



City of Tigard
Tigard Business Meeting – Agenda

TIGARD CITY COUNCIL

MEETING DATE AND TIME: January 26, 2016 - 6:30 p.m. Study Session; 7:30 p.m. Business Meeting

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

PUBLIC NOTICE:

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

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

Assistive Listening Devices are available for persons with impaired hearing and should be scheduled for Council meetings by noon on the Monday prior to the Council meeting. Please call 503-718-2419, (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: 503-718-2410 (voice) or 503-684-2772 (TDD - Telecommunications Devices for the Deaf).

SEE ATTACHED AGENDA

VIEW LIVE VIDEO STREAMING ONLINE:

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

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

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



City of Tigard

Tigard Business Meeting – Agenda

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MEETING DATE AND TIME: January 26, 2016 - 6:30 p.m. Study Session; 7:30 p.m. Business Meeting

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

6:30 PM

- STUDY SESSION

- A. COUNCIL LIAISON REPORTS

- B. BRIEFING ON BULL MOUNTAIN PARK AGREEMENTS **6:45 p.m. estimated time**

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

7:30 PM

- 1. BUSINESS MEETING

- A. Call to Order

- B. Roll Call

- C. Pledge of Allegiance

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

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

- A. Follow-up to Previous Citizen Communication

- B. Citizen Communication – Sign Up Sheet

3. CONSENT AGENDA: Tigard City Council - These items are considered routine and may be enacted in one motion without separate discussion. Anyone may request that an item be removed by motion for discussion and separate action. Motion to: **7:40 p.m. estimated time**
 - A. APPROVE 2016 CITY COUNCIL LIAISON ASSIGNMENTS
 - B. CONSIDER AN INTERGOVERNMENTAL AGREEMENT WITH PORTLAND FOR PARTICIPATION IN THE INTELLECTUAL PROPERTY CRIMES TASK FORCE
 - C. CONSIDER AN AMENDMENT TO AN IGA WITH METRO TO INSTALL REGIONAL TRAIL SIGNAGE
 - D. CONSIDER RESOLUTION WAIVING TEMPORARY SIGN PERMIT FEES FOR SOUTHWEST METRO BABE RUTH BASEBALL
 - E. AUTHORIZE THE CITY MANAGER TO EXECUTE AN IGA WITH WASHINGTON COUNTY TO REVIEW AND UPDATE THE NATURAL HAZARD MITIGATION PLANS (NHMP)
- *Consent Agenda - Items Removed for Separate Discussion: Any items requested to be removed from the Consent Agenda for separate discussion will be considered immediately after the Council/City Center Development Agency has voted on those items which do not need discussion.*
4. QUASI-JUDICIAL PUBLIC HEARING: FRANZKE/RIRIE ANNEXATION - ZCA2015-00002 **7:45 p.m. estimated time**
5. INFORMATIONAL PUBLIC HEARING: ADDING THE CITY OF BEAVERTON TO THE CENTURYLINK FRANCHISE AGREEMENT **7:55 p.m. estimated time**
6. LEGISLATIVE PUBLIC HEARING: CONSIDER SMOKING BAN IN CITY PARKS AND TRAILS **8:05 p.m. estimated time**
7. LEGISLATIVE PUBLIC HEARING: CONSIDER SMOKING BAN ON CITY PROPERTY **8:15 p.m. estimated time**
8. CONSIDER ADOPTION OF CITY COUNCIL 2015-17 GOALS **8:35 p.m. estimated time**
9. NON AGENDA ITEMS
10. EXECUTIVE SESSION: The Tigard City Council will go into Executive Session to discuss labor negotiations, under ORS 192.660(2) (d). All discussions are confidential and those present may disclose nothing from the Session. Representatives of the news media are allowed to attend Executive Sessions, as provided by ORS 192.660(4), but must not disclose any information discussed. No Executive Session may be held for the purpose of taking any final action or making any final decision. **8:55 p.m. estimated time**
11. ADJOURNMENT **9:10 p.m. estimated time**

AIS-2493

B.

Business Meeting

Meeting Date: 01/26/2016

Length (in minutes): 10 Minutes

Agenda Title: Briefing on Bull Mountain Park Agreements

Prepared For: Steve Martin, Public Works

Submitted By: Steve
Martin,
Public
Works

Item Type: Update, Discussion, Direct Staff

Meeting Type: Council
Business
Mtg - Study
Sess.

Public Hearing: No

Publication Date:

Information

ISSUE

Council will receive a briefing on an IGA with Metro to support the Friends of Bull Mountain Park grant from Metro.

STAFF RECOMMENDATION / ACTION REQUEST

No action needed. Council is asked only to hear the briefing on the IGA.

KEY FACTS AND INFORMATION SUMMARY

The Friends of Bull Mountain Park (FBMP) have applied for, and been awarded a Nature in Neighborhoods grant from Metro to build facilities in Bull Mountain Park. The FBMP have incorporated as an entity with the State of Oregon and partnered with the Tualatin River Watershed Council, a non-profit, to receive funding that would serve as a match for that grant. The FBMP will sign an agreement with Metro that allows them to receive the funding if they follow Metro's guidelines.

This IGA between Tigard and Metro guarantees that if the new improvements are constructed to City standards that they will be accepted as City park assets and will be maintained by the City. Tigard will also agree to maintain any records of City assistance for six years.

A memo of understanding (MOU) will serve as a third agreement between the City and the FBMP that will outline the responsibilities of both during and after the design and development of the park facilities.

OTHER ALTERNATIVES

N/A

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

Because the Friends of Bull Mountain Park will be constructing park facilities that will help develop a neighborhood park, this agreement helps with Council and Park and Recreation Advisory Board goals of finding alternative ways of funding parks.

DATES OF PREVIOUS COUNCIL CONSIDERATION

Council has not considered this issue before.

Attachments

Metro IGA

INTERGOVERNMENTAL AGREEMENT

Contract No. _____

Natural Areas Bond Measure Capital Grants Component

This Intergovernmental Agreement (this “Agreement”), entered into under the provisions of ORS chapter 190 and effective on the date the Agreement is fully executed (the “Effective Date”), is by and between Metro, a metropolitan service district organized under the laws of the state of Oregon and the Metro Charter, located at 600 N.E. Grand Avenue, Portland, Oregon 97232-2736, and the City of Tigard, located at 13125 SW Hall Blvd. Tigard, OR 97233 (the “Government Sponsor”).

RECITALS

WHEREAS, the electors of Metro approved Ballot Measure 26-80 on November 7, 2006, authorizing Metro to issue \$227.4 million in bonds to preserve natural areas, clean water, and protect fish and wildlife (the “Measure”);

WHEREAS, the Measure allocated \$15 million from bond proceeds to the Nature in Neighborhoods Capital Grants Program to complement the regional and local share portions of the Measure by providing opportunities for the community to actively protect fish and wildlife habitat and water quality in areas where people live and work;

WHEREAS, Metro has determined to make a grant award to Friends of Bull Mountain Nature Park with Tualatin Watershed Council as fiscal sponsor (the “Grant Recipient”) to fund Bull Mountain Nature Park Improvements (the “Project”) in accordance with a grant agreement between Metro and the Grant Recipient, the form of which agreement is attached hereto as Exhibit A (the “Grant Agreement”);

WHEREAS, the Government Sponsor, a local government jurisdiction, is the owner of certain property where the Project is to occur and be located, which property is more specifically identified in the Grant Agreement (the “Property”); and

INTERGOVERNMENTAL AGREEMENT

WHEREAS, the Government Sponsor has approved of the Project and an agreement between Metro and the Government Sponsor is now needed to satisfy the terms and conditions of the Nature in Neighborhoods Capital Grants Program as provided for in the Measure.

NOW THEREFORE, the parties agree as follows:

1. Government Sponsor's Consent and Agreement

The Government Sponsor hereby approves the Project described in the Grant Agreement and authorizes such project to take place on the Property. As a condition precedent to Metro's agreement to fund the Project, the Government Sponsor hereby agrees to comply with the terms and conditions of this Agreement, the applicable provisions of the Measure, and the attached Grant Agreement.

2. Declaration of Capital Project

In accordance with the Measure, Metro may only provide funds to the Grant Recipient for the Project so long as such funds are exclusively used for capital expenses. The Government Sponsor hereby confirms that the Project will result in the creation of a capital asset as specifically described in the Grant Agreement to be owned by the Government Sponsor. The monetary value of the Project that is recorded as a capital asset shall be no less than the amount of the grant award that is provided to Grant Recipient. The Government Sponsor covenants that it will (a) own and hold all such capital improvements and real property interests acquired pursuant to this Agreement, and (b) record the asset created by the Project as a fixed, capital asset in the Government Sponsor's audited financial statement, consistent with Generally Accepted Accounting Principles ("GAAP") and with the Government Sponsor's financial bookkeeping of other similar assets.

3. Funding

Metro has no financial obligation to the Government Sponsor under this Agreement. Metro's funding is being provided to the Grant Recipient pursuant to the Grant Agreement between Metro and the Grant Recipient.

INTERGOVERNMENTAL AGREEMENT

4. Purpose; Limitations

A. The purpose of this Agreement is to implement the Measure and facilitate the funding of a Nature in Neighborhoods Capital Grants Program project on the Property.

B. At no time will Metro have any supervisory responsibility regarding any aspect of the Project or the Property. Any indirect or direct involvement by Metro in the Project shall not be construed or interpreted by the Government Sponsor as Metro's assumption of a supervisory role.

5. Term

It is the intent of the parties for the Project to have been completed, and for all Metro funding to have been provided to Grant Recipient prior to January 31, 2019. Notwithstanding the forgoing, all provisions set forth in this Agreement, and the obligations of the Government Sponsor hereunder, shall continue in effect after the completion of the Project until June 30, 2027.

6. Limitations on Use of Property

A. Real Property and Associated Buildings and Improvements

Throughout the term of this Agreement, the portion of the Property upon which the Project will be located (the "Project Area") shall be maintained and operated in a manner consistent with one or more of the following intended and stated purposes of the Measure (the "Nature in Neighborhood Approved Purposes"):

- To safeguard water quality in local rivers and streams;
- To protect and enhance fish and wildlife habitats;
- To promote partnerships that protect and enhance nature in neighborhoods; and
- To increase the presence of ecological systems and plant and animal communities in nature deficient and other disadvantaged neighborhoods;

Notwithstanding the forgoing, secondary uses that arise as a result of the Project Area being used primarily in accordance with the Nature in Neighborhood Approved Purposes will be permitted, but only to the extent such secondary uses affect a *de minimis* portion of the

INTERGOVERNMENTAL AGREEMENT

Project Area or are necessary in order to facilitate the primary Nature in Neighborhood Approved Purposes. For example, if, as part of a land use review proceeding initiated to obtain the necessary approvals to operate the Project Area consistent with the Nature in Neighborhood Approved Purposes, a portion of the Project Area was required to be dedicated as a road, such road dedication would be a permitted secondary use of the Project Area.

B. Construction of Buildings or Other Capital Improvements

All buildings and other capital improvements constructed on the Property using funds provided by Metro pursuant to the Grant Agreement shall be maintained in accordance with the Nature in Neighborhood Approved Purposes. The Government Sponsor may not sell, use, or authorize others to use such buildings or improvements in a manner inconsistent with the intended and stated purposes of the Measure.

7. Oregon Constitution and Tax Exempt Bond Covenants

The Government Sponsor acknowledges that Metro's source of funds for the Nature in Neighborhoods Capital Grants Program is from the sale of voter-approved general obligation bonds that are to be repaid using ad valorem property taxes exempt from the limitations of Article XI, sections 11, 11b, 11c, 11d, and 11e of the Oregon Constitution, and that the interest paid by Metro to bond holders is currently exempt from federal and Oregon income taxes. The Government Sponsor covenants that it will take no actions that would cause Metro not to be able to maintain the current status of the real property taxes imposed to repay these bonds as exempt from Oregon's constitutional property tax limitations or the income tax exempt status of the bond interest under IRS rules. In the event the Government Sponsor breaches this covenant, the Government Sponsor shall undertake whatever remedies are necessary to cure the default and to compensate Metro for any loss it may suffer as a result thereof, including, without limitation, reimbursing Metro for any Projects funded under this Agreement that resulted in the Government Sponsor's breach of its covenant described in this Section.

8. Funding Recognition

The Government Sponsor shall recognize in any publications, media presentations, or other presentations referencing the Project produced by or at the direction of the Government

INTERGOVERNMENTAL AGREEMENT

Sponsor, including, without limitation, any on-site signage, that funding for the Project came from the Metro Natural Areas Bond Measure's Nature in Neighborhoods Capital Grants Program. Such recognition shall comply with the recognition guidelines detailed in the Measure. The Government Sponsor shall also permit the Grant Recipient to place at or near the Project's location signage that communicates that funding for the Project came from the Metro Natural Areas Bond Measure's Nature in Neighborhoods Capital Grants Program.

9. Termination for Cause

A. Subject to the notice provisions set forth in Section 9B below, Metro may terminate this Agreement, in full or in part, at any time during the term of the Agreement if Metro reasonably determines that the Government Sponsor has failed to comply with any provision of this Agreement and is therefore in default.

B. Prior to terminating this Agreement in accordance with Section 9A above, Metro shall provide the Government Sponsor with written notice that describes the reason(s) that Metro has concluded that the Government Sponsor is in default and includes a description of the steps that the Government Sponsor shall take to cure the default. The Government Sponsor shall have 30 days from the date such notice is received of default to cure the default. In the event the Government Sponsor does not cure the default within the 30-day period, Metro may terminate all or any part of this Agreement. Following such termination, Metro shall notify the Government Sponsor in writing of effective date of the termination.

C. The Government Sponsor shall be liable to Metro for all reasonable costs and damages incurred by Metro as a result of and in documentation of the default. Following such termination, should Metro later determine or a court find that the Government Sponsor was not in default or that the default was excusable (e.g. due to a labor strike, fire, flood, or other event that was not the fault of, or was beyond the control of the Government Sponsor) this Agreement shall be reinstated or the parties may agree to treat the termination as a joint termination for convenience whereby the rights of the Government Sponsor shall be as set forth below in Section 10.

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10. Joint Termination for Convenience

Metro and the Government Sponsor may jointly terminate all or part of this Agreement based upon a determination that such action is in the public interest. Termination under this provision shall be effective only upon the mutual, written, signed agreement of both Metro and the Government Sponsor.

11. Mutual Indemnification

The Government Sponsor shall indemnify, defend, and hold Metro and Metro's agents, employees, and elected officials harmless from any and all claims, demands, damages, actions, losses, and expenses, including attorney's fees, arising out of or in any way connected with the performance of this Agreement by the Government Sponsor or the Government Sponsor's officers, agents, or employees, subject to the limitations and conditions of the Oregon Tort Claims Act, ORS chapter 30. Metro shall indemnify, defend, and hold the Government Sponsor and the Government Sponsor's agents, employees, and elected officials harmless from any and all claims, demands, damages, actions, losses, and expenses, including attorney's fees, arising out of or in any way connected with the performance of this Agreement by Metro or Metro's officers, agents, or employees, subject to the limitations and conditions of the Oregon Tort Claims Act, ORS chapter 30.

12. Project Records, Audits, and Inspections

A. For the term of this Agreement, the Government Sponsor shall maintain comprehensive records and documentation relating to the Project and the Government Sponsor's performance of this Agreement (hereinafter "Project Records"). Project Records shall include all records, reports, data, documents, systems, and concepts, whether in the form of writings, figures, graphs, or models, that are prepared or developed in connection with any Project.

B. In accordance with Section 2 above, the Government Sponsor shall maintain all fiscal Project Records in accordance with GAAP. In addition, the Government Sponsor shall maintain any other records necessary to clearly document:

INTERGOVERNMENTAL AGREEMENT

(i) The Government Sponsor's performance of its obligations under this Agreement, its compliance with fair contracting and employment programs, and its compliance with Oregon law on the payment of wages and accelerated payment provisions;

(ii) Any claims arising from or relating to (a) the performance of the Government Sponsor under this Agreement, (b) Government Sponsor's relationship with the Grant Recipient, or (c) any other contract entered into by the Government Sponsor that relates to this Agreement or the Project;

(iii) Any cost and pricing data relating to this Agreement; and

(iv) Payments made to all suppliers and subcontractors engaged in any work for the Government Sponsor related to this Agreement or the Project.

C. The Government Sponsor shall maintain Project Records for the longer period of either (a) six years from the date the Project is completed, or (b) until the conclusion of any audit, controversy, or litigation that arises out of or is related to this Agreement or the Project and that commences within six years from the date the Project is completed.

D. The Government Sponsor shall make Project Records available to Metro and its authorized representatives, including, without limitation, the staff of any Metro department and the Metro Auditor, within the boundaries of the Metro region, at reasonable times and places, regardless of whether litigation has been filed on any claims. If the Project Records are not made available within the boundaries of Metro, the Government Sponsor agrees to bear all of the costs incurred by Metro to send its employees, agents, or consultants outside the region to examine, audit, inspect, or copy such records, including, without limitation, the expense of travel, per diem sums, and salary. Such costs paid by the Government Sponsor to Metro pursuant to this Section shall not be recoverable costs in any legal proceeding.

E. The Government Sponsor authorizes and permits Metro and its authorized representatives, including, without limitation, the staff of any Metro department and the Metro Auditor, to inspect, examine, copy, and audit the books and Project Records of the Government Sponsor, including tax returns, financial statements, other financial documents relating to this

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Agreement or the Project. Metro shall keep any such documents confidential to the extent permitted by Oregon law, subject to the provision of Section 12(F) below.

F. The Government Sponsor agrees to disclose Project Records requested by Metro and agrees to the admission of such records as evidence in any proceeding between Metro and the Government Sponsor, including, but not limited to, a court proceeding, arbitration, mediation or other alternative dispute resolution process.

G. In the event the Project Records establish that the Government Sponsor owes Metro any sum of money or that any portion of any claim made by the Government Sponsor against Metro is not warranted, the Government Sponsor shall pay all costs incurred by Metro in conducting the audit and inspection.

13. Public Records

All Project Records shall be public records subject to the Oregon Public Records Law, ORS 192.410 to 192.505. Nothing in this Section shall be construed as limiting the Government Sponsor's ability to consider real property transactions in executive session pursuant to ORS 192.660(1)(e) or as requiring disclosure of records that are otherwise exempt from disclosure pursuant to the Public Records Law (ORS 192.410 to 192.505) or Public Meetings Law (ORS 192.610 to 192.690).

14. Law of Oregon; Public Contracting Provisions

The laws of the state of Oregon shall govern this Agreement and the parties agree to submit to the jurisdiction of the courts of the state of Oregon. All applicable provisions of ORS chapters 187, 279A, 279B, and 279C, and all other terms and conditions necessary to be inserted into public contracts in the state of Oregon, are hereby incorporated as if such provisions were a part of this Agreement. Specifically, it is a condition of this Agreement that the Government Sponsor and all employers working under this Agreement are subject to and will comply with ORS 656.017 and that, for public works subject to ORS 279C.800 to 279C.870 pertaining to the payment of prevailing wages as regulated by the Oregon Bureau of Labor and Industries, the Government Sponsor and every contractor and subcontractor shall comply with all such provisions, including ORS 279C.836 by filing a public works bond with

INTERGOVERNMENTAL AGREEMENT

the Construction Contractors Board before starting work on the project, unless exempt under that statute.

15. Notices and Parties' Representatives

Any notices permitted or required by this Agreement shall be addressed to the other party's representative(s) as set forth below and shall be deemed received (a) on the date they are personally delivered, (b) on the date they are sent via facsimile, or (c) on the third day after they are deposited in the United States mail, postage fully prepaid, by certified mail return receipt requested. Either party may change its representative(s) and the contact information for its representative(s) by providing notice in compliance with this Section of this Agreement.

Government Sponsor's Designated Representatives:

Steve Martin
13125 SW Hall Blvd.
Tigard, OR 97233
Email: steve@tigard-or.gov

Metro's Designated Representatives:

Natural Areas Bond Program Manager
Metro Regional Center
600 N.E. Grand Ave.
Portland, OR 97223
Fax (503)-797-1849

with copy to:

Metro Attorney
600 N.E. Grand Ave.
Portland, OR 97223
Fax (503) 797-1792

INTERGOVERNMENTAL AGREEMENT

16. Assignment

The Government Sponsor may not assign any of its responsibilities under this Agreement without prior written consent from Metro, which consent shall not be unreasonably withheld.

17. Severability

If any term or provision in this Agreement shall be adjudged invalid or unenforceable, such adjudication shall not affect the validity or enforceability of the remainder of the Agreement, which remaining terms and provisions shall be valid and be enforced to the fullest extent permitted by law.

18. Entire Agreement; Modifications

This Agreement constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The Parties, by the signatures below of their authorized representatives, hereby acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and conditions.

INTERGOVERNMENTAL AGREEMENT

IN WITNESS WHEREOF, the parties hereto have set their hands on the day and year indicated below.

City of Tigard

METRO

Signature

Martha Bennett
Metro Chief Operating Officer

Print Name: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM BY:

Signature

Hope Whitney
Senior Assistant Metro Attorney

Print Name: _____

Title: _____

Date: _____

Date: _____

Draft Only

AIS-2533

3. A.

Business Meeting

Meeting Date: 01/26/2016

Length (in minutes): Consent Item

Agenda Title: Approve 2016 City Council Liaison Assignments

Prepared For: Marty Wine, City Management **Submitted By:** Carol Krager,
Central Services

Item Type: Motion Requested **Meeting Type:** Consent Agenda

Public Hearing: No **Publication Date:**

Information

ISSUE

Confirm agreements reached at January 5, 2016, goal setting meeting regarding updated council liaison appointment matrix.

STAFF RECOMMENDATION / ACTION REQUEST

Staff recommends approval of the attached updated council liaison appointment matrix prepared as a result of the council's discussion at the January 5, 2016, meeting.

KEY FACTS AND INFORMATION SUMMARY

Council reviewed the council liaison appointment matrix and reached consensus about representation to the numerous City of Tigard and regional boards, committees and commissions.

The updated matrix is attached.

OTHER ALTERNATIVES

Further amend the matrix if changes are agreed upon by the City Council.

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

N/A

DATES OF PREVIOUS COUNCIL CONSIDERATION

January 5, 2016

Attachments

Liaison Matrix

2016 City Council Appointment Matrix

Updated 1-11-16

Committee Name	Primary Representative	Alternate Rep	Meeting Frequency	Time Expectation	Staff Liaison
<i>Audit Committee</i>	Councilor Snider	None	2 - 3 times per year	6-8 hours per yr	Cara Fitzpatrick
The Audit Committee is responsible for selecting the auditing firm and meets twice (minimum) with CPA firm reps appointed to perform the city's annual financial audit. Members participate in the appointment, compensation, retention and oversight of any independent accountants engaged for the purpose of preparing and issuing an independent audit report or performing other independent audit, review or attest services.					
<i>Budget Committee</i>	All Council	None	3-4 consecutive Monday evenings in April & May		Toby LaFrance
The Budget Committee provides a public forum to obtain public views in the preparation of fiscal policy.					
<i>Budget Subcommittee- Social Services</i>	Councilor Woodard	None	2 meetings in March	10 hours a year	Toby LaFrance
Reviews applications submitted by social service agencies for contributions from the city. Consists of 1 Council member and 2 citizen-members of the Budget Committee.					
<i>Budget Subcommittee - Events</i>	All Council	None	Council Study Session in March	5 hours/yr <i>(reading proposals & deliberation)</i>	Toby LaFrance
Reviews requests for contributions to community events.					
<i>City Center Development Agency</i>	All Council	None	First Tuesday of month	Approximately 2 hours per month	Sean Farrelly
Council members serve as the urban renewal agency's board.					
<i>Clackamas River Water Providers</i>	<i>No role for electeds at this time - in transition</i>	None	1 st Wednesday of the month, 9-11 a.m. @ North Clackamas Water Commission Building, 14275 S Clackamas River Drive, Oregon City		John Goodrich
Comprised of six municipal water providers on the Clackamas River serving more than 300,000 people in Clackamas County. Participation is voluntary and funded through membership dues. The CRWP projects and staff are jointly funded but each individual organization retains autonomy. Conservation programs and services are provided to CRWP members. Members include Estacada, Lake Oswego, Gladstone, Tigard, and the North Clackamas Counter Water Commission, Oak Lodge Water District, Sunrise Water Authority, South Fork Water Board and Clackamas River Water. (Staff Technical Committee)					

Committee Name	Primary Representative	Alternate Rep	Meeting Frequency	Time Expectation	Staff Liaison
<i>Community Development Block Grant Policy Advisory Board</i>	Councilor Henderson	Marissa Grass	2 nd Thursday of the month at 7 p.m. Location rotates	Approximately 2 hours month	Marissa Grass
By IGA, Washington Co. established the Community Development Policy Advisory Board (PAB) to represent the County Consortium, make recommendations to the County Commissioners on all matters pertaining to the CDBG program. Includes a representative, generally an elected official, from the County and each of the 11 participating cities in the county					
<i>Intergovernmental Water Board</i>	Councilor Woodard	Councilor Goodhouse	2nd Wednesday/month, 5:30 p.m., Water Building	Monthly	Brian Rager/John Goodrich
To make recommendations to the Tigard City Council on water issues and to carry out other responsibilities set forth in the IGA between Tigard, Durham, King City and the Tigard Water District. Each jurisdiction is represented by a member + 1 at-large.					
<i>Metro Joint Policy Advisory Commission on Transportation</i>	Beaverton Mayor Doyle	Cornelius Mayor Jef Dalin	3 rd Thursday/month 7:30- 9 a.m. @ Metro	2-3 hours	Mayor Cook & Kenny Asher monitor
Tigard Mayor Cook to attend/monitor meetings on regular basis. 17-member committee provides a forum for elected officials and representatives of agencies involved in transportation to evaluate transportation needs in the region and to make recommendations to Metro council.					
<i>Mayor's Appointment Advisory Committee</i>	The Councilor serving as liaison to the committee that is recruiting will be the one that interviews applicants with the Mayor.				Staff Liaison to the committee interviewing
The Mayor and one councilor. The councilor serving as the current City Council liaison will interview applicants for filling available seats on city boards, committees and commissions. For example, when interviewing applicants for the Planning Commission, the Mayor and the primary Council liaison will interview candidates with a meeting time and date to conduct the interviews coordinated by the staff liaison.					
<i>Metropolitan Area Communications Commission</i>	Councilor Woodard	Louis Sears	6 times a year, usually Wednesday, 1-5 p.m. at MACC headquarters in Beaverton		Louis Sears
MACC is the governing body that oversees the contracts for cable services and TVCTV. The Executive Committee meets separately to make recommendations to the Commission on administrative issues including budget and the review of the Executive Director.					
<i>Regional Water Providers Consortium</i>	Councilor Henderson	None	Quarterly meeting held at Metro	8 hours/year	John Goodrich
Consortium is comprised of all water suppliers in the metro area. The Councilor appointee to this group represents the city on regional policy issues.					

Committee Name	Primary Representatives	Alternate Rep	Meeting Frequency	Time Expectation	Staff Liaison
<i>SW Corridor Plan Steering Committee</i>	Mayor Cook	Councilor Goodhouse	Monthly	2-3 hours/mo.	Buff Brown
Consists of project partner elected and appointed officials who make final recommendations to the Metro Council and other jurisdictions for the SW Corridor Plan					
<i>Tigard- Lake Oswego Joint Water Partnership Oversight Committee</i>	We have two primary seats: Councilor Snider, Mayor Cook		bimonthly –location rotates between Tigard & Lake O	2-4 hours/mo.	Dennis Koellermeier
Membership is comprised of staff and elected officials to govern water partnership between the cities.					
<i>Washington County Coordinating Committee</i>	Mayor Cook	Councilor Goodhouse	2 nd Monday @ noon Beaverton City Hall	2 hours per month	Buff Brown
WCCC reviews and comments on major land use and transportation issues and provides a forum for discussion which results in recommendations for a coordinated approach between jurisdictions. The Committee has specific authority on the Major Streets Transportation Improvement Program (MSTIP) and the Countywide Traffic Impact Fee (TIF) program. Representatives to JPAC and MPAC from County and cities in the Co. will be on the policy body.					
<i>Westside Economic Alliance</i>	Mayor Cook	Councilor Goodhouse	4 th Wednesday @ 7:30-9 a.m. St. V's hospital	<i>Plus Monthly breakfast forum</i>	Kenny Asher
Create an environment conducive to business growth, working to influence decisions on policies and regulations impacting the economic vitality of the area.					
<i>Willamette River Water Coalition</i>	Councilor Henderson	Councilor Goodhouse	Quarterly	6 - 8 hours/year	John Goodrich
The Willamette River Water Coalition (WRWC) was created in 1997 under ORS Chapter 190 and is comprised of four local governments that have united together in order to preserve water rights/access to the Willamette River as a potential municipal and industrial water source for their communities. Member cities: Tigard, Tualatin, Sherwood, and the Tualatin Valley Water District.					

Tigard Board & Committee Liaison Assignments:

<i>Committee Name</i>	<i>Primary Representative</i>	<i>Alternate Rep</i>	<i>Meeting Frequency</i>	<i>Time Expectation</i>	<i>Staff Liaison</i>
<i>City Center Advisory Commission</i>	Councilor Henderson	Councilor Goodhouse	2 nd Wednesday @ 6:30 p.m.	3-5 hrs/mo	Sean Farrelly
This committee's role is defined in the City Charter and is to assist the Urban Renewal Commission in developing and carrying out an Urban Renewal Plan.					
<i>Urban Renewal Funding Selection Subcommittee</i>	Councilor Goodhouse Councilor Henderson	Councilor Snider	As needed		Sean Farrelly
To encourage businesses to make improvements to storefronts or commercial facades in downtown by providing design assistance and/or matching funds and to make recommendations for various public art options that may be purchased with the urban renewal funds for the Main St./Green St. project. *Two council representatives required.					
<i>Library Board</i>	Councilor Snider	None	2 nd Wednesday - 7 p.m.	2 hrs/mo	Margaret Barnes
This board advises Council on library policies, budget, facilities & other community needs to provide quality library service, per TMC 2.36.030.					
<i>Neighborhood Involvement Committee</i>	Councilor Goodhouse	Councilor Snider	3 rd Wednesday/quarterly @ 7p.m. at PW building	6 hours/year	Rudy Owens
Charged with oversight for the Neighborhood Network program, encourages two-way communication between city and residents and encourages residents to be more involved.					
<i>Park & Recreation Advisory Bd.</i>	Councilor Snider	Councilor Woodard	2 nd Monday@ 7 p.m. in the Water Bldg	2-3 hrs/mo	Steve Martin
To advise the Council on park and recreation policies, facilities, programs and budgets.					
<i>Planning Commission</i>	Councilor Goodhouse	Councilor Snider	1 st & 3 rd Monday @ 7p.m.	2-3 hrs/mo	Tom McGuire
Assists the City Council to develop, maintain, update and implement the Comprehensive Plan, to formulate the Capital Improvements Program, and to review and take action on development projects and development code provisions delegated to the Commission.					
<i>Tigard Transportation Advisory Committee</i>	Councilor Woodard	Councilor Goodhouse	1 st Wednesday, 6:30 p.m., library 2 nd floor Conf Rm	1.5 hr. meetings	Buff Brown and Mike McCarthy
Advisory to council & staff regarding planning and development of a comprehensive transportation network, including development of plans and corresponding financing programs; development of funding mechanisms and sources to implement transportation projects and ensure adequate maintenance of the existing transportation infrastructure; public involvement and education in transportation matters and ways to improve traffic safety and accessibility in all transportation modes.					

<i>Committee Name</i>	Primary Representative	Alternate Rep	Meeting Frequency	Time Expectation	Staff Liaison
<i>Youth Advisory Council</i>	Councilor Henderson	Mayor Cook	1 st & 3 rd Thursday @ 5 p.m. at Permit Center #1	3 hours/mo	Kent Wyatt

Tigard students in grades 6-12 advise City Council on the best ways to build developmental assets for each youth in Tigard. The Youth Advisory Council also facilitates the development and implementation of programs and activities that are important to youth.

I:\adm\city council\goals\2016 proposed council liaison appt matrix\updated 1-11-16.docx

AIS-2394

3. B.

Business Meeting

Meeting Date: 01/26/2016

Length (in minutes): Consent Item

Agenda Title: Consider an Intergovernmental Agreement with Portland for Participation in the Intellectual Property Crimes Task Force

Prepared For: Alan Orr

Submitted By: Lisa Shaw,
Police

Item Type:

Meeting Type: Consent
Agenda

Public Hearing

Newspaper Legal Ad Required?:

Public Hearing Publication

Date in Newspaper:

Information

ISSUE

The attached agreements formally establish collaboration between the City of Portland, Oregon Police Bureau (PPB), the Canby Police Department, Tigard Police Department (TPD), and the Woodburn Police Department for the purposes of the U.S. Department of Justice, Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA) FY 2014 Intellectual Property Crime Enforcement Program Grant in order to form the Intellectual Property Crimes Enforcement Task Force (IPCE task force). Tigard will be represented by the detectives and sergeant from the Commercial Crimes Unit (CCU) and TPD's Crime Analyst.

In October 2011, the Portland Police Bureau was awarded an Intellectual Property Crime Enforcement Program (IPEP) grant from the BJA. With those grant funds, PPB's Detective Division White Collar Crimes Detail (WCCD) created the Intellectual Property Crimes Enforcement Team (IPCET). In the first months of the grant, it became apparent to the IPCET that the size and scope of Intellectual Property Crime (IPC) was larger than first anticipated. As IPCET continued to search the Internet the group found the scope of activity extended well beyond Portland and Multnomah County. As a result, several IPC enforcement actions (e.g., search warrants and seizures) required assistance from outside agencies including the Canby Police Department in Clackamas County, Woodburn Police Department in Marion County, and Tigard Police Department in Washington County. The experience of working with these agencies verified the need for an expanded multi-agency task force.

With over 600 different categories of infringing goods seized by law enforcement in the United States, the enforcement of IPC can be complicated. Consistent and up-to-date training is critical to the success of the Task Force. Grant funding will allow the Task Force supervisory sergeant and eight detectives from the four police agencies to attend the Spring 2016 International Anti-Counterfeiting Coalition Conference in Orlando, Florida and cover travel expenses related to attending a free IPC training program. The training will give investigators a basic knowledge of IPC and the tools and education necessary to effectively investigate IPC cases and prosecute IPC suspects.

Budget and staff reductions experienced by all four agencies have extremely limited discretionary overtime, which would allow proactive IPC enforcement. The awarding of grant-provided overtime funds will allow all four agencies to form a multi-agency Task Force to investigate IPC without causing excessive interruption to the essential operating functions of the investigators' respective departments.

Tigard will contribute the following resources:

- * Up to 10 hours per month from the CCU sergeant
- * Up to 50 hours per month from the CCU detectives
- * Up to 6 hours per month from the TPD Crime Analyst

STAFF RECOMMENDATION / ACTION REQUEST

Staff recommends granting the Chief of Police the authority to sign the Memorandum of Understanding and granting the City Manager authority to sign the Intergovernmental Agreement as attached.

KEY FACTS AND INFORMATION SUMMARY

The goals of IPCE task force are to continually collaborate to more effectively investigate Intellectual Property Crime (IPC), prosecute violators, and seize assets as well as to change the public's perception of IPC resulting in decreased demand for infringing products, lasting well beyond the grant period.

The objectives are to follow up on leads and referrals from partner agencies and brand protection representatives; conduct Internet research for infringing product sale sites; conduct regular inspections of brick and mortar and flea market locations for IPC violations; and ongoing public outreach and education opportunities to raise awareness regarding IPC.

TPD will participate in the IPCE task force process and meetings with IPCE task force team members through Portland Police Bureau's Detective Division. The TPD sergeant will supervise the police officers, detectives, and administrative personnel assigned to the IPCE Task Force when the PPB supervisor is not available. The TPD sergeant will act as a liaison to other TPD units including patrol and detectives and with other law enforcement agencies as needed. The TPD detectives and sergeant will attend task force meetings.

The agreement shall be in effect as of February 1, 2016 and will extend through September 30, 2018 or until the grant funds are exhausted.

OTHER ALTERNATIVES

If Tigard PD does not participate in the Intellectual Property Crimes Task Force, the City will miss an opportunity to work collaboratively on this common problem and will forego the ability to leverage the full range of resources available to the task force.

COUNCIL OR CCDA GOALS, POLICIES, MASTER PLANS

Participation in the IPCE Task Force supports Tigard PD's mission to "create the highest level of livability possible by working with our citizens to preserve and protect life, liberty and property."

Additionally, our participation will support Tigard's Strategic Plan Goal 2 objective to "market, brand and promote Tigard as the place where businesses are healthy and thrive" by developing a reputation to support and protect businesses intellectual property rights.

DATES OF PREVIOUS CONSIDERATION

Participation in the task force was discussed with Council during November 10, 2015 Study Session.

Council also received a memo regarding cost associated with the Commercial Crimes Unit, Business License Revenue, and this program in their weekly packet in early December.
(Attached)

Fiscal Impact

Cost: \$100,851

Budgeted (yes or no): 0

Where Budgeted (department/program): Police

Additional Fiscal Notes:

The Portland Police Bureau will reimburse Tigard for all overtime worked on the task force, including wage-based benefits, up to a cap of \$100,851. The reimbursement is intended to cover up to 10 hours per month of the CCU sergeant's overtime, up to 50 hours per month of the CCU detectives' time and up to 6 hours per month of the Tigard PD Crime Analyst's time.

Additionally, PPB will pay for training and travel costs for partner detectives to attend two trainings over the next six months.

Tigard PD will adjust its budgeted appropriation in future quarterly supplementals as needed.

Attachments

Commercial Crimes Analysis Memo

Intergovernmental Agreement

Memorandum of Understanding



City of Tigard Memorandum

To: City Council

From: Finance – Toby LaFrance, Cara Fitzpatrick and Police – Lisa Shaw

Re: Commercial Crimes Unit – Operational Costs

Date: December 2, 2015

From discussions at council study session on November 10th, council requested additional information on the Commercial Crimes Unit (CCU) and its potential participation in the Intellectual Property Crime Task Force (IPCE).

Business licenses fees revenues are the primary funding source for the Commercial Crimes Unit, however the total program cost is not entirely supported by this revenue stream as noted in the attached analysis. The fiscal year 2015 CCU operational analysis notes total business license revenues were \$676,087. Per Tigard Municipal Code 5.04.170, business license fee revenues generated above \$206,000 per year, shall be dedicated to the annual operating budget for a Commercial Crime Unit (Ord. 07-15).

The net business license revenues collected in fiscal year 2015 for CCU was \$476,087. In addition to the net business license fees, CCU received reimbursement from participation on an IRS task force. The City of Tigard had a long-standing relationship with the metro area IRS Task Force, which is similar to the proposed IPCE task force. The total overtime incurred for the IRS task force was \$6,500. Tigard's participation in the IRS task force ended in June 2015.

Expenses for CCU includes salaries, wages, related benefits and other direct expenses to operate the program such as fuel and vehicle maintenance. Indirect charges of \$63,623 represents the CCU portion of total administrative overhead allocated to PD. Indirect costs are for Finance, Human Resources, City Management, Risk Management, Records and IT. CCU operations for fiscal year 2015 notes total expenses exceeded total revenues by \$35,087.

In fiscal year 2016, business license fees were increased to pay for the additional 1.0 FTE detective in CCU. The fiscal year 2016 budget assumes expenses and revenues increasing by an equal amount. Fiscal year 2016 activity is not presented as there is not complete financial information and PD has not yet filled the 1.0 detective position, therefore the numbers will not provide comparative data to fiscal year 2015.

Tigard PD has been invited to participate in the Portland Police Bureau's (PPB) Intellectual Property Crime Task Force (IPCE), which is funded with a Federal DOJ grant. The IGA with PPB will fund overtime costs for the IPCE. Tigard's share is estimated to be \$100,000 - \$150,000 over the next two years. Overtime costs related to IPCE work would be fully funded by the PPB via their DOJ grant. Tigard's participation in the IPCE task force will have an insignificant impact on the CCU operational budget.

**City of Tigard
Commercial Crimes Unit (CCU)
Operations Analysis**

Description	Actuals Fiscal Year 2015
REVENUES:	
Business license fees	\$ 676,087
Per TMC - 5.04.170 (established with CCU in 2007)	(206,000)
Total business licenses revenues allocated to CCU	<u>470,087</u>
IRS Task Force reimbursement	6,500
Total revenues allocated to CCU	<u><u>476,587</u></u>
EXPENDITURES:	
Salaries, wages and benefits	\$ 430,530
Materials and services	5,845
Fuel estimate	5,675
Vehicle maintenance	6,000
Total direct expenses	<u>448,050</u>
Indirect charges	63,623
Total expenses	<u><u>511,673</u></u>
Net (expenses) revenues	<u><u>(35,087)</u></u>

City of Tigard/City of Portland
INTERGOVERNMENTAL AGREEMENT
For the Use of U.S. Department of Justice, Office of Justice Programs,
Bureau of Justice Assistance; CFDA 16.752; Award #2015-BE-BX-0005
FY 2014 Intellectual Property Crime Enforcement Program Grants Funds
COP Contract Number: #30004953 COT Contract Number:

- c. Provide data that measures the results of their work.
- d. Provide semi-annual programmatic reports to PPB.
- e. Submit quarterly invoices for approved program expenses to PPB.
- f. Provide documentation upon request from PPB demonstrating compliance with all of the applicable Federal civil rights laws, including having an EEO in place, reporting Findings of Discrimination, and providing language services to LEP persons.

4. RESPONSIBILITIES OF PPB

PPB agrees to:

- a. Provide consistent communication with Tigard.
- b. Submit quarterly financial status (SF-425) reports through the Bureau of Justice Assistance (BJA) portal Grant Monitoring System (GMS).
- c. Collect, compile, and submit semi-annual programmatic reports through GMS.
- d. Administer and distribute the IPEP funds.
- e. Monitor the subaward in accordance with 2 CFR 200.
- f. Provide ongoing oversight and assistance and assure compliance of Federal Civil Rights Laws.

5. COMPENSATION

5.1 Not-to-Exceed. Tigard's total reimbursable program costs may not exceed \$100,851.

5.2 The City, through the USDOJ OJP BJA FY 2014 IPEP grant, will reimburse Tigard 100% of the total program costs (not to exceed \$100,851) when submitted with proper expense reimbursement documentation as required by the Office of Justice Programs Financial Guide and City of Portland policy.

5.3 Invoicing. Tigard will submit electronic invoices quarterly for program costs to PPB Fiscal Division: veronica.nordeen@portlandoregon.gov and rachel.stansbury@portlandoregon.gov

6. PAYMENT TERMS

Electronic funds transfer. The City shall send payment to Tigard within thirty (30) days after receipt of each billing via electronic funds transfer if allowable by Tigard.

7. EARLY TERMINATION

This Agreement may be terminated prior to the end of the grant upon sixty (60) days mutual written consent of the parties or upon ninety (90) days written notice by one party. Termination under any provision of this paragraph shall not affect any rights, obligation, or liability of Tigard or the City, which accrued prior such termination.

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8. INDEMNIFICATION CONTRIBUTION

8.1 IF ANY THIRD PARTY MAKES ANY CLAIM OR BRINGS ANY ACTION, SUIT OR PROCEEDING ALLEGING A TORT AS NOW OR HEREAFTER DEFINED IN ORS 30.260 ("THIRD PARTY CLAIM") AGAINST A PARTY (THE "NOTIFIED PARTY") WITH RESPECT TO WHICH THE OTHER PARTY ("OTHER PARTY") MAY HAVE LIABILITY, THE NOTIFIED PARTY MUST PROMPTLY NOTIFY THE OTHER PARTY IN WRITING OF THE THIRD PARTY CLAIM AND DELIVER TO THE OTHER PARTY A COPY OF THE CLAIM, PROCESS, AND ALL LEGAL PLEADINGS WITH RESPECT TO THE THIRD PARTY CLAIM. EITHER PARTY IS ENTITLED TO PARTICIPATE IN THE DEFENSE OF A THIRD PARTY CLAIM, AND TO DEFEND A THIRD PARTY CLAIM WITH COUNSEL OF ITS OWN CHOOSING. RECEIPT BY THE OTHER PARTY OF THE NOTICE AND COPIES REQUIRED IN THIS PARAGRAPH AND MEANINGFUL OPPORTUNITY FOR THE OTHER PARTY TO PARTICIPATE IN THE INVESTIGATION, DEFENSE AND SETTLEMENT OF THE THIRD PARTY CLAIM WITH COUNSEL OF ITS OWN CHOOSING ARE CONDITIONS PRECEDENT TO THE OTHER PARTY'S LIABILITY WITH RESPECT TO THE THIRD PARTY CLAIM.

8.2 WITH RESPECT TO A THIRD PARTY CLAIM FOR WHICH TIGARD IS JOINTLY LIABLE WITH THE CITY (OR WOULD BE IF JOINED IN THE THIRD PARTY CLAIM), TIGARD SHALL CONTRIBUTE TO THE AMOUNT OF EXPENSES (INCLUDING ATTORNEYS' FEES), JUDGMENTS, FINES AND AMOUNTS PAID IN SETTLEMENT ACTUALLY AND REASONABLY INCURRED AND PAID OR PAYABLE BY THE CITY IN SUCH PROPORTION AS IS APPROPRIATE TO REFLECT THE RELATIVE FAULT OF TIGARD ON THE ONE HAND AND OF THE CITY ON THE OTHER HAND IN CONNECTION WITH THE EVENTS WHICH RESULTED IN SUCH EXPENSES, JUDGMENTS, FINES OR SETTLEMENT AMOUNTS, AS WELL AS ANY OTHER RELEVANT EQUITABLE CONSIDERATIONS. THE RELATIVE FAULT OF TIGARD ON THE ONE HAND AND OF THE CITY ON THE OTHER HAND SHALL BE DETERMINED BY REFERENCE TO, AMONG OTHER THINGS, THE PARTIES' RELATIVE INTENT, KNOWLEDGE, ACCESS TO INFORMATION AND OPPORTUNITY TO CORRECT OR PREVENT THE CIRCUMSTANCES RESULTING IN SUCH EXPENSES, JUDGMENTS, FINES OR SETTLEMENT AMOUNTS. TIGARD'S CONTRIBUTION AMOUNT IN ANY INSTANCE IS CAPPED TO THE SAME EXTENT IT WOULD HAVE BEEN CAPPED UNDER OREGON LAW IF IT HAD SOLE LIABILITY IN THE PROCEEDING.

8.3 WITH RESPECT TO A THIRD PARTY CLAIM FOR WHICH THE CITY IS JOINTLY LIABLE WITH TIGARD (OR WOULD BE IF JOINED IN THE THIRD PARTY CLAIM), THE CITY SHALL CONTRIBUTE TO THE AMOUNT OF EXPENSES (INCLUDING ATTORNEYS' FEES), JUDGMENTS, FINES AND AMOUNTS PAID IN SETTLEMENT ACTUALLY AND REASONABLY INCURRED AND PAID OR PAYABLE BY TIGARD IN SUCH PROPORTION AS IS APPROPRIATE TO REFLECT THE RELATIVE FAULT OF THE CITY ON THE ONE HAND AND OF TIGARD ON THE OTHER HAND IN CONNECTION WITH THE EVENTS WHICH RESULTED IN SUCH EXPENSES, JUDGMENTS, FINES OR SETTLEMENT AMOUNTS, AS WELL AS ANY

City of Tigard/City of Portland
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OTHER RELEVANT EQUITABLE CONSIDERATIONS. THE RELATIVE FAULT OF THE CITY ON THE ONE HAND AND OF TIGARD ON THE OTHER HAND SHALL BE DETERMINED BY REFERENCE TO, AMONG OTHER THINGS, THE PARTIES' RELATIVE INTENT, KNOWLEDGE, ACCESS TO INFORMATION AND OPPORTUNITY TO CORRECT OR PREVENT THE CIRCUMSTANCES RESULTING IN SUCH EXPENSES, JUDGMENTS, FINES OR SETTLEMENT AMOUNTS. THE CITY'S CONTRIBUTION AMOUNT IN ANY INSTANCE IS CAPPED TO THE SAME EXTENT IT WOULD HAVE BEEN CAPPED UNDER OREGON LAW IF IT HAD SOLE LIABILITY IN THE PROCEEDING.

9. INSURANCE

Each party shall each be responsible for providing worker's compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.

10. OREGON LAW AND FORUM

This Agreement shall be construed according to the laws of the State of Oregon. Any action regarding this Agreement or work performed under this Agreement shall be filed in Multnomah County or in the United States District Court for the district of Oregon.

11. NON-DISCRIMINATION

Parties will comply with all federal, state, and local statutes regarding civil rights and non-discrimination practices.

12. ACCESS TO RECORDS

Each party shall have access to the books, documents and other records of the other that are related to this Agreement and the FY 2014 IPEP grant for the purpose of examination, copying, site visit and audit, unless otherwise limited by law. The books, documents and other records related to this Agreement and the FY 2014 IPEP grant for shall be maintained as long as stipulated in the federal grant award or by the Pass-Through Entity (the City), whichever is the longer.

13. SUBCONTRACTS AND ASSIGNMENT

Neither party shall subcontract or assign any part of this Agreement without the written consent of the other party.

14. FORCE MAJEURE

Neither Tigard nor the City shall be held responsible for delay or default caused by fire, riot, acts of nature, power outage, government fiat, terrorist acts or other acts of political sabotage, civil unrest, labor unrest, or war, where such cause is beyond the reasonable control of Tigard or the City. However, both parties shall make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

City of Tigard/City of Portland
INTERGOVERNMENTAL AGREEMENT
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FY 2014 Intellectual Property Crime Enforcement Program Grants Funds
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15. MODIFICATION

This Agreement may be modified by mutual consent of the parties. Any modification to provisions of this Agreement shall be reduced to writing and signed by all parties.

16. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties. This Agreement may be modified or amended only by the written Agreement of the parties.

17. ALTERNATIVE DISPUTE RESOLUTION

The Parties should attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

18. SEVERABILITY

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

19. COUNTERPARTS

This Agreement may be executed in several counterparts, 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 the Agreement so executed shall constitute an original.

20. ADDITIONAL TERMS AND CONDITIONS: NONE

MEMORANDUM OF UNDERSTANDING
U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance
FY 2014 Intellectual Property Crime Enforcement Program Grant
Award #2015-BE-BX-0005

This Memorandum of Understanding (MOU) formally establishes collaboration between the City of Portland, Oregon Police Bureau (PPB), the Canby Police Department (Canby), Tigard Police Department (TPD), and the Woodburn Police Department (WPD) for the purposes of the U.S. Department of Justice, Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA) FY 2014 Intellectual Property Crime Enforcement Program Grant in order to form the Intellectual Property Crimes Enforcement Task Force (IPCE TASK FORCE).

Goals and Objectives of IPCE TASK FORCE:

The goals of IPCE TASK FORCE are to continually collaborate to more effectively investigate Intellectual Property Crime (IPC), prosecute violators, and seize assets.

The objectives of IPCE TASK FORCE are to follow up on leads and referrals from partner agencies and brand protection representatives; conduct Internet research for infringing product sale sites; conduct regular inspections of brick and mortar and flea market locations for IPC violations; and ongoing public outreach and education opportunities to raise awareness regarding IPC.

Collaborative Relationships:

The partners named above have a working history of cooperation and coordination. The partners have worked together on investigations and/or search warrants in their respective jurisdictions. The partner agencies will attend the Portland area's newly created organized retail crime (ORC) meetings.

Participation in Developing the Application:

Since the inception of IPCE TASK FORCE, the partner agencies have been actively involved in developing the underlying model of response. Specifically for this grant program, PPB met with partners to review the status of the project and to come to an agreement regarding changes proposed or instituted since the inception of the IPCE TASK FORCE, the content of this MOU, and the grant proposal narrative, timeline, and budget.

Representatives Responsible for Developing and Implementing Project Activities:

Organization	Representatives (as of 1/7/16)	Role
Portland Police Bureau	Lt. James Dakin, Detective Division	The Lieutenant will supervise the dedicated PPB Sergeant, manage the necessary administrative functions, provide consultation on the implementation of project, and act as a liaison to other bureau divisions, police bureaus,

MEMORANDUM OF UNDERSTANDING
 U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance
 FY 2014 Intellectual Property Crime Enforcement Program Grant
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	Supervisory Sergeant Cheryl Waddell, White Collar Crimes Detail	and PPB Chief of Police. Manage the overall grant project. Lead staff on implementation of this project; see specific roles described in the section below.
Canby Police Department (CPD)	Sgt. Frank Schoenfeld	Lead staff on implementation of this project; see specific roles described in the section below.
Tigard Police Department (TPD)	Sgt. Leigh Erickson	Lead staff on implementation of this project; see specific roles described in the section below.
Woodburn Police Department (WPD)	Captain Jason Alexander	Lead staff on implementation of this project; see specific roles described in the section below.

Roles, Responsibilities and Resources Demonstrating Commitment to Work Together to Achieve Stated Project Goals:

Portland Police Bureau (PPB):

PPB will participate in the IPCE TASK FORCE process and meetings with IPCE TASK FORCE Team members through its Detective Division White Collar Crimes Detail (WCCD). One or two WCCD Detectives will work on the IPCE TASK FORCE 25 hours per month each. This time may be increased or decreased by the WCCD Supervisory Sergeant. The WCCD Supervisory Sergeant will work on the IPCE TASK FORCE 15 hours per month and supervise the detectives and administrative support personnel assigned to the IPCE TASK FORCE. The WCCD Supervisory Sergeant will act as a liaison to other PPB units, including patrol and detectives, and with other law enforcement agencies as needed. The PPB detectives will host a Quarterly Intelligence Information Exchange (QIIX), which focuses on target deconfliction, intelligence investigations, ongoing prosecutions, and best practices.

Resources Contributed: Contribution of the Detective Lieutenant time for supervision of the IPCE TASK FORCE sergeant, attendance at the QIIX, and consultation and technical assistance. Contribution of WCCD Supervisory Sergeant time for administrating the grant program, supervising the WCCD detectives and the overseeing the investigations. Contribution of WCCD detective time to conduct investigations and public outreach per the grant proposal.

MEMORANDUM OF UNDERSTANDING
U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance
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Canby Police Department (CPD):

CPD will participate in the IPCE TASK FORCE process and meetings with IPCE TASK FORCE Team members through its Detective Division. The CPD Detective Sergeant will work on the IPCE TASK FORCE 10 hours per month. The CPD Officer will work on the IPCE TASK FORCE 25 hours a month. This time may be increased or decreased by the WCCD Supervisory Sergeant. The CPD sergeant will act as a liaison to other CPD units including patrol and detectives and with other law enforcement agencies as needed. The CPD sergeant or their designate will attend of the QJIX meetings.

Resources Contributed: Contribution of the Canby Sergeant time for supervising the IPCE TASK FORCE detectives and investigations per the grant proposal.

Tigard Police Department (TPD):

TPD will participate in the IPCE TASK FORCE process and meetings with IPCE TASK FORCE Team members through its Detective Division. The TPD Detective Sergeant will work on the IPCE TASK FORCE 10 hours per month. The assigned TPD Detectives will work on the IPCE TASK FORCE 50 hours collectively per month. This time may be increased or decreased by the WCCD Supervisory Sergeant. The TPD sergeant will supervise the police officers, detectives, and administrative personnel assigned to the IPCE Task Force when the PPB WCC is not available. The TPD sergeant will act as a liaison to other TPD units including patrol and detectives and with other law enforcement agencies as needed. The TPD detectives and sergeant will attend of the QJIX meetings.

Resources Contributed: Contribution of the Tigard sergeant time for supervising the IPCE TASK FORCE detectives and investigations. Contribution of detective time to conduct investigations and public outreach per the grant proposal.

Woodburn Police Department (WPD):

WPD will participate in the IPCE TASK FORCE process and meetings with IPCE TASK FORCE team members through its Detective Division. The WPD sergeant will work on the IPCE TASK FORCE 10 hours per month. The two WPD detectives will work on the IPCE TASK FORCE 25 hours per month each. This time may be increased or decreased by the PPB WCCD Supervisory Sergeant. The WPD sergeant will supervise the detectives and administrative support personnel assigned to the IPCE TASK FORCE when the PPB WCCD is not available. The WPD sergeant will act as a liaison to other WPD units including patrol and detectives and with other law enforcement agencies as needed. The WPD sergeant, or their designate, will attend the QIIX meetings.

Resources Contributed: Contribution of the Woodburn sergeant time for supervising the IPCE TASK FORCE detectives and investigations. Contribution of detective time to conduct investigations and public outreach per the grant proposal.

MEMORANDUM OF UNDERSTANDING
U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance
FY 2014 Intellectual Property Crime Enforcement Program Grant
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Roles and responsibilities each organization will assume in meeting grant report requirements:

The administrative support personnel will compile the required performance metrics for the federal and task force reporting requirements. Partners will provide the required metrics to the IPCE Task Force coordinator:

1. All members of the IPCE TASK FORCE will provide copies of reports, including receipts of property seized, to the administrative support personnel in a timely manner for each quarter.
2. Any activity not resulting in a report, i.e., public outreach and stolen checks, will be documented in an email and sent to the administrative support personnel in a timely manner for each quarter.
3. Overtime documentation will be documented in an email and sent to the administrative support personnel in a timely manner for each quarter.

No Third Party Rights.

This MOU establishes a set of aspirations and goals among the partners. It is not legally enforceable and shall not be construed to create any legal obligation on the part of any party. It shall not be construed to create a private right, benefit, or cause of action for or by any person enforceable at law or equity against any partner, their officers, employees, or any other person.

Signatures

We, the undersigned, as authorizing officials of the agencies listed above, have read and agree to abide by the terms and conditions of this document and the grant proposal. Our signatures below indicate our commitment on the part of our agency to work together to achieve stated project goals.

<i>Organization</i>	<i>Partner Signature and Date</i>	<i>Printed Name/Title</i>
City of Portland, Oregon		
City of Canby, Oregon		
City of Tigard, Oregon		

MEMORANDUM OF UNDERSTANDING
 U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance
 FY 2014 Intellectual Property Crime Enforcement Program Grant
 Award #2015-BE-BX-0005

City of Woodburn, Oregon		
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By signing this document the City of Canby agrees to abide by the terms of this agreement, as amended, if and when a Resolution is passed by the Canby governing body.

By signing this document the City of Tigard agrees to abide by the terms of this agreement, as amended, if and when a Resolution is passed by the Tigard governing body.

By signing this document the City of Woodburn agrees to abide by the terms of this agreement, as amended, if and when a Resolution is passed by the Woodburn City Council

City of Portland Ordinance #166568 authorizes the Commissioner-in-Charge of the Police Bureau and the Chief of Police to enter into this MOU with the following addition:

The Portland Police Bureau retains the right to add or reduce law enforcement staffing of the White Collar Crimes Detail, dependent upon organizational demands and priorities and funding, as listed on the previous pages, which details the number of detectives participating in the IPCE TASK FORCE (two detectives and one sergeant).

By signing this document, the Mayor of Portland and the Portland Chief of Police agree to abide by the terms of this agreement.

 Charlie Hales, Mayor

 Date

 Lawrence P. O’Dea III, Chief of Police

 Date

Approved as to form
 by: _____

Approved as to form
 by: _____

Agency: _____

Agency: _____

Date: _____

Date: _____

Approved as to form
 by: _____

Approved as to form
 by: _____

Agency: _____

Agency: _____

Date: _____

Date: _____

AIS-2494

3. C.

Business Meeting

Meeting Date: 01/26/2016

Length (in minutes): Consent Item

Agenda Title: Consider an Amendment to an IGA with Metro to Install Regional Trail Signage

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

Item Type: Motion Requested **Meeting Type:** Consent Agenda

Public Hearing No

Newspaper Legal Ad Required?:

Public Hearing Publication

Date in Newspaper:

Information

ISSUE

Shall Council authorize an amendment to extend the IGA with Metro for directional sign installation on the Fanno Creek Trail?

STAFF RECOMMENDATION / ACTION REQUEST

Staff recommends Council approve the amendment to extend the IGA.

KEY FACTS AND INFORMATION SUMMARY

in 2012, the City Council authorized the Mayor to enter into an agreement with Metro to allow installation of directional signage on the Fanno Creek Trail. Metro negotiated a contract through ODOT to install signage on four regional trails in the Metro area. The directional signage design was designed as a collaboration with the Intertwine, with input from Tigard and other municipal staff. In 2011, test signage was installed on the Fanno Creek Trail between Main Street and Ash Avenue in Tigard. The new signage is designed to be consistent with all agencies on the Fanno Creek Trail system.

The contracting for the sign installation took much longer than anticipated and the original IGA expired in 2014. A contract is now in place and to allow the installation of the signage in early 2016 an amendment to extend the completion date is needed.

OTHER ALTERNATIVES

Council could choose to not extend the IGA and forgo the signage.

COUNCIL OR CCDA GOALS, POLICIES, MASTER PLANS

Directional signage on the Fanno Creek Trail contributes to the Council's Strategic Plan and the walkability of this regional trail in Tigard.

DATES OF PREVIOUS CONSIDERATION

Council authorized, and Mayor Dirksen signed, the IGA on October 23, 2012.

Attachments

FC Trail IGA

FC Trail Amendment

INTERGOVERNMENTAL AGREEMENT
Metro Regional Trails: Intertwine Signage

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into by and between Metro ("Metro") and the City of Tigard (the "City") effective as of the last date of signature indicated below.

RECITALS

1. Metro has received Surface Transportation Program funds for the design, fabrication and installation of wayfinding signs along three regional trails in the Portland Metropolitan area (the "Project"), and the City desires for Metro to install some of these wayfinding signs along the Fanno Creek Trail right of way located within the City (the "Trail").
2. By the authority granted in Oregon Revised Statutes (ORS) 190.010, local government agencies may enter into cooperative agreements with units of local government for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the parties hereto as follows:

TERMS OF AGREEMENT

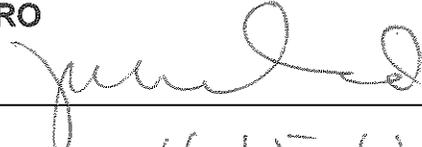
1. The City hereby grants Metro and its contractors the right to enter onto and occupy Trail right of way for the installation of signage along the Trail. Before Metro installs a sign, the City and Metro will agree on the type of sign and the place where the sign will be installed on the Trail. This right of entry shall continue for so long as necessary for Metro to complete installation of the signage, and shall terminate upon completion of the installation, or by December 31st, 2014, whichever is sooner.
2. The City shall, at its own expense, maintain and operate the Project signs on the Trail right of way upon completion of the Project and throughout the useful life of the Project signs. Said maintenance shall be at a minimum level that is consistent with normal depreciation and/or service demand. Parties agree that the useful life of the Project signs is defined as twenty (20) years. The State of Oregon (the "State") may conduct periodic inspections during the life of the Project signs to verify that Project signs are properly maintained and continue to serve the purpose for which federal funds were provided. If the State determines that additional maintenance is necessary, the City agrees to perform such maintenance. Maintenance responsibilities shall survive any termination of this Agreement.
3. The City acknowledges and agrees that Metro shall have no liability for the quality or accuracy of the signage, and hereby releases Metro for any damages or loss of any kind, including without limitation, direct, indirect, special, consequential, or punitive

damages arising out of the use or installation of the signage, or related in any way to the information contained therein.

4. The City shall identify and grant Metro and its contractors all the required permits for the Project. If required, permit fees will be borne by Metro as a Project expense. Hazardous materials, archeological, and environmental investigations will also be borne by Metro as a Project expense.
5. Metro's Project Manager for this Project is Robert Spurlock, 600 NE Grand Avenue, Portland, OR 97232, 503-813-7560, robert.spurlock@oregonmetro.gov, or assigned designee upon individual's absence. Metro shall notify the other party in writing of any contact information changes during the term of this Agreement.
6. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together will constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed will constitute an original.
7. This Agreement and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement will bind either party unless in writing and signed by all parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, will be effective only in the specific instance and for the specific purpose given.

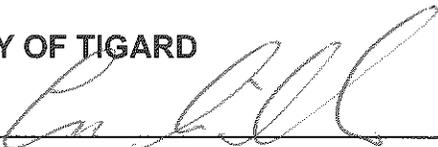
THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

METRO

By 

Date 11.15.12

CITY OF TIGARD

By 

Date October 23, 2012



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

Amendment

AMENDMENT NO. 01

CONTRACT NO. 931793

This Amendment hereby amends the above titled contract between Metro, a metropolitan service district organized under the law of the State of Oregon and the Metro Charter, and the City of Tigard, hereinafter referred to as the "City."

This amendment is a change order to the original Scope of Work as follows:

Work was not completed within the original expiration date.

The contract expiration date is extended from December 31st, 2014 to December 31st, 2016.

Except for the above, all other conditions and covenants remain in full force and effect.

IN WITNESS TO THE ABOVE, the following duly authorized representatives of the parties referenced have executed this Amendment.

CITY

METRO

By _____

By _____

Print Name _____

Print Name _____

Date _____

Date _____

Southwest Metro Babe Ruth Baseball is a qualifying non-profit. They have made their request to waive fees in writing. If council determines that the benefit to the community outweighs the loss of \$248 in permit fees, then council is authorized to waive the fees.

OTHER ALTERNATIVES

City Council could deny the request.

COUNCIL OR CCDA GOALS, POLICIES, MASTER PLANS

Tigard citizens are involved in the community and participate effectively. Programs and activities are available in the community to meet the needs of a diverse population.

DATES OF PREVIOUS CONSIDERATION

The Tigard City Council approved the waiver of four banners for the Southwest Metro Babe Ruth Baseball on December 16, 2014.

Fiscal Impact

Cost: \$248

Budgeted (yes or no): No

Where Budgeted (department/program): NA

Additional Fiscal Notes:

Approval of this resolution will reduce the City of Tigard General Fund revenues by \$248.

Attachments

Resolution

Babe Ruth Letter

**CITY OF TIGARD, OREGON
TIGARD CITY COUNCIL
RESOLUTION NO. 16-**

A RESOLUTION WAIVING \$248 IN TEMPORARY SIGN PERMIT FEES FOR SOUTHWEST METRO BABE RUTH BASEBALL.

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

WHEREAS, Southwest Metro Babe Ruth Baseball has requested in writing the waiver of fees for four temporary sign permits; and

WHEREAS, the Master Fees and Charges Schedule states that the fee for temporary sign permits is \$63 per sign for 30 days and

WHEREAS, council determines that the community benefit outweighs the \$248 financial burden to the city.

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

SECTION 1: Southwest Metro Babe Ruth Baseball receives a waiver of \$248 in temporary sign permit fees

SECTION 2 : This resolution is effective immediately upon passage.

PASSED: This _____ day of _____ 2016.

Mayor - City of Tigard

ATTEST:

City Recorder - City of Tigard



Southwest Metro Babe Ruth Baseball

December 28, 2015

To Whom It May Concern,

I am the President for Southwest Metro Babe Ruth, previously known as Tigard-Tualatin Babe Ruth. We are a local non-profit and 501c (3). We are respectfully requesting a waiver for our four advertising banners. Three of the banners are 5'X3' and one banner is 6'X3'. We will be placing one banner at Tigard High School on the Durham St. fence, one at Fowler Middle School field on the Walnut St. fence, one on the Twality Middle School fence with their permission and the fourth banners placement will be determined by January 1, 2015. The waiver would be for 4 permits at \$61 each for a total of \$244. We will most likely prefer to hang our banners on a date to be determined at a later time, but for no more than 30 days.

Babe Ruth has been an active partner in the Tigard community and has partnered with many local companies to continue to offer a safe, healthy and fun venue for boys and young men. We are committed to our community, neighbors, local businesses, partners and our boys and young men. We provide scholarships for registration and uniforms each year to many families that would not be able to participate otherwise.

We hope that you will grant our request for the \$244 waiver. Thank you for your consideration.

John Aiello
Southwest Metro Babe Ruth President
971-295-9092

AIS-2535

3. E.

Business Meeting

Meeting Date: 01/26/2016

Length (in minutes): Consent Item

Agenda Title: Authorize the City Manager to Execute an IGA with Washington County to Review and Update the Natural Hazard Mitigation Plans (NHMP)

Prepared For: Mike Lueck **Submitted By:** Judy Lawhead,
Public Works

Item Type: Motion Requested **Meeting Type:** Consent
Agenda

Public Hearing No

Newspaper Legal Ad Required?:

Public Hearing Publication

Date in Newspaper:

Information

ISSUE

Shall council authorize the city manager to execute an intergovernmental agreement with Washington County to allow Tigard to contribute in-kind services to participate in a joint effort to review and update the city's and the county's Natural Hazard Mitigation Plans (NHMP)?

STAFF RECOMMENDATION / ACTION REQUEST

Authorize the city manager to execute the agreement. At its November 24, 2015, meeting, council approved the IGA with Washington County and the University of Oregon to go on a future consent agenda.

KEY FACTS AND INFORMATION SUMMARY

Washington County is in the process of updating the countywide Natural Hazard Mitigation Plan (NHMP) and is receiving assistance from the University of Oregon (UO) to complete the project. The county has allocated funds for this five-year mandated review and Tigard, among several other entities, can benefit from participating. Tigard's NHMP can also be updated along with the county's plan by contributing matching resources in the amount of \$7,000 in the form of in-kind services. Tigard's emergency services coordinator has been participating in this project since it was started in April 2015 and has been maintaining a detailed accounting of his time and activities associated with the project. He forecasts that the value of his time in participation will exceed the threshold requirement.

Washington County and their legal representatives have reviewed and made appropriate

revisions to the draft IGA and are expected to sign it soon. In-kind matching for Washington County parties is effective as of April 1, 2015. Staff is requesting council's approval of the draft IGA.

OTHER ALTERNATIVES

Council could choose to not participate in the countywide project and review Tigard's NHMP independently. This approach would not be as timely, cost-effective or as closely coordinated.

COUNCIL OR CCDA GOALS, POLICIES, MASTER PLANS

N/A

DATES OF PREVIOUS CONSIDERATION

The council was briefed on this agreement at its November 24, 2015, meeting.

Fiscal Impact

Cost: \$7000.00

Budgeted (yes or no): Yes

Where Budgeted (department/program): PW Admin

Additional Fiscal Notes:

There is a requirement for a \$7000 in-kind match to participate in the update project. The city's emergency services coordinator (ESC) has been maintaining a detailed accounting of time and activities and forecasts that we will exceed the threshold requirement.

Attachments

IGA

INTERGOVERNMENTAL AGREEMENT

This Agreement is entered into, by and between Washington County, a political subdivision of the State of Oregon, the City of Tigard.

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

Now, therefore, the parties agree as follows:

1. The effective date is: July 1, 2015, or upon final signature, whichever is later.

The expiration date is March 1, 2016; unless otherwise amended.
2. The parties agree to the terms and conditions set forth in Attachment A, which is incorporated herein, and describes the responsibilities of the parties, including compensation, if any.
3. Each party shall comply with all applicable federal, state, and local laws; and rules and regulations on non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition or handicap.
4. To the extent applicable, the provisions of ORS 279B.220 through ORS 279B.235 and ORS 279C.500 through 279C.870 are incorporated by this reference as though fully set forth.
5. Each party is an independent contractor with regard to each other party(s) and agrees that the performing party has no control over the work and the manner in which it is performed. No party is an agent or employee of any other.
6. No party or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.
7. This Agreement may be terminated, with or without cause and at any time, by a party by providing _____ (30 if not otherwise marked) days written notice of intent to the other party(s).
8. Modifications to this Agreement are valid only if made in writing and signed by all parties.
9. Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, each party agrees to hold harmless, defend, and indemnify each other, including its officers, agents, and employees, against all claims, demands, actions and suits (including all attorney fees and costs) arising from the indemnitor's performance of this Agreement where the loss or claim is attributable to the negligent acts or omissions of that party.
10. Each party shall give the other immediate written notice of any action or suit filed or any claim made against that party that may result in litigation in any way related to this Agreement.

11. Each party agrees to maintain insurance or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.269 through 30.274.
12. Each party agrees to comply with all local, state and federal ordinances, statutes, laws, and regulations that are applicable to the services provided under this Agreement.
13. This Agreement is expressly subject to the debt limitation of Oregon Counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore.
14. This writing is intended both as the final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement.

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

CITY OF TIGARD

Signature

Date

Printed Name

Title

Address: _____

WASHINGTON COUNTY

Signature

Date

Printed Name

Title

Address: _____

Mail Stop # _____
Hillsboro, OR 97123

ATTACHMENT “A”

WASHINGTON COUNTY / UNIVERSITY OF OREGON INTERGOVERNMENTAL AGREEMENT SCOPE OF WORK FOR NATURAL HAZARDS MITIGATION PLAN

ROLES AND RESPONSIBILITIES

University of Oregon (UO):

- Serve as the primary contact for information about the natural hazard mitigation plan update process
- Serve as a technical advisor to Washington County emergency management staff
- Provide plan development support to the County through training sessions, conference calls, e-mails, completion of plan update tasks as identified in the objectives section, and face-to-face meetings
- Communicate with the Washington County project lead a minimum of once per month
- Participate in local Natural Hazards Mitigation Action Plan (NHMAP) update meetings as needed on invitation from the Washington County Project Lead
- Provide the following planning resources:
 - FEMA plan update resources and UO’s 2009-10 Natural Hazards Mitigation Plan Update Manual
 - Washington County NHMAP resource website on UO’s website (<http://csc.uoregon.edu/UO>)
 - UO’s Natural Hazard Mitigation Plan Templates
 - Sample Action Item Report
 - UO’s Action Item Form
 - Plan Appendix – Cost-Benefit Analysis of Mitigation Actions
- Write the Natural Hazard Mitigation Plan
- Guide the draft plan through the FEMA review process and local adoption process
- Grant administration

Washington County:

- Convene, coordinate and staff the Washington County NHMAP Steering Committee. This committee will serve as an advisory board to Washington County Emergency Management (WCEM) (*See Task 2*)
- Coordinate and support development Tigard’s NHMAP within the county NHMAP document (*See Task 1*)
- Coordinate and implement public outreach process (*See Task 3*)
- Facilitate and document the local planning process as defined in the tasks of this Scope of Work (*See Task 1 – 11*)
- Develop, design and co-facilitate with UO three plan update work session meetings with the Washington County steering committee (*See Task 4, Mtg. 1; Task 5 – 6, Mtg. 2; Task 7 – 8, Mtg. 3*)
- Document plan updates and amendments throughout the process (*See Task 1 – 11*)

- Track and fulfill agreement deliverables and complete and submit quarterly progress reports (*See Task 1 - 11*)
- Work with UO to submit the draft NHMAP to WCEM and FEMA for review and pre-approval (*See Task 10*)
- Present the FEMA pre-approved plan to the Washington County Board of Commissioners for local adoption (*See Task 12*)
- Submit a record of hours worked on the NHMAP update by Washington County, Tigard, and other staff and cost per hour or submit payment for up to \$3,350.00 to meet the 25% non-federal cost share

Tigard:

- Convene a local NHMAP steering committee (e.g. planning commission, city council or ad hoc committee)
- Provide at least one representative and actively participate in the county steering committee meetings and Plan Update Work Sessions
- Participate in the County’s public outreach and engagement process
- Develop locally relevant mitigation strategies
- Track project in-kind or financial contributions for project cost-share requirements
- Present the FEMA pre-approved plan to the City Council for adoption

PROJECT BUDGET AND COMMITMENTS

Project Budget:

Total project cost: \$28,000.00

25% matching cost: \$7,000.00

Washington County has allocated funds in the FY15-16 budget in the amount of \$3,350.00, and this is the amount Washington County has committed under this agreement for matching funds in the form of direct financial contribution; however, it is anticipated that in-kind matching sources by participating organizations will meet the 25% cost share requirement of approximately \$7,000.00. Project organizations eligible for matching requirements include (additional organizations may be included):

- City of Hillsboro
- City of Tigard
- Clean Water Services
- Tualatin Valley Water District
- Tualatin Valley Fire and Rescue
- Washington County Department of Land Use and Transportation

Organizations eligible for contributing toward the cost share through in-kind match will keep detailed records of time spent on the project, hourly costs, and activities conducted. In-kind matching for Washington County parties is effective as of March 1, 2015.

OVERVIEW OF TASKS AND TIMELINES

Local NHMAP Update Technical Assistance and Support

The following section outlines the tasks that UO will implement to assist Washington County in updating their natural hazards mitigation action plan.

Objective 1: Project Kickoff and Coordination

Task 1.1: UO will participate in monthly update conference calls with Washington County Emergency Management (WCEM) to provide project updates.

Task 1.1 Timeline: Monthly

Task 1.2: UO will meet with the WCEM staff (Emergency Management Supervisor and DLUT Emergency Management Coordinator) to clarify the goals and objectives of the project and discuss the project timeline and potential participants. UO will work with the WCEM staff to identify steering committee participants. This meeting will be held in-person at the WCEM office.

Task 1.2 Timeline: March 11, 2015

Task 1.2 Product(s): Project lead identified (DLUT Emergency Management Coordinator)

Objective 2: Finalize Project Work Plan

Task 2.1: Project lead [DLUT Emergency Management Coordinator] will identify project steering committee members with guidance from UO. Project lead will recruit steering committee members and solidify project commitments. Project lead will identify and recruit participation from cities wishing to join the mitigation plan update process and have county and city mitigation plans coupled in this update.

Task 2.1 Timeline: Project weeks 2 and 3 (June, 2015)

Task 2.1 Product(s): Mitigation Plan Steering Committee identified

Task 2.2: Project lead will obtain and review sample Intergovernmental Agreements (IGA) and Scopes of Work (SOW) which will be used to solidify relationships between Washington County and UO for the plan update. UO will provide sample IGA and SOW documents to support the development for this plan update.

Task 2.2 Timeline: Project week 1 (June 2015)

Task 2.2 Product(s): IGA and SOW examples provided by UO

Task 2.3: Project lead will coordinate with Washington County Support Services, Purchasing to identify the project relationship with partnering organizations, which will be formalized through an IGA.

Task 2.3 Timeline: Project weeks 4 and 5 (July 2015)

Task 2.3 Product(s): Draft IGA ready for review by Washington County Purchasing and UO

Task 2.4: Project lead will create a Scope of Work (SOW)

Task 2.4 Timeline: Project weeks 4 and 5 (July 2015)

Task 2.4 Product(s): Draft SOW to be included as Attachment “A” for the IGA (this document)

Task 2.5: Project lead will provide the draft IGA to Washington County, Purchasing for review. Upon approval, will provide the draft to UO for review and approval

Task 2.5 Timeline: Project weeks 4 through 6 (July, 2015)

Task 2.5 Product(s): Approved project IGA

Task 2.6: Project lead will coordinate a project kick off meeting where UO will provide to the Washington County NHMAP Steering Committee an overview of the NHMAP update process, review the scope of work, present a draft Community Profile (if ready), and discuss the project timeline. Topics to discuss at this meeting include:

- **Overview of Natural Hazards Mitigation.** Committee members will be briefed on natural hazard mitigation, its purpose, and the benefits that a mitigation plan can provide a community.
- **Plan update process and timeline.** This meeting will discuss the planning process for updating or developing a NHMAP, and a rough timeline for completing before the plan expires February 11, 2016.
- **Hazard Identification:** UO will provide an overview of hazards impacting the County and discuss what variations exist, if any, for the participating jurisdictions.
- **Discuss Risk Assessment:** Risk assessment methodologies, common risk assessment barriers and ways to deal with them will be discussed. The County will have a chance to review the existing risk assessment.
- **Mitigation Strategy:** The Disaster Mitigation Act of 2000 requires that mitigation plans include a set of plan goals. Plan goals will be discussed and developed. The steering committee will preview existing mitigation actions items and begin a discussion on their update.

Task 2.6 Timeline: Project week 9 (August, 2015)

Task 2.6 Product(s): Project Kickoff Meeting

Objective 3: Distribute Planning Resources

Task 3.1: Once the project leads and steering committee are established, UO will distribute planning resources to include UO’s Pre-Disaster Mitigation Training Manual and the Pre-Disaster Mitigation Plan Update Manual. These documents describe the process, resources and steps needed to update

a NHMAP to meet and in most cases, exceed the minimum FEMA planning requirements. Additional resources are available on the UO website.

Task 3.2 Timeline: Project week 7 (July, 2015)

Task 3.2 Product(s): UO's Pre-Disaster Mitigation Training Manual and the Pre-Disaster Mitigation Plan Update Manual

Task 3.2: In addition to the plan development training manual, UO will provide a planning initiative website for this project. The website will be part of the UO's website and will include all available electronic documents and resources presented at the work sessions. The website, in cooperation with the University of Oregon's Scholars' Bank, will also serve as the repository for final adopted plans, making them web accessible to the general public.

Task 3.2 Timeline: Project week 7 (July, 2015)

Task 3.2 Product(s): Project website: <http://UO.uoregon.edu/current/Washington>

Objective 4: Update Community Profile

Task 4.1: UO will update existing community profile information for Washington County and participating cities and make any necessary changes to relate information in the profile to natural hazards mitigation. The profiles will include information about the county environment, climate, and geography; population and demographic data for the 16 Washington County cities and unincorporated areas; information on vulnerable populations; land use and development data; the economy including critical infrastructure and key resources and the labor force; infrastructure and critical facilities data; and cultural and historic assets. Potential data sources for completing community profiles include: comprehensive plans, storm water ordinances, community wildfire protection plans, US Census, national register of historic places, and the Portland State University Population Research Center. Additionally, the community profile will describe the government structure, existing plans and policies, and community organizations and programs.

Task 4.1 Timeline: Project weeks 4 through 9 (July through August, 2015)

Task 4.1 Product(s): Draft Community Profile for Washington County (Section 2 of updated NHMAP)
Draft Community Profiles for Hillsboro and Tigard

Task 4.2: UO will review the comprehensive plans of each of the participating communities and will identify opportunities to integrate information from the mitigation plans therein through completion of a "Goal 7 Crosswalk." UO will prepare a Comprehensive Plan Crosswalk summary as well as a Conclusions and Recommendations Memo that identifies specific areas within the Comprehensive Plan to be updated.

Task 4.2 Timeline: Project weeks 11 through 14 (August and September, 2015)

Task 4.2 Product(s): Comprehensive Plan Crosswalks and Conclusions and Recommendations Memo

Objective 5: Update Natural Hazard Identification and Risk Assessment

Task 5.1: UO will work with local, regional and state partners to identify and compile the best available hazard data for the following hazards: flood, landslide, winter storm, wildfire, earthquake, and volcanic eruption. UO will query partners at OEM, DOGAMI, DLCD, USGS, USFS and others to ensure the most current, relevant hazard data for the region is captured. UO will partner with Washington County GIS or a contractor for any updates to hazard maps.

Task 5.1 Timeline: Project weeks 5 through 17 (July through September, 2015)

Task 5.1 Product(s): Updated draft hazard description and history information in Section 3: Natural Hazard Identification and Risk Assessment; Updated draft hazard description and history information for Hillsboro and Tigard

Task 5.2: As part of this objective, UO will work with the staff leads in the county and each participating city (Hillsboro and Tigard) to obtain lists of all known local hazard data sets. NHMAP Steering Committee members and city leads will provide current hazard data to compliment the query results.

Task 5.2 Timeline: Project weeks 9 through 12 (August 2015)

Task 5.2 Product(s): Updated draft hazard information in Section 3: Natural Hazard Identification and Risk Assessment; Updated draft hazard information for Hillsboro and Tigard

Task 5.3: UO will work with Washington County and participating cities staff (Hillsboro and Tigard) to compile and analyze best available hazard and development trend data to support the development of a vulnerability analysis, using 2012 Washington County Hazard Analysis as the basis for this task.

Task 5.3 Timeline: Project weeks 11 through 17 (August and September, 2015)

Task 5.3 Product(s): Updated draft vulnerability analysis information in Section 3: Natural Hazard Identification and Risk Assessment; Updated draft vulnerability analysis information for Hillsboro and Tigard

Task 5.4: The Washington County NHMAP Risk Assessment utilizes a hazard analysis matrix and a scoring system dependent upon four factors: history, vulnerability, maximum threat, and probability. Using updated hazard information from Tasks 5.1 and 5.2, the Steering Committee will update the Risk Assessment in a risk assessment update meeting. The steering committee will conduct the risk assessment for the county and cities and update Section 3: Natural Hazard Identification & Risk Assessment. UO will work with Washington County to ensure that updated information developed

through this task is available for incorporation into other existing emergency management documents (e.g. Hazard Analysis, Emergency Operations Plan, Continuity of Operations, etc.).

Task 5.4 Timeline: Project weeks 16 through 20 (September and October, 2015); Risk Assessment Update Meeting project weeks 18, 19, or 20 (October, 2015)

Task 5.4 Product(s): Updated draft risk assessment information in Section 3: Natural Hazard Identification and Risk Assessment; Updated draft risk assessment information for Hillsboro and Tigard; Project lead facilitated risk assessment update meeting with NHMAP Steering Committee and UO

Objective 6: Update Action Items and Plan Implementation

Task 6.1: UO will obtain data from the NHMAP committee and assemble a list of 2011 NHMAP action items that have been completed since the plan was adopted. This list will be used to provide input on the 2016 NHMAP action items (Section 4: Action Items and Implementation).

Task 6.1 Timeline: Project weeks 8 through 11 (July and August, 2015)

Task 6.1 Product(s): Completed action items list

Task 6.2: The NHMAP Steering Committee and UO will convene to evaluate 2011 NHMAP action items and assess their viability for the 2016 NHMAP. UO and the NHMAP Steering Committee will develop new mitigation action items. The 2011 NHMAP implementation schedule will be reviewed and an implementation strategy for the 2016 NHMAP will be created. This meeting will be in conjunction with the Risk Assessment Update meeting (Task 5.4).

Task 6.2 Timeline: Project week 18, 19, or 20 (October, 2015)

Task 6.2 Product(s): -

Task 6.3: Following the action items meeting, UO will update and create a draft 2016 NHMAP Section 4: Action Items and Implementation. City representatives will update action items and implementation section for city appendices.

Task 6.3 Timeline: Project week 21 and 22 (October and November, 2015)

Task 6.3 Product(s): Updated draft action items for 2016 NHMAP (Section 4: Action Items and Implementation); Updated draft action items for the cities of Hillsboro and Tigard

Task 6.4: UO will update Appendix A: Action Item Change Memo.

Task 6.4 Timeline: Project week 21 and 22 (October and November, 2015)

Task 6.4 Product(s): Updated draft Appendix A: Action Item Change Memo; Updated draft complementary information for the respective city appendices

Objective 7: Public Outreach

Task 7.1: Throughout the plan update process, mitigation plan update project managers from neighboring jurisdictions will meet to discuss activities and coordinate public outreach and engagement strategies.

Task 7.1 Timeline: Project weeks 2 through 22 (June through November, 2015)

Task 7.1 Product(s): -

Task 7.2: Project lead will attend public engagement meetings / events hosted by Portland Bureau of Emergency Management (June 22, 2015) and other neighboring jurisdictions to learn about their update process, gather and evaluate public input, and assess their engagement strategies. These events will be evaluated as potential options for use in Washington County.

Task 7.2 Timeline: Project weeks 2 through 18 (June through October, 2015)

Task 7.2 Product(s): -

Task 7.3: Project lead with input from steering committee members and UO will create an online survey as a tool to obtain public input on the planning process and current mitigation activities.

Task 7.3 Timeline: Project weeks 7 through 17 (July through September, 2015)

Task 7.3 Product(s): Online survey to gather public input

Task 7.4: Project lead and / or NHMAP Steering Committee members will participate in public events to engage citizens and gather input and / or advertise the public survey. The cities are encouraged to participate in the public outreach efforts.

Task 7.4 Timeline: Project weeks 4 through 18 (July through October, 2015)

Task 7.4 Product(s): Public input on mitigation actions for the county

Task 7.5: UO will aggregate public input data and share with NHMAP Steering Committee members for review and input. Information gathered will be reviewed and the NHMAP Steering Committee will determine viability for action items at the action items meeting.

Task 7.5 Timeline: Project weeks 18 and 19 (October, 2015)

Task 7.5 Product(s): List of aggregated public input data for use as potential mitigation actions

Task 7.6: UO will update Appendix C: Public Process to reflect public engagement activities. City leads will update the public process information for their respective appendices.

Task 7.6 Timeline: Project weeks 18 and 19 (October, 2015)

Task 7.6 Product(s): Updated draft Appendix C: Public Process. Updates draft public process sections in the city appendices.

Objective 8: Draft Plan Preparation and Review

Task 8.1: UO and the NHMAP project lead will update the Appendix F: Additional Maps and Appendix G: Acronyms section of the plan.

Task 8.1 Timeline: Project weeks 22 and 23 (November, 2015)

Task 8.1 Product(s): Updated draft Appendices F: Additional Maps and G: Acronyms

Task 8.2: UO will complete final draft plan edits and assemblage and provide the draft to the NHMAP Steering Committee.

Task 8.2 Timeline: Project week 24 (November, 2015)

Task 8.2 Product(s): Initial draft of 2016 Washington County NHMAP

Task 8.3: Upon receiving the draft NHMAP, the NHMAP Steering Committee members will review the plan.

Task 8.3 Timeline: Project week 24 (November, 2015)

Task 8.3 Product(s): -

Task 8.4: UO will submit the draft 2016 Washington County NHMAP to OEM for submittal to FEMA for review. FEMA will review the draft plan and submit comments / changes needed for plan compliance.

Task 8.4 Timeline: Project weeks 25 through 28 (November and December, 2015)

Task 8.4 Product(s): FEMA plan review

Task 8.5: UO will incorporate FEMA input in the draft plan and provide the final draft to the NHMAP Steering Committee. NHMAP Committee members will review the final plan.

Task 8.5 Timeline: Project weeks 29 (December, 2015)

Task 8.5 Product(s): Final draft 2016 Washington County NHMAP

Objective 9: Final Plan Review and Adoption

Task 9.1: NHMAP project lead will request a Washington County Board agenda item to submit the plan for adoption. Cities will seek plan adoption of their respective city addenda.

Task 9.1 Timeline: Project weeks 30 through 32 (December, 2015 and January, 2016)

Task 9.1 Product(s): Washington County approved 2016 NHMAP

Task 9.2: UO will submit the approved 2016 NHMAP to OEM for final approval by FEMA

Task 9.2 Timeline: Project weeks 33 through 36 (January and February, 2016)

Task 9.2 Product(s): FEMA approved 2016 Washington County NHMAP

AIS-2491

4.

Business Meeting

Meeting Date: 01/26/2016

Length (in minutes): 10 Minutes

Agenda Title: Quasi-Judicial Public Hearing: Franzke/Ririe Annexation - ZCA2015-00002

Submitted By: Cheryl Caines, Community Development

Item Type:	Motion Requested	Meeting Type:	Council
	Ordinance		Business
	Public Hearing -		Meeting -
	Quasi-Judicial		Main

Public Hearing Yes

Newspaper Legal Ad Required?:

Public Hearing Publication 01/12/2016

Date in Newspaper:

Information

ISSUE

Consider adoption of an ordinance to annex three parcels (2.77 acres) located on the east side of SW 133rd Avenue, south of Bull Mountain Road into the City of Tigard.

STAFF RECOMMENDATION / ACTION REQUEST

Staff recommends the City Council approve the proposed Franzke/Ririe annexation (ZCA2015-00002) by adoption of the attached ordinance.

KEY FACTS AND INFORMATION SUMMARY

The proposed annexation area includes three (3) parcels totaling 2.77 acres on the east side of SW 133rd Avenue, plus half of the adjacent 133rd Avenue right-of-way. The applicant has requested annexation for future development of a sixteen (16) lot subdivision. Two of the three parcels (tax lots 1100 & 1200) are developed with single-family homes, which will be removed prior to development of the subdivision. The third parcel (tax lot 1300) is vacant. A map matching the legal description (Exhibit A) and tax assessor's map (Exhibit B) are attached. Tax lots 1200 and 1300 are combined on Exhibit A to show one parcel that includes two tax lots.

Washington County zoning is R6. The parcels will be zoned R-7 upon annexation. This is the closest equivalent city zoning. There are existing utilities in adjacent streets (SW 132nd Terrace and SW 133rd Avenue) to serve the site and future development. All property owners and registered voters in the proposed territory have consented to the annexation.

The City invited owners of adjacent properties to join the annexation but found no interest.

Key Findings:

The proposed annexation area is contiguous to the Tigard City Limits. Urban services are available and of sufficient capacity to serve the site. The site is within the Washington County Enhanced Sheriff's Patrol District, Urban Road Maintenance District, and Tigard Water District; therefore the ordinance addresses the removal from these districts. As outlined in the staff report, the proposed annexation meets the requirements of the Tigard Community Development Code, Tigard Comprehensive Plan, state statutes, and Metro Code.

OTHER ALTERNATIVES

Adopt findings to deny the application.

COUNCIL OR CCDA GOALS, POLICIES, MASTER PLANS

No applicable council goals.

DATES OF PREVIOUS CONSIDERATION

None.

Attachments

Proposed Ordinance

Exhibit A - Legal Description Map

Exhibit B - Assessor's Tax Map

Exhibit C - Legal Description

Exhibit D - Staff Report

Applicant's Materials

PowerPoint

CITY OF TIGARD, OREGON
TIGARD CITY COUNCIL
ORDINANCE NO. 2016- _____

AN ORDINANCE ANNEXING THREE (3) PARCELS OF LAND TOTALING APPROXIMATELY 2.77 ACRES AND ONE-HALF OF THE ADJOINING 133RD AVENUE RIGHT OF WAY TOTALING .15 ACRES, APPROVING THE FRANZKE/RIRIE ANNEXATION (ZCA2015-00002) AND WITHDRAWING PROPERTY FROM THE WASHINGTON COUNTY ENHANCED SHERIFF'S PATROL DISTRICT, WASHINGTON COUNTY URBAN ROADS MAINTENANCE DISTRICT AND TIGARD WATER DISTRICT.

WHEREAS, the City of Tigard is authorized by ORS 222.120(4)(b), ORS 222.125, and ORS 222.170(1) to annex contiguous territory upon receiving written consent from owners of land in the territory proposed to be annexed; and

WHEREAS, the City of Tigard is authorized by ORS 222.120(5) and 222.520 to withdraw property which currently lies within the boundary of the Washington County Enhanced Sheriff's Patrol District Washington County Urban Roads Maintenance District, and Tigard Water District upon completion of the annexation; and

WHEREAS, the Tigard City Council held a public hearing on January 26, 2016, to consider the annexation of three (3) parcels Washington County Tax Map (WCTM) 2S109AC, Tax Lots 1100, 1200, & 1300 of land located on SW 133rd Avenue and adjoining right of way, and withdrawal of said parcels and right of way from the Washington County Enhanced Sheriff's Patrol District, Washington County Urban Roads Maintenance District and Tigard Water District; and

WHEREAS, pursuant to Metro 3.09, ORS 222.120 and 222.524, notice was given and the City held a public hearing on the issue of the annexation into the City and on January 26, 2016; and

WHEREAS, pursuant to ORS 222.524, the City must declare the withdrawal of the annexed property from the Washington County Enhanced Sheriff's Patrol District, Washington County Urban Roads Maintenance District, and Tigard Water District; and

WHEREAS, the Tigard Development Code states that upon annexation, the zone is automatically changed to the City zoning which most closely implements the City's comprehensive plan map designation or to the City designations which are the most similar; and

WHEREAS, the annexation has been processed in accordance with the requirements of Metro 3.09 and has been reviewed for compliance with the Tigard Community Development Code and the Comprehensive Plan and the annexation substantially addresses the standards in Metro 3.09 regulating annexations; and

WHEREAS, the Tigard City Council has carefully considered the testimony at the public hearing and determined that withdrawal of the annexed property from the applicable service districts is in the best interest of the City of Tigard.

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

SECTION 1: The Tigard City Council hereby annexes the subject parcels (Washington County Tax Map 2S109AC, Tax Lots 1100, 1200) and right of way as described and shown in the attached **Exhibits “A”, “B” and “C”**, and withdraws said parcels from the Washington County Enhanced Sheriff’s Patrol District, Washington County Urban Roads Maintenance District, and Tigard Water District.

SECTION 2: The Tigard City Council adopts the “Staff Report to the City Council” (ZCA20015-00002) as findings in support of this decision; a copy of the staff report is attached hereto as **Exhibit “D”** and incorporated herein by this reference.

SECTION 3: City staff is directed to take all necessary measures to implement the annexation, including filing certified copies of the Ordinance with Metro for administrative processing, filing with state and county agencies as required by law, and providing notice to utilities.

SECTION 4: Pursuant to ORS 222.120(5), the effective date of the withdrawal of the property from Washington County Enhanced Sheriff’s Patrol District, Washington County Urban Roads Maintenance District, and Tigard Water District shall be the effective date of this annexation.

SECTION 5: In accordance with ORS 222.180, the annexation shall be effective upon filing with the Secretary of State.

PASSED: By _____ vote of all Council members present after being read by number and title only, this _____ day of _____, 2016.

Carol Krager, City Recorder

APPROVED: By Tigard City Council this _____ day of _____, 2016.

Approved as to form:

John L. Cook, Mayor

City Attorney

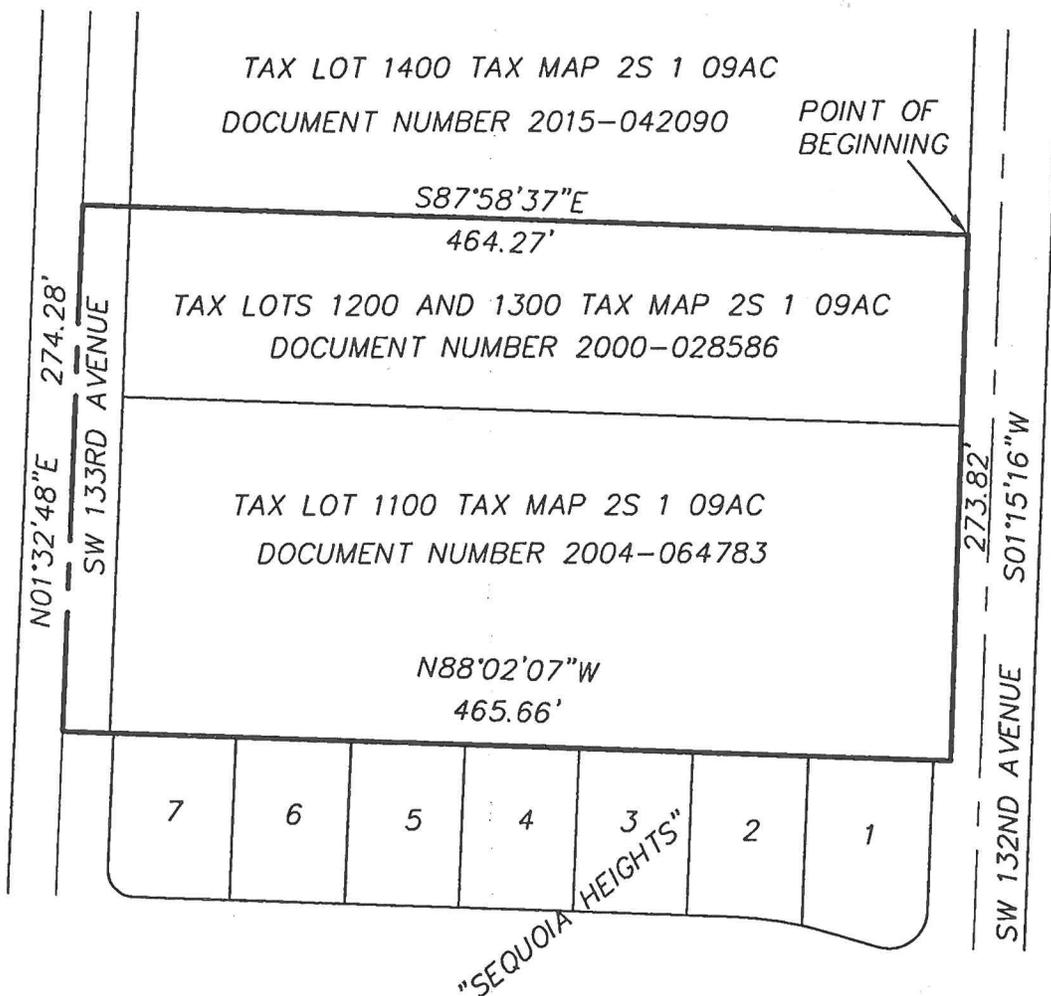
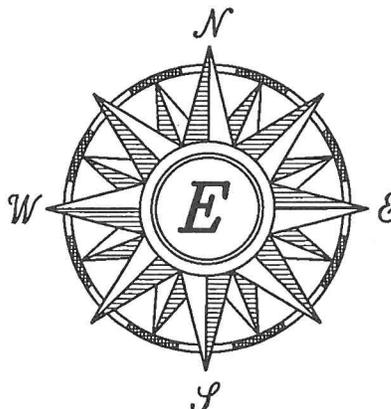
Date

NE 1/4 Section 9, T 2 S, R 1 W, W.M. Washington
County, Oregon
City of Tigard

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JANUARY 19, 1993
EDWARD KING PHELPS
2586

EXPIRES 12-31-16



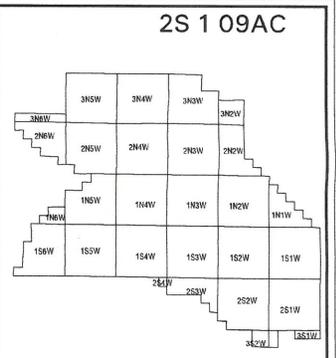
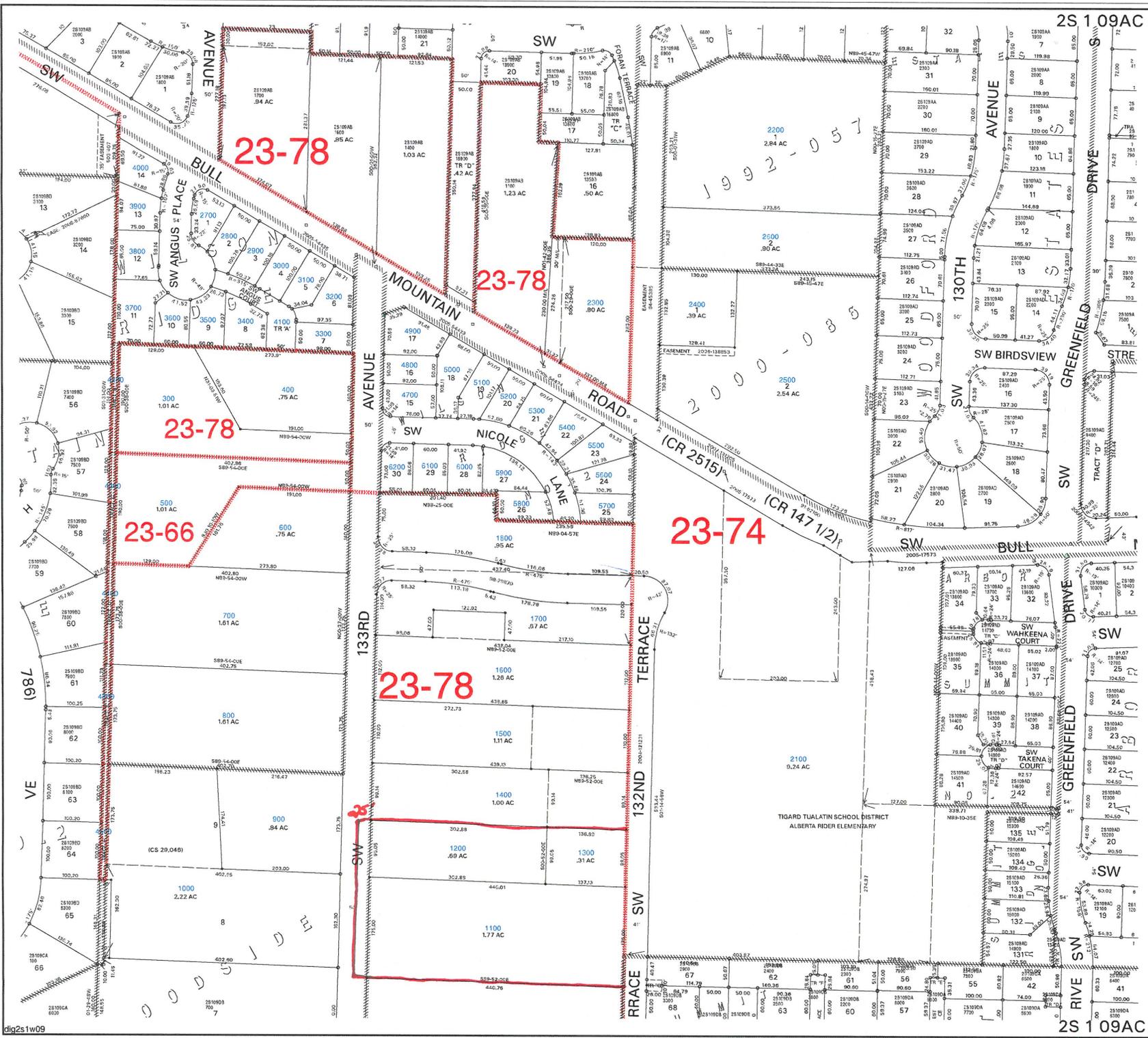
EMERIO
Design

6107 SW MURRAY BLVD. SUITE 147
BEAVERTON, OREGON 97008
PH: (503) 515-5528

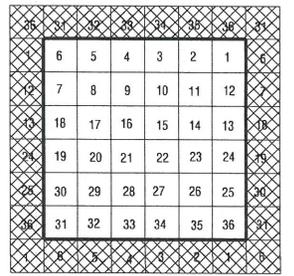
**ANNEXATION
LEGAL DESCRIPTION**

SAGE BUILT HOMES
PORTLAND, OREGON

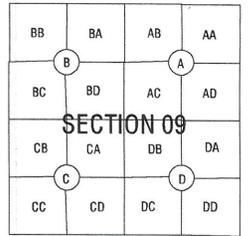
PROJECT NO. 152-011
DATE: 10-2-2015
BY: EKP
SCALE: 1"=100'
SHEET NO. 1 OF 1



WASHINGTON COUNTY OREGON
SW 1/4 NE 1/4 SECTION 09 T2S R1W W.M.
SCALE 1" = 100'



FOR ADDITIONAL MAPS VISIT OUR WEBSITE AT
www.co.washington.or.us



Cancelled Taxlots For: 2S109AC
100,200,1900,2000,2101,



PLOT DATE: April 04, 2013
FOR ASSESSMENT PURPOSES
ONLY - DO NOT RELY ON
FOR OTHER USE

Map areas delineated by either gray shading or a cross-hatched pattern are for reference only and may not indicate the most current property boundaries. Please consult the appropriate map for the most current information.

TIGARD
2S 1 09AC

EMERIO *Design*

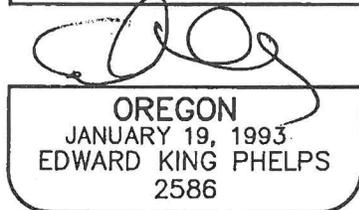
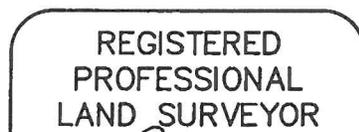
Civil Engineering
Land Survey
Land Use Planning
Construction Management

December 8, 2015

Tracts of land being those tracts described in Document Numbers 2000-028586 and 2004-064783, Washington County Deed Records, situated in the Northeast $\frac{1}{4}$ of Section 9, Township 2 South, Range 1 West, W.M., Washington County, Oregon, being more particularly described as follows:

Beginning at the southeast corner of that tract described in Document Number 2015-042090, said deed records; thence along the westerly right of way line of SW 132nd Avenue, S01°15'16"W, 273.82 feet; thence along the northerly line extended of the plat of "Sequoia Heights", N88°02'07"W, 465.66 feet to the centerline of SW 133rd Avenue; thence along the centerline of SW 133rd Avenue, N01°32'48"E, 274.28 feet; thence leaving said centerline and along the southerly line of that tract described in said Document Number 2015-042090, S87°58'37"E, 464.27 feet to the Point of Beginning.

Containing 127,415 square feet.



EXPIRES 12-31-16

Hearing Date: January 26, 2016 Time: 7:30 PM

**STAFF REPORT TO THE
CITY COUNCIL
FOR THE CITY OF TIGARD, OREGON**



120 DAYS = N/A

SECTION I. APPLICATION SUMMARY

FILE NAME: FRANZKE/RIRIE ANNEXATION
CASE NO: Zone Change Annexation (ZCA) ZCA2015-00002

APPLICANT: Richard A. Franzke Trust
 Mark Franzke, Trustee
 5620 SW riverside #1
 Portland, OR 97239

OWNER 1: Richard A. Franzke Trust
 By Richard A. Franzke Trustee
 14980 SW 133rd Ave.
 Tigard, OR 97224

OWNER 2: Ririe Living Trust
 By David & Mary Louise Ririe
 Trustees
 14920 SW 133rd Ave.
 Tigard, OR 97224

PROPOSAL: A request to annex three (3) parcels approximately 2.77 acres and one-half of adjoining right-of-way along SW 133rd Avenue into the City of Tigard.

LOCATION: 14920 SW 133rd Ave.; WCTM 2S109AC, Tax Lot 1200
 SW No Address; WCTM 2S109AC, Tax Lot 1300
 14980 SW 133rd Ave.; WCTM 2S109AC, Tax Lot 1100

COUNTY ZONE: R6: Residential, 5 units/acre minimum density, 6 units/acre maximum density. The purpose of the R-6 District is to implement the policies of the Comprehensive Plan for areas designated for residential development at no more than six (6) units per acre and no less than five (5) units per acre, except as specified by Section 300-2, Section 300-5, or Section 303-6. The intent of the R-6 District is to provide the opportunity for more flexibility in development than is allowed in the R-5 District.

EQUIVALENT CITY ZONE: R-7: Medium-Density Residential District. The R-7 zoning district is designed to accommodate attached single-family homes, detached single-family homes with or without accessory residential units, at a minimum lot size of 5,000 square feet, and duplexes, at a minimum lot size of 10,000 square feet. Mobile home parks and subdivisions are also permitted outright. Some civic and institutional uses are also permitted conditionally.

APPLICABLE REVIEW CRITERIA: The approval standards for annexations are described in Community Development Code Chapters 18.320 and 18.390; Comprehensive Plan Goal 1.1, Goal 11.1 (Policy 4), Goal 11.3 (Policy 6), and Goal 14.2 (Policy 1-4); ORS Chapter 222; and Metro Code Chapter 3.09.

SECTION II. STAFF RECOMMENDATION

Staff recommends that the Council find that the proposed annexation (ZCA2015-00002) meets all the approval criteria as identified in ORS Chapter 222, Metro Code Chapter 3.09, Community Development Code Chapters 18.320 and 18.390, and the following Comprehensive Plan Goals and Policies: Goal 1.1; Goal 11.1, Policy 4; Goal 11.3, Policy 6; and Goal 14.2, Policy 1-4. Therefore, staff recommends APPROVAL of ZCA2015-00002 by adoption of the attached ordinance.

SECTION III. BACKGROUND INFORMATION

The 2.77 acre annexation site is made up of three parcels located on the east side of SW 133rd Avenue, south of SW Bull Mountain Road. It is bordered by the City of Tigard on two sides. Two of the parcels (tax lots 1100 and 1200) are developed with single-family homes. The third parcel (tax lot 1300) is vacant. Annexation of half of the adjacent right-of-way along SW 133rd Avenue is also proposed. The owners are requesting annexation for future development of a 16 lot subdivision. That development is not part of this proposal.

Utilities are available in the area and can be extended to serve the site. Current Washington County zoning of the property is R-6. Upon annexation the site will be the equivalent city zoning (R-7: Medium Density Residential). Surrounding properties are a mix of city R-7 and county R-6 zoning.

SECTION IV. APPLICABLE CRITERIA, FINDINGS AND CONCLUSIONS

City: Community Development Code Chapters 18.320 and 18.390; Comprehensive Plan Goal 1.1; Goal 11.1 (Policy 4), and Goal 11.3 (Policy 6), Goal 14.2 (Policies 1-4).

State: ORS Chapter 222

Regional: Metro Code Chapter 3.09

A. CITY OF TIGARD COMMUNITY DEVELOPMENT CODE (TITLE 18)

Staff has determined that the proposal is consistent with the relevant portions of the Community Development Code based on the following findings:

Chapter 18.320.020.B: Approval Process and Standards.

Approval Criteria. The decision to approve, approve with modification, or deny an application to annex property to the City shall be based on the following criteria:

1. All services and facilities are available to the area and have sufficient capacity to provide service for the proposed annexation area;

The City of Tigard Comprehensive Plan's Public Facilities and Services Chapter states that for the purposes of the Comprehensive Plan, public facilities and services refer to stormwater management, water supply and distribution, wastewater management, community facilities, and private utilities. In addition the Comprehensive Plan Glossary includes public safety, parks, and transportation. All services are available to the proposed annexation site and have adequate capacity to serve existing and future development.

Water – City of Tigard/Tigard Water District. The property lies within the Tigard Water Service Area. The existing homes are both served by city water. There are existing water lines in both SW 132nd Terrace and SW 133rd Avenue, adjacent to the site. There is adequate capacity to serve future homes; however the existing water line in SW 133rd will need to be replaced with a larger line for the future 16-lot subdivision.

Sewer – City of Tigard. The existing homes utilize septic tanks. Homes in the future subdivision will be served by extension of the existing line in SW 132nd Terrace. Based on information supplied to the applicant by the City of Tigard Public Works Department, there is adequate capacity to serve the future homes. Existing public storm lines in adjacent streets will be extended to serve the development.

Streets – City of Tigard Engineering Division. The subject property is currently served by two public streets (SW 132nd Terrace and SW 133rd Avenue). A new public street extending from 132nd to 133rd will be constructed as part of the future development. The properties are within the Washington County Urban Road Maintenance District and will be removed from the district upon annexation.

Police – City of Tigard Police Department. Police services are currently provided by the Washington County Sheriff. If approved, the property will be withdrawn from the Enhanced Sheriff's Patrol District. Jim Wolf of the Tigard Police Department has reviewed the proposed annexation and has no objections.

Fire – Tualatin Valley Fire and Rescue (TVF&R). The subject property is in Tualatin Valley Fire and Rescue's (TVF&R's) service area. The TVF&R District currently provides services to site, which will not change following annexation. The Fire District has personnel and equipment in the area that can respond to an emergency incident and implement such actions as may be necessary for fire and/or rescue operations. A service provider letter from TVF&R was submitted with the application.

Parks–City of Tigard. There is an existing public park (Price Park) to the north and an open space (Terraview Greenway) to the east. The annexation and development of this property will not adversely impact the city's ability or capacity to provide parks. System Development Charges for Parks will be collected for any future homes constructed on the site.

CONCLUSION: Based upon this review, staff finds that all public services and facilities (as defined by the Comprehensive Plan) are available to the proposed annexation territory and have sufficient capacity to provide service. The proposed annexation will not reduce the level of services within the City of Tigard. This criterion is met.

2. The applicable Comprehensive Plan policies and implementing ordinance provisions have been satisfied.

FINDINGS: The following Comprehensive Plan goals and policies apply to the proposed annexation: Goal 1.1; Goal 11.1, Policy 4; Goal 11.3, Policy 6; and Goal 14, Policy 1- 4. Staff has determined that the proposal has satisfied the applicable Comprehensive Plan policies based on the following findings:

Goal 1.1: Citizen Involvement. The City shall provide citizens, affected agencies and other jurisdictions the opportunity to participate in all phases of the planning process.

The City maintains an ongoing citizen involvement program. To assure citizens will be provided an opportunity to be involved in all phases of the planning process, the City provides notice for Type IV land-use applications. The City posted, mailed and published notice of the public hearing as follows. The City posted the hearing notice at four public places on January 5, 2016: Tigard Library, Tigard City Hall, Tigard Permit Center, and at the subject property on 14920 & 14980 SW 133rd Avenue. The City published notice of the hearing in *The Tigard Times* for two successive weeks (January 14 & January 21, 2016) prior to the January 26, 2016, public hearing. The City also mailed notice to all interested parties and surrounding property owners within 500 feet on January 4, 2016.

Goal 11.1: Public Facilities and Services.

Policy 4. The City shall require the property to be located within the city limits prior to receiving City stormwater services.

Stormwater service will be provided by the City but lines will not be extended until development of the future subdivision. Drainage will be directed to stormwater facilities in the southeast portion of the project. A downstream analysis will be necessary as part of the subdivision application to determine what improvements must be provided by the applicant to accommodate the increased stormwater.

Goal 11.3: Public Facilities and Services.

Policy 6. The City shall require the property to be located within the city limits prior to receiving City wastewater services.

City of Tigard sanitary service is available in SW 132nd Terrace and must be extended to serve the future development. These future public lines within the proposed subdivision will be owned and maintained by

the City of Tigard. The applicant will not receive City services prior to annexation as the existing homes will continue to rely on existing septic tanks for sanitary service.

Goal: 14.2. Implement the Tigard Urban Services Agreement through all reasonable and necessary steps, including the appropriate annexation of unincorporated properties.

Policy 1. The City shall assign a Tigard zoning district designation to annexed property that most closely conforms to the existing Washington County zoning designation for that property.

The applicable Tigard zoning district designations are addressed below in the findings for Section 18.320.020.C.

Policy 2. The City shall ensure that capacity exists, or can be developed, to provide needed urban level services to an area when approving annexation.

Capacity has been addressed above under 18.320.020.B.1, consistent with this policy.

Policy 3. The City shall approve proposed annexations based on findings that the request:

A. can be accommodated by the City's public facilities and services; and

The availability of the City's public facilities and services has been addressed above under 18.320.020.B, consistent with this policy.

B. is consistent with applicable state statute.

As reviewed later in this report, staff finds that the provisions of ORS 222 have been met, consistent with this policy.

Policy 4. The City shall evaluate and may require that parcels adjacent to proposed annexations be included to: A) avoid creating unincorporated islands within the City; B) enable public services to be efficiently and effectively extended to the entire area; or C) implement a concept plan or sub-area master plan that has been approved by the Planning Commission or City Council.

The proposed annexation does not create an unincorporated island within the City, services can be efficiently provided by extending lines within adjacent public streets, and the site is not part of a concept plan or sub-area master plan. The City sent invitations to adjacent owners to join the annexation but did not receive any responses.

CONCLUSION: Annexation of additional parcels is not necessary at this time. The city has coordinated with all jurisdictions and agencies within/near the annexation site. The City of Tigard has the services/facilities available and at adequate capacity to serve the site. The proposed annexation is consistent with applicable Comprehensive Plan policies. This criterion is met.

Chapter 18.320.020.C

Assignment of comprehensive plan and zoning designations.

The comprehensive plan designation and the zoning designation placed on the property shall be the City's zoning district which most closely implements the City's or County's comprehensive plan map designation. The assignment of these designations shall occur automatically and concurrently with the annexation. In the case of land which carries County designations, the City shall convert the County's comprehensive plan map and zoning designations to the City designations which are the most similar.

FINDINGS: All of the subject property is currently zoned R-6 (Washington County). This zone is intended for residential development at no more than 6 units per acre and no less than 5 units per acre. Table 18.320.1 in the TDC summarizes the conversion of the County's plan and zoning designations to City designations which are most similar. According to this table, the City designation most similar to R-6 is R-7 zoning.

CONCLUSION: Upon annexation the property will be zoned R-7, which most closely implements Washington County's comprehensive plan and zoning designations (R-6). This criterion is met.

Chapter 18.390.060: Type IV Procedure

Annexations are processed by means of a Type IV procedure, as governed by Chapter 18.390 of the Community Development Code (Title 18) using standards of approval contained in 18.390.020.B, which were addressed in the previous section. Chapter 18.390 requires City Council to hold a hearing on an annexation. It also requires the City to provide notice at least 20 days prior to the hearing by mail and to publish notice at least 10 business days prior to the hearing; the City mailed notice on January 4, 2016 and published public notice in *The Tigard Times* for two successive weeks (January 14 & January 21, 2016) prior to the January 26, 2016 public hearing.

Additionally, Chapter 18.390.060 sets forth five factors for consideration when making a Type IV decision:

1. The Statewide Planning Goals and Guidelines adopted under Oregon Revised Statutes Chapter 197;

FINDINGS: The city’s Comprehensive Plan has been acknowledged by the Land Conservation and Development Commission to be in compliance with state planning goals and as reviewed above, the annexation proposal is consistent with Tigard Comprehensive Plan goals and policies.

CONCLUSION: The proposal is consistent with the city’s acknowledged Comprehensive Plan. Therefore, the proposal complies with statewide planning goals, including citizen involvement, public facilities, and urbanization.

2. Any federal or state statutes or regulations found applicable;

FINDINGS:

ORS 222:

State law (ORS 222.120(4)(b), ORS 222.125 and ORS 222.170(1)) allows for a city to annex contiguous territory when electors or landowners in the proposed annexation territory submit a petition to the legislative body of the city. In addition, ORS 222.111(2) allows for a city to act on its own motion to annex contiguous territory. A city is not required to hold an election for such an annexation if it follows the noticing procedures for a public hearing per ORS 222.120.

ORS 222.120 requires the city to hold a public hearing before its legislative body (City Council) and provide public notice to be published once each week for two successive weeks prior to the day of the hearing, in a newspaper of general circulation in the city, and shall cause notices of the hearing to be posted in four public places in the city for the same two week period.

The owners and registered voters of the subject parcels have signed petitions for annexation to the City. The site is contiguous to the City’s boundary. The City mailed notice on January 4, 2016, and published public notice in *The Tigard Times* for two successive weeks (January 14 & January 21, 2016) prior to the January 26, 2016 public hearing and posted the hearing notice for public view on January 5, 2016 in the Tigard Library, Tigard City Hall, Tigard Permit Center, and at the site on SW 132nd Terrace and SW 133rd Avenue.

CONCLUSION: Staff finds that the provisions of ORS 222 have been met.

3. Any applicable METRO regulations;

Chapter 3.09 of the Metro Code (Local Government Boundary Changes) includes standards to be addressed in annexation decisions, in addition to local and state review standards. Staff has reviewed the Metro regulations for Local Government Boundary Changes and addressed the applicable regulations (Metro Code 3.09.045(d) & (e) and 3.09.050) below:

FINDINGS:

Metro 3.09.045 (d) and (e)

The proposed annexation is not being reviewed through an expedited process, but subsections (d) of

Metro Code 3.09.050 requires that the standards of 3.09.045 (d) & (e) be addressed.

(d) To approve a boundary change through an expedited process, the city shall:

(1) Find that the change is consistent with expressly applicable provisions in:

(A) Any applicable urban service agreement adopted pursuant to ORS 195.065;

The Tigard Urban Service Agreement (TUSA) is between the City, County, Metro, and the service Districts for water, sewer, transportation, parks and public safety. The agreement outlines the role, provision, area, and planning/coordination responsibilities for service providers operating in the Tigard Urban Services Area. These services are addressed above at the beginning of this report.

The Urban Planning Area Agreement (UPAA) between the City and the County provides coordination of comprehensive planning and development, defines the area of interest, and includes policies with respect to the active planning area and annexation. The applicable annexation policies include the assignment of comprehensive plan and zoning designations addressed earlier in this report and acknowledgements that the City is the ultimate service provider of urban services within the Tigard Urban Service Area.

The City has followed all processing and notice requirements in the *UPAA*, providing notice to Washington County. The agreement states that “so that all properties within the Tigard Urban Service Area will be served by the City, the County and City will be supportive of annexations to the City.”

(B) Any applicable annexation plan adopted pursuant to ORS 195.205;

These statutes outline the process for annexations initiated by a city or district, including public hearings and voting procedures. This statute is not applicable since the annexation was initiated by the property owner. The applicant has submitted a petition to annex signed by both property owners and a majority of the registered voters.

(C) Any applicable cooperative planning agreement adopted pursuant to ORS 195.020(2) between the affected entity and a necessary party;

ORS195.020(2) speaks to cooperative agreements between counties or Metro with each special district that provides an urban service within the boundaries of the county or the metropolitan district. Special districts would include fire, water, school, and sewer districts. These districts are the same within the county and city with the exception of the sewer district, which will be the City of Tigard following development of the subdivision. Planning for these areas will still be considered by the same special districts upon annexation due to existing agreements with the City.

(D) Any applicable public facility plan adopted pursuant to a statewide planning goal on public facilities and services; and

The City of Tigard Public Facility Plan was adopted in 1991 in compliance with statewide planning goals and Oregon Administrative Rule 660-11. A revised plan is currently being developed as part of periodic review. New Comprehensive Plan goals and policies for public facilities were adopted in 2008 (Goal 11), and the applicable goals and policies were addressed previously in this report. The proposed annexation is consistent with the Tigard Public Facility Plan.

(E) Any applicable comprehensive plan; and

The Tigard Comprehensive Plan applies in this case. Applicable policies are satisfied as addressed previously in this report.

(2) Consider whether the boundary change would: (A) Promote the timely, orderly and economic provision of public facilities and services; (B) Affect the quality and quantity of urban services; and (C) Eliminate or avoid unnecessary duplication of facilities or services.

The proposed annexation will allow urban services to be provided to the site for future homes and for sites to the north and west that may want to annex. In addition, Tigard Police will serve the site instead of Washington County Sherriff. TVF&R will continue to provide service as it is a county-wide provider.

(e) A city may not annex territory that lies outside the UGB, except it may annex a lot or parcel that lies partially within and outside the UGB. Neither a city nor a district may extend water or sewer services from inside a UGB to territory that lies outside the UGB.

The property to be annexed is not outside the UGB. This criterion is not applicable.

Metro 3.09.050 (b)

(b) Not later than 15 days prior to the date set for a change decision, the approving entity shall make available to the public a report that addresses the criteria in subsection (d) below, and that includes at a minimum the following:

The staff report was available January 11, 2016, fifteen days prior to the public hearing.

(1) The extent to which urban services presently are available to serve the affected territory including any extra territorial extensions of service;

As addressed previously in this report, urban services are available and can be extended to the affected territory.

(2) Whether the proposed boundary change will result in the withdrawal of the affected territory from the legal boundary of any necessary party; and

The proposed territory will remain within Washington County but will be required to be withdrawn from the Washington County Enhanced Sheriff's Patrol District and Urban Road Service District upon completion of the annexation. This withdrawal is incorporated into the proposed ordinance.

(3) The proposed effective date of the boundary change.

The public hearing will take place January 26, 2016. If the Council adopts findings to approve ZCA2015-00002, the effective date of the annexation will be upon filing with the Secretary of State office in accordance with Oregon Revised Statutes (ORS 222.180).

(c) The person or entity proposing the boundary change has the burden to demonstrate that the proposed boundary change meets the applicable criteria.

The proposed boundary change meets the applicable criteria as demonstrated in this staff report.

(d) To approve a boundary change, the reviewing entity shall apply the criteria and consider the factors set forth in subsections (d) and (e) of Section 3.09.045.

The criteria and factors outlined in subsections (d) and (e) of Section 3.09.045 have been previously addressed in this report.

CONCLUSION: As shown in the above findings the proposed annexation satisfies the Metro Code regulations related to Local Government Boundary Changes. This criterion is met.

(Tigard CDC 18.390.060 continued)

4. Any applicable comprehensive plan policies; and

FINDINGS: Findings addressing the applicable Comprehensive Plan policies were provided previously in this report.

CONCLUSION: As previously demonstrated, the proposed annexation is consistent with all applicable comprehensive plan policies.

5. Any applicable provisions of the City's implementing ordinances.

FINDINGS: Resolution 15-07 extended previously approved incentives for property owners that voluntarily annex into the city limits for reasons that do not include the need for city services. These incentives include waiver of the annexation application fee, assistance with paperwork and, phasing in of increased property taxes. Because the annexation is needed to serve the site for future development, these incentives cannot be extended to the applicant. As demonstrated in previous sections of this report, the proposed annexation is consistent with all other applicable provisions of the Tigard Development Code.

CONCLUSION: Based upon the findings above, all applicable provisions of the city's implementing ordinances are satisfied

SECTION VII. AGENCY COMMENTS

Representatives of **City of Tigard Police and Public Works** reviewed the proposal and had no objections.

SECTION VIII. PUBLIC COMMENTS

The City mailed notice to surrounding property owners within 500 feet. No written public comments were received as of January 7, 2016.


PREPARED BY: Cheryl Caines
Associate Planner

January 11, 2016
DATE

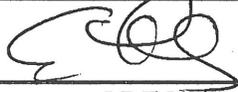

REVIEWED BY: Tom McGuire
Asst. Community Development Director

January 11, 2016
DATE

NE 1/4, Section 9, T 2 S, R 1 W, W.M. Washington
 County, Oregon
 City of Tigard

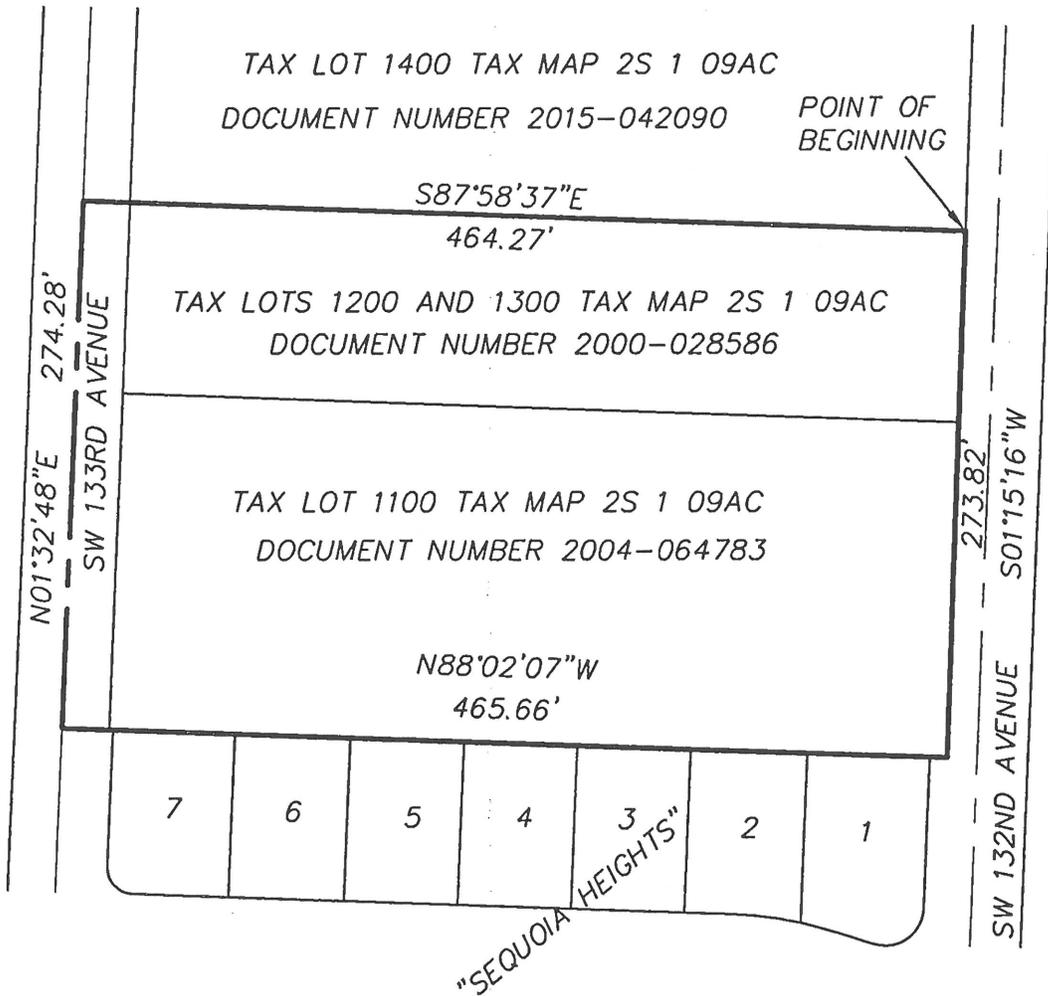
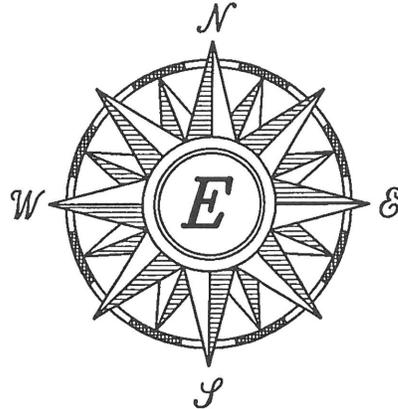
EXHIBIT A
 SHEET 2 OF 2

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR



OREGON
 JANUARY 19, 1993
 EDWARD KING PHELPS
 2586

EXPIRES 12-31-16



EMERIO
 Design

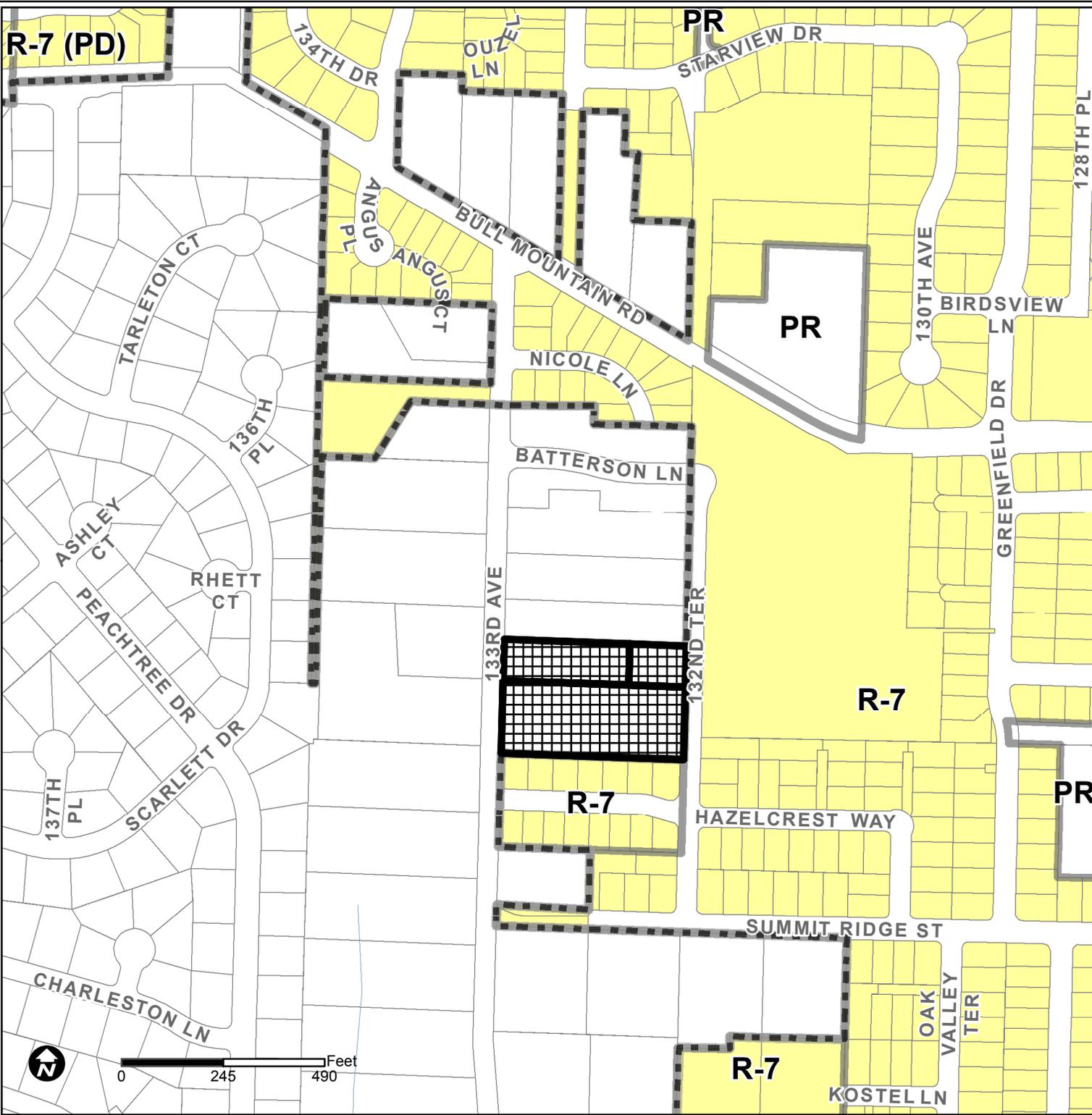
**ANNEXATION
 LEGAL DESCRIPTION**

6107 SW MURRAY BLVD. SUITE 147
 BEAVERTON, OREGON 97008
 PH: (503) 515-5528

SAGE BUILT HOMES
 PORTLAND, OREGON

PROJECT NO. 152-011
 DATE: 10-2-2015
 BY: EKP
 SCALE: 1"=100'
 SHEET NO. 1 OF 1

R-7 (PD)



Zoning Map

Generalized Zoning Categories

Legend

Subject Site

Zone Description

- Residential
- Mixed Use Residential
- Mixed Use Central Business District
- Commercial
- Mixed Use Employment
- Industrial
- Parks and Recreation
- Washington County Zoning

Overlay Zones

- Historic District Overlay
- Planned Development Overlay

Map Printed: 15-Dec-15

INFORMATION ON THIS MAP IS FOR GENERAL LOCATION ONLY AND SHOULD BE VERIFIED WITH THE DEVELOPMENT SERVICES DIVISION.

DATA IS DERIVED FROM MULTIPLE SOURCES. THE CITY OF TIGARD MAKES NO WARRANTY, REPRESENTATION, OR GUARANTEE AS TO THE CONTENT, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY OF THE DATA PROVIDED HEREIN. THE CITY OF TIGARD SHALL ASSUME NO LIABILITY FOR ANY ERRORS, OMISSIONS, OR INACCURACIES IN THE INFORMATION PROVIDED REGARDLESS OF HOW CAUSED.

COMMUNITY DEVELOPMENT DEPARTMENT

"A Place to Call Home"

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





City of Tigard

COMMUNITY DEVELOPMENT DEPARTMENT

Master Land Use Application

RECEIVED

OCT 26 2015

CITY OF TIGARD
PLANNING/ENGINEERING

LAND USE APPLICATION TYPE

- Adjustment/Variance (II)
- Comprehensive Plan Amendment (IV)
- Conditional Use (III)
- Development Code Amendment (IV)
- Downtown Design Review (II, III)
- Historic Overlay (II or III)
- Home Occupation (II)
- Minor Land Partition (II)
- Planned Development (III)
- Sensitive Land Review (II or III)
- Site Development Review (II)
- Subdivision (II or III)
- Zone Change (III)
- Zone Change Annexation (IV) #3294

NOTE: For required submittal elements, please refer to your pre-application conference notes.

PROPOSAL SUMMARY (Brief description)

Three parcels comprising 2.77 acres will be annexed into City of Tigard from unincorporated Washington County with a zone change to R-7 Medium Density Residential. After annexation, the 2.77 acres will be developed as a 16-lot subdivision.

PROPERTY INFORMATION (where proposed activity will occur)

Location (address if available): 14900 and 14920 SW 133rd Ave, SW 132 Terr
 Tax maps and tax lot #: 25109AC 1100, 1200, 1300
 Total site size: 2.77 acres Zoning classification: R-7

FOR STAFF USE ONLY

Case No.: ZCA 2015-00002
 Related Case No.(s): _____
 Application Fee: \$3294
 Application accepted:
 By: LS Date: 10/26/15
 Application determined complete:
 By: _____ Date: _____

I:\CURPLN\Masters\Land Use Applications Rev. 11/25/2014

APPLICANT INFORMATION

Name: Richard A. Franzke Trust, Mark Franzke
 Mailing address: 5620 SW Riverside #1 Trustee
 City/state: Portland, OR Zip: 97239
 Phone number: _____
 Primary contact name: _____
 Phone number: _____
 Email: mark.franzke@gmail.com

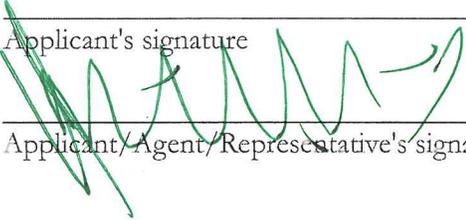
PROPERTY OWNER/DEED HOLDER INFORMATION (Attach list if more than one)

Name: Richard A. Franzke Trust - Mark A. Franzke, Trustee
 Mailing address: 5620 SW Riverside Ln. #1
 City/state: Portland, OR Zip: 97239
 Phone: _____ Email: mark.franzke@gmail.com

* When the owner and the applicant are different people, the applicant must be the purchaser of record or a lessee in possession with written authorization from the owner or an agent of the owner. The owners must sign this application in the space provided on the back of this form or submit a written authorization with this application.

THE APPLICANT(S) SHALL CERTIFY THAT:

- If the application is granted, the applicant shall exercise the rights granted in accordance with the terms and subject to all the conditions and limitations of the approval.
- All the above statements and the statements in the plot plan, attachments, and exhibits transmitted herewith, are true; and the applicants so acknowledge that any permit issued, based on this application, may be revoked if it is found that any such statements are false.
- The applicant has read the entire contents of the application, including the policies and criteria, and understands the requirements for approving or denying the application(s).

Applicant's signature 	<u>Mark A. Franzke</u> Print name	_____ Date
Applicant/Agent/Representative's signature	<u>Anne Marie Skimer</u> Print name	<u>10-20-15</u> Date
Applicant/Agent/Representative's signature	_____ Print name	_____ Date

SIGNATURES of each owner of the subject property required

Owner's signature	<u>Mark A. Franzke</u> Print name	_____ Date
Owner's signature	<u>Jean M. Foster</u> Print name	_____ Date
Owner's signature	<u>David L. Birie</u> Print name	_____ Date
Owner's signature	<u>Mary Louise Birie</u> Print name	_____ Date

MASTER LAND USE APPLICATION

PROPERTY OWNER/DEED HOLDER INFORMATION

Name: Richard A. Franzke Trust – Jean M. Foster, Trustee

Mailing address: 126 LaCerra Dr.

City/state: Rancho Mirage, CA Zip: 92270

Phone: 503-467-9305 Email: Jeanfoster84@gmail.com

Name: David L. Ririe and Mary Louise Ririe, Trustees Ririe Living Trust

Mailing address: 14920 SW 133rd Avenue

City/state: Tigard, OR

Phone: _____ Email: _____

PROPERTY OWNER/DEED HOLDER INFORMATION (Attach list if more than one)

Name: Richard A. Franzke Trust - Mark A. Franzke, Trustee
Mailing address: 5620 SW RiverSide Ln. #1
City/state: Portland, OR Zip: 97239
Phone: _____ Email: mark.franzke@gmail.com

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Mark A. Franzke
Applicant's signature

Mark A. Franzke
Print name

10/07/2015
Date

Applicant/Agent/Representative's signature

Print name

Date

Applicant/Agent/Representative's signature

Print name

Date

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Mark A. Franzke
Owner's signature

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10/07/2015
Date

Owner's signature

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Print name

Date

Owner's signature

David L. Birie
Print name

Date

Owner's signature

Mary Louise Birie
Print name

Date

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_____	<u>Mark A. Franzke</u>	_____
Applicant's signature	Print name	Date
_____	_____	_____
Applicant/Agent/Representative's signature	Print name	Date
_____	_____	_____
Applicant/Agent/Representative's signature	Print name	Date

SIGNATURES of each owner of the subject property required

_____	<u>Mark A. Franzke</u>	_____
Owner's signature	Print name	Date
<u>Jean M. Foster</u>	<u>Jean M. Foster</u>	<u>10/7/15</u>
Owner's signature	Print name	Date
_____	<u>David L. Pirie</u>	_____
Owner's signature	Print name	Date
_____	<u>Mary Louise Pirie</u>	_____
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MASTER LAND USE APPLICATION

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Applicant's signature	Print name	Date
_____	_____	_____
Applicant/Agent/Representative's signature	Print name	Date
_____	_____	_____
Applicant/Agent/Representative's signature	Print name	Date

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Owner's signature	Print name	Date
_____	<u>Jean M. Foster</u>	_____
Owner's signature	Print name	Date
<u>[Signature]</u>	<u>David L. Pirie</u>	<u>10/13/15</u>
Owner's signature	Print name	Date
<u>Mary Louise Pirie</u>	<u>Mary Louise Pirie</u>	<u>10/13/15</u>
Owner's signature	Print name	Date

MASTER LAND USE APPLICATION

RECEIVED
OCT 26 2015
CITY OF TIGARD
PLANNING/ENGINEERING

**ZONE CHANGE ANNEXATION
TAX LOTS 2S1 09AC 1100, 1200, 1300
14980 and 14920 SW 133rd AVE and 0 SW 132nd TERR**

Table of Contents

Application
Petition for Annexation
Certification of Registered Voters for Annexation Purposes
Certification of Property Ownership (Double Majority Method)
Warranty Deed for Tax Lot 1100
Warranty Deed to Tax Lots 1200 and 1300
Certification of Legal Description and Map
Tax Map
Printout of Property Owner Information from Geonet ArcGIS Service Washington County
Richard A. Franzke Trust documentation showing trustees
Death Certificate for Richard A. Franzke
Pre-Application Conference Notes

Service Provider Letters
Clean Water Services Sensitive Area Pre-Screening Site Assessment
Tualatin Valley Fire & Rescue

Conceptual Layout
Existing Conditions Map
Narrative

Exhibits
Exhibit A - Email from Greg Berry at City of Tigard
Exhibit B - Tigard Water Service Area
Exhibit C - Sewer Map
Exhibit D -As-builts of adjacent projects showing available sewer and storm
Exhibit E - Proposed Water Quality Tract location
Exhibit - Existing Storm and Sewer
Exhibit G - Storm Water System
Exhibit H - nearest neighborhood park, Elizabeth Price Park

Table of Contents
Zone Change Annexation
133rd Avenue

EMERIO
Design

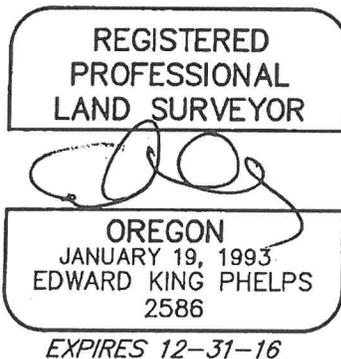
December 8, 2015

EXHIBIT A SHEET 1 OF 2

Tracts of land being those tracts described in Document Numbers 2000-028586 and 2004-064783, Washington County Deed Records, situated in the Northeast $\frac{1}{4}$ of Section 9, Township 2 South, Range 1 West, W.M., Washington County, Oregon; being more particularly described as follows:

Beginning at the southeast corner of that tract described in Document Number 2015-042090, said deed records; thence along the westerly right of way line of SW 132nd Avenue, S01°15'16"W, 273.82 feet; thence along the northerly line extended of the plat of "Sequoia Heights", N88°02'07"W, 465.66 feet to the centerline of SW 133rd Avenue; thence along the centerline of SW 133rd Avenue, N01°32'48"E, 274.28 feet; thence leaving said centerline and along the southerly line of that tract described in said Document Number 2015-042090, S87°58'37"E, 464.27 feet to the Point of Beginning.

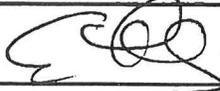
Containing 127,415 square feet.



NE 1/4 Section 9, T 2 S, R 1 W, W. M. Washington
 County, Oregon
 City of Tigard

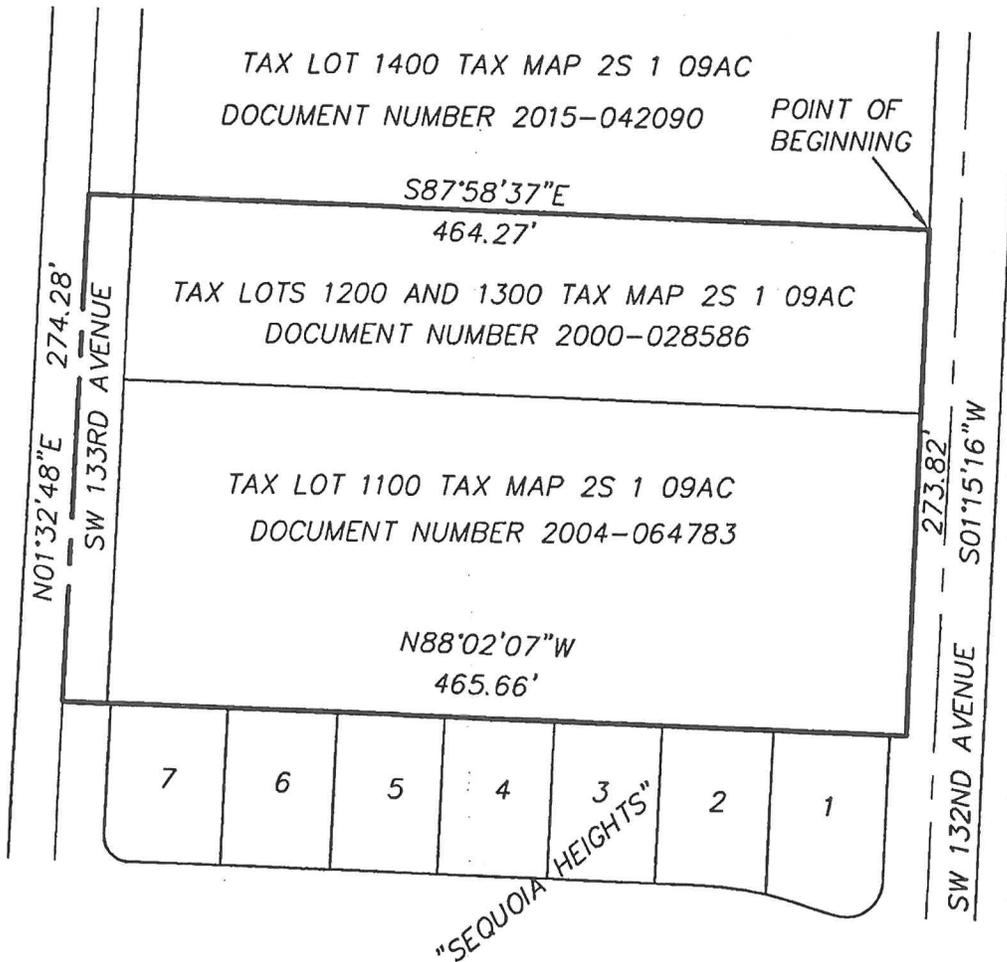
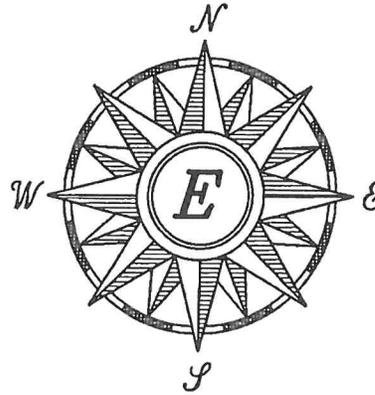
EXHIBIT A
 SHEET 2 OF 2

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR



OREGON
 JANUARY 19, 1993
 EDWARD KING PHELPS
 2586

EXPIRES 12-31-16



EMERIO
Design

6107 SW MURRAY BLVD. SUITE 147
 BEAVERTON, OREGON 97008
 PH: (503) 515-5528

**ANNEXATION
 LEGAL DESCRIPTION**

SAGE BUILT HOMES
 PORTLAND, OREGON

PROJECT NO. 152-011
 DATE: 10-2-2015
 BY: EKP
 SCALE: 1"=100'
 SHEET NO. 1 OF 1

mapcheck 3.txt

Parcel name: 3

North: 644337.2357	East : 7605253.4354
Line Course: S 01-15-16 W	Length: 273.82
North: 644063.4813	East : 7605247.4408
Line Course: N 88-02-07 W	Length: 465.66
North: 644079.4460	East : 7604782.0545
Line Course: N 01-32-48 E	Length: 274.28
North: 644353.6261	East : 7604789.4577
Line Course: S 87-58-37 E	Length: 464.27
North: 644337.2366	East : 7605253.4383

Perimeter: 1478.02 Area: 127,415 sq. ft. 2.93 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.0031 Course: N 71-44-33 E
Error North: 0.00096 East : 0.00292
Precision 1: 476,783.87



Clean Water Services File Number

15-003106

Sensitive Area Pre-Screening Site Assessment

1. Jurisdiction: ~~Tigard~~ Washington County

2. Property Information (example 1S234AB01400)

Tax lot ID(s): 2S109AC01100, 2S109AC01200, 2S109AC01300

Site Address:

City, State, Zip:

Nearest Cross Street: SW Bull Mountain and SW 132nd Terrace

3. Owner Information

Name: Richard Franzke

Company:

Address: 14920 SW 133rd Avenue

City, State, Zip: Tigard, OR 97224

Phone/Fax:

E-Mail:

4. Development Activity (check all that apply)

- Addition to Single Family Residence (rooms, deck, garage)
- Lot Line Adjustment Minor Land Partition
- Residential Condominium Commercial Condominium
- Residential Subdivision Commercial Subdivision
- Single Lot Commercial Multi Lot Commercial

Other

Annex into Tigard; then develop 16-lot subd

5. Applicant Information

Name: AnneMarie Skinner

Company: Emerio Design

Address: 8285 SW Nimbus Ave., Ste. 180

City, State, Zip: Beaverton, OR 97008

Phone/Fax: 971-330-1129

E-Mail: annemarie@emeriodesign.com

6. Will the project involve any off-site work? Yes No Unknown

Location and description of off-site work

7. Additional comments or information that may be needed to understand your project

I am working on the Annexation Narrative and need Service Provider comments from Clean Water.

This application does NOT replace Grading and Erosion Control Permits, Connection Permits, Building Permits, Site Development Permits, DEQ 1200-C Permit or other permits as issued by the Department of Environmental Quality, Department of State Lands and/or Department of the Army COE. All required permits and approvals must be obtained and completed under applicable local, state, and federal law.

By signing this form, the Owner or Owner's authorized agent or representative, acknowledges and agrees that employees of Clean Water Services have authority to enter the project site at all reasonable times for the purpose of inspecting project site conditions and gathering information related to the project site. I certify that I am familiar with the information contained in this document, and to the best of my knowledge and belief, this information is true, complete, and accurate.

Print/Type Name AnneMarie Skinner Print/Type Title Planning Director

ONLINE SUBMITTAL

Date 9/24/2015

FOR DISTRICT USE ONLY

Sensitive areas potentially exist on site or within 200' of the site. THE APPLICANT MUST PERFORM A SITE ASSESSMENT PRIOR TO ISSUANCE OF A SERVICE PROVIDER LETTER. If Sensitive Areas exist on the site or within 200 feet on adjacent properties, a Natural Resources Assessment Report may also be required.

Based on review of the submitted materials and best available information Sensitive areas do not appear to exist on site or within 200' of the site. This Sensitive Area Pre-Screening Site Assessment does NOT eliminate the need to evaluate and protect water quality sensitive areas if they are subsequently discovered. This document will serve as your Service Provider letter as required by Resolution and Order 07-20, Section 3.02.1. All required permits and approvals must be obtained and completed under applicable local, State, and federal law.

Based on review of the submitted materials and best available information the above referenced project will not significantly impact the existing or potentially sensitive area(s) found near the site. This Sensitive Area Pre-Screening Site Assessment does NOT eliminate the need to evaluate and protect additional water quality sensitive areas if they are subsequently discovered. This document will serve as your Service Provider letter as required by Resolution and Order 07-20, Section 3.02.1. All required permits and approvals must be obtained and completed under applicable local, state and federal law.

This Service Provider Letter is not valid unless _____ CWS approved site plan(s) are attached.

The proposed activity does not meet the definition of development or the lot was platted after 9/9/95 ORS 92.040(2). NO SITE ASSESSMENT OR SERVICE PROVIDER LETTER IS REQUIRED.

Reviewed by Chuck Marshall Date 9/28/15



WASHINGTON COUNTY
 Dept. of Land Use & Transportation
 Planning and Development Services Division
 Current Planning Section
 155 N. 1st Avenue, #350-13
 Hillsboro, OR 97124
 Ph. (503) 846-8761 Fax (503) 846-2908
 http://www.co.washington.or.us

**Request For Statement Of Service
 Availability (Service Provider Letter)**

- WATER DISTRICT: _____
- FIRE DISTRICT: TVF + R
- CITY OF: _____
- CLEAN WATER SERVICES (Sanitary Sewer)

Additionally, you'll need our separate, individual request forms titled:

- ◆ Clean Water Services (Surface Water Mgmt.)
- ◆ Tri-Met
- ◆ School
- ◆ Sheriff / Police
- ◆ Tualatin Hills Park & Recreation District

PROPOSED PROJECT NAME: 133rd Ave Subdivision

PROPOSED DEVELOPMENT ACTION: (DEVELOPMENT REVIEW, SUBDIVISION, MINOR PARTITION, SPECIAL USE)

Annexation into City of Tigard and 16-lot Subdivision
 EXISTING USE: 2 HOUSES PROPOSED USE: 16-lot Subdivision

IF RESIDENTIAL:
 NO. OF DWELLING UNITS: 16
 SINGLE FAM. 16 MULTI-FAM. 0

IF INDUSTRIAL/COMMERCIAL:
 TYPE OF USE: _____
 NO. OF SQ. FT. (GROSS FLOOR AREA) _____

IF INSTITUTIONAL:
 NO. SQ. FT. _____
 NO. STUDENTS/EMPLOYEES/MEMBERS: _____

*****ATTENTION SERVICE PROVIDER*****

THIS IS NOT A FIRE DISTRICT APPROVAL

The Fire District has personnel and equipment in the area that can respond to an emergency incident and implement such actions as may be necessary for fire and or rescue operations.

Drawings-Plans illustrating access and firefighting access and water supply requirements consistent with fire code standards shall be submitted to Washington County for their approval.

See approved-stamped plans for additional information.

Drew DeBois

Date: 09/29/15

Drew DeBois
 Deputy Fire Marshal/CFI
 Tualatin Valley Fire & Rescue
 20665 SW Blanton Street
 Aloha, Oregon 97078

PRE-APPLICATION DATE: 8-17-15

Service Provider: PLEASE RETURN THIS FORM TO:
 APPLICANT:

COMPANY: E-MERIG DESIGN
 CONTACT: ANNE MARIE SKIMER
 ADDRESS: ANNE.MARIE@EMERIGDESIGN.COM
 PHONE: 971-330-1129

OWNER(S):

NAME: Richard Franke / David Airie
 ADDRESS: 14900 / 14900 SW 133
Tigard, OR 97024
 PHONE: _____

Property Desc.: Tax Map(s): 351 09AC Lot Number(s): 1100, 1200, 1300

Site Size: 2.77 acres

Site Address: 14900 and 14900 SW 133; or SW 132

Nearest cross street (or directions to site):
133rd & Ball Mountain

Application and Narrative
for
14980, 14920 SW 133rd Avenue/0 SW 132nd Terrace
Zone Change Annexation
for
Richard Franzke and David Ririe
Emerio Design # 152-011

Applicant/Property Owner: **Richard A. Franzke Trust**
Mark R. Franzke and Jean M. Foster, Trustees
14980 SW 133rd Ave.
Tigard, OR 97224

Ririe Living Trust
David L. Ririe and Mary Louise Ririe, Trustees
14920 SW 133rd Ave.
Tigard, OR 97224

Applicant's Representative: Emerio Design, LLC
Anne Marie Skinner
8285 SW Nimbus Ave., Ste. 180
Beaverton, OR 97008
971-330-1129 (cell)

Location: SW 133rd Avenue and SW 132nd Terrace

Tax Lots: 2S109AC 01100, 01200, 01300

Area: 2.77 acres

Current Zoning: Washington County R-6

Requested Land Use Review: Zone Change Annexation from
Washington County's R-6 to City of
Tigard's R-7

Background and Site Information: The applicant requests approval for a Zone Change Annexation from unincorporated Washington County to the R-7 Medium Residential District zone in City of Tigard. The City's Comprehensive Plan Map Designation for the site is Medium Density Residential.

The subject site consists of three individual parcels. All three parcels are presently zoned R-6 (Residential 6 units per acre) in unincorporated Washington County. The first parcel is owned by Richard A. Franzke Trust and is addressed as 14980 SW 133rd Avenue, consisting of 1.77 acres. This parcel is improved with a single-family residence. The second parcel is owned by Ririe Living Trust, David L. Ririe and Mary Louise Ririe, Trustees, and is addressed as 14920 SW 133rd Avenue, consisting of 0.69 acres. This parcel is improved with a single-family residence. The third parcel is also owned by David L. Ririe and Mary Louise Ririe. It doesn't have an address and is unimproved with no residences. It consists of 0.31 acres. The total acreage of the three parcels to be annexed into the City of Tigard is 2.77 acres.

The subject properties currently utilize City of Tigard potable water services. Both existing houses have septic tanks for sewer purposes.

The subject site is generally located on the east side of SW 133rd Avenue, approximately 950 feet south of its intersection with SW Bull Mountain Road.

Upon successful completion of the annexation into the City and the zone change to R-7, the three parcels will be developed into a 16-lot subdivision. There will be one new public street running east to west from SW 132nd Terrace to SW 133rd Avenue. The lots will range in size from 5,000 square feet to approximately 6,600 square feet in area. The subdivision will utilize City of Tigard sanitary sewer and will continue use of Tigard's potable water.

The subject site does not contain any flood plain, drainage hazard areas or significant natural resources. The Sensitive Area Pre-Screening Site Assessment performed by Clean Water Services states: "Based on review of the submitted materials and best available information, Sensitive areas do not appear to exist on site or within 200' of the site."

City of Tigard Community Development Code (Title 18)

Chapter 18.320 ANNEXATIONS

Section 18.320.020 Approval Process and Standards

B. Approval Criteria. *The decision to approve, approve with modification, or deny an application to annex property to the city shall be based on the following criteria:*

1. ***All services and facilities are available to the area and have sufficient capacity to provide service for the proposed annexation area; and***

Response: The City of Tigard's Comprehensive Plan's Public Facilities and Services Chapter states that for the purposes of the Comprehensive Plan, Public Facilities and Services refers to Stormwater Management, Water Supply and Distribution, Wastewater Management, Community Facilities and Private Utilities. In addition the Comprehensive Plan Glossary includes public safety, parks and transportation. All services are or will be available to the proposed annexation properties and will have adequate capacity to serve future development. The individual services are discussed in detail below.

Water – City of Tigard: The properties are within the Tigard Water Service Area and the existing houses are already served by city water. As stated in a pre-application conference held on August 18, 2015 and as noted in an email received from Greg Berry from City of Tigard dated September 24, 2015 (see Exhibit A), the existing water line along the site must be replaced with a larger line to provide adequate service for the proposed 16-lot subdivision. Exhibit B of this submittal shows the site as being within the Tigard Water Service Area.

Sewer – City of Tigard: Presently the properties utilize septic tanks for sewer purposes. Existing sewer lines located in SW 132nd Terrace (see Exhibit C) will be extended to the site to provide service for the future development. Greg Berry from City of Tigard indicated in an email that existing sewers provide adequate capacity, if extended, to provide service to the site (see Exhibit A). Also see attached Exhibit D which are as-builts from 2005 showing sewer in SW 132nd Terrace and Exhibit F, which is from Clean Water

Services showing the City's sewer lines in SW 132nd Terrace immediately adjacent to the site.

Storm Water – City of Tigard: The City of Tigard is the current provider of storm water services in this area. Storm drainage will be directed to proposed storm water facilities to be located in the southeast corner of the future subdivision (see Exhibit E) and then to existing storm water manholes and lines in SW 132nd Terrace (see Exhibit G).

Streets – City of Tigard Engineering Division: The subject site's three parcels are currently served by two existing public streets, SW 133rd Avenue to the west and SW 132nd Terrace to the east. A proposed new public street extending east to west from SW 132nd to SW 133rd Avenue will be constructed as part of the new subdivision development. Right-of-way dedications and required street improvements along the site's street frontages of existing SW 132nd Terrace and SW 133rd Avenue will also take place as part of the new subdivision development. As per Exhibit A, Greg Berry indicates that with the additional right-of-way dedication and street improvements discussed at the pre-application conference, streets of adequate capacity may be made available.

Police – City of Tigard Police Department: Police services are currently provided by the Washington County Sheriff. If approved, the property will be withdrawn from the Enhanced Sheriff's Patrol District. In an email from Jim Wolf, Public Information Officer for City of Tigard Police Department, the applicant's representative was advised that comments from the Tigard Police Department regarding the proposed annexation would be relayed to City Planning Staff upon request.

Fire – Tualatin Valley Fire and Rescue (TVF&R): The subject site is in Tualatin Valley Fire and Rescue's (TVF&R's) service area. TVF&R currently provides services to the subject site, which will not change after the annexation. The Fire District has personnel and equipment in the area that can respond to emergency situations and perform any actions as may be necessary for fire and/or rescue operations. A service provider letter from Tualatin Valley Fire and Rescue has been provided in the submitted materials.

Parks – City of Tigard: This annexation and subsequent subdivision does not include any plans for future public parks. However, the R-7 residential zone requires a minimum of 20% of landscaping as well as a 15-foot rear and 15-foot front setback. This will provide adequate space on the property for lawn and play areas for each individual dwelling. Additionally, Elizabeth Price Park is located approximately 1,000 feet to the north of the subject site as seen in Exhibit H.

2. The applicable comprehensive plan policies and implementing ordinance provisions have been satisfied.

Response: The following Comprehensive Plan goals and policies apply to the proposed annexation: Goal 1.1; Goal 11; and Goal 14.2, Policy 1-4. This project satisfies, or will satisfy upon development, the applicable Comprehensive Plan policies based upon the following:

Goal 1.1: Provide citizens, affected agencies and other jurisdictions the opportunity to participate in all phases of the planning process.

Response: The City of Tigard provides notice for Type IV land use applications. The city will post, mail and publish notice of the applicable public hearings for this project as noted in Section 18.390.060 of the Tigard Community Development Code (TCDC).

Goal 11.1: Develop and maintain a stormwater system that protects development, water resources, and wildlife habitat.

Policy 1. The City shall require that all new development: A) construct the appropriate stormwater facilities or ensure construction by paying their fair share of the cost; B) comply with adopted plans and standards for stormwater management; and C) meet or exceed regional, state, and federal standards for water quality and flood protection.

Response: The development proposes to construct new stormwater facilities in the southeastern portion of the project. The proposed facilities will meet all required plans and standards for stormwater management and will meet or exceed regional, state and federal standards for water quality and flood protection.

Goal 11.2: Secure a reliable, high quality, water supply to meet the existing and future needs of the community.

Policy 8. The City shall require all new development needing a water supply to: A) connect to a public water system; B) pay a system development charge and other costs associated with extending service; C) ensure adequate pressure and volume to meet consumption and fire protection needs; and D) extend adequately sized water lines with sufficient pressure to the boundaries of the property for anticipated future extension.

Response: The subject site currently utilizes City of Tigard's water supply. Annexing into the City will allow the future development of a 16-lot subdivision to continue to use the City's water supply. As part of the development, the existing water lines will need to be replaced with larger lines to provide adequate capacity and pressure for the subdivision and for any anticipated future extension.

Goal 11.3: Develop and maintain a wastewater collection system that meets the existing and future needs of the community.

Policy 1. The City shall require that all new development: A) connect to the public wastewater system and pay a connection fee; B) construct the appropriate wastewater infrastructure; and C) comply with adopted plans and standards for wastewater management.

Response: As noted previously in this narrative, the existing residences rely on a septic tank system for wastewater management. It is the goal of the proposed development to utilize the City of Tigard’s wastewater system, thus the request for annexation. The wastewater system will be constructed in compliance with adopted plans and standards and all applicable fees will be paid at the time of construction.

Goal 11.4 Maintain adequate public facilities and services to meet the health, safety, education, and leisure needs of all Tigard residents.

Policy 4. The City shall require that all new development: A) can be provided fire and police protection; B) provide Tigard Police, Tualatin Valley Fire and Rescue, and the school districts the opportunity to comment on the proposal; C) have sufficient fire hydrants and fire flow; D) have a street layout and design that is accessible by emergency vehicles; and E) have buildings that meet fire and building code requirements.

Response: The City of Tigard Police Department, upon inquiry, let the applicant know that comment would be provided to City Planning Staff regarding adequacy of police protection for the proposed development. Comment was received from Tualatin Valley Fire and Rescue indicating service is adequate to emergency response to the new subdivision. City Planning Staff will notify the school districts of the proposal. The street layout and design, as well as fire hydrant placement and fire flow, will be designed to ensure accessibility by all emergency vehicles. Houses constructed on the newly-developed lots will have to meet all residential fire and building codes in place at the time of building permit application submittal.

Goal 11.5 Private utilities provide the needed energy and communication services for the community.

Policy 1. The City shall require that all new development: A) secure the required energy and communication utilities; B) place new utilities underground, when feasible, or pay an in-lieu-of fee when crossing or adjacent to a public right-of-way; and C) provide necessary easements for energy and communication services.

Response: The proposed new development will install the appropriate and required energy and communication utilities. New utilities will be placed underground when feasible. Any necessary easements for these utilities will be obtained as applicable.

Goal 14.2. Implement the Tigard Urban Services Agreement through all reasonable and necessary steps, including the appropriate annexation of unincorporated properties.

Policy 1. The City shall assign a Tigard zoning district designation to annexed property that most closely conforms to the existing Washington County zoning designation for that property.

Response: As previously noted in this narrative, the subject site is zoned R-6 in Washington County. As per Table 320-1 "Conversion Table for County and City Plan and Zoning Designations" contained in Chapter 18.320 of the Tigard Community Development Code (TCDC), the City's corresponding zone to the County's R-6 zone is R-7 SFR 5,000 square feet. This zone change annexation request is for the City's R-7 zoning designation upon annexation in accordance with the TCDC.

Policy 2. The City shall ensure that capacity exists, or can be developed, to provide needed urban level services to an area when approving annexation.

Response: Capacity issues have been addressed above in the responses for Section 18.320.020 B.1 at the beginning of this narrative.

Policy 3. The City shall approve proposed annexations based on findings that the request:

A. Can be accommodated by the City's public facilities and services; and

Response: The availability of the City of Tigard's public facilities and services has previously been noted at the beginning of this narrative in the responses for Chapter 18.320.020 B.1.

B. Is consistent with applicable state statute.

Response: The provisions of ORS 222, consistent with this policy, are addressed later in this narrative under the response for ORS 222.

C. Assignment of Comprehensive Plan and Zoning Designations. The comprehensive plan designation and the zoning designation placed on the property shall be the city's zoning district which most closely implements the city's or county's comprehensive plan map

designation. The assignment of these designations shall occur automatically and concurrently with the annexation. In the case of land which carries county designations, the city shall convert the county's comprehensive plan map and zoning designations to the city designations which are the most similar.

D. Conversion table. Table 320.1 summarizes the conversion of the county's plan and zoning designations to city designations which are most similar.

Response: The three parcels that comprise the subject site are currently zoned R-6 in unincorporated Washington County. This land use district is intended for a minimum density of five lots or units per acre and a maximum density of six lots or units per acre. Table 320.1 from Chapter 18.320 of the TCDC summarizes the conversion of the County's land use districts to City of Tigard designations that are most similar. Per said Table 320.1, the City's zone designation most similar to Washington County's R-6 land use district is City of Tigard's R-7 zone. This is the zone that is being requested for the subject site, and therefore this requirement is met.

Section 18.390.060 Type IV Procedure

A. Pre-application conference. A pre-application conference is required for all Type IV actions. The requirements and procedures for a preapplication conference are described in 18.390.080.C.

Response: Annexations are processed by means of a Type IV procedure, as governed by Chapter 18.390 of the TCDC. A pre-application conference for this zone change annexation request and subsequent subdivision development was held on August 18, 2015. City staff members present at the conference were Monica Bilodeau and Greg Berry.

G. Decision-making considerations. The recommendation by the commission and the decision by the council shall be based on consideration of the following factors:

1. The Statewide Planning and Goals and Guidelines adopted under Oregon Revised Statutes Chapter 197;

Response: As per Oregon Revised Statute 197.013 implementation and enforcement of acknowledged comprehensive plans and land use regulations are matters of statewide concern. Oregon Revised Statute 197.005 states that cities are responsible for the development of local comprehensive plans. The City of Tigard has an adopted comprehensive plan which is in compliance with Oregon Planning and Goals and Guidelines. As outlined throughout this narrative, this project has been shown to be in compliance with Tigard's Comprehensive Plan when developed. Therefore, when

developed, the project will also be in compliance with the Statewide Planning and Goals and Guidelines.

2. Any federal or state statutes or regulations found applicable;

Response: State law (ORS 222.120(4)(b), ORS 222.125 and ORS 222.170(1)) allows for a city to annex contiguous territory when owners of land in the proposed annexation territory submit a petition to the legislative body of the City. In addition, ORS 222.111(2) allows for a city to act on its own motion to annex contiguous territory. A city is not required to hold an election for such an annexation if it follows the noticing procedures for a public hearing per ORS 222.120.

ORS 222.120 requires the city to hold a public hearing before its City Council and provide public notice to be published once each week for two successive weeks prior to the day of the hearing, in a newspaper of general circulation in the city, and shall cause notices of the hearing to be posted in four public places in the city for the same two weeks period.

The owners of the concerned parcels have submitted a petition to the City of Tigard to annex their combined 2.77 acres into city limits. The subject parcels are contiguous to City of Tigard city limits. The city is responsible for the appropriate public noticing and publication. Upon proper application of the rules and procedures described above, the applicable provisions of ORS 222 will have been met.

3. Any applicable METRO regulations;

Response: Chapter 3.09 (Section 3.09.910) of the Metro Code applies to boundary changes within the boundaries of Metro or of urban reserves designated by Metro and any annexation of territory to the Metro boundary. In this case, the property is within the Metro boundary and is moving from unincorporated Washington County into City of Tigard within the boundaries of Metro. The notice requirements in the section apply to all boundary change decisions by a reviewing entity (in this case the City of Tigard) except expedited decisions. This is not an expedited decision.

As per Section 3.09.030, within 45 days after the City deems this application complete, they shall set a time for hearing and shall give required notice as outlined in that section.

Section 3.09.040 outlines the requirements for petitions. The petition for the boundary change must contain the following information: 1) the jurisdiction of the reviewing entity to act on the petition (**City of Tigard**); 2) a map and a legal description of the affected territory (**the map and certified legal description of the subject site are included as part of the application packet**); 3) for minor boundary changes, the names and mailing

addresses of all persons owning property and all electors within the affected territory as shown in the records of the tax assessor and county clerk (**see the Double Majority Worksheet for Annexation to the City of Tigard**); and 4) for boundary changes under ORS 198.855(3), 198.857, 222.125 or 222.170, statements of consent to the annexation signed by the requisite number of owners or electors (**not applicable**). The appropriate fee for this application was submitted to the City of Tigard with the application packet.

Section 3.09.045 pertains to expedited decisions. This request is not an expedited decision, therefore this section does not apply.

Section 3.09.050 discusses the hearing and decision requirements for decisions other than expedited decisions. The following information must be included in a report made available to the public no later than 15 days prior to the hearing date:

1. The extent to which urban services are available to serve the affected territory, including any extra territorial extensions of service (**As demonstrated throughout this narrative, urban services are available to the subject site and will be extended and/or expanded as necessary to the affected territory to adequately service the proposed development.**);
2. Whether the proposed boundary change will result in the withdrawal of the affected territory from the legal boundary of any necessary party (**The proposed area will remain within Washington County but will be required to withdraw from the Washington County Enhanced Sheriff's Patrol District and Urban Road Maintenance District upon completion of this annexation.**)

Information presented in this narrative demonstrates the proposed boundary change meets the applicable criteria.

4. Any applicable comprehensive plan policies; and

Response: Applicable comprehensive plan policies have been addressed previously in this narrative.

5. Any applicable provisions of the City's implementing ordinances.

Response: Provisions of the City's implementing ordinances either are not applicable or have been addressed previously in this narrative.



Anne Marie Skinner <annemarie@emeriodesign.com>

Adequately Provide Street Services

3 messages

Anne Marie Skinner <annemarie@emeriodesign.com>

Thu, Sep 24, 2015 at 3:20 PM

To: mikem@tigard-or.gov

Hi Mike,

I am working on an Annexation Narrative for the following parcels:

2S1 09AC 01100

2S1 09AC 01200

2S1 09AC 01300

The requirements state the narrative for an annexation request must provide information pertaining to "all services and facilities are available to the area and have sufficient capacity to provide service for the proposed annexation area".

Your name is listed as the contact for the Street Services Service Provider.

Once annexed, the plan is to submit a subdivision application to develop the site into a 16-lot single-family subdivision.

Please provide me with information pertaining to Streets services and facilities available to the site and if there is sufficient capacity to provide Streets services for the proposed annexation area. Ideally, I need this information from you by next Thursday, October 1, 2015.

If there is another individual to whom this should be directed, please let me know.

Thank you,
AnneMarie

--

Anne Marie Skinner

Planning Director

971.330.1129 | www.emeriodesign.com

8285 SW Nimbus Avenue, Suite 180

Beaverton, OR 97008

Greg Berry <greg@tigard-or.gov>

Thu, Sep 24, 2015 at 5:17 PM

To: "annemarie@emeriodesign.com" <annemarie@emeriodesign.com>

Cc: Monica Bilodeau <MonicaB@tigard-or.gov>, Cheryl Caines <cherylc@tigard-or.gov>

Streets- With the additional right-of-way dedication and street improvements discussed at the preapplication conference, streets of adequate capacity may be made available.

5 u h i k i l A

Sanitary Sewer- Existing sewers of adequate capacity may be extended to the site to provide service.

Water- As discussed during the preapplication conference, an existing line along the site must be replaced with a larger line to provide adequate.

From: Anne Marie Skinner [mailto:annemarie@emeriodesign.com]

Sent: Thursday, September 24, 2015 3:21 PM

To: Mike McCarthy

Subject: Adequately Provide Street Services

[Quoted text hidden]

DISCLAIMER: E-mails sent or received by City of Tigard employees are subject to public record laws. If requested, e-mail may be disclosed to another party unless exempt from disclosure under Oregon Public Records Law. E-mails are retained by the City of Tigard in compliance with the Oregon Administrative Rules "City General Records Retention Schedule."

Anne Marie Skinner <annemarie@emeriodesign.com>

Fri, Sep 25, 2015 at 10:47 AM

To: Greg Berry <greg@tigard-or.gov>

Cc: Monica Bilodeau <MonicaB@tigard-or.gov>, Cheryl Caines <cherylc@tigard-or.gov>

Hi Greg,

Thank you for the information.

AnneMarie

[Quoted text hidden]

Exhibit A

TIGARD WATER SERVICE AREA

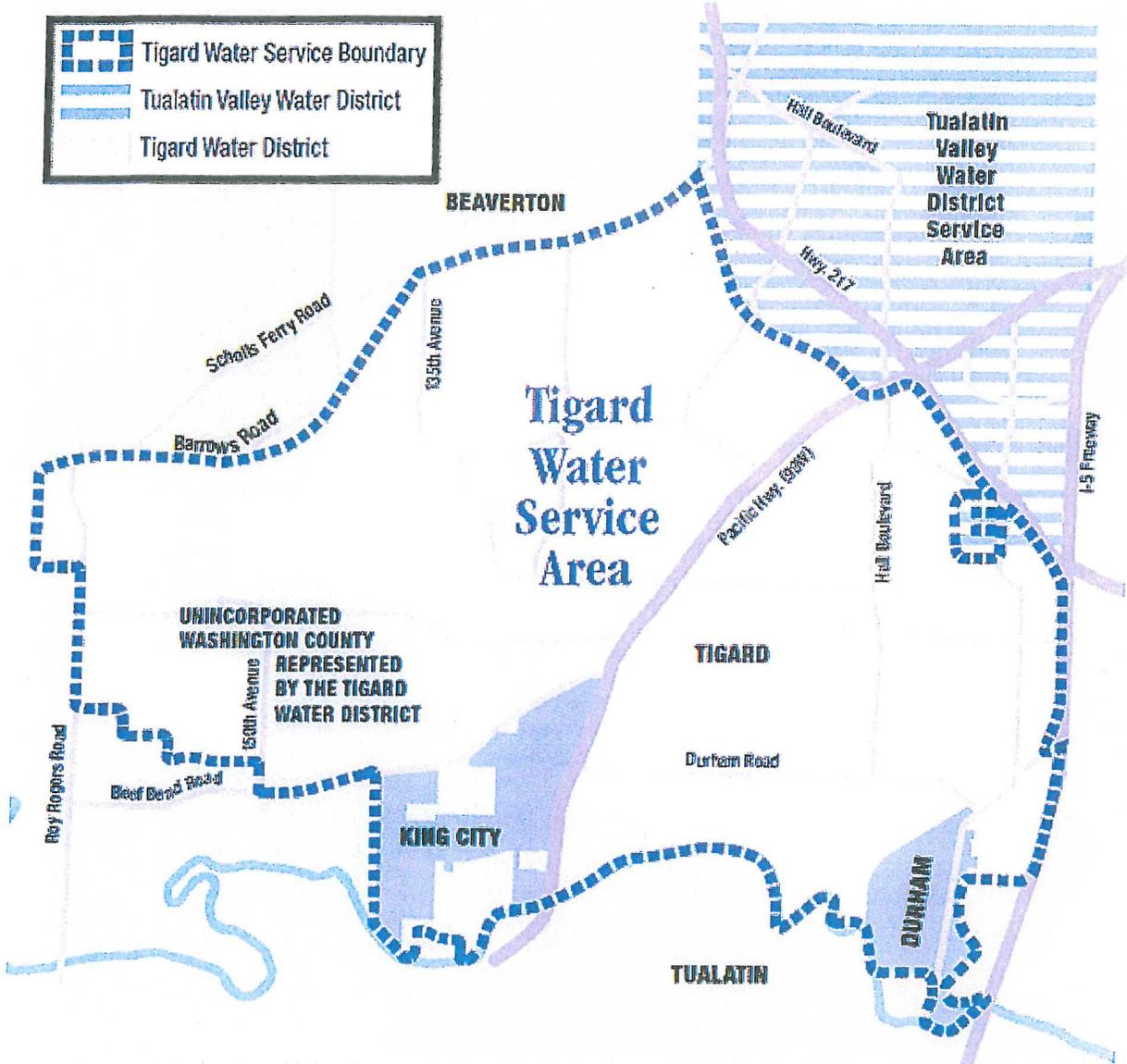
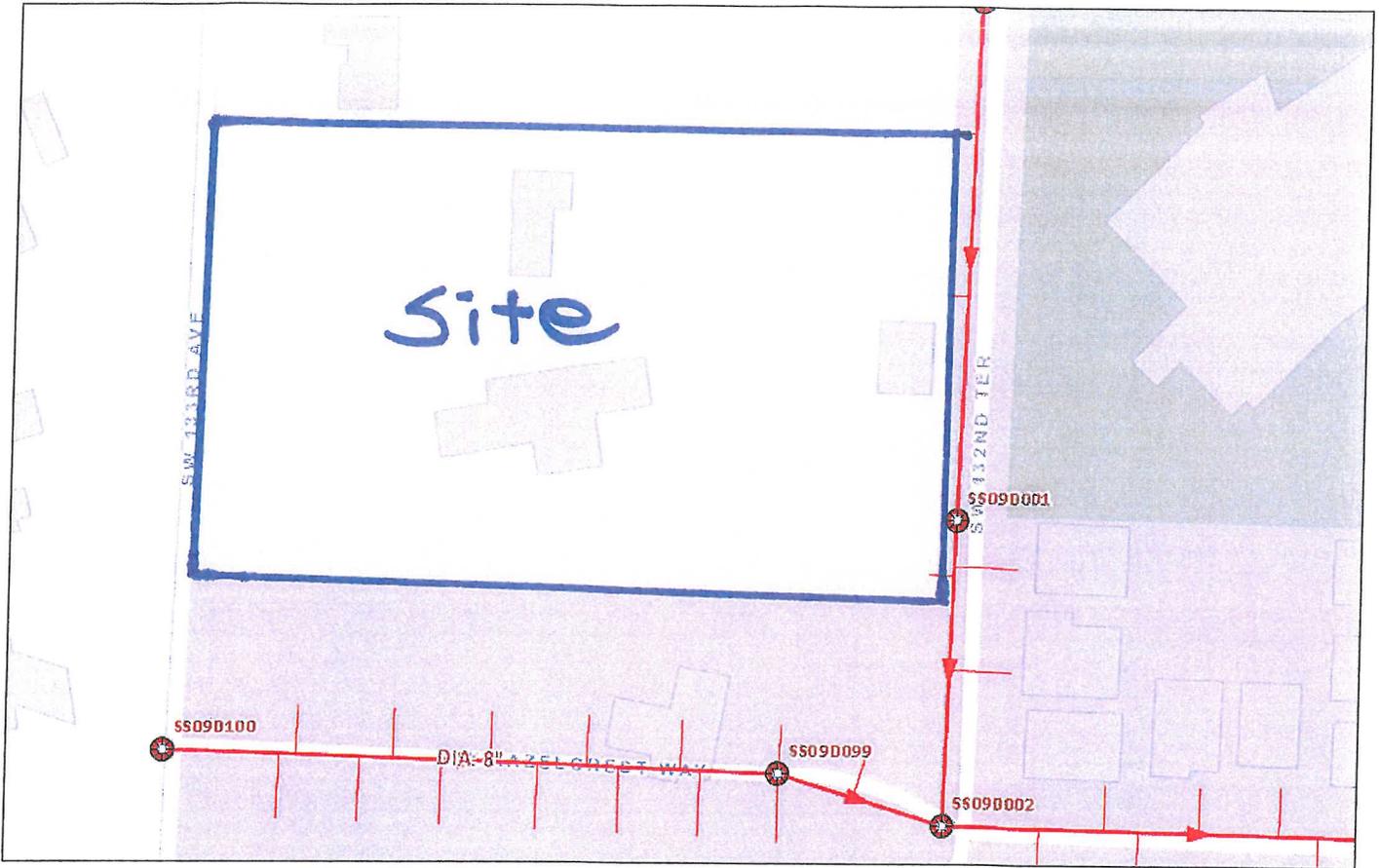


Exhibit B

Sewer



September 28, 2015

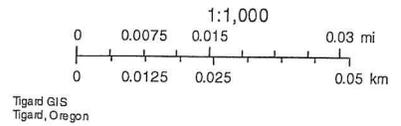
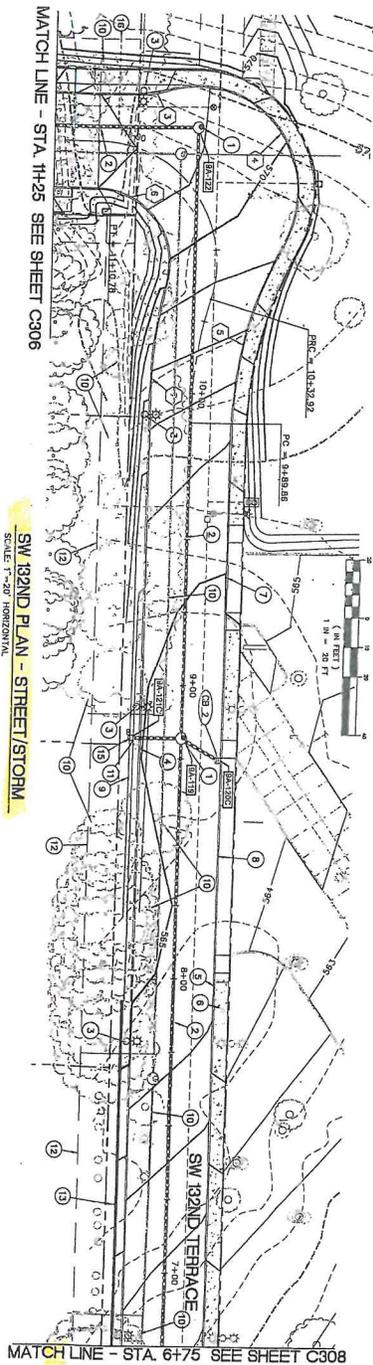
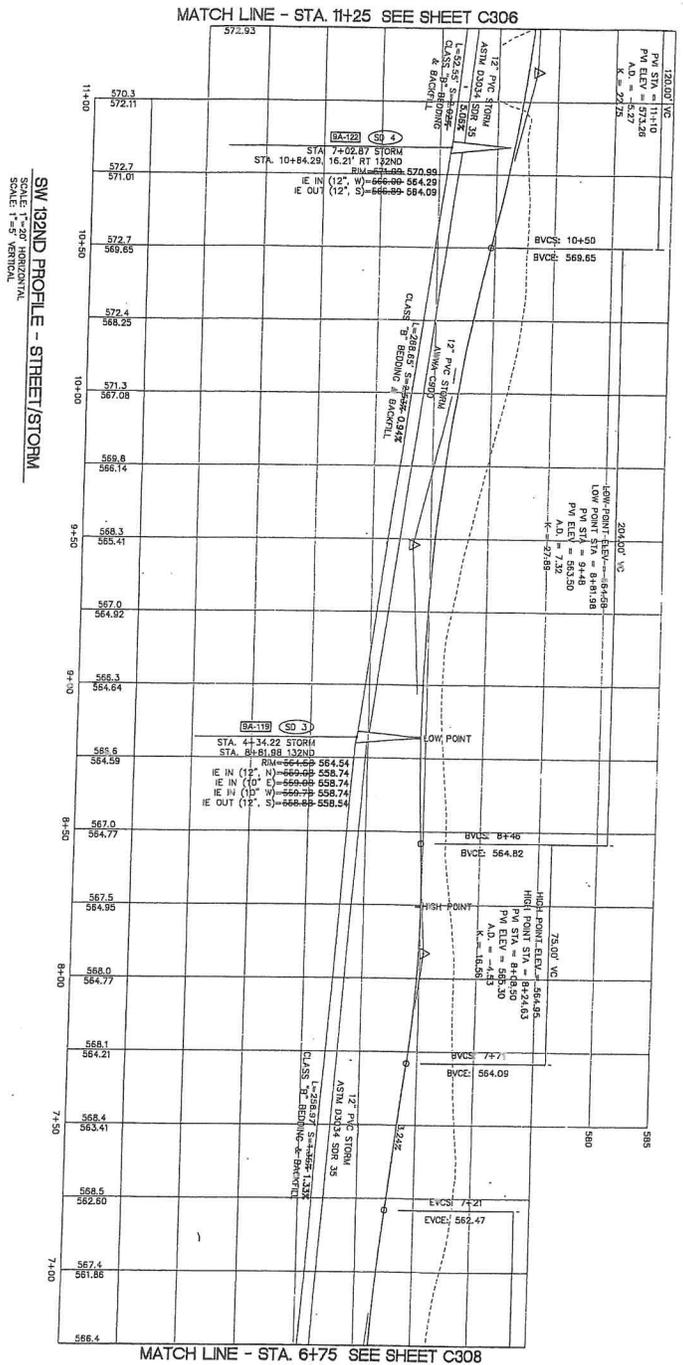


Exhibit C



- CONSTRUCTION KEYNOTES**
1. CONSTRUCT STORM DRAIN MANHOLE PER CLEAN WATER SERVICES DETAIL 010. SEE PROFILE FOR RIM & INVERT ELEVATIONS.
 2. PROPOSED STORM DRAIN LINE. SEE PROFILE FOR INFORMATION.
 3. CONSTRUCT VENTILATION CHIMNEY PER CITY OF TIGARD DETAIL NO. 125.
 4. CONSTRUCT CURB & GUTTER PER CITY OF TIGARD DETAIL NO. 128.
 5. CONSTRUCT 5.0' WIDE SIDEWALK PER CITY OF TIGARD DETAIL NO. 120.
 6. PER CITY OF TIGARD DETAIL NO. 142.
 7. PER CITY OF TIGARD DETAIL NO. 142.
 8. PER CITY OF TIGARD DETAIL NO. 142.
 9. FIELD VERIFY EXISTING CONDITIONS PRIOR TO CONSTRUCTION. SLOPE 2:1 TO DRAINAGE.
 10. REMOVE EXISTING TREES & BRUSH. COORDINATE WITH ADJACENT AND PROPERTY OWNERS.
 11. 12" PVC (ASTM D3034) SDR 35.0 LATERAL, RIGID & MARK ENDS. 1'-11/8" S-2-1009.
 12. 10.0' TEMPORARY CONSTRUCTION EASEMENT. CONSIDER TREE REMOVAL, LANDSCAPING & FENCING TO BE DONE ACCORDING TO FUTURE ADJACENT. RETAINING WALL (DESIGN BY OTHERS). SEE SHEET C300 & C&M FOR WALL PROFILE & CROSS SECTIONS.
 13. WALL PROFILE & CROSS SECTIONS.
 14. - NOT USED -
 15. INSTALL TEMPORARY CLEAN OUT. (E-560.13)
 16. 4" PVC (ASTM D3034) SDR 35.0 LATERAL, RIGID & MARK ENDS. 1'-3 1/2" S-2-1009. CONSIDER TREE REMOVAL, LANDSCAPING & FENCING TO BE DONE ACCORDING TO FUTURE ADJACENT. PRIOR TO HOODUP. SEE DETAIL #107 SHEET C300.



STORM DRAIN CURB INLET INFORMATION (C&M)

CONSTRUCT GUTTER PER CITY OF TIGARD DETAIL NO. 128. SEE PROFILE FOR RIM & INVERT ELEVATIONS. WATER SERVICES BRANDING NOT SHOWN FOR DETAIL.

* STATION AND OFFSET DISTANCES ARE 1/4" SCALE OF STRUCTURE AT FACE OF CURB. RIM ELEVATIONS ARE TAKEN AT FACE OF CURB.

CURB	STATION	STREET NAME	OUTLET
1	10+38.27	RT SW 132ND	571.50
2	10+38.27	RT SW 132ND	571.50
3	10+38.27	RT SW 132ND	571.50
4	10+38.27	RT SW 132ND	571.50
5	10+38.27	RT SW 132ND	571.50
6	10+38.27	RT SW 132ND	571.50
7	10+38.27	RT SW 132ND	571.50
8	10+38.27	RT SW 132ND	571.50
9	10+38.27	RT SW 132ND	571.50
10	10+38.27	RT SW 132ND	571.50
11	10+38.27	RT SW 132ND	571.50
12	10+38.27	RT SW 132ND	571.50
13	10+38.27	RT SW 132ND	571.50
14	10+38.27	RT SW 132ND	571.50
15	10+38.27	RT SW 132ND	571.50
16	10+38.27	RT SW 132ND	571.50
17	10+38.27	RT SW 132ND	571.50
18	10+38.27	RT SW 132ND	571.50
19	10+38.27	RT SW 132ND	571.50
20	10+38.27	RT SW 132ND	571.50
21	10+38.27	RT SW 132ND	571.50
22	10+38.27	RT SW 132ND	571.50
23	10+38.27	RT SW 132ND	571.50
24	10+38.27	RT SW 132ND	571.50
25	10+38.27	RT SW 132ND	571.50
26	10+38.27	RT SW 132ND	571.50
27	10+38.27	RT SW 132ND	571.50
28	10+38.27	RT SW 132ND	571.50
29	10+38.27	RT SW 132ND	571.50
30	10+38.27	RT SW 132ND	571.50
31	10+38.27	RT SW 132ND	571.50
32	10+38.27	RT SW 132ND	571.50
33	10+38.27	RT SW 132ND	571.50
34	10+38.27	RT SW 132ND	571.50
35	10+38.27	RT SW 132ND	571.50
36	10+38.27	RT SW 132ND	571.50
37	10+38.27	RT SW 132ND	571.50
38	10+38.27	RT SW 132ND	571.50
39	10+38.27	RT SW 132ND	571.50
40	10+38.27	RT SW 132ND	571.50
41	10+38.27	RT SW 132ND	571.50
42	10+38.27	RT SW 132ND	571.50
43	10+38.27	RT SW 132ND	571.50
44	10+38.27	RT SW 132ND	571.50
45	10+38.27	RT SW 132ND	571.50
46	10+38.27	RT SW 132ND	571.50
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51	10+38.27	RT SW 132ND	571.50
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53	10+38.27	RT SW 132ND	571.50
54	10+38.27	RT SW 132ND	571.50
55	10+38.27	RT SW 132ND	571.50
56	10+38.27	RT SW 132ND	571.50
57	10+38.27	RT SW 132ND	571.50
58	10+38.27	RT SW 132ND	571.50
59	10+38.27	RT SW 132ND	571.50
60	10+38.27	RT SW 132ND	571.50
61	10+38.27	RT SW 132ND	571.50
62	10+38.27	RT SW 132ND	571.50
63	10+38.27	RT SW 132ND	571.50
64	10+38.27	RT SW 132ND	571.50
65	10+38.27	RT SW 132ND	571.50
66	10+38.27	RT SW 132ND	571.50
67	10+38.27	RT SW 132ND	571.50
68	10+38.27	RT SW 132ND	571.50
69	10+38.27	RT SW 132ND	571.50
70	10+38.27	RT SW 132ND	571.50
71	10+38.27	RT SW 132ND	571.50
72	10+38.27	RT SW 132ND	571.50
73	10+38.27	RT SW 132ND	571.50
74	10+38.27	RT SW 132ND	571.50
75	10+38.27	RT SW 132ND	571.50
76	10+38.27	RT SW 132ND	571.50
77	10+38.27	RT SW 132ND	571.50
78	10+38.27	RT SW 132ND	571.50
79	10+38.27	RT SW 132ND	571.50
80	10+38.27	RT SW 132ND	571.50
81	10+38.27	RT SW 132ND	571.50
82	10+38.27	RT SW 132ND	571.50
83	10+38.27	RT SW 132ND	571.50
84	10+38.27	RT SW 132ND	571.50
85	10+38.27	RT SW 132ND	571.50
86	10+38.27	RT SW 132ND	571.50
87	10+38.27	RT SW 132ND	571.50
88	10+38.27	RT SW 132ND	571.50
89	10+38.27	RT SW 132ND	571.50
90	10+38.27	RT SW 132ND	571.50
91	10+38.27	RT SW 132ND	571.50
92	10+38.27	RT SW 132ND	571.50
93	10+38.27	RT SW 132ND	571.50
94	10+38.27	RT SW 132ND	571.50
95	10+38.27	RT SW 132ND	571.50
96	10+38.27	RT SW 132ND	571.50
97	10+38.27	RT SW 132ND	571.50
98	10+38.27	RT SW 132ND	571.50
99	10+38.27	RT SW 132ND	571.50
100	10+38.27	RT SW 132ND	571.50

STREET LIGHTS
 30' BRONZE (5' MOUNTING HEIGHT)
 150 WATT SENSIX ON 8' MOUNT ARMS
 (PER AMERICAN LAMP & 132ND TERMS)

RECORD DRAWINGS
 DRAWN BY: _____ DATE: _____
 CHECKED BY: _____ DATE: _____

REVISIONS

NO.	DATE	DESCRIPTION
1	10/31/05	RECORD DRAWINGS

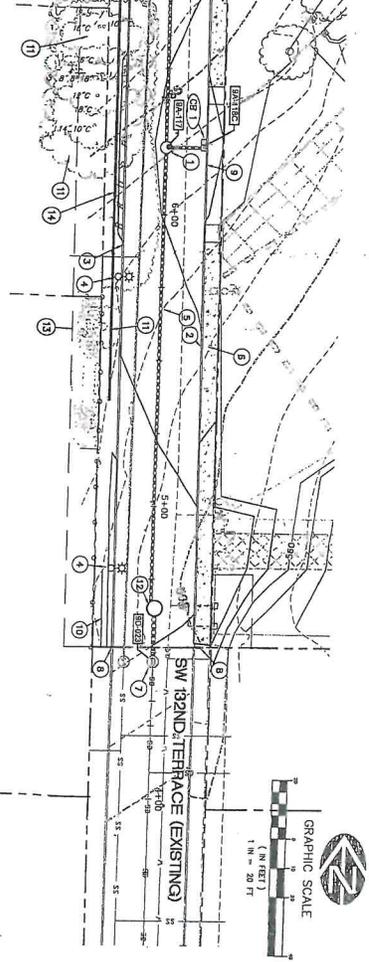
WESTLAKE CONSULTANTS INC.
 ENGINEERING • SURVEYING • PLANNING
 16110 SW 85TH AVENUE SUITE 100
 TIGARD OREGON 97224 FAX (503) 684-8862

PROFESSIONAL ENGINEER
 No. 12345
 EXPIRES 6-30-2006

SW 132ND - STREET & STORM
 STA. 11+25 TO STA. 6+75

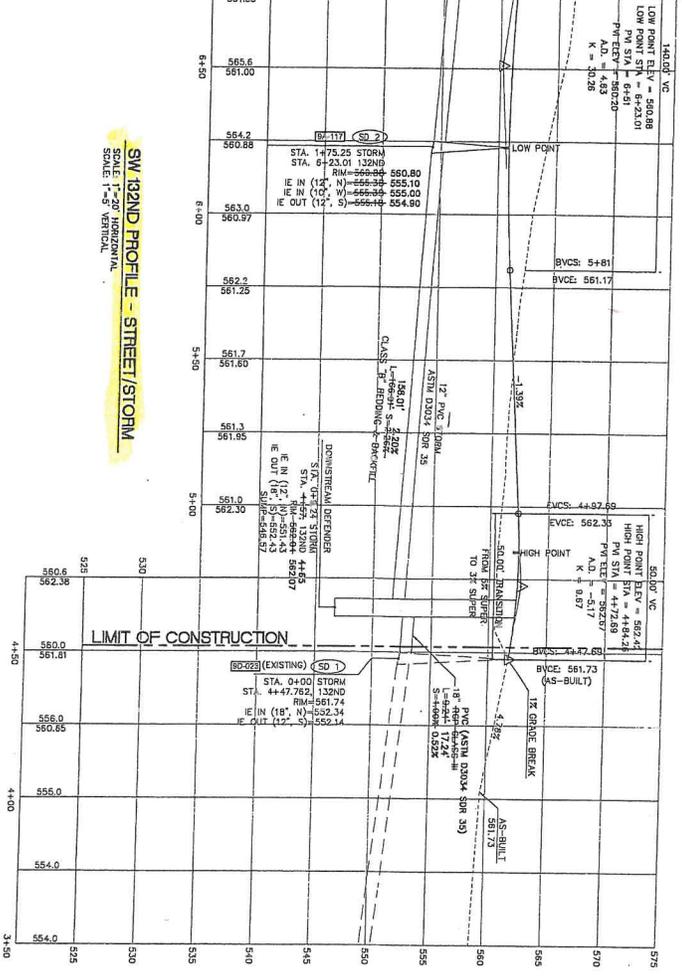
SHEET C307
 JOB NO. 165803K

MATCH LINE - STA. 6+75 SEE SHEET C307



SW 132ND PLAN - STREET/STORM
SCALE: 1" = 20' HORIZONTAL

MATCH LINE - STA. 6+75 SEE SHEET C307



SW 132ND PROFILE - STREET/STORM
SCALE: 1" = 5' VERTICAL



CONSTRUCTION REMARKS

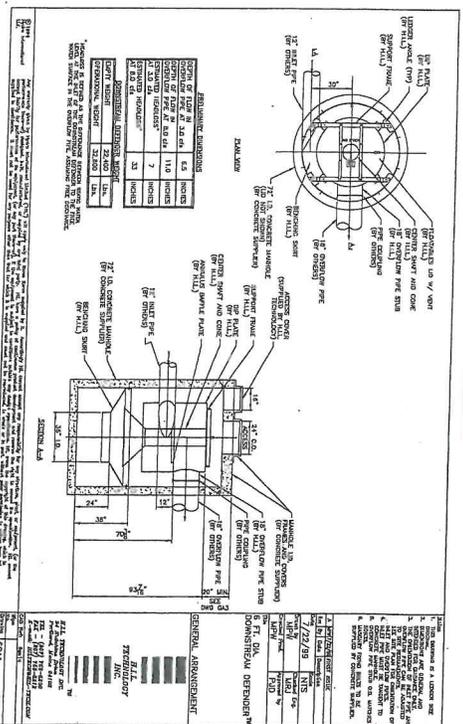
- CONSTRUCT STORM DRAIN MANHOLE PER CLEAN WATER SERVICES DETAIL 010. SEE PROFILE FOR RIM AND MANHOLE ELEVATIONS.
- CONSTRUCT CURB & CUTTER PER CITY OF TOLAND DETAIL NO. 128
- CONSTRUCT VERTICAL CURB PER CITY OF TOLAND DETAIL NO. 125
- PROPOSED STREET LIGHT.
- PROPOSED STORM DRAIN LINE. SEE PROFILE FOR INFORMATION.
- CONSTRUCT 3.0' WIDE SIDEWALK PER CITY OF TOLAND DETAIL NO. 130
- CORRECT TO EXISTING STORM MANHOLE. SEE PROFILE FOR RIM & INVERT ELEVATIONS.
- MATCH EXISTING IMPROVEMENTS.
- ST. 6+17, 14.0' RT. CONSTRUCT 41.5" WIDE COMMERCIAL BIKEWAY PER CITY OF TOLAND DETAIL NO. 142
- FIELD VERIFY EXISTING CONDITIONS PRIOR TO CONSTRUCTION. SLOPE 2:1 TO ROADWAY WITH DRAINING GROUND.
- REMOVE EXISTING TREES & BRUSH, COORDINATE WITH ARBORIST.
- INSTALL 6.0" DIAMETER DOWNSTREAM DEFENDER PER MANUFACTURER'S 1/2" HP REQUIREMENTS. SEE PROFILE FOR RIM & INVERT INFORMATION.
- 1/2" HP DOWNSTREAM CONSTRUCTION EASEMENT, GRADING, TREE REMOVAL, LANDSCAPING & FERTILIZER TO BE DONE ACCORDING TO PRIVATE AGREEMENT.
- RETAINING WALL & GREEN SOLUTIONS. SEE SHEET C300 & C301 FOR WALL PROFILE & GREEN SOLUTIONS.

STORM DRAIN CURB INLET INFORMATION (CS-1)

CONSTRUCT TYPE 1 CURB AND GUTTER PER CLEAN WATER SERVICES DRAWING NO. 220. SEE SHEET C301 FOR DETAIL.
 *STATION AND OFFSET DISTANCES ARE 1' UNLESS OTHERWISE NOTED AT FACE OF CURB. RIM ELEVATIONS ARE TAKEN AT FACE OF CURB.
 CS-1 (EXISTING) 14.0' RT (SW 132ND) (CENTER OF SOUTH DRAIN)
 STA. 6+23.01
 RIM ELEV. = 555.10
 INVERT ELEV. = 554.90
 1/2" HP PVC AWWA C300
 2' DIAMETER
 11.5% SLOPE

STREET LIGHTS

30" BRONZE (25' MOUNTING HEIGHT)
 100 WATT SODIUM VAPOR OR 60 WATT LED
 (SEE BRUSHING TABLE & 132ND TERRACE)



NO.	REVISIONS	DATE	BY	CHKD.
1	RECORD DRAWINGS	10/31/05	MPC	PRT

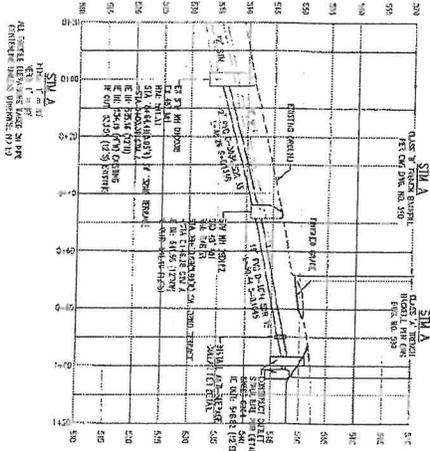
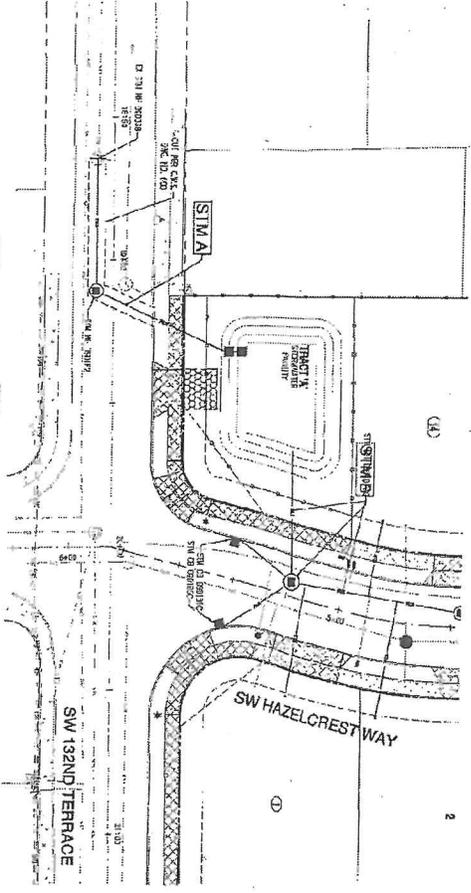
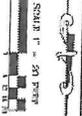
RECORD DRAWINGS
 DRAWN BY: _____ DATE: _____
 CHECKED BY: _____ DATE: _____

SUMMIT RIDGE STREET IMPROVEMENTS
 TIGARD, OREGON

SW 132ND - STREET & STORM
 STA. 6+75 TO STA. 7+50

WESTLAKE CONSULTANTS INC.
 ENGINEERING SURVEYING PLANNING
 PACIFIC CORPORATE CENTER
 1515 SW 36TH AVENUE SUITE 1600 TIGARD, OREGON 97260
 FAX (503) 684-6812
 WWW.WESTLAKECONSULTANTS.COM





- NOTES:
1. SEE PLAN SHEET FOR THE LOCATION OF THE STORM SEWER.
 2. THE STORM SEWER SHALL BE 18" DIA. WITH A 1% SLOPE.
 3. ALL ELEVATIONS SHALL BE TO THE CENTERLINE OF THE SEWER.
 4. THE SEWER SHALL BE 18" DIA. WITH A 1% SLOPE.
 5. SEE PLAN SHEET FOR THE LOCATION OF THE SEWER.

AS-BUILT DISCLAIMER:
 AS-BUILT INFORMATION IS BASED ON A COMPARISON OF THE
 SURVEY INFORMATION AND VISUAL OBSERVATIONS OF THE ENGINEER
 AFTER CONSTRUCTION WAS COMPLETED. AS-BUILT ARE ONLY
 FOR PUBLIC UTILITY IMPROVEMENTS AND PRIVATE STREET.

STORM SEWER 'A' PLAN AND PROFILE

**SEQUOIA HEIGHTS
 SUBDIVISION AS-BUILTS**
 CITY OF TIGARD CASE FILE SUB2013-0002

JNS DESIGNING AND ENGINEERING, LLC
 2810 SE GARDENWAY BL
 SUITE 100
 TIGARD, OR 97146
 PHONE: (503) 255-2795
 FAX: (503) 255-2895
 WWW: JNS-DE.COM

AKS
 ENGINEERING • PLANNING • SURVEYING
 FORESTRY • LANDSCAPE ARCHITECTURE

C201

436 NUMBER
 3346 SHEET

DATE: 07/20/11

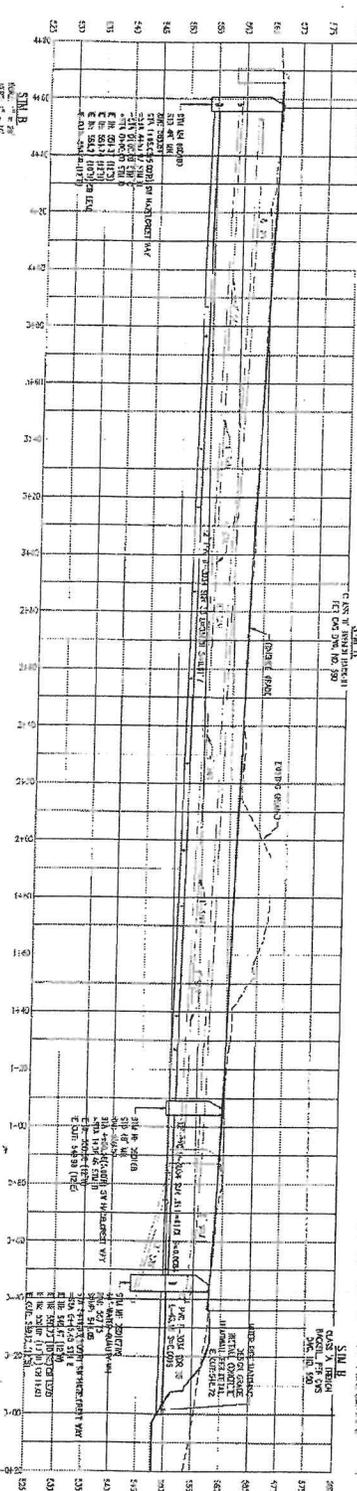
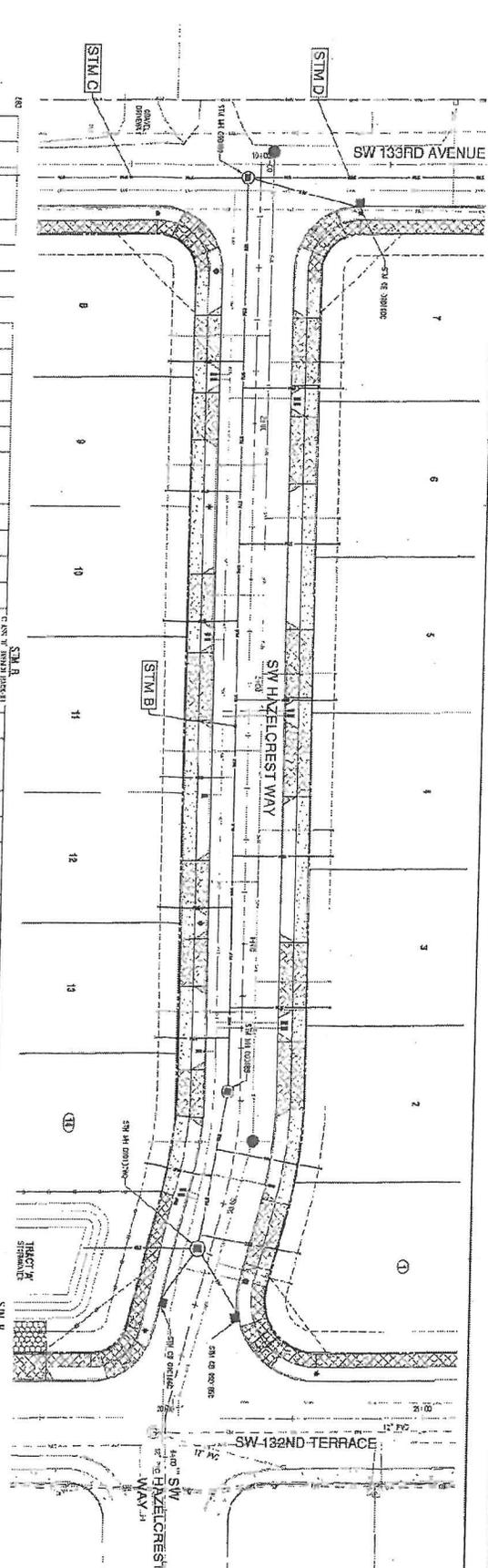
PROJECT: SW 132ND TERRACE

SCALE: AS SHOWN

DATE: 07/20/11

PROJECT: SW 132ND TERRACE

SCALE: AS SHOWN



1. REEL SHALL BE MADE BY 1/4" OF CONCRETE
2. CONCRETE SHALL BE 2800 PSI AT DATE OF CAST
3. REEL SHALL BE MADE BY 1/4" OF CONCRETE
4. CONCRETE SHALL BE 2800 PSI AT DATE OF CAST
5. REEL SHALL BE MADE BY 1/4" OF CONCRETE
6. CONCRETE SHALL BE 2800 PSI AT DATE OF CAST

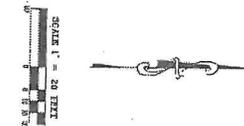
CATCH BASIN TABLE

NO.	DATE	BY	CHKD	REV.	REASON	DATE	BY	CHKD	REV.	REASON
1	01-14-10	...	...	...	...	...	...	...	...	...
2	01-14-10	...	...	...	...	...	...	...	...	...
3	01-14-10	...	...	...	...	...	...	...	...	...
4	01-14-10	...	...	...	...	...	...	...	...	...
5	01-14-10	...	...	...	...	...	...	...	...	...
6	01-14-10	...	...	...	...	...	...	...	...	...
7	01-14-10	...	...	...	...	...	...	...	...	...
8	01-14-10	...	...	...	...	...	...	...	...	...
9	01-14-10	...	...	...	...	...	...	...	...	...
10	01-14-10	...	...	...	...	...	...	...	...	...
11	01-14-10	...	...	...	...	...	...	...	...	...
12	01-14-10	...	...	...	...	...	...	...	...	...
13	01-14-10	...	...	...	...	...	...	...	...	...
14	01-14-10	...	...	...	...	...	...	...	...	...
15	01-14-10	...	...	...	...	...	...	...	...	...

AS-BUILT DRAWING IS BASED ON A COMPARISON OF THE D...
 ONLY CHANGES ACCORDING TO THE FIELD...
 FOR PUBLIC UTILITY IMPROVEMENTS AND PRIVATE STREET.

STORM SEWER LATERAL TABLE

NO.	DATE	BY	CHKD	REV.	REASON	DATE	BY	CHKD	REV.	REASON
1	01-14-10	...	...	...	...	...	...	...	...	...
2	01-14-10	...	...	...	...	...	...	...	...	...
3	01-14-10	...	...	...	...	...	...	...	...	...
4	01-14-10	...	...	...	...	...	...	...	...	...
5	01-14-10	...	...	...	...	...	...	...	...	...
6	01-14-10	...	...	...	...	...	...	...	...	...
7	01-14-10	...	...	...	...	...	...	...	...	...
8	01-14-10	...	...	...	...	...	...	...	...	...
9	01-14-10	...	...	...	...	...	...	...	...	...
10	01-14-10	...	...	...	...	...	...	...	...	...
11	01-14-10	...	...	...	...	...	...	...	...	...
12	01-14-10	...	...	...	...	...	...	...	...	...
13	01-14-10	...	...	...	...	...	...	...	...	...
14	01-14-10	...	...	...	...	...	...	...	...	...
15	01-14-10	...	...	...	...	...	...	...	...	...



STORM SEWER 'B' PLAN AND PROFILE

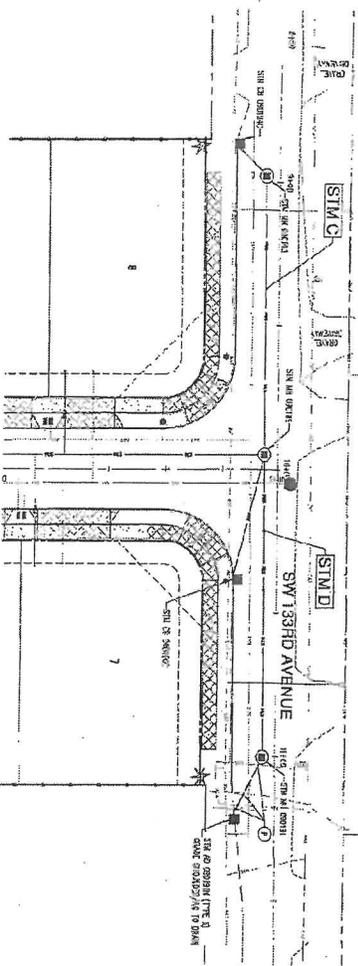
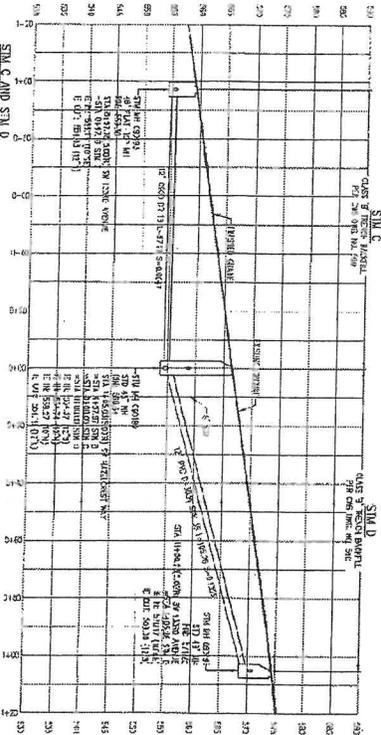
SEQUOIA HEIGHTS SUBDIVISION AS-BUILTS
 CITY OF TIGARD, CASE FILE SUB2013 0002
 TIGARD OREGON

AKS ENGINEERING AND FORESTRY, LLC
 12810 SW GILBERT RD
 SUITE 100
 TIGARD, OR 97146
 PHONE: 503.335.8282
 FAX: 503.335.8289
 WWW.AKS-ENG.COM
 ENGINEERING • PLANNING • SURVEYING

AS-BUILT DISPLAY
 AS-BUILT INFORMATION IS BASED ON A COMPARISON OF FIELD
 DATA WITH THE ORIGINAL DESIGN. ANY DISCREPANCIES
 IDENTIFIED DURING THE CONSTRUCTION PROCESS WILL BE
 CORRECTED IN THE AS-BUILT DRAWING. THE ENGINEER
 DOES NOT WARRANT THE ACCURACY OF THE AS-BUILT
 INFORMATION FOR ANY PURPOSES OTHER THAN THE
 ORIGINAL DESIGN AND CONSTRUCTION.

1. ALL DIMENSIONS ARE IN FEET AND INCHES UNLESS OTHERWISE NOTED.
2. ALL DIMENSIONS ARE TO THE CENTERLINE UNLESS OTHERWISE NOTED.
3. ALL DIMENSIONS ARE TO THE FACE UNLESS OTHERWISE NOTED.
4. ALL DIMENSIONS ARE TO THE CENTERLINE UNLESS OTHERWISE NOTED.
5. ALL DIMENSIONS ARE TO THE FACE UNLESS OTHERWISE NOTED.

AL. HORIZONTAL ELEVATION DATA FOR
 STATIONING AND OFFSETS



ID	NO.	TYPE	SIZE	DEPTH	LOCATION	STATUS	DATE	BY	CHKD
CB-1	1	Rectangular	4' x 4'	2'	Station 1+15.00	As-Built	10/22/01	JL	AKS

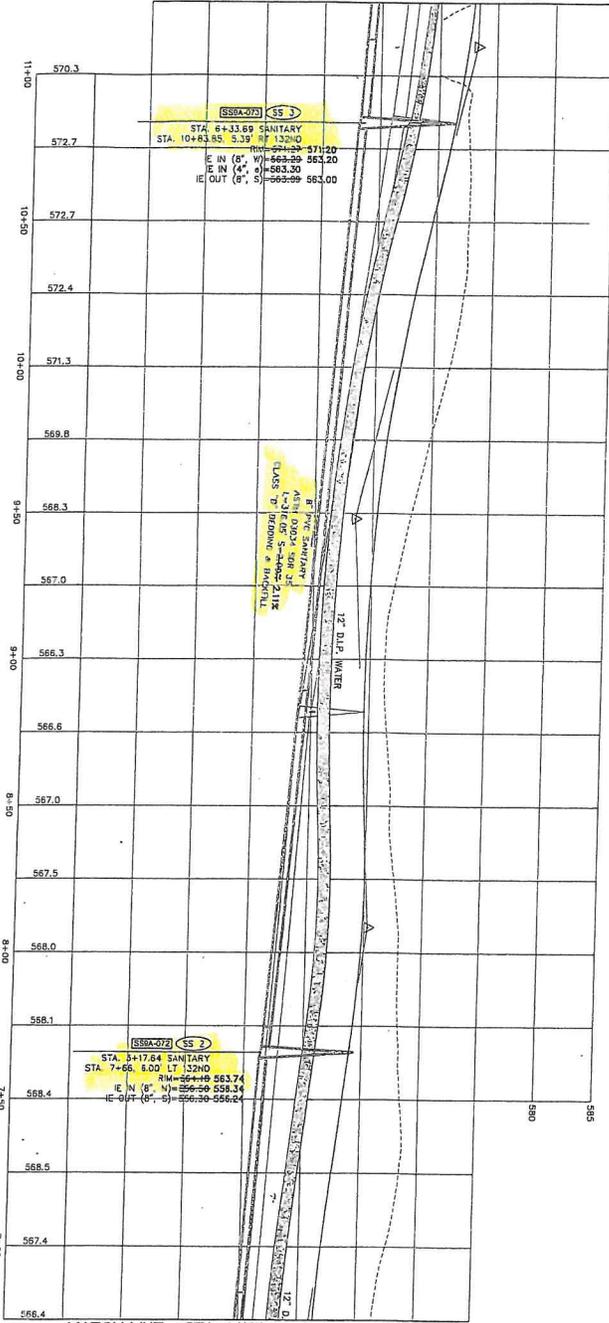
STORM SEWER 'C' AND 'D' PLAN AND PROFILE

SEQUOIA HEIGHTS SUBDIVISION AS-BUILTS
 CITY OF TIGARD CASE FILE SUB2013-00002

AKS
 ENGINEERING • PLANNING • SURVEYING
 13010 SW COLUMBIA ST.
 TIGARD, OR 97146
 PHONE: 503.515.8700
 FAX: 503.515.8701
 WWW.AKS-OR.COM

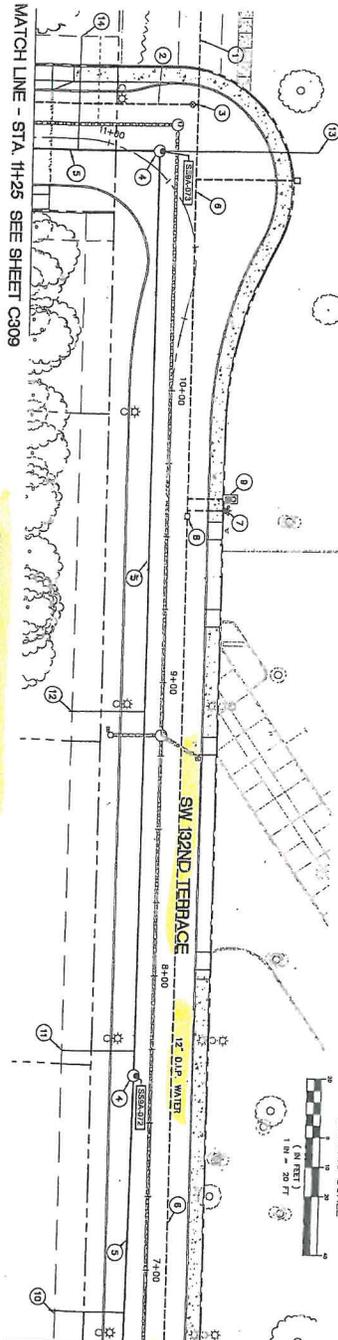
C203
 SHEET
 3346

MATCH LINE - STA. 11+25 SEE SHEET C309



SW 132ND PROFILE - SANITARY/WATER
SCALE 1"=20' HORIZONTAL
SCALE 1"=5' VERTICAL

MATCH LINE - STA. 6+75 SEE SHEET C311



SW 132ND LIEBRACE - SANITARY/WATER
SCALE 1"=20' HORIZONTAL

MATCH LINE - STA. 6+75 SEE SHEET C311



CONSTRUCTION NOTES

1. PROPOSED 12" D.I.P. CLASS 52 WATER LINE. SEE SHEET C311 FOR CONTINUATION.
2. PROPOSED 6" D.I.P. CLASS 92 WATER LINE. MAINTAIN 3.0 MINIMUM COVER OVER TOP OF PIPE.
3. INSTALL 12" 95% M.I. TEE W/ (1) 5" M.I. GATE VALVE.
4. CONSTRUCT SUMP FROM MANHOLE FOR CLEAN WATER SERVICES DETAIL NO. 010 SEE PROFILE FOR CONSTRUCTION DETAILS.
5. PROPOSED SANITARY SEWER LINE. SEE PROFILE FOR INFORMATION, OVER TOP OF 12" D.I.P. CLASS 52 WATER LINE. MAINTAIN 3.0 MINIMUM COVER.
6. STA. 9+50 - 20' DEEP FIT. - INSTALL FIBER HYDRANT ASSEMBLY PER CITY OF TIGARD DETAIL NO. 510.
7. STA. 9+50 - 20' DEEP FIT. - INSTALL 12" M.I. BUTTERFLY VALVE PER CITY OF TIGARD DETAIL NO. 504.
8. STA. 9+57 - 7'00" FIT. - INSTALL 12" M.I. BUTTERFLY VALVE PER CITY OF TIGARD DETAIL NO. 572.
9. STA. 9+83 - 20' DEEP FIT. - INSTALL 12" M.I. BUTTERFLY VALVE PER CITY OF TIGARD DETAIL NO. 572.
10. 4" PVC (ASTM D2034 SDR 35) LATERAL, PLUG & MARK END. PRIOR TO HOOKUP. - SEE CONNECTION PERMITS REQUIRED.
11. 4" PVC (ASTM D2034 SDR 35) LATERAL, PLUG & MARK END. PRIOR TO HOOKUP. - SEE CONNECTION PERMITS REQUIRED.
12. 4" PVC (ASTM D2034 SDR 35) LATERAL, PLUG & MARK END. PRIOR TO HOOKUP. - SEE CONNECTION PERMITS REQUIRED.
13. 4" PVC (ASTM D2034 SDR 35) LATERAL, PLUG & MARK END. PRIOR TO HOOKUP. - SEE CONNECTION PERMITS REQUIRED.
14. 4" PVC (ASTM D2034 SDR 35) LATERAL, PLUG & MARK END. PRIOR TO HOOKUP. - SEE CONNECTION PERMITS REQUIRED.

THIS RECORD DRAWING REFLECTS THE LATEST REVISIONS PROVIDED BY THE CONTRACTOR AND ENGINEERING, INC. THIS INFORMATION IS SHOWN FOR RECORD INFORMATION ONLY.

RECORD DRAWINGS
DRAWN BY: _____ DATE: _____
CHECKED BY: _____ DATE: _____

NO.	DATE	DESCRIPTION	BY	CHKD.
1	10/31/05	RECORD DRAWINGS	MPG	PRT

REGISTERED PROFESSIONAL ENGINEER
STATE OF OREGON
EXPIRES 12/31/2008

17
MAY 12, 2008

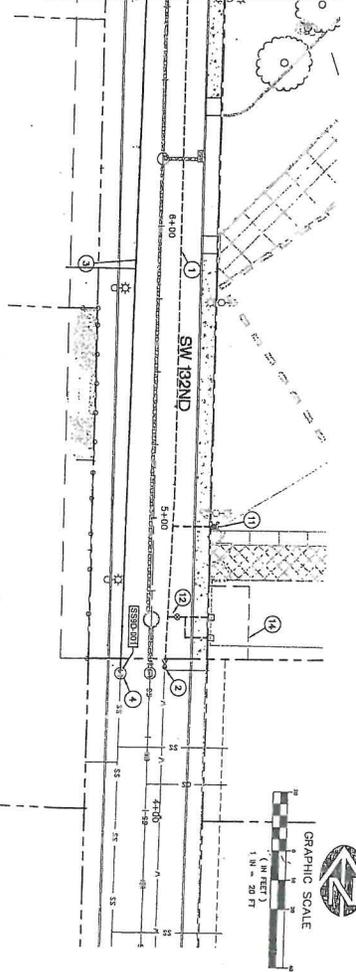
REGISTERED PROFESSIONAL ENGINEER
STATE OF OREGON
EXPIRES 12/31/2008

SUMMIT RIDGE STREET IMPROVEMENTS
TIGARD, OREGON
SW 132ND SANITARY & WATER
STA. 6+75 TO STA. 6+75

WESTLAKE CONSULTANTS INC.
ENGINEERING SURVEYING PLANNING
PACIFIC CORPORATE CENTER
1515 S.W. 4TH AVE. SUITE 1500 TIGARD, OREGON 97156
PHONE (503) 684-4650 FAX (503) 684-0167

C310
JOB NO. 165803K

MATCH LINE - STA. 6+75 SEE SHEET C310

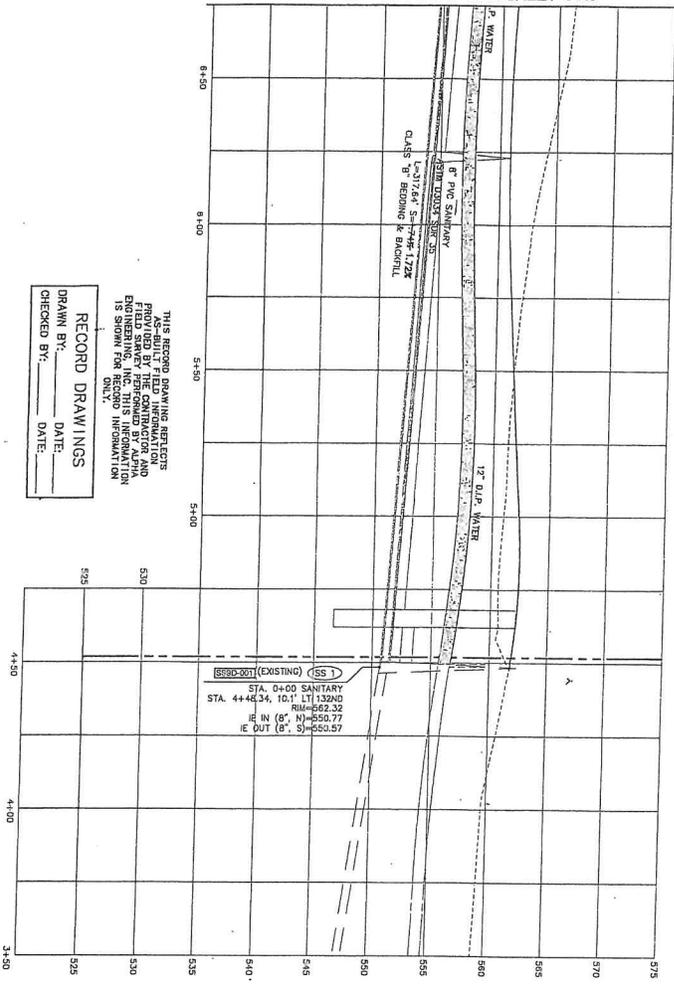


SW 132ND PLAN - SANITARY/WATER
SCALE: 1" = 20' HORIZONTAL

NOTE:
STREET CONTRACTORS A SITE CONSTRUCTION TO
CORRELATE CONNECTION TO WATER SERVICES
PLAN SUPPLIES SCHOOL.



MATCH LINE - STA. 6+75 SEE SHEET C310



SW 132ND PROFILE - SANITARY/WATER
SCALE: 1" = 5' HORIZONTAL
SCALE: 1" = 5' VERTICAL

RECORD DRAWINGS
DRAWN BY: _____ DATE: _____
CHECKED BY: _____ DATE: _____

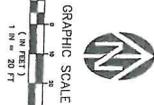
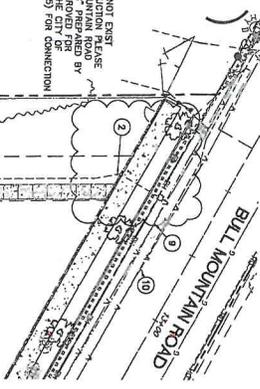
THIS RECORD DRAWING REFLECTS
THE FIELD CONDITIONS AS OBSERVED
PROVIDED BY THE CONTRACTOR AND
ENGINEERING INFORMATION. THIS
IS SHOWN FOR RECORD INFORMATION
ONLY.

SS (EXISTING) SS
STA. 6+00 SANITARY
STA. 4+445.34, 10.1' LT 132ND
R/S
R/S = 562.32
R/S IN (S, N) = 550.77
R/S OUT (S, N) = 550.97

CONSTRUCTION KENOTES

1. PROPOSED 12" D.I.P. CLASS 52 WATER LINE MAINTAIN 3.0' MINIMUM COVER FROM TOP OF PIPE. ALL PIPE IN EASEMENT TO BE JOINT RESTRAINED.
2. REMOVE EXISTING BELOW OFF ASSEMBLY, CONNECT TO EXISTING 12" WATER LINE.
3. PROPOSED SANITARY SEWER LINE. SEE PROFILE FOR INFORMATION.
4. CONNECT TO EXISTING SANITARY MANHOLE. SEE PROFILE FOR INFORMATION.
5. INSTALL 12"x12" MA TE W/ (1) 12" MA BR VALVE & (1) 8" MA ONE VALVE.
6. PROPOSED 8" MA CLASS 52 WATER LINE MAINTAIN 3.0' MINIMUM COVER OVER TOP OF PIPE.
7. 15.0' WIDE PUBLIC WATER/PEDESTRIAN ACCESS EASEMENT CENTERED OVER WATER LINE.
8. NOT USED
9. EXISTING 12" D.I.P. WATER LINE.
10. EXISTING 18" D.I.P. WATER LINE.
11. STA. 4+442.20 TO 67' RT - INSTALL FINE MESH "ASSEMBLY" PER CITY OF TIGARD DETAIL NO. 542.
12. STA. 4+446.70 TO 67' RT - INSTALL 12"x12" MA X 16' TEE, 6" RIG X MA DV, 20' LF OF 8" D.I.P. (EXTEND TO E) & BUND FLANGE.
13. INSTALL 2" COMBINATION AIR & VACUUM RELEASE PER CITY OF TIGARD DETAIL NO. 591. SEE SHEET C405 FOR DETAIL.
14. PUBLIC WATER EASEMENT PER DOCUMENT NO. _____

NOTE:
IF BLOW-OFF DOES NOT EXIST
AT TIME OF CONSTRUCTION PLEASE
IMPROVED PLAN'S PREPARED BY
CONTRACTOR FOR CONSTRUCTION
TOWARD ON 04/19/07 FOR CONNECTION



SW BATTERSON
SCALE: 1" = 20' HORIZONTAL

12" WATER LINE TO BULL MOUNTAIN ROAD

NOTE: CONTRACTOR TO VERIFY WATER LINE
HIGH POINT PRIOR TO INSTALLATION
INSTALL WATER LINE AT HIGH POINT
SERIAL. ALL VALVE BOX BEHIND

SUMMIT RIDGE STREET IMPROVEMENTS
TIGARD, OREGON

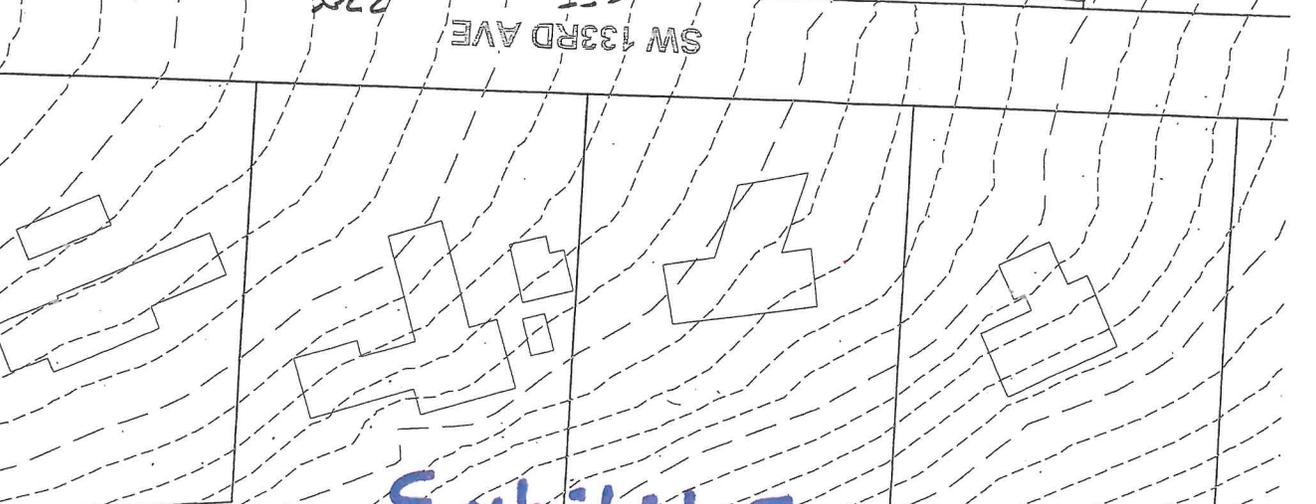
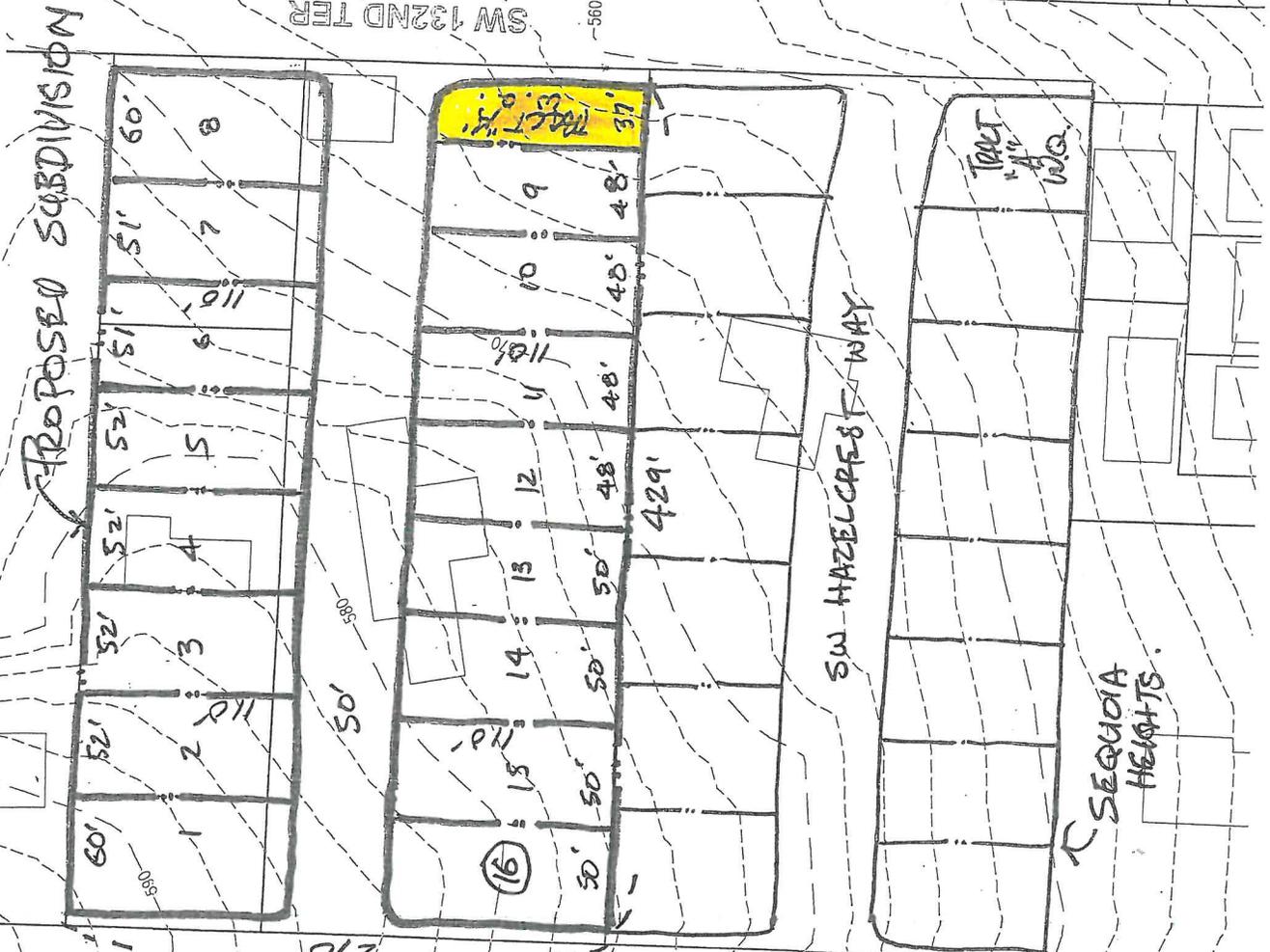
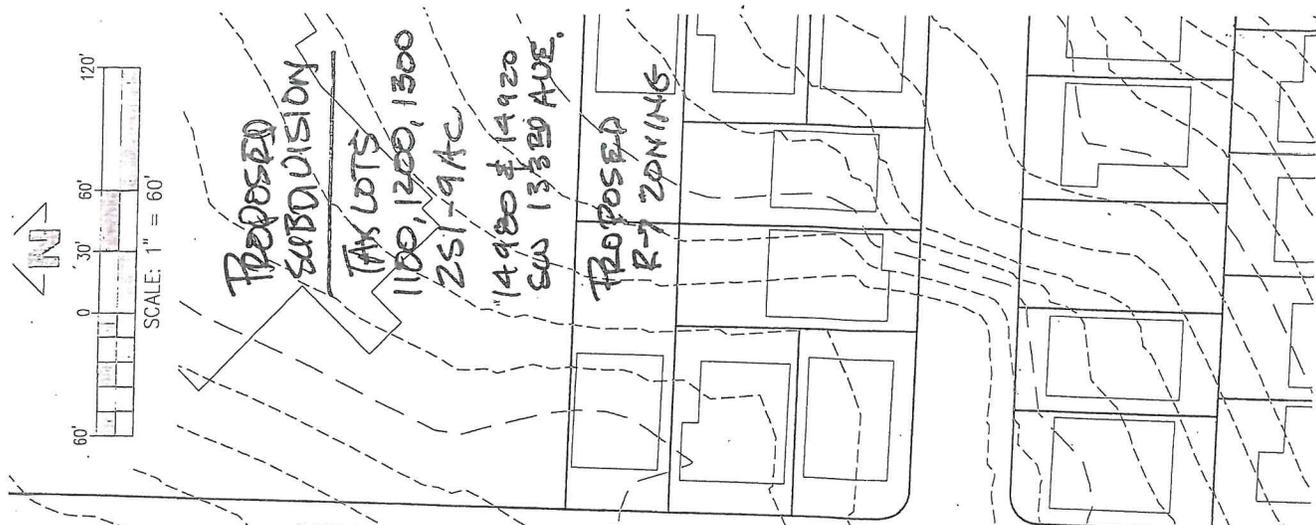
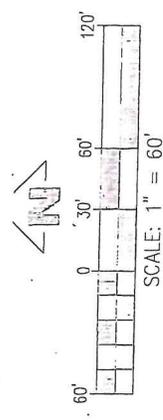
SW 132ND SANITARY & WATER
STA. 6+75 TO STA. 3+50

WESTLAKE
CONSULTANTS INC.
ENGINEERING • SURVEYING • PLANNING
PACIFIC CORPORATE CENTER
1515 S.W. 5TH AVENUE, SUITE 160
TIGARD OREGON 97154
PHONE (503) 634-6868
FAX (503) 634-6187

REGISTERED PROFESSIONAL
ENGINEER
STATE OF OREGON
No. 10496
DATE: 01/12/07
EXPIRES 6-30-2008

NO.	DATE	DESCRIPTION	BY	CHECKED
10/31/05		RECORD DRAWINGS	MPC	PRT

SHEET
C311
JOB NO. 155803K
123456789



SW 133RD AVE

SW 132ND TER

SW HAZELCREST WAY

SEQUOIA HEIGHTS

TAX LOTS

PROPOSED SUBDIVISION

PROPOSED R-7 ZONING

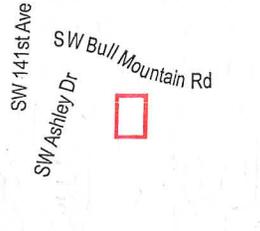
TAX LOTS

PROPOSED SUBDIVISION

PROPOSED R-7 ZONING

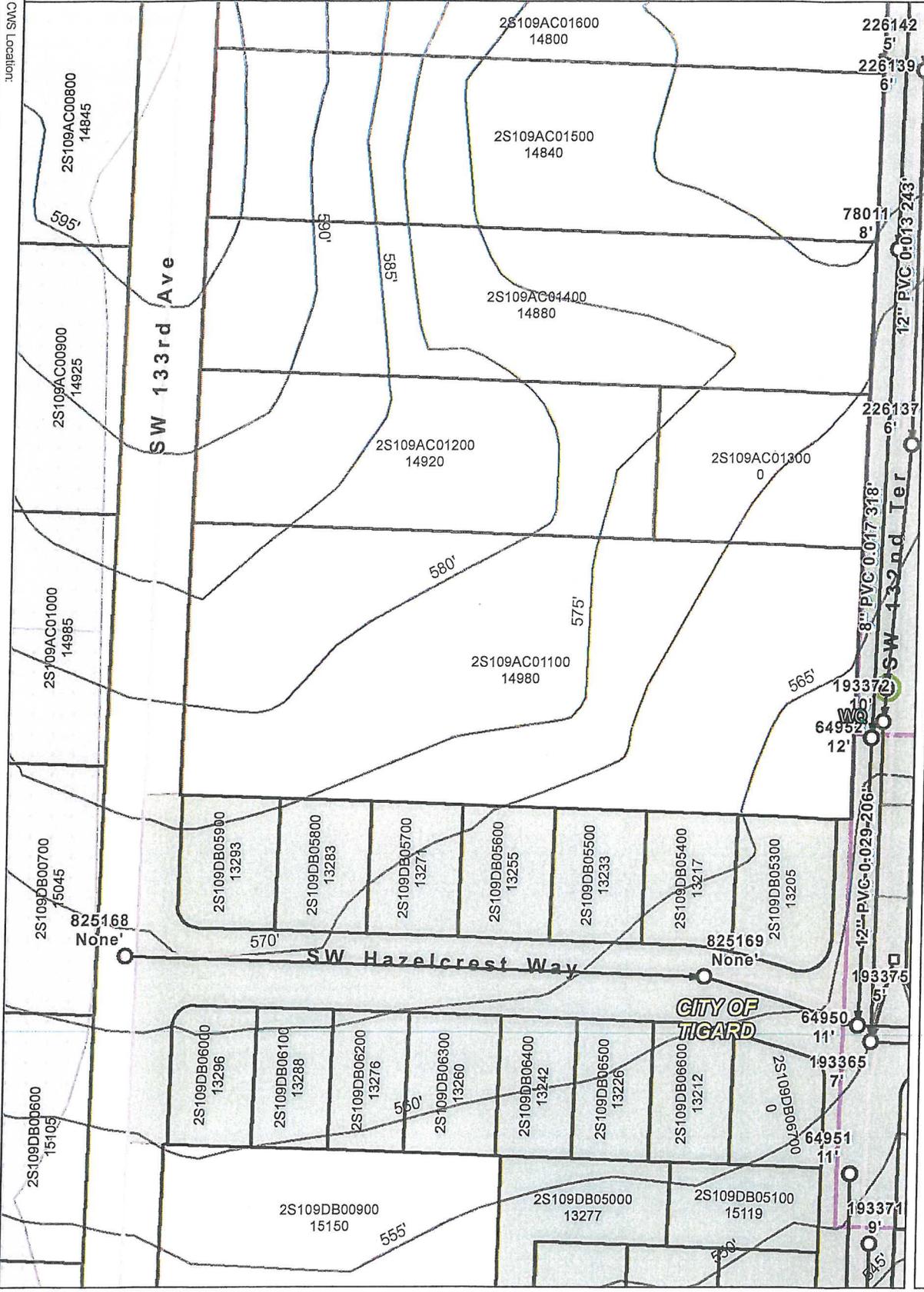
Development Services - Front Counter

CMS Location:



Legend

- City/Cnty/ODOT Sani Manhole
- City/Cnty/ODOT Sani Main
- City/Cnty/ODOT Storm Cleanout
- City/County/ODOT Storm Inlets
- City/County/ODOT Storm Manhole
- Storm Laterals (Labels)
- City/Cnty/ODOT Storm Lateral
- City/County/ODOT Closed Conv.
- Water Quality Manhole
- Street Centerline
- Contour Line
- Possible Stream Buffers
- Development Project Boundary
- Clean Water Services
- Washington County



Disclaimer: This product and its associated data is for informational purposes only and was derived from several databases. It was not prepared for, and is not suitable for legal, engineering or surveying purposes. Users of this information should review or consult the primary data and information sources to ensure accuracy. Clean Water Services cannot accept any responsibility for errors, omissions or positional accuracy. There are no warranties for this product. Mainline and service lateral locations are depicted using best available information but must be field verified and located before digging. Service laterals are marked in the fields as "Unlocatable underground facilities" as defined in OAR 952-001-0010 (20). Easement data is not currently completed District-wide and should be used for general reference only. All sanitary or storm sewer data, with the exception of sanitary lines 24" and larger located within the city limits of Beaverton, Cornelius, Forest Grove, Hillsboro, Lake Oswego, Portland, Sherwood, Tigard or Tualatin, need to be verified by contacting the individual city. Notification of any errors would be appreciated. Clean Water Services, Development Services, 2550 SW Hillsboro Highway, Hillsboro OR 97123, (503) 681-5100.



N
1" = 95'

Clean Water Services
www.cleanwaterservices.org

Storm Water System



September 28, 2015

- | | | | | |
|---------------------|--------------------------|--------------------------|-------------------------|--------------------------|
| Storm Water Manhole | Storm Water Nodes | Storm Flow Arrows | Storm Water Main | Storm Water Laterals |
| Storm Water Vault | Tee | In Service | In Service | Storm Water Quality Pipe |
| Storm Water Inlet | Stub | Out of Service | Out of Service | Storm Water Culvert |
| | Storm Water Outfall | Abandoned | Abandoned | |

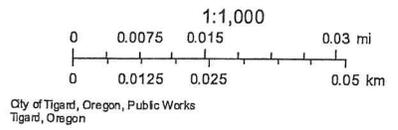
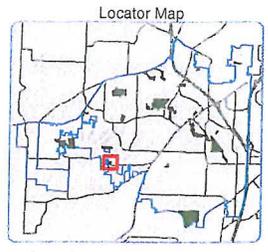


Exhibit G



- Legend**
- Park Amenities**
- A Parking Lot
 - 3 Picnic Shelter
 - Public Restroom
 - Drinking Fountain
 - 4 Boat Ramp
 - Playground
 - Butterfly Garden
 - Dog Park
 - Gazebo
 - Historic Site
- Trails**
- Concrete
 - Asphalt
 - Soft Surface

Scale
0 40 80 Feet



Map Created: 9/27/2015

"A Place to Call Home"
 City of Tigard
 13125 SW Hall Blvd
 Tigard, OR 97223
 503 639-4171
 www.tigard-or.gov



Exhibit H

THIS SECTION IS TO BE COMPLETED BY WASHINGTON COUNTY ASSESSOR'S OFFICE

CERTIFICATION OF PROPERTY OWNERSHIP
(Double Majority Method)

I hereby certify that the attached petition for annexation of the territory described therein to the City of Tigard contains the names of the owners' of a majority of the land area of the territory to be annexed, as shown on the last available complete assessment role.

NAME: TED FOSTER

TITLE: GIS TECH

DEPARTMENT: CARTOGRAPHY

COUNTY OF: WASHINGTON

DATE: 10/7/15

ANNEXATION CERTIFIED

BY VF

OCT 07 2015

**WASHINGTON COUNTY A & T
CARTOGRAPHY**

* indicates that "Owner" means the owner of the title to real property or the contract purchaser of real property.

THIS SECTION IS TO BE COMPLETED BY WASHINGTON COUNTY ELECTIONS OFFICE

CERTIFICATION OF REGISTERED VOTERS

I hereby certify that the attached petition for annexation of territory described herein to the City of Tigard contains the names of at least a majority of the electors registered in the territory to be annexed.

NAME: _____

TITLE: _____

DEPARTMENT: _____

COUNTY OF: _____

DATE: _____

15
6
11
M

Washington County, Oregon 2004-064783
06/08/2004 04:55:11 PM
D-DW Cnt=1 Btm=19 K BARNEY
\$15.00 \$6.00 \$11.00 - Total = \$32.00



00597050200400647830030038

I, Jerry Hanson, Director of Assessment and Taxation and Ex-Officio County Clerk for Washington County, Oregon, do hereby certify that the within instrument of writing was received and recorded in the book of records of said county.

Jerry Hanson

Jerry R. Hanson, Director of Assessment and Taxation,
Ex-Officio County Clerk



AFTER RECORDING, RETURN TO:
Nancy L. Cowgill
Stoel Rives LLP
900 SW Fifth Avenue, Suite 2600
Portland, OR 97204

Until a change is requested, send all
tax statements to:

No Change

STATUTORY WARRANTY DEED

GRANTOR: RICHARD A. FRANZKE

GRANTEE: RICHARD A. FRANZKE, TRUSTEE OF THE RICHARD A.
FRANZKE, TRUST



EXHIBIT A

Legal Description

A parcel of land in the Southeast one-quarter of Section 9, Township 2 South, Range 1 West, Willamette Meridian, Washington County, Oregon, being a portion of that particular tract of land described in the conveyance to George E. and Helen M. Batterson recorded in Book 341, page 281, Washington County Deed Records, and being more particularly described as follows:

Beginning at a point on the Easterly right of way line of S.W. 133rd Avenue, that is North 0° 37' West, along said Easterly right of way line, a distance of 421.84 feet from the Southwest corner of the above said Batterson tract, the said point of beginning also being the Northwest corner of that certain tract of land described in the conveyance to Melvin L. and Helena J. Thurston by deed recorded in Book 627, page 484, Washington County Deed Records; thence North 0° 37' West continuing along said Easterly right of way, a distance of 175.00 feet to a point; thence North 89° 52' East, parallel to the Southerly line of the said Batterson tract, a distance of 440.01 feet to a point on the Easterly line of the said Batterson tract; thence South 0° 52' East along the said Easterly line, a distance of 175.00 feet to the Northeast corner of the said Thurston tract; thence South 89° 52' West along the Northerly line of the said Thurston tract, a distance of 440.76 feet to the point of beginning.

APR 10 2000

15
6

WARRANTY DEED

DAVID L. RIRIE and MARY LOUISE RIRIE
GRANTOR NAME

Trustees
GRANTEE NAME

14920 SW 133rd Avenue
Tigard, Oregon 97224

Grantee's Address, Zip

After recording return to: ELP
DAVID L. RIRIE and MARY LOUISE RIRIE
14920 SW 133rd Avenue
Tigard, Oregon 97224

Name, Address, Zip

STATE OF OREGON } 85
County of Washington }

I, Jerry R. [Signature], Director of Assessment and Taxation and Washington County Clerk for said county do hereby certify that the within instrument has been received and reported to book or records of said county.



Doc : 2000028586
Rect: 252433 32.00
04/10/2000 01:17:57pm

Until a change is requested, all tax statements shall be sent to the following address:
NO CHANGE

Name, Address, Zip

SPACE ABOVE FOR RECORDER'S USE

WARRANTY DEED-STATUTORY FORM

DAVID L. RIRIE and MARY LOUISE RIRIE, Grantor(s), convey(s) and warrants to DAVID L. RIRIE and MARY LOUISE RIRIE, Trustees, or their successors in trust, under the RIRIE LIVING TRUST, dated March 28, 2000, and any amendments thereto, a revocable living trust, Grantee(s), the following described real property situated in Washington County, Oregon, to wit:

SEE EXHIBIT "A" ATTACHED HERETO BY THIS REFERENCE AND INCORPORATED HEREIN.

The said property is free from encumbrances and other interests except encumbrances of record arising by, through or under Grantors and any exceptions shown on Deed recorded in Book No. 1046, Page 242, and Instrument No. 98044672, Washington County, Oregon.

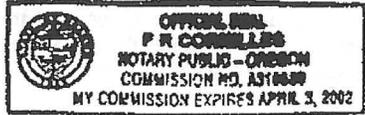
The true consideration paid for this conveyance is \$0.00.

Dated this 28 day of March, 2000.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30 930.

[Signature]
DAVID L. RIRIE
[Signature]
MARY LOUISE RIRIE

STATE OF OREGON, COUNTY OF WASHINGTON
This instrument was acknowledged before me on March 28, 2000,
by DAVID L. RIRIE and MARY LOUISE RIRIE
[Signature]
Notary Public for Oregon My commission expires: _____



1-3

PARCEL IV:

A tract of land situated in a portion of Lots 8 and 10, FREWING ORCHARD TRACTS, in Section 2, Township 2 South, Range 1 West, of the Willamette Meridian, in the City of Tigard, County of Washington and State of Oregon, described as follows:

Beginning at a 1/2 inch iron pipe on the center line of S.W. Garrett Street, marking the Northeast corner of said Lot 10; thence North 24°30' West 110.0 feet to the Northeast corner of the Page tract described in Deed recorded October 26, 1961 in Book 452, page 40, Deed Records; thence South 46°15'48" West 21.25 feet to a point on the Westerly right of way S.W. Garrett Street, being the true point of beginning; thence South 46°15'48" West 221.33 feet along the Northwest line of said Page Tract; thence South 25°10'12" West 73.09 feet along the Westerly line of said Page Tract; thence South 23°38'40" West 42.20 feet along the Westerly line of said Page tract; thence North 62°48'20" East 296.44 feet to the Westerly line of S.W. Garrett Street; thence North 24°30' West 134.44 feet to the true point of beginning.

EXCEPTING THEREFROM that portion of the within described property previously conveyed by grantor to grantee by Warranty Deed dated May 15, 1972 and recorded May 26, 1972 in Book 869, page 235, Deed Records of Washington County, Fee Number 9027.

TOGETHER WITH a non-exclusive easement for ingress and egress, over the following described property:

Part of Lots 8 and 10, FREWING ORCHARD TRACTS, in Section 2, Township 2 South, Range 1 West, of the Willamette Meridian, in the County of Washington and State of Oregon, described as follows:

Beginning at the Southeasterly corner of said Lot 10 in the center line of SW Garrett Street and running thence North 24°30' West 134.00 feet along the Easterly line of S.W. Garrett Street from the Easterly line of said Lot 10 to a point; thence South 63°48' West 195.00 feet along a line parallel to the Southerly line of Lot 10 to an iron pipe; thence North 24°30' West 73.00 feet to an iron pipe at the true point of beginning of said easement; thence continuing North 24°30' West 20.00 feet to an iron pipe; thence North 63°48' East 175.00 feet, more or less, to the Westerly line of SW Garrett Street; thence South 24°30' East 20.00 feet along the Westerly line of S.W. Garrett Street to a point; thence South 63°78' West 175.00 feet, more or less, to an iron pipe at the true point of beginning.

TO THE COUNCIL OF THE CITY OF TIGARD, OREGON:

We, the undersigned owner(s) of the property described below and/or elector(s) residing at the referenced location(s), hereby petition for, and give consent to, Annexation of said property to the City of Tigard. We understand that the City will review this request in accordance with ORS Chapter 222 and applicable regional and local policies prior to approving or denying the request for Annexation.

LEGEND:

PO - Property Owner

RV - Registered Voter

OV - Property Owner & Registered Voter

Rancho Mirage CA -
92270

PAGE 1 OF 1

SIGNATURE	PRINTED NAME	I AM A			ADDRESS	PROPERTY DESCRIPTION				DATE
		PO	RV	OV		Township/ Section	Map Number	Tax Lot Number	Precinct Number	
<i>[Signature]</i>	Mark B. Franke	X			126 LaCerna Dr.	231	09AC	1100		10/7/15
	Jean M. Foster					231	09AC	1100		
	David L. Kime					231	09AC	1200		
	David L. Kime					231	09AC	1300		
	Mary Louise Kime					231	09AC	1300		
	Mary Louise Kime					231	09AC	1300		



**CERTIFICATION OF REGISTERED VOTERS
FOR ANNEXATION PURPOSES***

I hereby certify that the attached petition for the annexation of the territory listed herein to the City of Tigard contains, as of the date listed, the following information:

- 2 Number of signatures of individuals on petition.
- 2 Number of active **registered voters** within the territory to be annexed.
- 1 Number of **VALID signatures of active registered voters** within the territory to be annexed, on the petition.

Tax lot number(s): 2S109AC01100 14980 SW 133rd Ave

DIVISION: ELECTIONS
 COUNTY: WASHINGTON
 DATE: October 16, 2015
 NAME: Angie Muller
 TITLE: Administrative Specialist II



Angie Muller
 (Signature of Election Official)

*This 'Certification of Registered Voters for Annexation Purposes' DOES NOT, in any way, make the determination if this petition meets the annexation requirements of the city/district listed.

Annexation certification sht rev4-043009



**CERTIFICATION OF REGISTERED VOTERS
FOR ANNEXATION PURPOSES***

I hereby certify that the attached petition for the annexation of the territory listed herein to the City of Tigard contains, as of the date listed, the following information:

- 2 Number of signatures of individuals on petition.
- 2 Number of active **registered voters** within the territory to be annexed.
- 2 Number of **VALID signatures of active registered voters** within the territory to be annexed, on the petition.

Tax lot number(s): 2S109AC01200 14920 SW 133rd Ave

DIVISION: ELECTIONS
 COUNTY: WASHINGTON
 DATE: October 16, 2015
 NAME: Angie Muller
 TITLE: Administrative Specialist II



Angie Muller
 (Signature of Election Official)

*This 'Certification of Registered Voters for Annexation Purposes' DOES NOT, in any way, make the determination if this petition meets the annexation requirements of the city/district listed.

Annexation certification sht rev4-043009



**CERTIFICATION OF REGISTERED VOTERS
FOR ANNEXATION PURPOSES***

I hereby certify that the attached petition for the annexation of the territory listed herein to the City of Tigard contains, as of the date listed, the following information:

3 Number of signatures of individuals on petition.
0 Number of active **registered voters** within the territory to be annexed.
0 Number of **VALID signatures of active registered voters** within the territory to be annexed, on the petition.

Tax lot number(s): 2S109AC01300 N/A

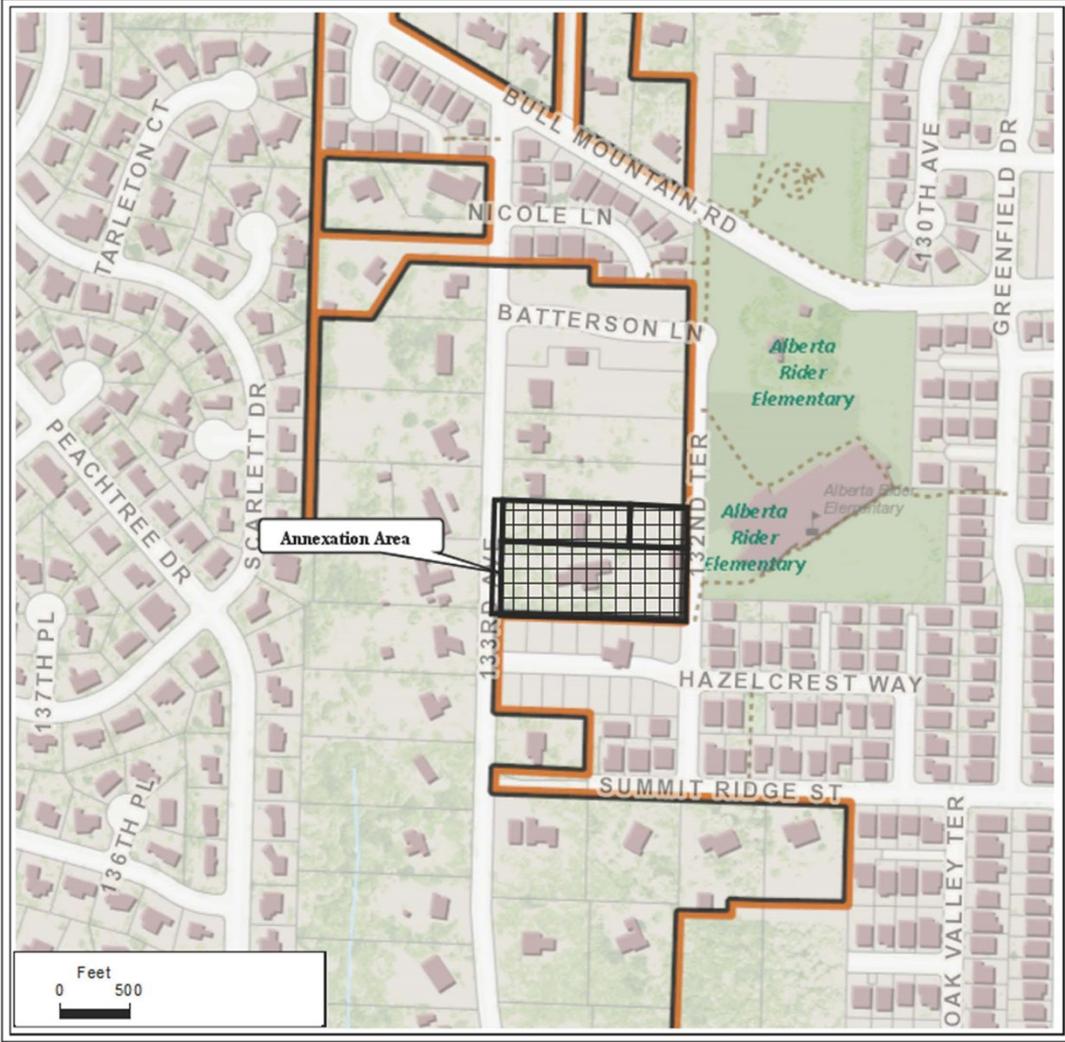
DIVISION: ELECTIONS
COUNTY: WASHINGTON
DATE: October 16, 2015
NAME: Angie Muller
TITLE: Administrative Specialist II



Angie Muller
(Signature of Election Official)

*This 'Certification of Registered Voters for Annexation Purposes' DOES NOT, in any way, make the determination if this petition meets the annexation requirements of the city/district listed.

Annexation certification sht rev4-043009



Franzke Ririe Annexation

Tigard City Boundary



Map printed at 08:33 AM on 13-Jan-16

DATA IS DERIVED FROM MULTIPLE SOURCES. THE CITY OF TIGARD MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE CONTENT, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY OF THE DATA PROVIDED HEREIN. THE CITY OF TIGARD SHALL ASSUME NO LIABILITY FOR ANY ERRORS, OMISSIONS, OR INACCURACIES IN THE INFORMATION PROVIDED REGARDLESS OF HOW CAUSED.



City of Tigard
 13125 SW Hall Blvd
 Tigard, OR 97223
 503.639.4171
www.tigard-or.gov



AIS-2498

5.

Business Meeting

Meeting Date: 01/26/2016

Length (in minutes): 10 Minutes

Agenda Title: INFORMATIONAL PUBLIC HEARING - Adding City of Beaverton to the CenturyLink Franchise Agreement

Prepared For: Louis Sears, Finance and Information Services

Submitted By: Louis Sears, Finance and Information Services

Item Type: Ordinance

Meeting Type: Council
Business
Meeting -
Main

Public Hearing: No

Publication Date:

Information

ISSUE

INFORMATIONAL PUBLIC HEARING - Adding City of Beaverton to the CenturyLink Franchise Agreement Should the City Council amend the CenturyLink cable franchise agreement to include the city of Beaverton?

STAFF RECOMMENDATION / ACTION REQUEST

City Council approve the ordinance adding the City of Beaverton to the CenturyLink cable franchise agreement.

KEY FACTS AND INFORMATION SUMMARY

CenturyLink during the implementation of their cable service found that Portland surrounds several small pockets of Beaverton. By including Beaverton in the franchise agreement, those customers in Beaverton areas surrounded by Portland may also receive CenturyLink cable service.

If CenturyLink had known that small areas of Beaverton were islands surrounded by Portland, CenturyLink would have requested Beaverton be included in the original franchise agreement request.

This ordinance amends the CenturyLink cable franchise agreement that council approved in September to include Beaverton and does not include any other changes to the cable franchise agreement with CenturyLink.

OTHER ALTERNATIVES

City Council could decide to not approve amending the CenturyLink franchise agreement to include Beaverton.

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

N/A

DATES OF PREVIOUS COUNCIL CONSIDERATION

City Council approved the cable franchise agreement with CenturyLink on September 8, 2015.

Attachments

Ordinance

Staff Report

Franchise Comparison

CITY OF TIGARD, OREGON
TIGARD CITY COUNCIL
ORDINANCE NO. 16-

AN ORDINANCE OF THE CITY COUNCIL OF TIGARD AMENDING A NON-EXCLUSIVE CABLE FRANCHISE TO QWEST BROADBAND SERVICES, INC. D/B/A CENTURYLINK TO ADD THE CITY OF BEAVERTON

WHEREAS, in 1980 the Metropolitan Area Communications Commission (hereinafter "MACC") was formed by Intergovernmental Cooperation Agreement, amended in 2002 and now an Intergovernmental Agreement (hereinafter "IGA") to enable its member jurisdictions to work cooperatively and jointly on communications issues, in particular the joint franchising of cable services and the common administration and regulation of such franchises, and the City of Tigard (hereinafter "City") is a member of MACC; and

WHEREAS, the IGA authorizes MACC and its member jurisdictions to grant one or more nonexclusive franchises for the construction, operation and maintenance of a cable service system within the combined boundaries of the member jurisdictions; and

WHEREAS, the IGA requires that each member jurisdiction to be served by the proposed franchisee must approve any cable service franchise, including amendments to those franchises; and

WHEREAS, in February 2015, Qwest Broadband Services, Inc. d/b/a CenturyLink (hereinafter "CenturyLink"), formally requested a franchise authorizing the provision of cable services to the following MACC member jurisdictions: Lake Oswego, Tigard, North Plains, West Linn and unincorporated Washington County ("Affected Jurisdictions"); and

WHEREAS, CenturyLink subsequently requested that the City of Beaverton be included in the franchise approved by the Affected Jurisdictions; and

WHEREAS, MACC has reviewed the franchisee's qualifications in accordance with federal law; and

WHEREAS, the Board of Commissioners of MACC, by Resolution 2015-08 adopted on October 29, 2015, recommended that the City amend a franchise previously granted to CenturyLink to add the City of Beaverton as a party to the franchise; and

WHEREAS, MACC and the City have provided adequate notice and opportunities for public comment on the proposed cable services franchise including a public hearing on October 29, 2015; and; and

WHEREAS, the Council finds that approval of the recommended franchise amendment is in the best interest of the City and its citizens, consistent with applicable federal law;

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

SECTION 1: The definition of “Affected Jurisdictions” in Section 1.2 of the Qwest Broadband Services, Inc. d/b/a CenturyLink non-exclusive cable services franchise granted by the City on September 8, 2015 via Ordinance 15-14 is hereby amended as follows (new text underlined): Affected Jurisdictions: Unincorporated Washington County and the cities of Beaverton, Lake Oswego, North Plains, Tigard and West Linn.

SECTION 2: The amendment of the franchise in Section 1 is conditioned upon each of the following events:

(a) The affirmative vote of the governing body of the City of Beaverton to adopt a franchise containing all material terms and conditions of the cable services franchise granted by the City of Tigard to Qwest Broadband Service, Inc. d/b/a CenturyLink; and

(b) The affirmative vote of the governing body of each of the five original affected MACC member jurisdictions (the Cities of Lake Oswego, North Plains, Tigard and West Linn, and Washington County) to amend the franchise with Qwest Broadband Services, Inc. to add the City of Beaverton as a party; and

(c) Qwest Broadband Services, Inc.’s fulfillment of the franchise acceptance provisions contained in the Franchise; and

(d) Formal written determination by the MACC Administrator that, in accordance with the requirements of the IGA, each of the above three events has occurred.

SECTION 3: This ordinance shall be effective 30 days after its 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 _____, 2016.

Carol A. Krager, City Recorder

APPROVED: By Tigard City Council this _____ day of _____, 2016.

John L. Cook, Mayor

Approved as to form:

City Attorney

Date

MACC/CENTURYLINK CABLE TV FRANCHISE RECOMMENDATION

Adding the City of Beaverton to an Existing Franchise Agreement

Prepared by the Metropolitan Area Communications Commission
November 2015

Earlier this year, the City of Tigard adopted a cable television franchise recommended by the Metropolitan Area Communications Commission (MACC) that allows CenturyLink to provide cable television service in the City. Following the approval process, CenturyLink determined that it could also provide service in the City of Beaverton. Tigard is now asked to amend the approved franchise simply for the purpose of adding Beaverton to the CenturyLink franchise. There is no effect on the City of Tigard.

MACC provides franchise negotiation and management services to the City and fourteen surrounding member jurisdictions. Each franchise requires unanimous agreement from all affected members. Therefore, the addition of a jurisdiction to an existing franchise agreement must be reviewed and approved by the other members.

On October 29, 2015, the MACC Board of Directors met to consider the addition of Beaverton and unanimously voted to do so via Resolution 2015-08. The City of Beaverton agreed to the franchise on November 10, 2015. Now, this matter is forwarded to the other affected member jurisdictions: Washington County and the Cities of Lake Oswego, North Plains, Tigard and West Linn.

The Recommended Agreement – The recommended franchise agreement does not change the terms of the previously-granted CenturyLink franchise for your jurisdiction. In general, as discussed this last Summer, the franchise is similar in most respects to the incumbent Comcast franchise agreement. Approval would provide a choice to consumers who currently have only Comcast to choose from when considering cable television providers. In most part, the franchise matches the new terms of the Comcast franchise including financial, Public, Education and Governmental (PEG) channels and support, and the other important community benefits that your jurisdiction receives. A summary comparison of the area franchise agreements is attached.

Attachments: Model Resolution amending CenturyLink franchise, adding Beaverton
Exhibit A – MACC Recommending Resolution 2015-08
Exhibit B – Comparison of area cable television franchises

METROPOLITAN AREA COMMUNICATIONS COMMISSION

RESOLUTION 2015-08

A RESOLUTION RECOMMENDING THAT THE CITY OF BEAVERTON, A MEMBER OF THE METROPOLITAN AREA COMMUNICATIONS COMMISSION, GRANT QWEST BROADBAND SERVICES, INC. d/b/a/ CENTURYLINK, A CABLE SERVICES FRANCHISE

WHEREAS, in 1980 the Metropolitan Area Communications Commission (hereinafter MACC) was formed by Intergovernmental Cooperation Agreement, amended in 2002 and now an Intergovernmental Agreement (hereinafter IGA) to work cooperatively and jointly on communications issues, in particular the franchising of cable services and the common administration and regulation of such franchises;

WHEREAS, today the member jurisdictions of MACC consist of Washington County and the cities of Banks, Beaverton, Cornelius, Durham, Forest Grove, Gaston, Hillsboro, King City, Lake Oswego, North Plains, Rivergrove, Tigard, Tualatin, and West Linn;

WHEREAS, the IGA authorizes MACC to grant one or more nonexclusive franchises to construct, operate, and maintain a cable system within the combined boundaries of the member jurisdictions;

WHEREAS, the IGA requires that each member jurisdiction in which cable service will be provided under the franchise formally approve any joint cable services franchise agreements, or any amendment or renewal of such agreements;

WHEREAS, in February 2015, Qwest Broadband Services, Inc. d/b/a CenturyLink (hereinafter "CenturyLink"), formally requested a franchise authorizing the provision of cable services to the following MACC member jurisdictions: Lake Oswego, Tigard, North Plains, West Linn and unincorporated Washington County ("Affected Jurisdictions");

WHEREAS, the MACC Board of Commissioners recommended, and the Affected Jurisdictions approved, a franchise which has been accepted by CenturyLink;

WHEREAS, CenturyLink subsequently requested that the City of Beaverton be included in the franchise approved by the Affected Jurisdictions;

WHEREAS, the terms and conditions of the recommended franchise will be identical to those recommended by the Commission to the Affected Jurisdictions in July 2015, except that the City of Beaverton will be added as a party to the franchise;

RESOLUTION NO. 2015-08

{00490605; 2 }10

METROPOLITAN AREA COMMUNICATIONS COMMISSION
RECOMMENDING GRANT OF FRANCHISE TO
Qwest Broadband Services, Inc. d/b/a CenturyLink

WHEREAS, MACC has provided adequate notice and opportunities for public comment on the proposed new cable services franchise including a public hearing held on October 29, 2015;

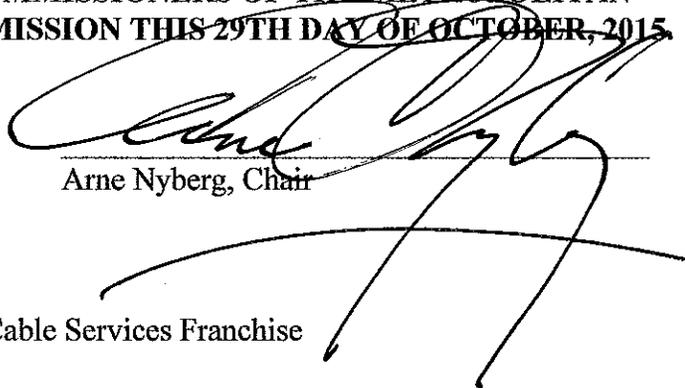
WHEREAS, the MACC Board of Commissioners finds the proposed new cable franchise reflects the cable-related community needs of the City of Beaverton, and that CenturyLink has the legal, technical, and financial qualifications to own and operate the proposed cable services system, and therefore recommends to the City of Beaverton that it grant the franchise to Qwest Broadband Services, Inc. d/b/a/ CenturyLink;

WHEREAS, to maintain consistency among the MACC jurisdictions' CenturyLink franchise and to comply with the intent of the franchise granted to the Affected Jurisdictions, the MACC Board of Commissioners recommends that the Affected Jurisdictions approve amendments to the existing CenturyLink franchise to add the City of Beaverton as an "Affected Jurisdiction" as defined therein, as well as any other necessary conforming amendments to add the City of Beaverton as a party to the franchise.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE METROPOLITAN AREA COMMUNICATIONS COMMISSION THAT:

1. MACC recommends to the City of Beaverton that it grant CenturyLink a cable services franchise substantially in the form attached hereto as Exhibit A ("Franchise").
2. In accordance with the requirements of the IGA, the City of Beaverton's grant of the Franchise shall be contingent on the affirmative vote of the Beaverton City Council and each Affected Jurisdiction's governing body approving the necessary amendments to the existing CenturyLink franchise to add the City of Beaverton as a party.
3. MACC recommends to the Affected Jurisdictions that they approve amendments to the CenturyLink franchise to add the City of Beaverton as an "Affected Jurisdiction" as defined therein, as well as any other necessary conforming amendments.
3. The MACC Administrator is hereby authorized to execute the Franchise on behalf of the Affected Jurisdictions and the City of Beaverton only after MACC staff's determination that CenturyLink has fulfilled the Franchise acceptance provisions contained in the Franchise, the City of Beaverton has approved the Franchise and each Affected Jurisdiction has approved the necessary amendments to the existing CenturyLink franchise to add the City of Beaverton as a party. The MACC Administrator is further authorized to execute any agreements required to effectuate the amendments to the existing CenturyLink franchise recommended in this Resolution and approved by the Affected Jurisdictions.
4. This resolution shall be effective from and after its adoption.

**ADOPTED BY THE BOARD OF COMMISSIONERS OF THE METROPOLITAN
AREA COMMUNICATIONS COMMISSION THIS 29TH DAY OF OCTOBER, 2015.**



Arne Nyberg, Chair

Attachment: Exhibit A - CenturyLink Cable Services Franchise

RESOLUTION NO. 2015-08
METROPOLITAN AREA COMMUNICATIONS COMMISSION
RECOMMENDING GRANT OF FRANCHISE TO
Qwest Broadband Services, Inc. d/b/a CenturyLink

{00490605; 2 }12

MACC Area PROPOSED FRANCHISE COMPARISON
 Metropolitan Area Communications Commission
 July 8, 2015

FRANCHISE PROVISION	2015 COMCAST	2007 Frontier	2015 CenturyLink	§
Term	10 years (through mid 2025)	15 years (through mid 2022)	5 years (through mid 2020). May be extended through 2023 -- if CenturyLink builds to twenty percent of the area by 2018, and Another extension through 2025 (total of 10 years) if fifty percent of the area is offered service by 2021. Incentives are built into the franchise to encourage service to more areas.	2.3
PEG PROGRAMMING				
HD Channels	3 new HD channels implemented over 4 years.	No HD requirement	<u>All</u> PEG channels will be in SD and HD.	9.4

FRANCHISE PROVISION	2015 COMCAST	2007 Frontier	2015 CenturyLink	§
PEG/PCN Fee	<p>Although the per subscriber fee, falls to \$0.80 per month, there is no reduction on the PEG/PCN Fund: Combining the three franchises requires Comcast to provide funding based on an additional 25,000 subscribers.</p> <p>Commission will allocate funding following a review of current PEG/PCN Fund Policy early next Fiscal Year.</p>	\$1.00/subscriber/month	<p>\$0.80/subscriber/month</p> <p>Same as new Comcast franchise.</p>	13
PEG Origination Points	<p>Eighteen Origination Points – new sites for council meetings and other programming direct from jurisdiction sites.</p> <p>Includes new Cornelius & Tualatin City Hall locations.</p>	Five Origination Points	Two Origination sites	9.8
Video On Demand	No Requirement	No Requirement	Up to 25 hours of HD VOD programming available to TVCTV.	

FRANCHISE PROVISION	2015 COMCAST	2007 Frontier	2015 CenturyLink	§
ROW AUTHORITY				
Right of Way Use	ROW requirements are substantively unchanged from previous franchise.	ROW use is independently regulated by jurisdictions' codes.	<p>ROW use is independently regulated by jurisdictions' codes.</p> <p>As with Frontier, CenturyLink uses its existing facilities, over which it will now provide a cable television service. The oversight of those facilities by the jurisdictions will not be changed by this cable franchise.</p> <p>Unlike Frontier, CenturyLink does <u>not</u> propose to provide universal fiber to the home, which would require extensive ROW work.</p>	2.2
Competition	<p>If competitor's franchise has terms that are perceived to be less demanding on these points:</p> <ul style="list-style-type: none"> • 5% franchise fee • PEG funding • PEG channels • Customer Service standards • Complimentary services <p>Then, Comcast may initiate a process to mitigate perceived competitive inequity.</p>	Not addressed	<p>Not addressed.</p> <p>Competitor has matched the relevant terms of the incumbent</p>	n/a

FRANCHISE PROVISION	2015 COMCAST	2007 Frontier	2015 CenturyLink	\$
FINANCE				
Franchise fees	Five Percent Franchise Fee	Five Percent Franchise Fee	Five Percent Franchise Fee	6
Gross Revenue Definition	<p>MACC retained its broad definition of Gross Revenue – the application of a 5% fee on all revenue attributable to Cable Services. Still better standard than most franchises and all area franchises.</p> <p>If the revenue base is the same, MACC collections in CY2015 would be: \$6.5M, a 1.5% drop. (No longer includes PCN revenue due to changes in PCN management.)</p>	Same basis as Comcast	<p>Identical to new Comcast definition.</p> <p>All franchises have same basis for application of 5% franchise fee.</p>	1.22
Insurance Limits	General Liability: \$3 million Broadcasters Liab: \$1 million Auto BI/PD: \$2 million Employers Liab: \$2 million	General Liability: \$3 million Broadcasters Liab: \$1 million Auto BI/PD: \$2 million Employers Liab: \$2 million	General Liability: \$3 million Broadcasters Liab: \$1 million Auto BI/PD: \$2 million Employers Liab: \$2 million	5.1

FRANCHISE PROVISION	2015 COMCAST	2007 Frontier	2015 CenturyLink	§
Audit authority	<p>Retained all data submission requirements.</p> <p>No changes in the timing of, or the way MACC conducts audits.</p> <p>If underpaid 4% or more, company pays the total cost of the audit up to \$15,000. Comparable to Frontier.</p>	Same as Comcast	Same as Comcast	3.6
Insurance Limits	<p>General Liability: \$3 million</p> <p>Broadcasters Liab: \$1 million</p> <p>Auto BI/PD: \$2 million</p> <p>Employers Liab: \$2 million</p>	<p>General Liability: \$3 million</p> <p>Broadcasters Liab: \$1 million</p> <p>Auto BI/PD: \$2 million</p> <p>Employers Liab: \$2 million</p>	<p>General Liability: \$3 million</p> <p>Broadcasters Liab: \$1 million</p> <p>Auto BI/PD: \$2 million</p> <p>Employers Liab: \$2 million</p>	5.1
CUSTOMER SERVICE	Comcast will abide by the Frontier customer service model, unifying the standards that apply to all cable operators in the MACC area.	Substantially same as Comcast	Substantially same as Comcast	Attc. A

implementing an education campaign to inform the public of the smoking prohibition in advance of the penalties taking effect.

OTHER ALTERNATIVES

Delay taking action on the proposed ordinance.

COUNCIL OR CCDA GOALS, POLICIES, MASTER PLANS

N/A

DATES OF PREVIOUS CONSIDERATION

December 8, 2015

Attachments

Ordinance

Exhibit "A"

CITY OF TIGARD, OREGON
TIGARD CITY COUNCIL
ORDINANCE NO. 16-

AN ORDINANCE AMENDING THE TIGARD MUNICIPAL CODE TO PROHIBIT
SMOKING IN CITY PARKS

WHEREAS, the Tigard City Council has general supervision, management, and control of all public parks and open spaces in the City; and

WHEREAS, smoking in City parks and open spaces negatively affects non-smokers and is contrary to the City's strategic vision that the community enjoy healthy lives; and

WHEREAS, City Council wishes to ban smoking in City parks and open spaces; and

WHEREAS, City Council believes it is appropriate to phase-in the penalties imposed for violation of this ordinance in order to allow for greater community outreach.

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

SECTION 1: Section 7.52 of the Tigard Municipal Code is hereby amended as provided in Exhibit A (additional language italicized and deleted language ~~stricken~~).

SECTION 2: Section 7.52.225(b) shall be effective July 1, 2016.

SECTION 3: All remaining provisions in this ordinance shall be effective 30 days after its passage by the council, signature by the mayor, and posting by the city recorder.

SECTION 4: If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable. This City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the ordinance be enforced.

PASSED: By _____ vote of all council members present after being read by number and title only, this _____ day of _____, 2016.

Carol A. Krager, City Recorder

APPROVED: By Tigard City Council this _____ day of _____, 2016.

John L. Cook, Mayor

Approved as to form:

City Attorney

Date

Ordinance No. _____

TIGARD MUNICIPAL CODE

Chapter 7.52 PUBLIC PROPERTY USE.

Sections:

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

7.52.280 Public Drinking Fountain-- Injury Prohibited.

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

7.52.300 Penalty For Violation.

7.52.010 Policy Of City Council.

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

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

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

7.52.020 Delegation Of Authority.

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

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

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

7.52.030 Regulations Prescribed By Council.

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

7.52.040 City Employees Not Affected.

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

7.52.050 Closures.

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

7.52.060 Conduct Restrictions.

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

7.52.070 Damage--Payment For Restoration.

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

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

7.52.080 Parks--Sales And Services For Hire Restricted.

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

TIGARD MUNICIPAL CODE

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

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

7.52.090 Parks--Advertising And Decorative Devices Forbidden.

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

7.52.100 Alcoholic Beverages in Parks

(1) For purposes of this section:

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

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

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

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

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

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

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

7.52.110 Parks--Rubbish Accumulation Prohibited.

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

7.52.120 Parks--Vandalism Prohibited.

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

TIGARD MUNICIPAL CODE

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

7.52.130 Parks--Gambling Prohibited.

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

7.52.140 Parks--Firearms Or Fireworks Prohibited.

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

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

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

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

7.52.170 Parks--Fishing And Bathing Restrictions.

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

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

7.52.180 Parks--Notice Mutilation Prohibited.

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

7.52.190 Parks--Animals Running At Large Prohibited.

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

7.52.200 Parks--Use Of Established Entrance Required.

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

7.52.210 Parks--No Admittance Areas.

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

TIGARD MUNICIPAL CODE

7.52.220 Parks--Swing And Hammock Location.

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

7.52.225 Parks—Smoking Prohibited

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

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

7.52.230 Permit--Required.

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

7.52.240 Permit--Exhibition Required.

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

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

7.52.250 Permit--Subject To Ordinances And Regulations.

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

7.52.260 Public Convenience Stations.

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

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

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

TIGARD MUNICIPAL CODE

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

7.52.270 Traffic Regulations.

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

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

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

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

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

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

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

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

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

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

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

7.52.300 Penalty For Violation.

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

TIGARD MUNICIPAL CODE

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

The ordinance attached proposes a prohibition on smoking within fifty feet of city building footprints. Measuring the distance from air intakes, doors and windows is the current standard the Oregon Clean Air Act uses in setting the current 10' buffer. While measuring 50' from the building footprint (as proposed in the attached ordinance) is easier than measuring from specific places on the building, there's an argument that the city is already enforcing the law based on measuring from specific places on the building.

The proposed new Tigard Municipal Code Chapter 7.82 *Smoking*, defines "*Building*" and defines "*Smoke*" to include use of electronic cigarettes. It specifies the fifty foot exterior no-smoking zone as measured from the building footprint but not extending to adjacent property or onto the roadway or sidewalk. It also sets penalties for violations.

Maps are attached to illustrate the fifty foot no smoking boundary around city buildings including City Hall, the Library and Public Works Administration.

If adopted, the proposed ordinance would take effect July 1, 2016.

OTHER ALTERNATIVES

1. Modify the proposed ordinance to measure the 50' distance from doors, windows and air intakes.
2. Delay action at this time.

COUNCIL OR CCDA GOALS, POLICIES, MASTER PLANS

N/A

DATES OF PREVIOUS CONSIDERATION

December 8, 2015

Attachments

Ordinance

Exhibit

Map 1

Map 2

Map 3

CITY OF TIGARD, OREGON
TIGARD CITY COUNCIL
ORDINANCE NO. 16-

AN ORDINANCE AMENDING THE TIGARD MUNICIPAL CODE TO PROHIBIT
SMOKING WITHIN FIFTY FEET OF A CITY OWNED BUILDING

WHEREAS, the Tigard City Council has general supervision, management, and control of all City property; and

WHEREAS, smoking near building entrances, air intakes, and gathering areas near buildings negatively affects the public health; and

WHEREAS, state law prohibits smoking within 10 feet of all entrances, exits, windows that open, and air intakes on all public places or places of employment; and

WHEREAS, City Council wishes to expand the state law and prohibit smoking within 50 feet of all City-owned buildings or to the boundary of the City property, whichever is nearer; and

WHEREAS, City Council believes it is appropriate to phase-in the penalties imposed for violation of this ordinance in order to allow for greater community outreach.

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

SECTION 1: Section 7.82 of the Tigard Municipal Code is hereby created, as provided in Exhibit A.

SECTION 2: Section 7.82.040 shall be effective July 1, 2016.

SECTION 3: All remaining provisions in this ordinance shall be effective 30 days after its passage by the council, signature by the mayor, and posting by the city recorder.

SECTION 4: If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable. This City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the ordinance be enforced.

PASSED: By _____ vote of all council members present after being read by number and title only, this _____ day of _____, 2016.

Carol A. Krager, City Recorder

APPROVED: By Tigard City Council this _____ day of _____, 2016.

John L. Cook, Mayor

Approved as to form:

City Attorney

Date

Ordinance No. _____

TIGARD MUNICIPAL CODE

Chapter 7.82 SMOKING.

Sections:

7.82.010 Policy Of City Council.

7.82.020 Definitions.

7.82.030 Prohibited Conduct.

7.82.040 Penalty For Violation.

7.82.010 Policy Of City Council.

The City Council declares its intention to exercise general supervision, management and control of all City owned property and to prevent and prohibit conduct that interferes with serving the public and to preserve the enjoyment, safety, comfort, and convenience of the public and City employees.

7.82.020 Definitions.

As used in this chapter, unless the context requires otherwise:

- (1) "Building" means an enclosed structure under the control of the City that employees frequent during the course of employment.
- (2) "City" means the City of Tigard.
- (3) "Smoke" means to inhale, exhale, or possess any lighted or burning cigar, cigarette, pipe, weed, plant, or other substance grown, manufactured, or processed which is intended to be used for smoking in any form. "Smoke" also means to inhale, exhale, or possess an electronic cigarette or a similar device intended to emulate smoking.
- (4) "Smoking instrument" means any cigar, cigarette, pipe, electronic cigarette, or other smoking equipment.

7.82.030 Prohibited Conduct.

A. No person shall smoke or carry any lighted smoking instrument in the interior portion of any building.

B. No person shall smoke or carry any lighted smoking instrument within 50 feet of the exterior of any building or of the boundary of the City property, whichever is nearer. The exterior no-smoking zone shall be measured from the building footprint. The exterior no-smoking zone shall not extend into any property adjacent to the building or onto the roadway or sidewalk, but does include driveways, planting strips, and parking lots within 50 feet of the building.

7.82.040 Penalty For Violation.

Any person violating any provision of this chapter, upon conviction shall be punished, by a fine of not more than five hundred dollars.

Smoking Ban

Map 1 of 3

-  Building Footprints
-  50ft Ban Zone
-  City Buildings

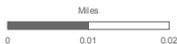


Ash Avenue Dog Park



TIGARD MAPS

Print Date: 12/22/2015



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



Smoking Ban

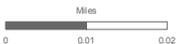
Map 2 of 3

-  Building Footprints
-  50ft Ban Zone
-  City Buildings



TIGARD MAPS

Print Date: 12/22/2015



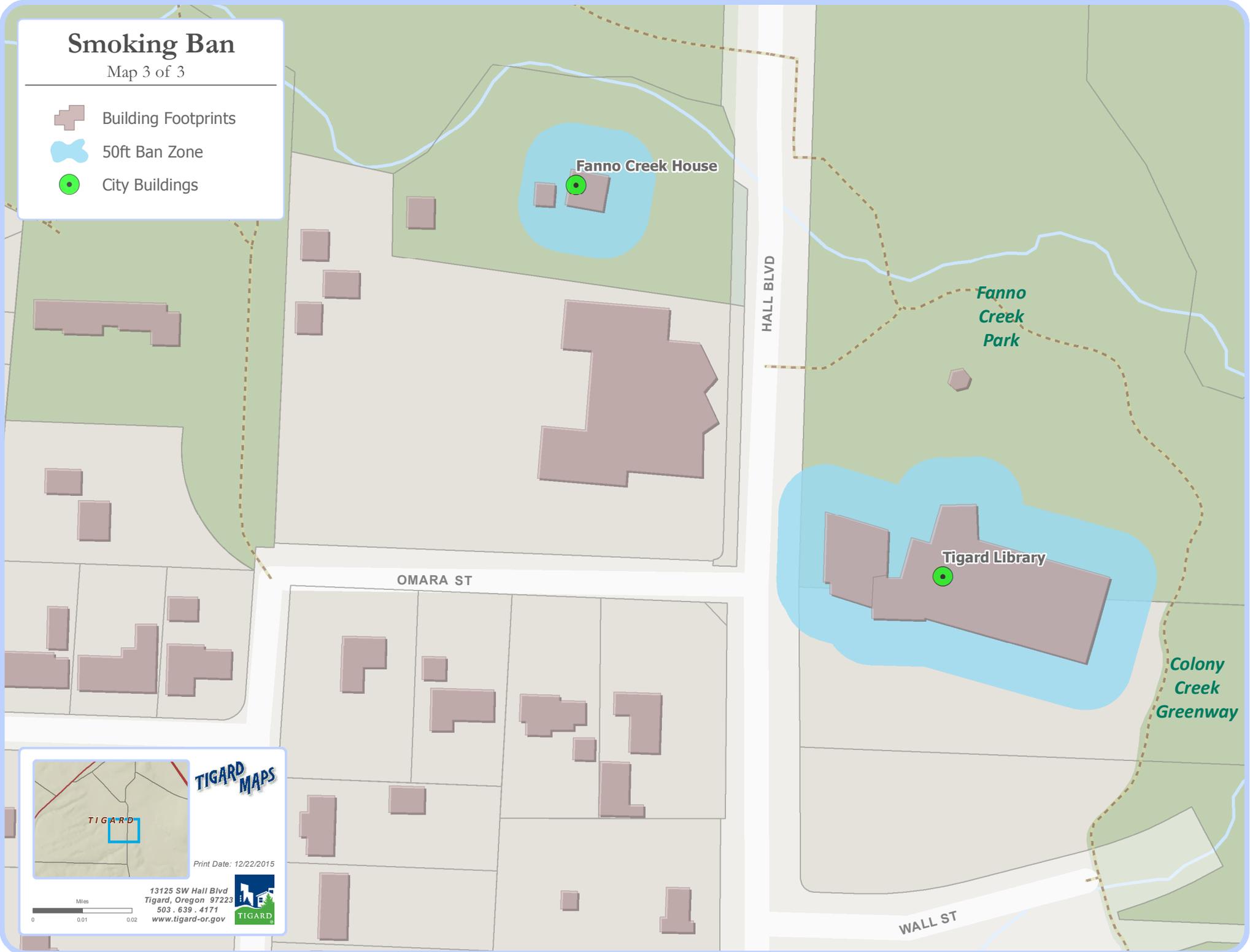
13125 SW Hall Blvd
Tigard, Oregon 97223
503 . 639 . 4171
www.tigard-or.gov



Smoking Ban

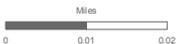
Map 3 of 3

-  Building Footprints
-  50ft Ban Zone
-  City Buildings



TIGARD MAPS

Print Date: 12/22/2015



13125 SW Hall Blvd
Tigard, Oregon 97223
503 . 639 . 4171
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AIS-2534

8.

Business Meeting

Meeting Date: 01/26/2016

Length (in minutes): 20 Minutes

Agenda Title: City Council 2015-17 Goals

Prepared For: Marty Wine, City Management

Submitted By: Carol Krager, Central Services

Item Type: Motion Requested

Meeting Type: Council Business Meeting - Main

Public Hearing: No

Publication Date:

Information

ISSUE

Review and adopt the 2015-17 City Council goals.

STAFF RECOMMENDATION / ACTION REQUEST

Review and adopt the 2015-2017 City Council Goals.

KEY FACTS AND INFORMATION SUMMARY

City Council 2015-17 Goals While the City will focus on many things in the coming years, the Council chooses a two-year window for goal setting regarding the priority for its energy and focus because the five current members of the Council will serve together during this time.

On January 5, 2016, the City Council met in a goal setting session to review the goals originally set and adopted on January 27, 2015. The original goals were set by Council identifying and discussing priority areas where they agree that Council should put attention and focus in the two-year period of 2015-2017 while the current members of Council continue to serve together. The 2016 review was designed to identify progress toward goal completion, and identify whether any changes were needed for 2016 goals.

In discussion, Councilors identified areas where goals had been completed, and asked for additional clarification about the actions that would be taken in 2016 regarding the goal for the Tigard Triangle that would require the Council's focus. The Council added a sixth goal to "identify and define the City's role in addressing homelessness."

In addition, the City Council identified six areas that deserve discussion through Council

workshop meeting discussion.

The City Manager is presenting revisions to the goals for adoption that includes key milestones in each area.

OTHER ALTERNATIVES

Council may:

- Choose to further amend these goals for 2016.
- Develop alternative goals for adoption.
- Not adopt council goals.

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

DATES OF PREVIOUS COUNCIL CONSIDERATION

The City Council met on December 22, 2014 to discuss 2015-2017 City Council goals, and adopted the goals at its meeting of January 27, 2015. On January 5, 2016, the City Council reviewed the two-year goals.

Attachments

Council Goals 2015-2017

2015-2017 Tigard City Council Goals Priorities for Council Attention and Action

1. Provide Recreation Opportunities for the People of Tigard

Objectives	Estimated Timeline
Establish city recreation program in 2015-16 adopted budget <ul style="list-style-type: none"> • Recreation clearinghouse and program guide • Grants & scholarships • Recreation coordinator – staff position • Programs and classes (beginning Year 2) • Outdoor events (Year 2) • Indoor events (Year 3) 	Completed July 2015 Spring 2016 Spring 2016 2017
Explore feasibility of partnership opportunities, including THPRD, YMCA, TTAD, TTSD, other city, or non-profit opportunities; establish facility partnership if feasible	December 2016
Consider a voter-approved measure to fund recreation	November 2016
Complete the city's facilities strategic plan to identify future facility needs for a recreation/community center.	September 2016

2. Make Downtown Tigard a Place Where People Want to Be

Objectives	Estimated Timeline
<ul style="list-style-type: none"> • Support residential and mixed use development in walkable and transit-supported areas by completing the Ash Ave/Burnham Redevelopment project 	Completed in 2015
<ul style="list-style-type: none"> • Increase walkable access to open space by advancing plans for new downtown open space, including the Tigard Street Trail plaza, the Fanno Creek Overlook, and a Main Street plaza, including programming 	December 2016
<ul style="list-style-type: none"> • Strengthen downtown's identity by completing gateway improvements and install art at both Main Street entrances 	Completed in 2015
<ul style="list-style-type: none"> • Support walkability by completing two Strolling Street projects 	Completed in 2015
<ul style="list-style-type: none"> • Secure brownfields cleanup grant (if eligible) to facilitate infill or open space development enabling a more walkable and interconnected downtown 	Spring 2016
<ul style="list-style-type: none"> • Promote downtown as a place to shop, dine and recreate Through communications and support of Tigard Downtown Alliance activities. 	Summer 2016

3. Adopt and Begin Implementation of Tigard Triangle Strategic Plan

Objectives	Estimated Timeline
Tigard Triangle Strategic Plan <ul style="list-style-type: none"> • Plan Development • Council consideration and adoption (code and plan amendments) 	Completed Spring 2015 September 2016
Consider Lean Code and Plan Amendments <ul style="list-style-type: none"> • Zoning • Community Development Code • Transportation System Plan • Parks and Trails Master Plans 	September 2016
Infrastructure Planning <ul style="list-style-type: none"> • Citywide Stormwater Master Plan <ul style="list-style-type: none"> ○ Triangle Stormwater Implementation Plan • Streetscape Design Plan • 72nd Avenue Study (pending CIP approval) 	June 2017 FY 2017-18 August 2016 June 2017
Development of Funding Tools <ul style="list-style-type: none"> • Urban Renewal <ul style="list-style-type: none"> ○ Plan Development ○ Plan Adoption ○ Public Vote • LID – consider continuance of existing • Vertical Housing Development Zone • Tigard Enterprise Zone 	October 2016 December 2016 May 2017 April 2016 Completed 2014 Completed 2014

4. Enable Groundbreaking in River Terrace by Summer 2015

Objectives	Estimated Timeline
Infrastructure Financing Project (RT and Citywide) <ul style="list-style-type: none"> • Council Briefing • SDC Notice and Methodology • Council Hearing – SDCs 	Completed February 2015 February 2015 April 2015
River Terrace Community Plan Implementation <ul style="list-style-type: none"> • Zoning Districts • Code Amendments 	Completed February 2015 February 2015
Permitting <ul style="list-style-type: none"> • Early assistance for land use applications (ongoing) • Land use applications • Building and site permits 	Completed Winter 2015 and ongoing into 2016
Public Facilities <ul style="list-style-type: none"> • City of Tigard downstream stormwater conveyance analysis • Clean Water Services pump station • City of Tigard 550-Zone Water Improvements 	Summer 2016 Winter 2016 Summer 2016

5. Expand Opportunities to Engage People in the Community

Objectives	Estimated Timeline
Citywide Communications Plan (will include suggested engagement improvements)	Completed Spring 2015
Continue Council outreach meetings	Quarterly throughout each year
Seek input on and outreach about the sidewalk connection program	Prepare for May 2017 ballot
Community education; identify timing and content of measures for voter approval	June 2016
Organize community engagement through increased work with Neighborhood Networks, in-person and online forums	June 2016

6. Define and Establish the City's Role in Addressing Homelessness

Issues for Further Council Discussion

[Topics will be scheduled for workshop meetings (3rd Tuesday) or study sessions]

- SW Corridor – Mayor will brief Council during Council Liaison reports
- Pacific Highway/congestion and aesthetics (May 2016)
- Annexation (Incentives Resolution in February, discussion June 2016)
- Charter review (July 2016)
- Future possible ballot measures (April 2016)
- Strategic Plan Updates
- Sustainability (August 2016)