.

This Amendment may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

This Project is in the 2012-2015 Statewide Transportation Improvement Program, (Key #16968) that was adopted by the Oregon Transportation Commission on March 21, 2012 (or subsequently approved by amendment to the STIP).

Signature Page to Follow

County/City/State
Agreement No. 28161-02

CITY OF TIGARD, by and through its
elected officials

By _____

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____
City Counsel

Date _____

WASHINGTON COUNTY, by and through
its Board of County Commissioners

By _____

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____
County Counsel

Date _____

City Contact:

Mike McCarthy, P.E.
13125 SW Hall Boulevard
Tigard, OR 97223
503-718-2462
mikem@tigard-or.gov

County Contact:

Gary Stockhoff, CPM
1400 SW Walnut St., MS 18
Hillsboro, OR 97123-5625
503-846-7820
Gary.Stockhoff@co.washington.or.us

STATE OF OREGON, by and through
its Department of Transportation

By _____
Highway Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____
Region 1 Manager

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By *David B. Hutton*
Assistant Attorney General

Date 3/12/2015

State Contact:

Matthew Freitag, P.M.
123 NW Flanders St
Portland, OR 97209
503-731-4851
matthew.d.freitag@odot.state.or.us



REVISED EXHIBIT A-1(V2)
PROJECT DESCRIPTION
City of Tigard
Washington County
OR 99W: Gaarde/McDonald Intersection Improvements

The City of Tigard proposed, and the Oregon Transportation Commission has endorsed a Federal Transportation Reauthorization Request to improve safety and capacity of this heavily congested intersection of Highway 99W. Considering the fact that the new arterials proposed for addressing traffic demand from 99W to I-5 are likely a number of years away, it is important that the existing route function as safely and efficiently as possible. The planned improvement include improved bicycle, pedestrian and transit connections, access management, improved capacity and additional turn-lanes.

Project Cost Estimate		Project Financing	
Preliminary engineering & design	\$1,850,000	City Contribution	\$2,600,000
Right of way purchase	\$3,565,000	County Contribution	\$4,400,000
Construction	<u>\$5,500,000</u>	STP (including match)	\$3,000,000
Total	\$10,915,000	OTIA	<u>\$ 944,630</u>
		Total	\$10,944,630



December 9, 2014

Shelli Romero, Interim Region 1 Manager
Oregon Department of Transportation
123 NW Flanders Street
Portland, OR 97209

RE: Hwy 99W/Gaarde Street/McDonald Street Improvement Project

Dear Ms. Romero,

We understand that the recently opened bids for the Hwy 99W/Gaarde Street/McDonald Street project came in higher than expected and that the total project cost is now expected to be about \$10.9 million; about \$1.1 million more than the amount of funding currently allocated for this project. We have identified funds that we currently have available and are willing to use to fill this funding gap up to the anticipated project cost of \$10.9 million.

City Council voted on December 9, 2014, to authorize use of those funds for this project. We request that ODOT award the construction contract for this project and take other action as necessary to advance the project.

It is our understanding that an amended Intergovernmental Agreement (IGA) will be prepared to memorialize this revised project funding. While we are thankful for ODOT's expertise in managing this project, we are concerned about the potential for further cost overruns in the construction phase, beyond the city's control. We have very little funding available to cover additional costs. We understand that ODOT and city staff have discussed this matter and have proposed additional amendments to the IGA. We ask that the IGA amendment include a provision that ODOT, Washington County and the city proportionally share any costs above the anticipated \$10.9 million project cost.

Sincerely,

A handwritten signature in black ink that reads "John L. Cook". The signature is written in a cursive style.

John L. Cook, Mayor
City of Tigard

Excerpt from December 9, 2014, Minutes

15. NON AGENDA ITEMS

City Manager Wine and Public Works Director Rager provided an update on the Hwy 99W/McDonald/Gaarde Project (HMGP) and requested a motion authorizing the mayor to send a letter to ODOT confirming Tigard's commitment to the HMGP at this phase, including the future commitment of city gas tax funds per TTAC recommendation.

Ms. Wine said during the last week and a half staff received information that the project bid is \$10.1 million which is \$1.1 million more than estimated for the project. This project is a partnership with the city of Tigard, ODOT, and Washington County who all have invested monies into seeing it completed. ODOT is requesting a letter from the mayor confirming the city of Tigard's commitment to fund and move forward with the project. Ms. Wine asked for council's support to draft this letter.

Councilor Snider asked if it was written into the project agreement that the city is responsible for any overages of funds. Ms. Wine answered that is correct, whether the project is in the design or construction phase Tigard is responsible for overages.

Councilor Woodard said this is one of the highest injury intersections and is in desperate need of a fix. This area needs to be taken care of and this is an important project. There has been a lot in the works for this project and a lot of commitment from partners.

Councilor Buehner said this project and all of the issues on 99W the main reason the city council was urged to adopt the gas tax. The Greenburg Road intersection was looked at as the first to fix

and the Gaarde/McDonald intersection as the second project. She said she is pleased the city has a fairly stable income source to fund these types of projects.

Councilor Snider said his heartache is understanding how the estimate was off by so much. This is a big difference in the design estimate perspective. Councilor Snider said before he was prepared to act he thought the council deserved some sort of explanation.

Streets and Transportation Senior Project Engineer McCarthy introduced ODOT Project Manager Matt Freitag and ODOT Interim Area Manager Shelli Romero. Mr. Freitag reported all jurisdictions came to an agreement through the intergovernmental agreement (IGA) on the original project cost. At about 50 percent into design it was recognized the original footprint was not a good fit so the original footprint and scope of the project was reduced and funds were added through the IGA in order to move forward.

Mr. McCarthy said the project need was established in 2008 and in 2009 the city worked with the state to collect investment act funding. City staff began preliminary design and in 2010-2011 the city thought it would be best if the project was led by ODOT at which point the initial IGA came together. In 2013 it was identified that the project would not fit into the original budget so work began to scale back the scope. This brings us to today and the economy has picked up, prices are rising and cost of construction material has gone up from estimates put together four years ago. Mr. Freitag added with the scale back there has been a \$200,000.00 savings on the right-of-way.

Councilor Snider asked how much money would be left on the table from other jurisdictions if the city walked away and what the implication would be to the project. Mr. McCarthy replied there would be over \$8 million from other jurisdictions. Ms. Wine commented one of the reasons the partnership was mentioned is not only the financial commitment, but also the good will of working with the county and state.

Councilor Snider said he is going to support moving the project forward, but felt it was important for the community to understand how this decision affects them and the good of the project.

Councilor Woodard said the council could decide to not do this and wait to complete the project, but costs will get more expensive.

Council President Henderson said many dollars will be lost if the project does not get done now.

Councilor Snider moved to authorize the mayor to send a letter to ODOT confirming Tigard's commitment to the McDonald/Gaarde Project at this phase, including the future commitment of city gas tax funds per TTAC recommendation. Councilor Buehner seconded the motion. The motion passed with the following vote.

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

16. EXECUTIVE SESSION – None held.

school grounds when the area is not needed for school functions. The Park and Recreation Advisory Board (PRAB) recommended that \$135,000 be budgeted for the site improvements; that funding is in the proposed Capital Improvement Plan for fiscal year 2015-2016. The funds will be used to:

- Grade and improve the combination soccer/baseball field.
- Purchase/install/construct park amenities that would serve the neighborhood (to be determined by city and district staff).
- Possibly develop community gardens on the western portion of the site. The development of the gardens would be managed in conjunction with a non-profit agency that would help maintain them. The current plan would include some dedicated plots for school children from Metzger, as well as other district schools.

The proposed IGA structure is such that basic provisions are contained in the main agreement, while site-specific provisions are contained in the appendix. The advantage of this is that the city and the school district can add or subtract school properties by updating the appendix without the need of separate agreements for each site. This agreement structure can streamline the process of adding other school properties to the agreement in the future.

One of the future sites already included in the appendix is Alberta Rider Elementary School. That site has been discussed as a possible site for community gardens that would serve both the school and the neighbors. District and city staff have met informally to begin discussions as to locations for the gardens.

The agreement is presented as signed by the Tigard-Tualatin School District. The city has an interest in clarifying Section 1.3.3, Payment on Termination, which provides that the district will reimburse the city for improvements made by the city, with an offset for the district's contribution to built assets. A revised agreement will be presented to council for consideration once the parties have resolved the question.

The IGA will be brought to the council for formal consideration at a future business meeting.

OTHER ALTERNATIVES

Council is asked to hear a briefing on the proposed agreement.

COUNCIL OR CCDA GOALS, POLICIES, MASTER PLANS

This agreement is consistent with the Council goal "Provide Recreation Opportunities for the People of Tigard. Explore feasibility of partnership opportunities...establish facility partnership if feasible."

The IGA with the Tigard-Tualatin School District helps meet some of the recommendations of the *Tigard Park System Master Plan*. Since school properties do not need to be purchased to

be used as parks, it also helps meet the 2013 PRAB goal of finding alternate ways to fund parks.

DATES OF PREVIOUS CONSIDERATION

The council was notified in 2012 that the city would pursue partnership for joint field and/or facility use with the school district. This is the first time this IGA has come before the council.

Fiscal Impact

Cost: \$135,000 for capital

Budgeted (yes or no): Yes

Where Budgeted (department/program): Park CIP

Additional Fiscal Notes:

The improvements allowed by the IGA will have a fiscal impact. The proposed Capital Improvement Plan has \$135,000 in fiscal year 2015-2016 to cover the cost of improvements at Metzger Elementary School.

Agreeing to this IGA creates future parks maintenance costs for Tigard which are difficult to fully estimate at this time. Parks maintenance is currently paid by the city's General Fund, which is severely limited in its ability to increase service levels without additional revenue sources. This leaves Tigard with three options to honor the park maintenance portions of the IGA:

1. Reduce services to other parks to meet the terms of the agreement
2. Reduce services in the other areas that General Fund supports (The other areas consist of Police, Library, and Community Development.)
3. Add a revenue source to support park maintenance.

Future projects, such as the installation of community gardens at the Alberta Rider site, will be further discussed by district and city staff and eventually budgeted separately. These future projects will have the same budgetary choices listed above.

Attachments

Joint Use IGA

JOINT USE INTERGOVERNMENTAL AGREEMENT

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

RECITALS

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

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

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

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

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

ARTICLE 1 General Provisions

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

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

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

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

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

1.3.3 Payment on Termination. If this Agreement is terminated by the District pursuant to Section 1.3.1, or by the City pursuant to Section 1.3.2, the District will reimburse the City at a prorated amount for the depreciated cost of any capital improvements constructed and paid for by the City, offset by the depreciated costs of any improvements constructed by the District prior to the effective date of this Agreement or that may be constructed or paid for by the District in whole or in part during the term of this Agreement.

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

ARTICLE 2

Obligations

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

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

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

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

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

ARTICLE 3

Insurance

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

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

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

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

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

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

3.2 District Insurance.

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

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

ARTICLE 4
Indemnification

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

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

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

ARTICLE 5
General Provisions

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the Parties hereto have executed this agreement this _____ day of _____, 2014.

DISTRICT

Tigard-Tualatin School District No. 23J

By: E. J. Bunn

Its: Superintendent

Date: 4-9-15

CITY

City of Tigard

By: _____

Its: _____

Date: _____

Appendix A

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

1. Metzger Elementary School Sports Fields

1.1 Location and Description.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Metzger Elementary School Community Gardens

2.1 Location and Description.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Alberta Ryder Elementary School – Community Garden

3.1 Location and Description.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AIS-2098

6.

Workshop Meeting

Meeting Date: 04/21/2015

Length (in minutes): 30 Minutes

Agenda Title: Discussion on Possible Ballot Measures

Prepared For: Liz Newton, City Management

Submitted By: Norma Alley, City Management

Item Type: Update, Discussion, Direct Staff

Meeting Type: Council Workshop Mtg.

Public Hearing: No

Publication Date:

Information

ISSUE

Discussion on the timing of possible future Ballot Measure to place before Tigard voters.

STAFF RECOMMENDATION / ACTION REQUEST

Review and discuss the attached *Potential Ballot Measures* matrix and provide direction to staff on next steps.

KEY FACTS AND INFORMATION SUMMARY

On December 22, the city council met in a goal setting session focused on the next two years. The facilitated discussion had two parts. The first was to identify and discuss four priority areas where the council agrees that it should focus its attention and action over the next two years. In addition, the city council identified five areas that deserve fuller discussion and attention through council workshop meetings.

- *Timing of future ballot measures*
- *Southwest Corridor process*
- *Annexation strategy*
- *Charter revisions*
- *Highway 99W/ congestion*

Through subsequent discussion and suggestion, the council agreed that additional discussion about the next steps on the *Strategic Plan* and *Homelessness* were topics that also should be scheduled for discussion for a future council workshop.

City council voted unanimously to approve the council goals, along with the *Issues for Further Council Discussion* at the January 27, 2015 Business Meeting.

In preparation for the council's discussion on the timing of future ballot measures, staff developed the attached *Potential Ballot Measures* matrix. It lists possible topics for ballot measures, includes any limitations or timing considerations and notes alternative funding sources if applicable. Council may identify other topics for consideration during the discussion.

OTHER ALTERNATIVES

N/A. This is a discussion item.

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

"Future Possible Ballot Measures" is listed as one of the *Issues for Further Council Discussion* in the 2015-2017 City Council Goals adopted January 27, 2015.

DATES OF PREVIOUS COUNCIL CONSIDERATION

City Council requested further discussion on *Future possible ballot measures* at the December 22, 2014, goal setting meeting.

Attachments

Potential Ballot Measures

Potential Ballot Measures

Topic	Ballot Measure	Limitations	Timing	Alternative Funding Sources
1) Charter Revisions	Changes language in the City Charter.	Must go to voters; can be referred by council, or initiated by voters.	No limits on election date.	
2) Funding for General Fund City Services <ul style="list-style-type: none"> • Police • Library • Parks and Recreation • Community Building 	Operating levy for specific programs.	Must go to voters by State Law. Levy can be imposed for one – five years by State Law.	March or September must meet double majority; May or November election, no double majority requirement.	Charge fees for recreation services; can be assessed without a vote; may be referred by council or electors. Gross receipts tax on businesses; can be assessed without a vote; may be referred by council or electors.
3) Funding for City Facilities <ul style="list-style-type: none"> • Public Works • Police • Branch library • Rec./Comm. Center 	General Obligation bond(s) for each separately or together.	Must go to voters by State Law.	March or September must meet double majority; May or election no double majority requirement.	Issuance of non-voted debt using city's full faith and credit. Voter approval not required.
4) City Gas Tax Increase	Increase city gas tax to fund sidewalk gap program and/or sidewalk maintenance and/or major transportation projects.	Must go to voters by State Law. Use of funds must be designated by TTAC. (Requirement in TMC Section 3.65.270(3))	March or September must meet double majority; May or November election no double majority requirement.	
5) High Capacity Transit	Increase a current tax or fee or impose a new local tax or fee for construction costs to build or expand light rail transit line.	Requirement of City Charter Section 52.	March or September must meet double majority; May or November election, no double majority requirement.	
	Voter approval of construction of a new HCT corridor; Voter approval of comprehensive plan amendments to accommodate the siting of a new HCT corridor.	Requirements of City Charter Section 53.	No double majority requirements.	

**6) Urban Renewal District
Boundary Changes**

Change boundaries to expand
Downtown, add 99W and/or Tigard
Triangle and/or Hunziker Industrial
Core.

City Charter requires voter
approval. (Sections 45 -50).

Must go to voters in
May or November by
charter.

**7) Use Willamette River as
Drinking Water Source**

Use Willamette River as a municipal
water source

City Charter requires voter
approval. (Section 51)

No limits on election
date; it is estimated
source not needed until
2035.