



City of Tigard
Tigard Business Meeting – Agenda

TIGARD CITY COUNCIL & LOCAL CONTRACT REVIEW BOARD

MEETING DATE AND TIME: May 24, 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.



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6:30 PM

- STUDY SESSION

- A. COUNCIL LIAISON REPORTS **6:35 p.m. estimated time**
- B. RECEIVE FISCAL YEAR 2017 MASTER FEES AND CHARGES SCHEDULE UPDATE
6:45 p.m. estimated time
- C. BRIEFING ON AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF TIGARD AND CLEAN WATER SERVICES FOR CONSTRUCTION OF EAST TIGARD SEWER REPLACEMENT **7:10 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 and Local Contract Review Board) These items are considered routine and may be enacted in one motion without separate discussion. Anyone may request that an item be removed by motion for discussion and separate action. Motion to: **7:35 p.m. estimated time**
- A. APPROVE CITY COUNCIL MINUTES:
- March 15, 2016
 - March 22, 2016
 - April 12, 2016
- B. PROCLAIM JUNE AS PLAY BALL MONTH
- C. CONSIDER AWARD OF 2017 PAVEMENT MANAGEMENT PROGRAM OVERLAY CONTRACT
- D. LOCAL CONTRACT REVIEW BOARD: CONSIDER TELEPHONE SYSTEM CONTRACT AWARD
- *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. RECEIVE PRESENTATION BY WASHINGTON COUNTY VISITORS ASSOCIATION **7:40 p.m. estimated time**
5. RECEIVE FINAL PRESENTATION FROM MURP/STATE OF PLACE **7:55 p.m. estimated time**
6. RECEIVE BRIEFING ON WASHINGTON COUNTY COOPERATIVE LIBRARY SERVICES INTERGOVERNMENTAL AGREEMENTS **8:25 p.m. estimated time**
7. EXECUTIVE SESSION: The Tigard City Council will go into Executive Session to discuss exempt public records under ORS 192.660(2) (f). All discussions are confidential and those present may disclose nothing from the Session. Representatives of the news media are allowed to attend Executive Sessions, as provided by ORS 192.660(4), but must not disclose any information discussed. No Executive Session may be held for the purpose of taking any final action or making any final decision. **8:40 p.m. estimated time**
8. NON AGENDA ITEMS
9. ADJOURNMENT **8:50 p.m. estimated time**

AIS-2560

B.

Business Meeting

Meeting Date: 05/24/2016

Length (in minutes): 25 Minutes

Agenda Title: Receive Fiscal Year 2017 Master Fees and Charges Schedule Update

Prepared For: Carissa Collins, Finance and Information Services

Submitted By: Carol Krager, Central Services

Item Type: Update, Discussion, Direct Staff **Meeting Type:** Council
Business
Mtg - Study
Sess.

Public Hearing: No

Publication Date:

Information

ISSUE

City Council Discussion of the FY 2017 Master Fees and Charges Schedule.

STAFF RECOMMENDATION / ACTION REQUEST

Staff requests council direction on the proposed changes to the FY 2017 Master Fees & Charges Schedule prior to the June 14, 2016 budget adoption hearing.

KEY FACTS AND INFORMATION SUMMARY

As part of the annual budget and as directed by TMC 3.32.050, council adopts the Master Fees and Charges Schedule at the first business meeting in June as part of the annual budget process. The attached [FY 2017 Master Fees and Charges Summary of Changes Report](#) outlines the proposed changes to the fees and charges; the basis of the change; the authority for proposing the change; and where that change can be found in the actual schedule. Additionally, this agenda item summary includes the strikeout version of the Master Fees and Charges so council can review the detail of the proposed fee changes.

OTHER ALTERNATIVES

Direct staff to amend the draft schedule.

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

N/A

DATES OF PREVIOUS COUNCIL CONSIDERATION

N/A

Fiscal Impact

Fiscal Information:

No applicable

Attachments

Memo to Council

Summary of Changes

FY 2017 Master Fees and Charges Schedule



City of Tigard Memorandum

To: City Council Members

From: Carissa Collins, Sr. Management Analyst

Re: FY 2017 Master Fees & Charges Schedule

Date: May 5, 2016

Attached is a strikeout version of the FY 2017 Master Fees and Charges Schedule. A report of the proposed changes is included in your packet along with the authorizing code or resolution, and the page number that the change is located on in the schedule. Finance staff is also aware that the fees and charges for the Parks and Recreation Program will be discussed at a council workshop on May 17, 2016. Finance will incorporate any fee implementations based on council direction from that meeting and include them for presentation at the June 14, 2016 business meeting.

If you have any questions or concerns, please feel free to contact me at 503-718-2643.

FY 2017 Proposed Master Fees & Charges Summary of Changes Report

Department	Fee Description	Schedule Page(s)	Basis of Change	Authority	Included in Budget? (Y/N)
Financial & Information Services	<u>Business License (Annual Fee)</u>	4	Portland Consumer Price Index increased by 1.10%.	Ord. 88-13	Y
Community Development	<u>Building Fees</u>	12 & 16	No change in fees. However, better description of a couple of fees is provided.		Y
	<u>Planning Fees/Charges</u>	17 - 23	In February 2016, a Cost of Service Study was conducted and presented to Council in order to establish policy regarding General Fund support of planning related fees. Based on the study and discussions with council, the fees that were significantly adjusted are Accessory Residential Units, Type II Home Occupation Permits, Minor Site Development Reviews, Planned Development Reviews, Planned Development, Pre-App Conferences, & Subdivision fees. All other fees have been adjusted by 1.8% per the Seattle Construction Cost Index.	Council Policy 2016 ORS 227.175(1)(a) ORS 227.175(10)(b) TMC 18.798	Y
	<u>Sanitary Sewer Connection Fee</u>	22	This fee is set by Clean Water Services.	Clean Water Services	Y
	<u>School District Construction Excise Tax</u>	22	Fees are calculated by the Tigard Tualatin and Beaverton School Districts.	ORS 320.170-189	Y
	<u>Park System Development Charge (SDC)</u>	37	Fees adjusted based on a combination of two indexes; the Seattle Construction Cost Index and the other index reflects changes in land acquisition costs provided by Washington County. SDC charges were increased by 2.55%.	Ord. 15-09	Y
	<u>Residential Transportation System Development Charges</u>	39	The residential transportation SDC's were adopted by council on April 28, 2015. Charges increased by 1.6% resulting from the combination of the Construction Cost Index for Seattle and the Oregon Monthly Asphalt Cement Material Price Index. The commercial transportation SDC's have not been implemented due to the lawsuit by the Home Builder's Association.	Res. 15-15 Ord. 15-09	Y
	<u>Transportation Development Tax</u>	40	This fee is determined by Washington County. TDT rates increased by 2.03% for FY 2017.	Washington County	Y

FY 2017 Proposed Master Fees & Charges Summary of Changes Report

Department	Fee Description	Schedule Page(s)	Basis of Change	Authority	Included in Budget? (Y/N)
Public Works	<u>Fire Rates (Sprinklers)</u>	28	Fee adjusted by 1.8% based in the Seattle-Construction Cost Index for April 2016.	Dept. Policy	Y
	<u>Meter Installation Fees</u>	28	Fee adjusted by 1.8% based in the Seattle-Construction Cost Index for April 2016.	Dept. Policy	
	<u>Sanitary Sewer Service Fee (set by Clean Water Service)</u>	28	This fee is was increased by 3% and is calculated by Clean Water Service.	Clean Water Services	Y
	<u>Service Installation Fees</u>	28	Fees determined by Clean Water Services.	Clean Water Services	Y
	<u>Tigard Sanitary Sewer Surcharge</u>	28	The sanitary sewer surcharge was approved by Council on April 19, 2016.	Res. 14-66	N
	<u>Storm and Surface Water Fee (set by Clean Water Service)</u>	28	Service charge is determined by Clean Water Service and will increase by 50 cents.	Clean Water Services	Y
	<u>Water Customer Charges</u>	29-31	Removed old fees	Dept. Policy	Y
	<u>Tigard Transportation Utility Fee (River Terrace)</u>	31	A transportation utility fee for River Terrace was approved by Council on April 19, 2016.	Res. 14-66	N
	<u>Solid Waste Collection Rates</u>	33-36	Collection rates for solid waste have been increased by 1.50% per Tigard Municipal Code	TMC 11.04	Y
	<u>Water System Development Charge</u>	38	Fee adjustment is tied to Seattle Construction Cost Index (CCI) which is 1.8% as of April 2016.	ORS 223.304(8) Res. 10-76	Y

Exhibit A

City of Tigard, Oregon

Master Fees & Charges Schedule

Fiscal Year 2016 - 2017

To Be Adopted
June 14, 2016



Department	Revenue Source	Fee or Charge	Authority	Effective Date
CITY MANAGEMENT				
	<u>Claims Application Fee (TMC 1.21.050 & 1.22; Ord. 08-09)</u>	\$1,000.00 /deposit*	TMC 1.21.050 & 1.22 Ord. 08-09	6/24/2008
	* Claim fee shall be actual cost incurred by the city to process claim. Any funds remaining from the deposit after the claim has been processed will be refunded to the claimant. Payment of any costs exceeding the amount of the deposit is required prior to issuance of a final decision by the city on the claim.			
ADMINISTRATIVE SERVICES				
	<u>Municipal Court Fees</u>		Judge Order	
	Civil Compromise	\$150.00	No. 01-08	8/28/2008
	Traffic School and Compliance Program Fee			
	Criminal	\$150.00	Rule 16-adopted 08/28/08	8/28/2008
	Juvenile non-traffic	\$75.00		8/28/2008
	Traffic School	Equal to the relevant fine provided for the violation in the Violations Bureau Fine Schedule		8/28/2008
	Traffic School Setover	\$20.00		8/28/2008
	License Reinstatement	\$15.00		8/28/2008
	Payment Agreement Administrative Fee	\$15.00		8/28/2008
	Overdue Payment Letter	\$10.00		8/28/2008
	Show Cause Hearings - Court Costs			8/28/2008
	Non-compliance	\$25.00		
	Non-payment - fees paid prior to hearing	No Fee		
	Warrant Fee	\$50.00		8/28/2008
CITY MANAGEMENT				
	<u>Public Assembly</u>		Ord. 70-35 TMC 7.48.040	8/25/1970
	Application Fee			
	Persons Reasonably Anticipated			
	1,000 to 2,499	\$100.00		
	2,500 to 4,999	\$150.00		
	5,000 to 9,999	\$500.00		
	10,000 to 49,999	\$1,000.00		
	50,000 and over	\$1,500.00		
ADMINISTRATIVE SERVICES/RECORDS				
	<u>Tigard Municipal Code (TMC) (Titles 1 - 17) or TMC/CDC (Titles 1-18)</u>			
	Compact Disk (CD)	\$10.00		7/1/2009

Department	Revenue Source	Fee or Charge	Authority	Effective Date
CITYWIDE	<u>Attorney Time</u>	Current attorney billing rate	Dept. Policy	1999
	<u>2GB Flash Drives</u>	\$11.00 each		7/1/2011
	<u>Candidate Nomination Petition Fee</u>	\$50.00		
	<u>DVD/CD</u>	\$10.00		7/1/2015
	<u>Faxes for Public</u>	\$2.00 /first page \$1.00 /each additional page		7/1/2007
	<u>Microfiche Sheet Copies</u>	\$1.00 /sheet up to 50 sheets plus staff time		7/1/2007
	<u>Microfilm/Microfiche & Photocopies</u>			
	8-1/2 x 11	\$0.25 /page		1999
	8-1/2 x 14	\$0.50 /page		1999
	11 x 17	\$1.00 /page		7/1/2005
	17 x 24	\$1.50 /page		7/1/2007
	36 x 36	\$2.50 /page		7/1/2007
	<u>Candidate Nomination Petition Fee</u>	\$50.00		7/1/2008
	<u>Oversized Copies</u>	\$2.50 /page		7/1/2011
	<u>Photographs</u>	Actual Cost	Dept. Policy	1999
	<u>Recording of Documents</u>	Actual Cost	Dept. Policy	1999
	<u>Research Fee</u>	Staff hourly rate + Citywide Overhead Fee + Materials		2/7/2002
	<u>Staff Hourly Rate for Miscellaneous Billing and Reimbursement Agreements</u>	Staff hourly rate + benefits + paid time off + administrative time + department overhead + citywide overhead as determined by most recent A-87 Indirect Cost Study Based on the agreement, all, or part, of the components of the A-87 Indirect Cost Study may be used.		7/1/2015

Department	Revenue Source	Fee or Charge	Authority	Effective Date
FINANCIAL & INFORMATION SERVICES				
	<u>Assessment Assumption</u>	\$50.00		4/22/1985
	<u>Budget Document</u>			
	Compact Disk (CD)	\$10.00		7/1/2007
	Paper	\$50.00		
	<u>Business License</u>		Ord. 88-13	
	Annual Fee*			
	0-2 employees	\$88	\$89 /per year	7/1/2015 16
	3-5 employees	\$118	\$119 /per year	7/1/2015 16
	6-10 employees	\$415	\$420 /per year	7/1/2015 16
	11-20 employees	\$680	\$687 /per year	7/1/2015 16
	21-50 employees	\$780	\$789 /per year	7/1/2015 16
	51-75 employees	\$850	\$859 /per year	7/1/2015 16
	greater than 75 employees	\$1,150	\$1,163 /per year	7/1/2015 16
	* Adjusted annually in conjunction with the Portland Consumer Price Index (CPI)			
	Pro-Rated Fee Schedule			
	Issued January 1 - June 30	See Fee Schedule above		
	Issued July 1 - December 31	1/2 the annual fee		
	Temporary License	\$25.00		1/1/2008
	Duplicate License/Change of Ownership Fee			
	Change in ownership or name only	\$10.00		1/1/2008
	Copy/replacement of license	\$10.00		1/1/2008
	Delinquency Charge			
	Whenever the business license fee is not paid on or before the delinquent date, a delinquency charge equal to ten percent (10%) of the original business license fee due and payable shall be added for each calendar month or fraction thereof that the fee remains unpaid. The total amount of the delinquency penalty for any business license year shall not exceed one hundred percent (100%) of the business license fee due and payable for such year.			
	<u>Comprehensive Annual Financial Report</u>	\$0.00	Dept. Policy	2/7/2002
	<u>Franchise Fee/Right of Way Usage Fee (See TMC 15.06)</u>			
	Electricity (Owns facility in ROW and provides service to customers within Tigard)	5% of gross revenue or \$4,000 whichever is greater	Res. 01-16 as updated by Ord. 08-21A, Ord. 12-04, Ord. 14-06 & Ord. 14-14	1/9/2015
	Electricity (Owns facility in ROW and provides no service to customers within Tigard)	\$2.90/linear foot of installation in right-of-way or \$4,000, whichever is greater	Res. 01-16 as updated by Ord. 08-21A, Ord. 12-04, Ord. 14-06 & Ord. 14-14	1/9/2015
	Electricity (Using a non-owned facility in ROW and provides service to customers within Tigard)	5% of gross revenue	Ord. 14-14	1/9/2015
	Natural Gas (Owns facility in ROW and provides service to customers within Tigard)	5% of gross revenue or \$4,000 whichever is greater	Ord. 04-06, updated by Ord. 08-21A, Ord. 14-06 & Ord. 14-14	1/9/2015
	Natural Gas (Owns facility in ROW and provides no service to customers within Tigard)	\$2.90/linear foot of installation in right-of-way or \$4,000, whichever is greater	Ord. 04-06, updated by Ord. 08-21A, Ord. 14-06 & Ord. 14-14	1/9/2015
	Natural Gas (Using a non-owned facility in ROW and provides service to customers within Tigard)	5% of gross revenue	Ord. 14-14	1/9/2015

Department	Revenue Source	Fee or Charge	Authority	Effective Date	
	Telecom *	(Owns facility in ROW and provides service to customers within Tigard)	5% of gross revenue or \$4,000 whichever is greater	Ord. 00-35, updated by Ord. 08-21A, Ord. 14-06 & Ord. 14-14	1/9/2015
	Telecom *	(Provides no service to customers within Tigard)	\$2.90/linear foot of installation in right-of-way or \$4,000, whichever is greater	Ord. 00-35, updated by Ord. 06-11, Ord. 08-21A, Ord. 14-06 & Ord. 14-14	1/9/2015
	Telecom *	(Using a non-owned facility in ROW and provides service to customers within Tigard)	5% of gross revenue	Ord. 14-14	1/9/2015
	<i>*(Includes telecommunication utilities, long distance providers, private networks and competitive access providers)</i>				
	Utility Franchise Application Fee	\$2,000.00	Res. 01-01 Updated to all utility franchise fee application by Ord. 06-11	8/8/2006	
	Solid Waste Disposal (See TMC 11.04)	5% of gross revenue	Ord. 78-64, as amended by Ord. 02-05, Ord. 03-08, & Res. 13-18	7/1/2013	
	Cable TV (See TMC 5.12)	5% of gross revenue	Res. 99-04	1/26/1999	
	<i>Application filed with MACC. (email mac@maccor.org)</i>				
	<u>Lien Search Fee</u>	\$35.00	Res. 01-31	2/1/2004	
	<u>Overhead Fee</u>	Added to charges for property damage/repair			
		10% of total charge			
	<u>Passport Execution Fee</u>	\$25.00		2/1/2008	
	<u>Passport Photographs Fee</u>	\$10.00		4/1/2007	
	<u>Returned Check Fee</u>	\$20.00	Res. 01-55	10/9/2001	
	<u>Sewer Reimbursement District Loans</u>				
	Interest Rate	Applicable Federal Rate (AFR), Table , Long-term, semiannual for the month the loan is approved			
	<u>System Development Charge Financing (other than Sewer Reimbursement District Loans)</u>				
	Application Fee	\$25.00			
	Interest Rate	Prime rate as published in the Wall Street Journal as of the date of the application plus 4%			

Department	Revenue Source	Fee or Charge	Effective Date
LIBRARY	<u>Collection Agency Fee</u>	\$10.00	7/1/2007
	<u>Disk or CD (Blank)</u>	\$1.00	2/7/2002
	<u>Flash Drive</u>	\$5.00	each 7/1/2013
	<u>Library Card Fee (non-residents only)</u>	\$110.00	per year 7/1/2015
	<u>Lost Items</u>	Replacement cost + \$5.00 processing fee	7/1/2003
	<u>Overdue Cultural Passes</u>	\$10.00	per day 7/1/2013
	<u>Overdue Items</u>		
	Daily Charge (All Items except DVDs & Blu-Rays)	\$0.15	/item 7/1/2003
	Daily Charge (DVDs & Blu-Rays)	\$1.00	/item 7/1/2005
	Maximum Charge	\$5.00	/item 7/1/2005
	E-Readers	\$1.00	per day up to a maximum of \$5.00 7/1/2014
	<u>Public Copier and Printer Charges</u>		
		\$0.10	/page for black & white 2001
		\$0.50	/ page for color 7/1/2011
	<u>Replacement Library Card Fee</u>	\$1.00	7/1/2007

Department	Revenue Source	Fee or Charge	Authority	Effective Date
POLICE				
	<u>Alarm Permit Fee (Residential & Commercial)</u>			
	<i>(Government agencies, disabled residents or over the age of 60 are exempt)</i>	\$25.00	Ord. 82-32	7/1/2009
	Late payment of fees/ fines (after 60 days)	\$100.00	Ord. 82-32	7/1/2013
	Failure to Obtain Permit within 60 Days of Alarm Installation	\$100.00		7/1/2013
	Reinstatement Fee, Once Revoked (After 90 days past due)	\$100.00		7/1/2014
	Non-permitted or Revoked Alarm Permit	\$500.00		7/1/2013
	<u>Distracted Driving Diversion Program</u>	\$25.00		7/1/2014
	<u>False Alarm Fines</u>			
	1st false alarm	No Charge	No Charge Ord. 87-73	7/1/2013
	2nd false alarm	No Charge	No Charge	7/1/2013
	3rd false alarm	\$100.00		7/1/2013
	4th false alarm	\$150.00		7/1/2013
	5th false alarm	\$200.00		7/1/2013
	6 or more false alarms	\$250.00		7/1/2013
	<u>Fingerprint Card</u>	\$15.00 per card		7/1/2012
	<u>Good Conduct Background/Letter</u>	\$10.00		7/1/2012
	<u>Law Enforcement Officers Safety Act Qualification Fee</u>	\$25.00		7/1/2006
	<u>Liquor License</u>	\$25.00	Res. 01-45	7/10/2001
	<u>Police Services Fees</u>		Res. 84-17A	
	DVD/Audio/VHS Evidence Copies	\$20.00		7/1/2012
	Police Documents/Reports	\$10.00 /for the first 15 pages and \$0.30 /page thereafter		7/1/2008
	Police Digital Photo CD Copies	\$10.00 /CD		7/1/2005
	Police Photograph Copies	\$10.00 /roll		7/1/2003
	<u>Property Forfeiture for Criminal Activity</u>	Varies	Ord. 99-14	5/25/1999
	<u>Second Hand Dealers and Transient Merchant License</u>			
	Occasional	\$40.00		7/1/2010
	Full-Time	\$100.00		7/1/2010
	Reporting Forms	\$0.80 each		7/1/2010
	<u>Special Event Permit Application Fee</u>			
	For-Profit Fee (Resident)	\$150.00		7/1/2015
	For-Profit Fee (Non-Resident)	\$200.00		7/1/2015
	Non-Profit Fee (Resident)	\$75.00		7/1/2015
	Non-Profit Fee (Non-Resident)	\$125.00		7/1/2015
	<u>Social Gaming License</u>			
	Annual fee due January 1st	\$100.00	TMC 5.22.060	1/1/2014
	If a business applies on or after July 1st	\$50.00		7/1/2014
	<u>Vehicle Release Fee</u>	\$125.00	ORS 709.720	7/1/2013

Department	Revenue Source	Fee or Charge	Authority	Effective Date
COMMUNITY DEVELOPMENT - BUILDING				
	<u>Building Permit Fees</u>			
	(New Commercial)			10/1/2009
	<u>Total Valuation:</u>			
	\$0.00 to \$500.00	\$51.09 /minimum		
	\$500.01 to \$2,000.00	\$51.09 /for the first \$500 and \$2.69 /for each additional \$100 or fraction thereof.		
	\$2,000.01 to \$25,000.00	\$91.44 /for the first \$2,000 and \$10.76 /for each additional \$1,000 or fraction thereof		
	\$25,000.01 to \$50,000.00	\$338.92 /for the first \$25,000 and \$8.06 /for each additional \$1,000 or fraction thereof		
	\$50,000.01 to \$100,000.00	\$540.42 /for the first \$50,000 and \$5.38 /for each additional \$1,000 or fraction thereof		
	\$100,000.01 and over	\$809.42 /for the first \$100,000 and \$4.49 /for each additional \$1,000 or fraction thereof		
	(New Single Family & Multi-Family)			10/1/2009
	<u>Total Valuation:</u>			
	\$0.00 to \$2,000.00	\$66.25 /minimum		
	\$2,000.01 to \$25,000.00	\$66.25 /for the first \$2,000 and \$11.48 /for each additional \$1,000 or fraction thereof		
	\$25,000.01 to \$50,000.00	\$330.29 /for the first \$25,000 and \$8.75 /for each additional \$1,000 or fraction thereof		
	\$50,000.01 to \$100,000.00	\$549.04 /for the first \$50,000 and \$6.25 /for each additional \$1,000 or fraction thereof		
	\$100,000.01 to \$250,000.00	\$861.54 /for the first \$100,000 and \$4.46 /for each additional \$1,000 or fraction thereof		
	\$250,000.01 to \$500,000.00	\$1,530.54 /for the first \$250,000 and \$4.42 /for each additional \$1,000 or fraction thereof		
	\$500,000.01 to \$1,000,000.00	\$2,635.54 /for the first \$500,000 and \$4.10 /for each additional \$1,000 or fraction thereof		

Department	Revenue Source	Fee or Charge	Authority	Effective Date
	\$1,000,000.01 to \$2,000,000.00	\$4,685.54 /for the first \$1,000,000 and \$3.33 /for each additional \$1,000 or fraction thereof		
	\$2,000,000.01 and over	\$8,015.54 /for the first \$2,000,000 and \$3.18 /for each additional \$1,000 or fraction thereof		
	(Additions, Alterations, and Demolitions for Single Family, Multi-Family, Commercial, & Industrial)			10/1/2009
	<u>Total Valuation:</u>			
	\$0.00 to \$500.00	\$53.27 /minimum		
	\$500.01 to \$2,000.00	\$53.27 /for the first \$500 and \$3.39 /for each additional \$100 or fraction thereof		
	\$2,000.01 to \$25,000.00	\$104.12 /for the first \$2,000 and \$15.21 /for each additional \$1,000 or fraction thereof		
	\$25,000.01 to \$50,000.00	\$453.95 /for the first \$25,000 and \$11.02 /for each additional \$1,000 or fraction thereof		
	\$50,000.01 to \$100,000.00	\$729.45 /for the first \$50,000 and \$7.53 /for each additional \$1,000 or fraction thereof		
	\$100,000.01 to \$500,000.00	\$1,105.95 /for the first \$100,000 and \$6.04 /for each additional \$1,000 or fraction thereof		
	\$500,000.01 to \$1,000,000.00	\$3,521.95 /for the first \$500,000 and \$5.09 /for each additional \$1,000 or fraction thereof		
	\$1,000,000.01 and over	\$6,066.95 /for the first \$1,000,000 and \$3.39 /for each additional \$1,000 or fraction thereof		
	<u>Building Plan Review Fee</u>	65% of base building permit fee		9/26/2000
	<u>Deferred Submittals</u>	\$200.00 minimum fee plus 65% of building permit fee based on valuation of the particular portion or portions of the project.		9/24/2002
	Plan Review			
	<u>Phased Permitting</u>	\$200.00 plus 10% of building permit fee based on total project valuation not to exceed \$1,500 for each phase		9/24/2002
	Plan Review			

Department	Revenue Source	Fee or Charge	Authority	Effective Date
	<u>Photovoltaic Solar Panel System</u>	\$180.00 (includes plan review and administrative fees) plus 12% state surcharge of permit fee		1/1/2011
	<u>Electrical Fees</u>			10/1/2009
	New residential, single or multi-family per dwelling unit; service included:			
	1000 square feet or less	\$168.54		
	Each additional 500 square feet or portion thereof	\$33.92		
	Limited energy, residential or multi-family (with above sq ft)	\$75.00		
	Each manufactured home or modular dwelling service or feeder	\$67.84		
	Services or feeders; installation, alterations or relocation:			
	200 amps or less	\$100.70		
	201 amps to 400 amps	\$133.56		
	401 amps to 600 amps	\$200.34		
	601 amps to 1000 amps	\$301.04		
	Over 1000 amps or volts	\$552.26		
	Reconnect only	\$67.84		
	Temporary services or feeders; installation, alteration or relocation:			
	200 amps or less	\$59.36		
	201 amps to 400 amps	\$125.08		
	401 amps to 600 amps	\$168.54		
	Branch circuits; new, alteration or extension per panel:			
	With purchase of service or feeder - each branch circuit	\$7.42		
	Without purchase of service or feeder			
	First Branch Circuit	\$56.18		
	Each addit. Branch circuit	\$7.42		
	Miscellaneous (service or feeder not included):			
	Each pump or irrigation circuit	\$67.84		
	Each sign or outline lighting	\$67.84		
	Signal circuit(s) or a limited energy panel, alteration or extension	\$75.00		
	Each additional inspection over the allowable in any of the above			
	Per Inspection	\$66.25 /hour (min 1 hour)		
	Per Hour	\$66.25 /hour (min 1 hour)		
	Industrial Plant Inspection	\$78.18 /hour (min 1 hour)		

Department	Revenue Source	Fee or Charge	Authority	Effective Date
	Renewable Energy Electrical Fees:			
	5 kva or less	\$100.70		7/1/2012
	5.01 to 15 kva	\$133.56		7/1/2012
	15.01 to 25 kva	\$200.34		7/1/2012
	Wind generation systems in excess of 25 kva:			
	25.01 to 50 kva	\$301.04		7/1/2012
	50.01 to 100 kva	\$552.26		7/1/2012
	>100 kva the permit fee shall be calculated in accordance with OAR 918-309-0040.			
	Solar generation systems in excess of 25 kva:			
	Each additional kva over 25	\$7.42		7/1/2012
	>100 kva no additional charge			
	Each additional inspection over allowable in any of the above:			
	Each additional inspection will be charged at an hourly rate (1 hr minimum)	\$66.25/hr		7/1/2012
	Misc. fees at an hourly rate (1 hr minimum)	\$90.00/hr		7/1/2012
	Electrical permit plan review fee	25% of the electrical permit fee		
	<u>Fire Protection Systems</u>			10/1/2009
	(Commercial Fire Suppression - Sprinkler, Alarm and Type I-Hood systems based on project valuation)			
	<u>Total Valuation:</u>			
	\$0.00 to \$500.00	\$51.09 /minimum		
	\$500.01 to \$2,000.00	\$51.09 /for the first \$500 and \$2.69 /for each additional \$100 or fraction thereof		
	\$2,000.01 to \$25,000.00	\$91.44 /for the first \$2,000 and \$10.76 /for each additional \$1,000 or fraction thereof		
	\$25,000.01 to \$50,000.00	\$338.92 /for the first \$25,000 and \$8.06 /for each additional \$1,000 or fraction thereof		
	\$50,000.01 to \$100,000.00	\$509.42 /for the first \$50,000 and \$5.38 /for each additional \$1,000 or fraction thereof		
	\$100,000.01 and over	\$809.42 /for the first \$100,000 and \$4.49 /for each additional \$1,000 or fraction thereof		

Department	Revenue Source	Fee or Charge	Authority	Effective Date
	<u>Fire Life Safety Plan Review</u> <u>(Commercial Only)</u>	40% of base building permit fee		9/26/2000
	<u>Fire Protection Systems</u> <u>(Residential Fire Suppression)</u>			10/1/2009
	Stand Alone System			
	<u>Square Footage:</u>			
	1 to 2,000	\$198.75		
	2,001 to 3,600	\$246.45		
	3601 to 7,200	\$310.05		
	7,201 and over	\$404.39		
	Multipurpose or Continuous Loop System			
	<u>Square Footage:</u>			
	0 to 2,000	\$121.90		
	2,001 to 3,600	\$169.60		
	3,601 to 7,200	\$233.20		
	7,201 and over	\$327.54		
	<u>Manufactured Dwelling Installation</u>	\$305.50		9/24/2002
	(Fee includes placement permit \$275.50 and state administration fee \$30.00)			
	<u>Manufactured Dwelling and Mobile Home</u>	Per OAR		9/24/2002
	<u>Parks, Recreation Camps, and Organizational Camps</u>			
	<u>Mechanical Fees</u>			10/1/2009
	<u>(1 & 2 Family Dwellings for New, Additions, or Alterations)</u>			
	Heating/Cooling:			
	Air conditioning	\$46.75		
	Furnace 100,000 BTU (ducts/vents)	\$46.75		
	Furnace 100,000+ BTU (ducts/vents)	\$54.91		
	Heat pump	\$61.06		
	Duct work	\$23.32		
	Hydronic hot water system	\$23.32		
	Residential boiler (radiator or hydronic)	\$23.32		
	Unit heaters (fuel-type, not electric), in-wall, in duct, suspended, etc.	\$46.75		
	Flue/vent for any of above	\$23.32		
	Other	\$23.32		

Department	Revenue Source	Fee or Charge	Authority	Effective Date
	Other fuel appliances:			
	Water heater	\$23.32		
	Gas fireplace	\$33.39		
	Flue/vent for water heater or gas fireplace	\$23.32		
	Log lighter (gas)	\$23.32		
	Wood/pellet stove	\$33.39		
	Wood fireplace/insert	\$23.32		
	Chimney/liner/flue/vent	\$23.32		
	Other	\$23.32		
	Environmental exhaust and ventilation:			
	Range hood/other kitchen equipment	\$33.39		
	Clothes dryer exhaust	\$33.39		
	Single-duct exhaust (bathrooms, toilet compartments, utility rooms)	\$23.32		
	Attic/crawlspace fans	\$23.32		
	Other	\$23.32		
	Fuel piping:			
	First four	\$14.15		
	Each additional	\$4.03		
	Minimum permit fee	\$90.00		
	Mechanical plan review fee	25% of Permit Fee		
	<u>Mechanical Permit Fees</u>			10/1/2009
	(Commercial and Multi-family)			
	<u>Total Valuation:</u>			
	\$0.00 to \$500.00	\$69.06 /minimum		
	\$500.01 to \$5,000.00	\$69.06 /for the first \$500 and \$3.07 /for each additional \$100 or fraction thereof		
	\$5,000.01 to \$10,000.00	\$207.21 /for the first \$5,000 and \$2.81 /for each additional \$100 or fraction thereof		
	\$10,000.01 to \$50,000.00	\$347.71 /for the first \$10,000 and \$2.54 /for each additional \$100 or fraction thereof		
	\$50,000.01 to \$100,000.00	\$1,363.71 /for the first \$50,000 and \$2.49 /for each additional \$100 or fraction thereof		
	\$100,000.01 and over	\$2,608.71 /for the first \$100,000 and \$2.92 /for each additional \$100 or fraction thereof		
	Plan Review	25% of permit fee		9/24/2002

Department	Revenue Source	Fee or Charge	Authority	Effective Date
	<u>Plumbing Fees</u>			10/1/2009
	(Commercial, Industrial, Residential, & Multi-Family)			
	New One & Two Family Dwellings			
	1 bath	\$312.70		
	2 bath	\$437.78		
	3 bath	\$500.32		
	Each additional bath/kitchen fixture	\$25.02		
	Site Utilities			
	Catch basin or area drain	\$18.76		
	Drywell, leach line, or trench drain	\$18.76		
	Footing drain, first 100'	\$50.03		
	Each additional 100' or part thereof (footing drain)	\$37.52		
	Manufactured home utilities	\$50.03		
	Manholes	\$18.76		
	Rain drain connector	\$18.76		
	Sanitary sewer, first 100'	\$62.54		
	Storm sewer, first 100'	\$62.54		
	Water service, first 100'	\$62.54		
	Each additional 100' or part thereof (sanitary, storm, water service)	\$37.52		
	Fixture or Item			
	Backflow preventer	\$31.27		
	Backwater valve	\$12.51		
	Clothes washer	\$25.02		
	Dishwasher	\$25.02		
	Drinking fountain	\$25.02		
	Ejectors/sump	\$25.02		
	Expansion tank	\$12.51		
	Fixture/sewer cap	\$25.02		
	Floor drain/floor sink/hub	\$25.02		
	Garbage disposal	\$25.02		
	Hose bib	\$25.02		
	Ice maker	\$12.51		
	Interceptor/grease trap	\$25.02		
	Medical gas (value: \$)	<i>see table</i>		
	Primer	\$12.51		
	Roof drain (commercial)	\$12.51		
	Sink/basin/lavatory	\$25.02		
	Solar units (potable water)	\$62.54		
	Tub/shower/shower pan	\$12.51		

Department	Revenue Source	Fee or Charge	Authority	Effective Date
	Urinal	\$25.02		
	Water closet	\$25.02		
	Water heater	\$37.52		
	Water Piping/DWV	\$56.29		
	Other:	\$25.02		
	Minimum permit fee	\$72.50		
	Plumbing plan review	25% of permit fee		
	Medical Gas Systems			9/24/2002
	<u>Total Valuation:</u>			
	\$1.00 to \$5,000.00	\$72.50 /minimum		
	\$5,000.01 to \$10,000.00	\$72.50 /for the first \$5,000 and \$1.52 /for each additional \$100 or fraction thereof, to and including \$10,000.		
	\$10,000.01 to \$25,000.00	\$148.50 /for the first \$10,000 and \$1.54 /for each additional \$100 or fraction thereof, to and including \$25,000.		
	\$25,000.01 to \$50,000.00	\$379.50 /for the first \$25,000 and \$1.45 /for each additional \$100 or fraction thereof, to and including \$50,000.		
	\$50,000.01 and over	\$742.00 /for the first \$50,000 and \$1.20 /for each additional \$100 or fraction thereof.		
	<u>Restricted Energy</u>			6/27/2000
	Residential Energy Use, for all systems combined	\$75.00		
	Commercial Energy Use, for each system	\$75.00		
	<u>Sanitary Sewer Inspection Fee</u>			6/6/2000
	Residential	\$35.00		
	Commercial	\$45.00		
	Industrial	\$75.00		
	<u>Site Work/Grading Permit Fees</u>			10/1/2009
	<i>Based on project valuation - See Building Permit Fees (New Commercial).</i>			

Department	Revenue Source	Fee or Charge	Authority	Effective Date
	<u>Miscellaneous Fees</u>			
	Administrative fee to change issued permits, including but not limited to:			
	Address change (minimum charge - one-half hour)	\$90.00 per hour	Dept. Policy	7/1/2014
	Contractor change (minimum charge - one-half hour)	\$90.00 per hour	Dept. Policy	7/1/2014
	Process and handling fee to mail permits with plans	\$5.00	Dept. Policy	7/1/2014
	Fee paid inspections for residential structures pursuant to Title 14, Chapter 16			6/27/2000
	Single & Two Family Dwellings	\$100.00		
	Apartment Houses & Social Care Facilities	\$160.00 /plus \$7 for each dwelling unit in excess of 3		
	Hotels	\$160.00 /plus \$5 for each dwelling unit in excess of 5		
	<u>Information Processing & Archiving (IPA) Fee</u>	\$2.00 /sheet larger than 11" X 17"		7/1/2010
		\$0.50 /sheet 11" X 17" and smaller		
	<u>Investigation Fee</u>	\$90.00 per hour (average cost)		1/1/2014
	<i>(minimum charge: one-half hour)</i>			
	<u>Phased Occupancy</u>	\$200.00		6/27/2000
	<u>Permit or Plan Review Extension</u>	\$90.00		
	<u>Temporary Occupancy</u>	\$90.00		
	<u>Other Inspections & Fees:</u>			
	1. Inspections outside of normal business hours (minimum charge - 2 hours)	\$90.00 per hour		10/1/2009
	2. Reinspection fees	\$90.00 per hour		10/1/2009
	3. Inspections for which no fee is specifically indicated (minimum charge: one-half hour)	\$90.00 per hour		10/1/2009
	4. Additional plan review required by changes, additions or revisions to plans (minimum charge: one-half hour)	\$90.00 per hour		10/1/2009

Note: A 12% surcharge fee as mandated by the State Building Codes Division is applied to all permit fees, investigation fees and inspection fees listed above.

Department	Revenue Source	Fee or Charge	Authority	Effective Date	
COMMUNITY DEVELOPMENT - DEVELOPMENT SERVICES PLANNING					
	<u>Accessory Residential Units</u>	\$351	\$250	Council policy decision 2016	7/1/2016
	<u>Annexation</u>	\$3,294	\$3,353		7/1/2016
	<u>Appeal</u>				
	Director's Decision (Type II) to Hearings Officer	\$250		Set by Oregon Law [ORS 227.175(10)(b)]	7/1/2011
	Expedited Review (Deposit)	\$359	\$300.00	Set by Oregon Law [ORS 197.375(1)(a)]	7/1/2016
	Hearings Referee	\$599	\$610		7/1/2016
	Planning Commission/Hearing's Officer to City Council	\$3,312	\$3,372		7/1/2016
	<u>Approval Extension</u>	\$351	\$357		7/1/2016
	<u>Colocation (of Wireless Communication Facilities)</u>			TMC 18.798	7/1/2013
	<u>Conditional Use</u>				
	Initial	\$6,558	\$6,676		7/1/2016
	Major Modification	\$6,558	\$6,676		7/1/2016
	Minor Modification	\$718	\$731		7/1/2016
	<u>Design Evaluation Team (DET)</u>				
	<u>Recommendation (deposit)</u>	\$1,831	\$1,864		7/1/2016
	<u>Development Code Provision Review</u>				
	Single-Family Building Plan	\$88	\$90		7/1/2016
	New/Additions/Accessory (including, but not limited to, garages, carports, porches, patios, decks, storage sheds, awnings, steps and ramps)				
	Commercial/Industrial/Institution - New	\$351	\$357		7/1/2016
	Commercial/Industrial/Institution- Tenant Improvements in Existing Development				
	Project Valuation up to \$4,999				
	Project Valuation \$5,000 - \$74,999	\$88	\$90		7/1/2016
	Project Valuation \$75,000 - \$149,999	\$220	\$224		7/1/2016
	Project Valuation \$150,000 and more	\$351	\$357		7/1/2016

Department	Revenue Source	Fee or Charge	Authority	Effective Date
	<u>Downtown Review</u>			
	Downtown Review Compliance Letter	\$718	\$731	7/1/2016
	Downtown Design Administrative Review			
	Under \$1,000,000.00	\$1,678	\$1,708 + 0.004 x project valuation	7/1/2016
	\$1,000,000.00 and over (max fee \$25,000.00)	\$6,470	\$6,586 + 0.002 x project valuation	7/1/2016
	Downtown Design Review - Design Review Board	\$3,405	\$3,466 + applicable Type II fee	7/1/2016
	<u>Hearing Postponement</u>	\$399	\$406	7/1/2016
	<u>Historic Overlay/Review District</u>			
	Historic Overlay Designation	\$5,127	\$5,219	7/1/2016
	Removal Historic Overlay Designation	\$5,127	\$5,219	7/1/2016
	Exterior Alteration in Historic Overlay District	\$769	\$783	7/1/2016
	New Construction in Historic Overlay District	\$769	\$783	7/1/2016
	Demolition in Historic Overlay District	\$769	\$783	7/1/2016
	<u>Home Occupation Permit</u>			
	Type I	\$121	\$123	7/1/2016
	Type II	\$718	\$300	Council policy decision 2016 7/1/2016
	<u>Interpretation of the Community Development Code</u>			
	Director's Interpretation	\$718	\$731	7/1/2016
	Appeal to City Council	\$3,312	\$3,372	7/1/2016
	<u>Land Partition</u>			
	Residential and Non-Residential (3 Lots)	\$4,745	\$4,830	7/1/2016
	Residential and Non-Residential (2 Lots)	\$3,946	\$4,017	7/1/2016
	Expedited	\$5,537	\$5,637	7/1/2016
	Final Plat	\$1,102	\$1,122	7/1/2016
	<u>Lot Line Adjustment</u>	\$718	\$731	7/1/2016
	<u>Marijuana Facility Permit</u>	\$701	\$714	7/1/2016
	<u>Minor Modification to an Approved Plan</u>	\$718	\$731	7/1/2016
	<u>Non-Conforming Use Confirmation</u>	\$718	\$731	7/1/2016
	<u>Planned Development</u>			
	Conceptual Plan Review	\$9,286.00		Council policy decision 2016 7/1/2015
	Detailed Plan Review (Concurrent Hearing)	Applicable SDR Fee or Subdivision Fee + \$450	plus \$93.00 per lot	Council policy decision 2016 7/1/2016
	Detailed Plan Review (Separate Hearing)	Applicable SDR Fee or Subdivision Fee + \$2,771	plus \$93.00 per lot	Council policy decision 2016 7/1/2016

Department	Revenue Source	Fee or Charge	Authority	Effective Date
	<u>Pre-Application Conference</u>	\$718		7/1/2016
	Type III or IV		Council policy decision 2016	7/1/2016
	Type I or Type II		Council policy decision 2016	7/1/2016
	<u>Sensitive Lands Review</u>			
	With Excessive Slopes/Within Drainage Ways/ Within 100-Year Floodplain (Type I)	\$718		7/1/2016
	With Excessive Slopes/Within Drainage Ways/ Within Wetlands (Type II)	\$3,150	\$3,207	7/1/2016
	With Excessive Slopes/Within Drainage Ways/ Within Wetlands/Within the 100-Year Floodplain (Type III)	\$3,403	\$3,464	7/1/2016
	<u>Sign Permit</u>			
	Existing and Modification to an Existing Sign (No Size Differential)	\$197	\$201	7/1/2016
	Temporary Sign (Per Sign)	\$62	\$63	7/1/2016
	<u>Site Development Review & Major Modification</u>			
	Under \$1,000,000.00	\$5,564	\$5,664	7/1/2016
	\$1,000,000.00/Over (+\$6.00/per each \$10,000.00 over \$1,000,000.00)	\$7,228	\$7,358	7/1/2016
	Minor Modification	\$718	\$300	Council policy decision 2016 7/1/2016
	<u>Subdivision</u>			
	Preliminary Plat without Planned Development	\$6,424	\$8,890	Council policy decision 2016 7/1/2016
	Preliminary Plat with Planned Development	\$8,890		Council policy decision 2016 7/1/2016
	Expedited Preliminary Plat without —Planned Development	\$7,364	\$7,497	7/1/2016
	Expedited Preliminary Plat with —Planned Development	\$7,365		Council policy decision 2016 7/1/2016
	Final Plat	\$2,221	\$2,261	7/1/2016
	Plat Name Change	\$401	\$408	7/1/2016
	<u>Temporary Use</u>			
	Director's Decision	\$351	\$357	7/1/2016
	Special Exemption/Non-Profit			
	Special Mixed Use-Central Business District Zone Rate			
	1st Temporary Use in a Calendar Year	\$351	\$357	7/1/2016
	2nd Through 5th Temporary Use With Substantially the Same Site Plan Within A Calendar Year	\$62	\$63	7/1/2016

Department	Revenue Source	Fee or Charge	Authority	Effective Date
	<u>Urban Forestry</u>			
	Type I Modification to the Urban Forestry Plan Component of an Approved Land Use Permit	\$691	\$703	7/1/2016
	Type III Discretionary Urban Forestry Plan Review Permit with concurrent Type III review	\$432	\$440	7/1/2016
	Type III Discretionary Urban Forestry Plan Review Permit without concurrent Type III review	\$2,664	\$2,712	7/1/2016
	<u>Variance/Adjustment</u>			
	Administrative Variance	\$769	\$783	7/1/2016
	Development Adjustment	\$351	\$357	7/1/2016
	Special Adjustments			
	Adjustment to a Subdivision	\$351	\$357	7/1/2016
	Reduction of Minimum Residential Density	\$351	\$357	7/1/2016
	Access/Egress Standards Adjustment	\$769	\$783	7/1/2016
	Parking Adjustments			
	Reduction in Minimum or Increase In Maximum Parking Ratio	\$769	\$783	7/1/2016
	Reduction in New or Existing Development/Transit Imprvmt	\$769	\$783	7/1/2016
	Reduction in Bicycle Parking	\$769	\$783	7/1/2016
	Alternative Parking Garage Layout	\$769	\$783	7/1/2016
	Reduction in Stacking Lane Length	\$351	\$357	7/1/2016
	Sign Code Adjustment	\$769	\$783	7/1/2016
	Street Improvement Adjustment	\$769	\$783	7/1/2016
	Wireless Communication Facility Adjustments			
	Setback from Nearby Residence	\$769	\$783	7/1/2016
	Distance from Another Tower	\$351	\$357	7/1/2016
	<u>Zoning Map/Text Amendment</u>			
	Legislative - Comprehensive Plan	\$11,013	\$11,211	7/1/2016
	Legislative - Community Development Code	\$4,496	\$4,577	7/1/2016
	Quasi-Judicial	\$4,143	\$4,218	7/1/2016
	<u>Zoning Analysis (Detailed)</u>	\$718	\$731	7/1/2016
	<u>Zoning Inquiry Letter (Simple)</u>	\$105	\$107	7/1/2016

Department	Revenue Source	Fee or Charge	Authority	Effective Date
COMMUNITY DEVELOPMENT - MISCELLANEOUS FEES & CHARGES				
	<u>Plan Copies</u>	\$2.50		7/1/2007
	<u>Community Development Code</u>			
	CD Rom	\$10.00		
	<u>Tigard Comprehensive Plan</u>			
		\$75.00		7/1/2011
	<u>GIS Maps*</u>			
	8-1/2" x 11"			
	Non Aerial	\$2.50		7/1/2011
	Aerial	\$4.00		7/1/2011
	11" x 17"			
	Non Aerial	\$5.00		7/1/2011
	Aerial	\$7.00		7/1/2011
	17" x 22"			
	Non Aerial	\$11.00		7/1/2011
	Aerial	\$15.00		7/1/2011
	34" x 44"			
	Non Aerial	\$25.00		7/1/2011
	Aerial	\$30.00		7/1/2011
	Custom Maps	Staff Hourly Rate		
	<u>Information Processing & Archiving (IPA) Fee</u>			
	Temporary Sign	\$5.00		7/1/2010
	Type I Review	\$18.00		7/1/2010
	Type II Review	\$175.00		7/1/2010
	Type III Review	\$200.00		7/1/2010
	Type IV Review	\$200.00		7/1/2010
	<u>Neighborhood Meeting Signs (Land Use)</u>	\$2.00		1997
	<u>Oversize Load Permit</u>	\$200.00		7/1/2005
	<u>Planimetric Maps</u>			
	Blueprint print - quarter section	\$5.00		
	Mylar - quarter section	\$150.00	/+ reproduction cost	
	<u>Retrieval of Materials Confiscated in ROW</u>			
	Lawn and A-board signs	\$40.00	/sign	7/1/2010
	Other signs and materials (based on size and value)		City Manager's Discretion (per TMC 7.61.035 Ord 10-06)	7/1/2010
	<u>Tigard Transportation System Plan</u>	\$75.00		7/1/2011
	<u>Washington Square Regional Center</u>			1999
	Task Force Recommendations	\$10.00		
	Master Plan Map (Zoning/Plan)	\$2.50		

Per Ord 03-59, fee is adjusted yearly based on the Construction Cost Index for the City of Seattle as published in the April issue of Engineering News Record.

Department	Revenue Source	Fee or Charge	Authority	Effective Date
COMMUNITY DEVELOPMENT - MISCELLANEOUS DEVELOPMENT				
	Blasting Permit*	\$373 \$380		7/1/ 2015 2016
	Fee in Lieu of Sewer (MU-CBD zone only)	Based on actual cost of sewer connection, if sewer was available the current Washington County Assessor-determined real market value of the land (not improvements) by 10%.		1998
	Sanitary Sewer Connection Fee (This fee is determined by Clean Water Services. The City of Tigard receives 3.99% of fees collected.)	\$5,100 \$5,300 /dwelling unit		7/1/ 2015 2016
	Water Quality Facility Fee (Fee set by Clean Water Services) (City receives 100% of fees collected)			6/6/2000
	Residential Single Family	\$225 /unit		
	Commercial & Multi-family	\$225 /2,640 sq. ft. of additional impervious surface		
	Water Quantity Facility Fee (Fee set by Clean Water Services) (City receives 100% of fees collected)			6/6/2000
	Residential Single Family	\$275 /unit		
	Commercial & Multi-family	\$275 /2,640 sq. ft. of additional impervious surface		
	Metro Construction Excise Tax (City will retain 5% for administrative expenses) (Tax set by Metro, but collected by cities)	12% of building permits for projects with a total valuation of \$100,001 or more; not to exceed \$12,000.		7/1/2006
	School District Construction Excise Tax (City will retain 4% for administrative expenses) (Tax set by school districts based on ORS 320.170-189 and collected by cities)			
	Beaverton School District	\$1.17 \$1.23 /sq. ft. residential construction	ORS 320.170-189	7/1/ 2015 2016
		\$0.58 \$0.61 /sq. ft. non-residential construction	ORS 320.170-189	7/1/ 2015 2016
		Non-residential maximum per building \$30,700.00 permit or per structure, whichever is less	ORS 320.170-189	7/1/2016
	Tigard-Tualatin School District	\$1.14 \$1.20 /sq. ft. residential construction	ORS 320.170-189	7/1/2014 9/1/2015
		\$0.57 \$0.60 /sq. ft. non-residential construction	ORS 320.170-189	7/1/2014 9/1/2015
		Non-residential maximum per building \$29,900.00 permit or per structure, whichever is less	ORS 320.170-189	9/1/2015

Department	Revenue Source	Fee or Charge	Authority	Effective Date
COMMUNITY DEVELOPMENT - MISCELLANEOUS DEVELOPMENT				
	<u>Urban Forestry*</u>			
	Hazard Tree Dispute Resolution Fee	\$169	\$172 + \$55.00 each additional tree	7/1/2016
	In Lieu of Planting Fees (Planting & 3 Year Maintenance)			
	Street Tree	\$550	\$560 per 1.5" caliper tree	7/1/2016
	Open Grown Tree	\$550	\$560 per 1.5" caliper tree	7/1/2016
	Stand Grown Tree	\$392	\$399 per tree 2' in height or 1 gallon container	7/1/2016
	Tree Permit Fees (Complex)			
	City Board or Committee			3/1/2013
	City Manager			3/1/2013
	Tree Canopy Fee		per square foot of tree canopy	
	Urban Forest Inventory Fees			
	Open Grown Tree	\$154	\$154 + \$28.00 each additional tree	7/1/2016
	Stand of Trees	\$200	\$204 + \$44.00 each additional stand	7/1/2016
	Tree Establishment Bond (Planting & Early Establishment)			
	1.5" Caliper Minimum Street or Open Grown Tree in Subdivisions or Minor Land Partitions	\$504	\$510 per tree	7/1/2016
	1.5" Caliper Minimum Street or Open Grown Tree in Land Use Review Types other than Subdivisions or Minor Land Partitions	\$452	\$460 per tree	7/1/2016
	2' in Height or 1 Gallon Container Minimum Stand Grown Tree in Subdivisions or Minor Land Partitions	\$376	\$383 per tree	7/1/2016
	2' in Height or 1 Gallon Container Minimum Stand Grown Tree in Land Use Review Types other than Subdivisions or Minor Land Partitions	\$359	\$365 per tree	7/1/2016
	<u>Vacation (Streets and Public Access)*</u>	\$2,657	\$2,705 /deposit + actual costs	7/1/2016

* Per Ord 03-59, fee is adjusted yearly based on the Construction Cost Index for the City of Seattle as published in the April issue of Engineering News Record.

**\$307.00 per tree up to and including 10 trees. If over 10 trees, the applicant submits a deposit of \$307.00 for each tree over 10 trees up to a maximum of \$5000.00. The applicant is charged actual staff time to process the permit and will be refunded the balance of the deposit if any remains after the review is complete

Department	Revenue Source	Fee or Charge	Authority	Effective Date
PUBLIC WORKS - DEVELOPMENT ENGINEERING				
	<u>Addressing Assignment Fee</u>	\$50.00	Res. 99-08	10/29/2003
	<u>Erosion Control Inspection Fee</u>			
	<u>With Development</u>			
	Construction Cost Estimate \$0-\$25,000	\$80.70	IGA w/ Clean Water Service	7/1/2014
	Construction Cost Estimate \$25,001-\$50,000	\$107.60		7/1/2014
	Construction Cost Estimate \$50,001-\$100,000	\$161.40		7/1/2014
	Construction Cost Estimate over \$100,000	\$161.40 plus \$75 per \$100,000 or fraction thereof exceeding the first \$100,000		7/1/2014
	<u>Without Development</u>			
	0-0.99acres	\$322.80		7/1/2014
	1acre of greater	\$322.80 plus \$150 per acre or fraction thereof		7/1/2014
	Reinspection Fee	\$96.84 per hour with a minimum of 1 hour		7/1/2014
	Plan Check	included in inspection fee		7/1/2014
	Plan Resubmittal Review	\$96.84 per hour with a minimum of 1/2 hour		7/1/2014
	<u>Fee In Lieu Of Bicycle Striping</u>			
	8-inch white stripe	\$2.69 /linear foot of frontage		7/1/2014
	Bike lane legends	\$188.30 /each		7/1/2014
	Directional mini-arrows	\$107.60 /each		7/1/2014
	Mono-directional reflective markers	\$4.30 /each		7/1/2014
	<u>Fee In Lieu Of Undergrounding</u>	\$35.00 /lineal feet of frontage	CDC 18.180.120	10/29/2003
	<u>Public Facility Improvement Permit</u>	2% plan review plus 5% of estimated cost of public improvement with a \$300 minimum		7/1/2009 7/1/2005
	<u>Reimbursement District Application Fee</u>	\$300.00		1/27/1998
	<u>Reimbursement District Fee</u>	Not to Exceed \$6,000.00 unless reimbursement fee exceeds \$15,000.00. Any amount over \$15,000.00 shall be reimbursed by the owner; \$6,000.00 limit valid for only 3 years from Council approval of district cost.	Res. 98-03	7/1/2001
	<u>Streetlight Energy & Maintenance Fee</u>	Based upon PGE Schedule #95 Option "A" for the first two years costs	PGE	2000
	<u>Traffic/Pedestrian Signs</u>	Cost of materials and labor	Dept. Policy with Council Direction	2/7/2002

Department	Revenue Source	Fee or Charge	Authority	Effective Date
PUBLIC WORKS - UTILITIES				
	Booster Pump Charge			
	Meter Size (diameter inches)			
	5/8 x 3/4	\$4.86 /monthly		1/1/2014
		\$5.15 /monthly		1/1/2015
	3/4 x 3/4	\$7.00 /monthly		1/1/2014
		\$7.42 /monthly		1/1/2015
	1	\$12.95 /monthly		1/1/2014
		\$13.72 /monthly		1/1/2015
	1.5	\$38.83 /monthly		1/1/2014
		\$41.16 /monthly		1/1/2015
	2	\$63.04 /monthly		1/1/2014
		\$66.82 /monthly		1/1/2015
	3	\$111.16 /monthly		1/1/2014
		\$117.83 /monthly		1/1/2015
	4	\$227.97 /monthly		1/1/2014
		\$241.65 /monthly		1/1/2015
	6	\$242.67 /monthly		1/1/2014
		\$257.23 /monthly		1/1/2015
	8	\$388.27 /monthly		1/1/2014
		\$411.57 /monthly		1/1/2015
	10	\$758.59 /monthly		1/1/2014
		\$804.11 /monthly		1/1/2015
	12	\$1,092.36 /monthly		1/1/2014
		\$1,157.91 /monthly		1/1/2015

Department	Revenue Source	Fee or Charge	Authority	Effective Date
	Customer Charge			
	<i>(Basic fee charged to customers to have the City deliver water.)</i>			
	Meter Size (diameter inches)			
	5/8 x 3/4	\$25.83 /monthly		1/1/2015
		\$26.67 /monthly		1/1/2016
		\$27.54 /monthly		1/1/2017
		\$28.44 /monthly		1/1/2018
		\$29.36 /monthly		1/1/2019
	3/4 x 3/4	\$37.21 /monthly		1/1/2015
		\$38.42 /monthly		1/1/2016
		\$39.67 /monthly		1/1/2017
		\$40.96 /monthly		1/1/2018
		\$42.29 /monthly		1/1/2019
	1	\$57.96 /monthly		1/1/2015
		\$59.84 /monthly		1/1/2016
		\$61.78 /monthly		1/1/2017
		\$63.79 /monthly		1/1/2018
		\$65.86 /monthly		1/1/2019
	1.5	\$153.05 /monthly		1/1/2015
		\$158.02 /monthly		1/1/2016
		\$163.16 /monthly		1/1/2017
		\$168.46 /monthly		1/1/2018
		\$173.93 /monthly		1/1/2019
	2	\$248.32 /monthly		1/1/2015
		\$256.39 /monthly		1/1/2016
		\$264.72 /monthly		1/1/2017
		\$273.32 /monthly		1/1/2018
		\$282.20 /monthly		1/1/2019

Department	Revenue Source	Fee or Charge	Authority	Effective Date
		3	\$488.77 /monthly	1/1/2015
			\$504.66 /monthly	1/1/2016
			\$521.06 /monthly	1/1/2017
			\$537.99 /monthly	1/1/2018
			\$555.47 /monthly	1/1/2019
		4	\$928.43 /monthly	1/1/2015
			\$958.60 /monthly	1/1/2016
			\$989.75 /monthly	1/1/2017
			\$1,021.92 /monthly	1/1/2018
			\$1,055.13 /monthly	1/1/2019
		6	\$1,041.00 /monthly	1/1/2015
			\$1,074.83 /monthly	1/1/2016
			\$1,109.76 /monthly	1/1/2017
			\$1,145.83 /monthly	1/1/2018
			\$1,183.07 /monthly	1/1/2019
		8	\$1,625.84 /monthly	1/1/2015
			\$1,678.68 /monthly	1/1/2016
			\$1,733.24 /monthly	1/1/2017
			\$1,789.57 /monthly	1/1/2018
			\$1,847.73 /monthly	1/1/2019
		10	\$3,000.08 /monthly	1/1/2015
			\$3,097.58 /monthly	1/1/2016
			\$3,198.25 /monthly	1/1/2017
			\$3,302.19 /monthly	1/1/2018
			\$3,409.51 /monthly	1/1/2019
		12	\$4,244.91 /monthly	1/1/2015
			\$4,382.87 /monthly	1/1/2016
			\$4,525.31 /monthly	1/1/2017
			\$4,672.38 /monthly	1/1/2018
			\$4,824.23 /monthly	1/1/2019
	Final Notification Process Fee		\$30.00 /per instance	7/1/2009

Department	Revenue Source	Fee or Charge	Authority	Effective Date
	<u>Fire Hydrant Flow Test</u>	\$325.00	\$375.00 /test	12/9/2008 7/1/2016
	<u>Fire Hydrant Usage - Temporary</u>			
	3" hydrant meter deposit*	\$650.00		9/1/2002
	*Deposit is refundable if returned in good condition			
	Hook-up service	\$50.00		2/27/2001
	Continued use	\$50.00 /month		2/27/2001
	Consumption	Current irrigation water usage rate per 100 cubic feet of water used		9/1/2002
	<u>Fire Rates (Sprinklers)</u>			
	6" or smaller	\$18.16	\$18.49 /month	7/1/ 2015 2016
	8" or larger	\$24.03	\$24.46 /month	7/1/ 2015 2016
	<u>Fire Service Connection</u>	\$1,495.29 /+ 12% fee based on construction costs.		7/1/2015
	<u>Meter Disconnection</u>	Actual labor and material costs + 10%		9/1/2002
	<u>Meter Installation Fees</u>			
	5/8" x 3/4" Meter	\$350.00	\$356.00	9/1/2011 7/1/2016
	3/4" x 3/4" Meter	\$400.00	\$407.00	10/1/2011 7/1/2016
	1" Meter	\$550.00	\$560.00	9/1/2011 7/1/2016
	1 1/2" Meter	\$850.00	\$865.00	9/1/2011 7/1/2016
	2" Meter	\$1,100.00	\$1,120.00	9/1/2011 7/1/2016
	3" or more Meter	Actual labor & materials + 10%		9/1/2011
	<u>Meter Out-of-Order Test</u>	Meter calibration cost + actual labor and material costs + 10%		9/1/2002
	<u>Sanitary Sewer Service (Fee set by Clean Water Services)</u>			
	(City receives 20% of fees collected)			
	Base Charge	\$26.63	\$27.45 /dwelling unit/month	7/1/ 2015 2016
	Use Charge	\$1.77	\$1.82 /100 cubic feet/month for individual customer winter average	7/1/ 2015 2016
	Tigard Sewer Surcharge		\$2.07 /dwelling unit/month	10/1/2016
	<u>Service Installation Fees</u>			
	Single Trench - Single Residential Service	\$3,630.00	\$3,695.00 includes labor & materials	10/1/2011 7/1/2016
	1 1/2" Meter and greater	Actual labor and material costs + 10%		10/1/2011
	<u>Storm and Surface Water (Fee set by Clean Water Services)</u>			
	(City retains 75% of Service Charge fees collected)			
	(City retains 100% of its Surcharge fees collected)			
	Service Charge	\$7.25	\$7.75 /ESU/month	7/1/ 2015 2016
	Tigard Stormwater Surcharge	\$2.00 /ESU/month		7/1/2009
	<u>Water Bacteriological Quality Testing</u>			
	Cost per test	\$60.00	\$65.00	7/1/2008 7/1/2016

Department	Revenue Source	Fee or Charge	Authority	Effective Date
	<u>Water Disconnection Charge for Non-payment</u>			
	During business hours	\$50.00		2/27/2001
	<u>Water Line Construction - New Development</u>	12% of Actual Cost		2/27/2001
	<u>Water Main Extension</u>			
	Designed and installed by others	12% of Actual Cost		9/1/2002
	<u>Water Usage Charges</u>			
	Residential			
	Tier 1	\$3.34 /100 cubic feet of water		1/1/2015
	Tier 2	\$4.88 /100 cubic feet of water		1/1/2015
	Tier 3	\$5.58 /100 cubic feet of water		1/1/2015
	Tier 1	\$3.45 /100 cubic feet of water		1/1/2016
	Tier 2	\$5.04 /100 cubic feet of water		1/1/2016
	Tier 3	\$5.76 /100 cubic feet of water		1/1/2016
	Tier 1	\$3.56 /100 cubic feet of water		1/1/2017
	Tier 2	\$5.20 /100 cubic feet of water		1/1/2017
	Tier 3	\$5.95 /100 cubic feet of water		1/1/2017
	Tier 1	\$3.68 /100 cubic feet of water		1/1/2018
	Tier 2	\$5.37 /100 cubic feet of water		1/1/2018
	Tier 3	\$6.14 /100 cubic feet of water		1/1/2018
	Tier 1	\$3.80 /100 cubic feet of water		1/1/2019
	Tier 2	\$5.54 /100 cubic feet of water		1/1/2019
	Tier 3	\$6.34 /100 cubic feet of water		1/1/2019
	Multi-Family			
	Tier 1	\$2.78 /100 cubic feet of water		1/1/2015
	Tier 2	\$4.06 /100 cubic feet of water		1/1/2015
	Tier 3	\$4.65 /100 cubic feet of water		1/1/2015
	Tier 1	\$2.87 /100 cubic feet of water		1/1/2016
	Tier 2	\$4.19 /100 cubic feet of water		1/1/2016
	Tier 3	\$4.80 /100 cubic feet of water		1/1/2016
	Tier 1	\$2.96 /100 cubic feet of water		1/1/2017
	Tier 2	\$4.33 /100 cubic feet of water		1/1/2017
	Tier 3	\$4.96 /100 cubic feet of water		1/1/2017
	Tier 1	\$3.06 /100 cubic feet of water		1/1/2018
	Tier 2	\$4.47 /100 cubic feet of water		1/1/2018
	Tier 3	\$5.12 /100 cubic feet of water		1/1/2018
	Tier 1	\$3.16 /100 cubic feet of water		1/1/2019
	Tier 2	\$4.62 /100 cubic feet of water		1/1/2019
	Tier 3	\$5.29 /100 cubic feet of water		1/1/2019

Department	Revenue Source	Fee or Charge	Authority	Effective Date
	Commercial			
		Tier 1	\$3.44 /100 cubic feet of water	1/1/2014
		Tier 2	\$5.01 /100 cubic feet of water	1/1/2014
		Tier 3	\$5.73 /100 cubic feet of water	1/1/2014
		Tier 1	\$3.80 /100 cubic feet of water	1/1/2015
		Tier 2	\$5.54 /100 cubic feet of water	1/1/2015
		Tier 3	\$6.33 /100 cubic feet of water	1/1/2015
		Tier 1	\$3.92 /100 cubic feet of water	1/1/2016
		Tier 2	\$5.72 /100 cubic feet of water	1/1/2016
		Tier 3	\$6.54 /100 cubic feet of water	1/1/2016
		Tier 1	\$4.05 /100 cubic feet of water	1/1/2017
		Tier 2	\$5.91 /100 cubic feet of water	1/1/2017
		Tier 3	\$6.75 /100 cubic feet of water	1/1/2017
		Tier 1	\$4.18 /100 cubic feet of water	1/1/2018
		Tier 2	\$6.10 /100 cubic feet of water	1/1/2018
		Tier 3	\$6.97 /100 cubic feet of water	1/1/2018
		Tier 1	\$4.32 /100 cubic feet of water	1/1/2019
		Tier 2	\$6.30 /100 cubic feet of water	1/1/2019
		Tier 3	\$7.20 /100 cubic feet of water	1/1/2019
	Industrial	Uniform Rate	\$5.29 /monthly	1/1/2015
			\$5.46 /monthly	1/1/2016
			\$5.64 /monthly	1/1/2017
			\$5.82 /monthly	1/1/2018
			\$6.01 /monthly	1/1/2019
	Irrigation	Uniform Rate	\$7.51 /monthly	1/1/2015
			\$7.75 /monthly	1/1/2016
			\$8.00 /monthly	1/1/2017
			\$8.26 /monthly	1/1/2018
			\$8.53 /monthly	1/1/2019

Department	Revenue Source	Fee or Charge	Authority	Effective Date
	Tiered Rate Structure Thresholds (100 cubic feet of water)			
	Meter Size			
	5/8 x 3/4	Tier 1	6 ccf	
		Tier 2	15 ccf	
		Tier 3	over 15 ccf	
	3/4 x 3/4	Tier 1	9 ccf	
		Tier 2	22 ccf	
		Tier 3	over 22 ccf	
	1	Tier 1	16 ccf	
		Tier 2	40 ccf	
		Tier 3	over 40 ccf	
	1.5	Tier 1	48 ccf	
		Tier 2	120 ccf	
		Tier 3	over 120 ccf	
	2	Tier 1	78 ccf	
		Tier 2	195 ccf	
		Tier 3	over 195 ccf	
	3	Tier 1	137 ccf	
		Tier 2	344 ccf	
		Tier 3	over 344 ccf	
	4	Tier 1	282 ccf	
		Tier 2	705 ccf	
		Tier 3	over 705 ccf	
	6	Tier 1	300 ccf	
		Tier 2	750 ccf	
		Tier 3	over 750 ccf	
	8	Tier 1	480 ccf	
		Tier 2	1,200 ccf	
		Tier 3	over 1,200 ccf	
	10	Tier 1	938 ccf	
		Tier 2	2,345 ccf	
		Tier 3	over 2,345 ccf	
	12	Tier 1	1,350 ccf	
		Tier 2	3,376 ccf	
		Tier 3	over 3,376 ccf	
	<u>Street Maintenance Fee (TMC 15.20)</u>			
	Monthly Residential Rate - Single and Multi-Family	\$5.30	/ unit	Ord. 16-07
	Monthly Non-Residential Rate	\$1.86	/per min required parking space	7/1/2016
	Monthly Residential Rate - Single and Multi-Family	\$6.56	/ unit	1/1/2017
	Monthly Non-Residential Rate	\$2.15	/per min required parking space	1/1/2017
	Staff Review	No Charge		
	City Council Written Appeal Filing Fee	\$300.00		
	Tigard Transportation Utility Fee (River Terrace)	\$5.00	Page 31 / month	Res. 14-66
				10/1/2016

Revenue Source	Fee or Charge	AuthEffective Date
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Solid Waste Collection Rates

Residential Cart Collections

Recycling only (carts & yard debris cart)	\$13.38	7/1/2015
(recycling cart only)	\$7.17	7/1/2015
(yard debris only)	\$6.21	7/1/2015
Mini cart (20 gal) with yard debris	\$21.51	7/1/2015
without yard debris	\$19.10	7/1/2015
Cart (32 gal) with yard debris	\$24.50	7/1/2015
without yard debris	\$21.99	7/1/2015
Cart (60 gal) with yard debris	\$36.43	7/1/2015
Cart (90 gal) with yard debris	\$43.50	7/1/2015
On-call service (mixed waste, recycling cart and yard debris)	\$12.25	7/1/2015

Commercial Cart Collections

20 gallon	\$21.51	7/1/2015
32 gallon	\$24.50	7/1/2015
60 gallon	\$36.43	7/1/2015
90 gallon	\$43.50	7/1/2015

Commercial Container Collections

	Every other Week	Weekly Collection Frequency					
		One	Two	Three	Four	Five	
One yard	\$65.46	\$106.94	\$199.95	\$289.35	\$378.76	\$468.39	7/1/2015
Each additional		\$70.14	\$135.29	\$200.30	\$265.32	\$330.48	7/1/2015
One and 1/2 yards	\$77.02	\$137.33	\$253.46	\$369.49	\$485.53	\$601.67	7/1/2015
Each additional		\$97.13	\$188.80	\$280.45	\$372.08	\$463.76	7/1/2015
Two yards	\$90.29	\$164.37	\$307.03	\$449.68	\$592.32	\$734.96	7/1/2015
Each additional		\$124.19	\$242.38	\$360.63	\$478.88	\$597.05	7/1/2015
Three yards	\$116.90	\$218.29	\$414.16	\$609.93	\$805.73	\$1,001.62	7/1/2015
Each additional		\$178.09	\$349.50	\$520.89	\$692.29	\$863.70	7/1/2015
Four yards	\$143.53	\$272.22	\$521.35	\$770.25	\$1,019.15	\$1,271.73	7/1/2015
Each additional		\$232.61	\$456.69	\$681.19	\$905.72	\$1,130.37	7/1/2015
Five yards	\$170.02	\$326.20	\$628.34	\$930.49	\$1,232.64	\$1,534.80	7/1/2015
Each additional		\$286.01	\$563.71	\$841.44	\$1,119.19	\$1,396.89	7/1/2015
Six yards	\$196.66	\$379.85	\$735.25	\$1,090.52	\$1,445.79	\$1,801.17	7/1/2015
Each additional		\$239.67	\$670.59	\$1,001.45	\$1,332.34	\$1,663.28	7/1/2015

Revenue Source	Fee or Charge					Auth	Effective Date
Eight yards	\$249.78	\$488.69	\$950.33	\$1,411.99	\$1,873.62	\$2,335.28	7/1/2015
Each additional		\$448.51	\$885.68	\$1,322.94	\$1,760.18	\$2,197.36	7/1/2015
1 yard compacted		\$240.61	\$449.90	\$651.05	\$851.15	\$1,053.91	7/1/2015
2 yard compacted		\$369.85	\$690.81	\$1,011.79	\$1,332.74	\$1,653.69	7/1/2015
3 yard compacted		\$491.14	\$931.84	\$1,372.31	\$1,812.85	\$2,253.58	7/1/2015
4 yard compacted		\$612.49	\$1,173.03	\$1,733.06	\$2,293.08	\$2,861.37	7/1/2015
<u>Drop Box Collections</u>							7/1/2015
10 Cubic Yard Container		\$143.38					7/1/2015
20 Cubic Yard Container		\$143.38					7/1/2015
30 Cubic Yard Container		\$143.38					7/1/2015
40 Cubic Yard Container		\$143.38					7/1/2015
All Compactors		\$149.80					7/1/2015
Delivery		\$72.76					
<u>Demurrage</u>							
20 Cubic Yard Container		\$5.35		10/20 Yard Box after 48 hours			7/1/2015
30 Cubic Yard Container		\$7.06		30 Yard Box after 48 hours			7/1/2015
40 Cubic Yard Container		\$7.06		40 Yard Box after 48 hours			7/1/2015
All Compactors		\$8.56		Drop Box with Lid			7/1/2015
Delivery							
<i>Service Fee plus actual disposal cost and franchise fee</i>							
<u>Medical Waste Collections</u>							7/1/2015
On-Site Pick-up Charge		\$30.50		Rate is the on-site collection			7/1/2015
Disposal Cost per 17 to 31 gallon unit		\$21.74		charge plus the disposal cost per			7/1/2015
Disposal Cost per 43 gallon unit		\$26.34		medical container unit			
<u>Miscellaneous Service Rates</u>							7/1/2015
Extra mixed waste per cart - overload fee (based on 32 gallon capacity)		\$4.28		/occurrence			7/1/2015
Extra yard debris (manual up to 32 gallon)		\$3.21		/occurrence			7/1/2015
Additional yard debris service (second 60 gallon cart)		\$3.75		/occurrence			7/1/2015
Call back/return for pick up of inaccessible cart per service call		\$12.84		/occurrence			7/1/2015
Yard service rate - extra distance away from curb after first 5 feet		\$4.28		/occurrence			7/1/2015
Special service fees		\$77.04		/occurrence			7/1/2014
Account reinstatement fee		\$30.00		/occurrence			7/1/2014
NSF check fee		\$35.00		/occurrence			
Tire disposal				Hourly Rate + disposal fee			

Revenue Source	Fee or Charge	AuthEffective Date
<u>Solid Waste Compactor Permit</u>	\$100.00	Res. 91-76

Solid Waste Collection Rates

1.5% increase

Residential Cart Collections

Recycling only (carts & yard debris cart)	\$13.58	1/1/2017
(recycling cart only)	\$7.28	1/1/2017
(yard debris only)	\$6.30	1/1/2017
Mini cart (20 gal) with yard debris	\$21.83	1/1/2017
without yard debris	\$19.39	1/1/2017
Cart (32 gal) with yard debris	\$24.87	1/1/2017
without yard debris	\$22.32	1/1/2017
Cart (60 gal) with yard debris	\$36.98	1/1/2017
Cart (90 gal) with yard debris	\$44.15	1/1/2017
On-call service (mixed waste, recycling cart and yard debris)	\$12.43	1/1/2017

Commercial Cart Collections

20 gallon	\$21.83	1/1/2017
32 gallon	\$24.87	1/1/2017
60 gallon	\$36.98	1/1/2017
90 gallon	\$44.15	1/1/2017

Weekly Collection Frequency

	Every other Week	One	Two	Three	Four	Five	
One yard	\$66.44	\$108.54	\$202.95	\$293.69	\$384.44	\$475.42	1/1/2017
Each additional		\$71.19	\$137.32	\$203.30	\$269.30	\$335.44	1/1/2017
One and 1/2 yards	\$78.18	\$139.39	\$257.26	\$375.03	\$492.81	\$610.70	1/1/2017
Each additional		\$98.59	\$191.63	\$284.66	\$377.66	\$470.72	1/1/2017
Two yards	\$91.64	\$166.84	\$311.64	\$456.43	\$601.20	\$745.98	1/1/2017
Each additional		\$126.05	\$246.02	\$366.04	\$486.06	\$606.01	1/1/2017
Three yards	\$118.65	\$221.56	\$420.37	\$619.08	\$817.82	\$1,016.64	1/1/2017
Each additional		\$180.76	\$354.74	\$528.70	\$702.67	\$876.66	1/1/2017
Four yards	\$145.68	\$276.30	\$529.17	\$781.80	\$1,034.44	\$1,290.81	1/1/2017
Each additional		\$236.10	\$463.54	\$691.41	\$919.31	\$1,147.33	1/1/2017
Five yards	\$172.57	\$331.09	\$637.77	\$944.45	\$1,251.13	\$1,557.82	1/1/2017
Each additional		\$290.30	\$572.17	\$854.06	\$1,135.98	\$1,417.84	1/1/2017

Revenue Source	Fee or Charge						AuthEffective Date
Six yards	\$199.61	\$385.55	\$746.28	\$1,106.88	\$1,467.48	\$1,828.19	1/1/2017
Each additional		\$344.77	\$680.65	\$1,016.47	\$1,352.33	\$1,688.23	1/1/2017
Eight yards	\$253.53	\$496.02	\$964.58	\$1,433.17	\$1,901.72	\$2,370.31	1/1/2017
Each additional		\$455.24	\$898.97	\$1,342.78	\$1,786.58	\$2,230.32	1/1/2017
1 yard compacted		\$244.22	\$456.65	\$660.82	\$863.92	\$1,069.72	1/1/2017
2 yard compacted		\$375.40	\$701.17	\$1,026.97	\$1,352.73	\$1,678.50	1/1/2017
3 yard compacted		\$498.51	\$945.82	\$1,392.89	\$1,840.04	\$2,287.38	1/1/2017
4 yard compacted		\$621.68	\$1,190.63	\$1,759.06	\$2,327.48	\$2,904.29	1/1/2017
<u>Drop Box Collections</u>							
10 Cubic Yard Container		\$145.53					1/1/2017
20 Cubic Yard Container		\$145.53					1/1/2017
30 Cubic Yard Container		\$145.53					1/1/2017
40 Cubic Yard Container		\$145.53					1/1/2017
All Compactors		\$152.05					1/1/2017
Delivery		\$73.85					1/1/2017
<u>Demurrage</u>							
20 Cubic Yard Container		\$5.43	10/20 Yard Box after 48 hours				1/1/2017
30 Cubic Yard Container		\$7.17	30 Yard Box after 48 hours				1/1/2017
40 Cubic Yard Container		\$7.17	40 Yard Box after 48 hours				1/1/2017
All Compactors		\$8.69	Drop Box with Lid				1/1/2017
Delivery							
<i>Service Fee plus actual disposal cost and franchise fee</i>							
<u>Medical Waste Collections</u>							
On-Site Pick-up Charge		\$30.96	Rate is the on-site collection				1/1/2017
Disposal Cost per 17 to 31 gallon unit		\$22.07	charge plus the disposal cost per				1/1/2017
Disposal Cost per 43 gallon unit		\$26.74	medical container unit				1/1/2017
<u>Miscellaneous Service Rates</u>							
Extra mixed waste per cart - overload fee (based on 32 gallon capacity)		\$4.34	/occurrence				1/1/2017
Extra yard debris (manual up to 32 gallon)		\$3.26	/occurrence				1/1/2017
Additional yard debris service (second 60 gallon cart)		\$3.81	/occurrence				1/1/2017
Call back/return for pick up of inaccessible cart per service call		\$13.03	/occurrence				1/1/2017
Yard service rate - extra distance away from curb after first 5 feet		\$4.34	/occurrence				1/1/2017
Special service fees		\$78.20	/occurrence				1/1/2017
Account reinstatement fee		\$30.00	/occurrence				7/1/2014
NSF check fee		\$35.00	/occurrence				7/1/2014
Tire disposal			Hourly Rate + disposal fee				

Department	Revenue Source	Fee or Charge	Authority	Effective Date
COMMUNITY DEVELOPMENT - DEVELOPMENT SERVICES PLANNING				
	Park System Development Charge (SDC)*		Ord. 15-09	
	Single Family Detached Dwelling - Reimbursement	\$1,001.00	\$1,207.00	7/1/ 2015 2016
	Single Family Detached Dwelling - Improvement	\$4,248.00	\$4,356.00	7/1/ 2015 2016
	Single Family Detached Dwelling - Improvement for Neighborhood Parks			
	Outside River Terrace	\$1,575.00	\$1,615.00	7/1/ 2015 2016
	Inside River Terrace	\$1,953.00	\$2,003.00	7/1/ 2015 2016
	Multi-Family Detached Dwelling - Reimbursement	\$753.00	\$772.00	7/1/ 2015 2016
	Multi-Family Detached Dwelling - Improvement	\$3,198.00	\$3,280.00	7/1/ 2015 2016
	Multi-Family Detached Dwelling - Improvement for Neighborhood Parks			
	Outside River Terrace	\$1,186.00	\$1,216.00	7/1/ 2015 2016
	Inside River Terrace	\$1,470.00	\$1,507.00	7/1/ 2015 2016
	Non-Residential (Per Employee) - Reimbursement	\$66.00	\$68.00	7/1/ 2015 2016
	Non-Residential (Per Employee) - Improvement	\$367.00	\$376.00	7/1/ 2015 2016

***See methodology report used to calculate the charges.**

The Park System Development Charge (Park SDC) is a City of Tigard charge that is assessed on new development to support the acquisition and development of parks, greenways, and paved trails, all of which are used by residents of Tigard and by those who work here. The Park SDC is a one-time fee charged to new development to help pay a portion of the costs associated with building additional parks and trails to meet the needs created by both residential and commercial/industrial growth. The SDC revenues can only be used on capacity-increasing capital improvements and cannot be used to repair existing park facilities.

Park SDCs are assessed on new residential development on a per-unit basis and against commercial and industrial development on a per-employee basis.

The amount of the charge for each land use category is adjusted each year, effective July 1st, in relation to two indices, one reflecting changes in development/construction costs and one reflecting changes in land acquisition costs.

For more detailed and updated information on calculating Park SDC's see "Parks & Recreation System Development Charge Methodology Report," by FCS Group, May 19, 2015. Adopted by Ord. 15-09.

Department	Revenue Source	Fee or Charge	Revised Fees	Effective Date
PUBLIC WORKS - WATER				
	Water System Development Charge (SDC)*			
	5/8" x 3/4" Meter	\$7,777	\$7,917	7/1/ 2015 2016
	3/4" x 3/4" Meter	\$11,200	\$11,402	7/1/ 2015 2016
	1" Meter	\$20,746	\$21,119	7/1/ 2015 2016
	1 1/2" Meter	\$62,201	\$63,321	7/1/ 2015 2016
	2" Meter	\$101,003	\$102,821	7/1/ 2015 2016
	3" Meter	\$178,113	\$181,319	7/1/ 2015 2016
	4" Meter	\$365,289	\$371,864	7/1/ 2015 2016
	6" Meter	\$388,848	\$395,847	7/1/ 2015 2016
	8" Meter	\$622,155	\$633,354	7/1/ 2015 2016

Water system connections greater than 8 inch diameter, City will forecast the demands on an average-day, peak-day, and peak-hour basis to determine SDC fees.

**As per ORS 223.304(8) Res. 10-76, the City will use ENR Seattle CCI for the month of April prior to the budget year imposed.*

The ENR Seattle CCI for April 2015 is 2.6% based on a 12-month average. The multiplier 1.026 is used for all Water SDCs effective 7/1/2015.

The ENR Seattle CCI for April 2016 is 1.8% based on a 12-month average. The multiplier 1.018 is used for all Water SDCs effective 7/1/2016.

Department	Revenue Source	Fee or Charge	Authority	Effective Date
COMMUNITY DEVELOPMENT - DEVELOPMENT SERVICES PLANNING			Ord. 15-08	
Residential Transportation System Development Charge (SDC)*			Res.15-15	
	Single Family Detached Dwelling - Reimbursement	\$312 \$	317 <i>Amended - Per 6/9/2015 Budget Hearing-Delayed implementation of fee with no phasing</i>	7/1/2015 [‡] 7/1/2016
	Single Family Detached Dwelling - Improvement	\$5,402 \$	5,488 <i>Amended - Per 6/9/2015 Budget Hearing-Delayed implementation of fee with no phasing</i>	7/1/2015 [‡] 7/1/2016
	Single Family Detached Dwelling - River Terrace Overlay**	\$2,642 \$	2,684	7/1/2015 7/1/2016
	Multi-Family Dwelling - Reimbursement	\$182 \$	185 <i>Amended - Per 6/9/2015 Budget Hearing-Delayed implementation of fee with no phasing</i>	7/1/2015 [‡] 7/1/2016
	Multi-Family Dwelling - Improvement	\$3,151 \$	3,201 <i>Amended - Per 6/9/2015 Budget Hearing-Delayed implementation of fee with no phasing</i>	7/1/2015 [‡] 7/1/2016
	Multi-Family Dwelling - River Terrace Overlay	\$1,541 \$	1,566	7/1/2015 7/1/2016

*See Adopted Methodology Report used to calculate the charges.

**Based on 50% Credit Policy for the "local" elements of River Terrace Blvd.

For more detailed and updated information on calculating Transportation SDC's see "Transportation System Development Charge Methodology Report," by FCS Group, April 28, 2015.

‡ Effective in River Terrace District on 7/1/2015. Effective Citywide on 1/1/2016.

Transportation SDC Annual Adjustment

Ord. 15-09

7/1/2015

Transportation SDC fees shall be adjusted annually on July 1st of each year beginning in 2016. The index to be used for adjusting transportation SDCs will be based on the weighted average of the year over year escalation for two measurements: 90 percent multiplied by the Engineering News Record Construction Cost Index for the Seattle Area percent change plus 10 percent multiplied by the Oregon Department of Transportation monthly asphalt price (annualized) percent change.

Department	Revenue Source	Fee or Charge		Authority	Effective Date
COMMUNITY DEVELOPMENT - DEVELOPMENT SERVICES ENGINEERING					
Countywide Transportation Development Tax (TDT) - (Example Land Uses and Charges*)					
	Single Family Detached	\$8,413	\$8,278 /per unit	WaCo Board of Commissioners Fees were increased by 2.03%	7/1/ 2015 2016
	Apartment	\$5,308	\$5,415 /per unit		7/1/ 2015 2016
	Residential Condominium/Townhouse	\$4,853	\$4,951 /per unit		7/1/ 2015 2016
	General Office Building	\$8,515	\$8,687 (per TSGFA**)		7/1/ 2015 2016
	Shopping Center	\$11,440	\$11,366 (per TSGLA**)		7/1/ 2015 2016

The Countywide Transportation Development Tax (TDT) is a Washington County Tax approved by the voters in November, 2008, that is administered and collected by the City of Tigard. It went into effect on July 1, 2009, replacing the Traffic Impact Fee (TIF) program.

Like TIF, TDT is assessed on new development to help provide funds for the increased capacity transportation improvements needed to accommodate the additional vehicle traffic and demand for transit facilities generated by that development. It provides funds for these capacity improvements to county and city arterials, certain collectors, and certain state and transit facilities as listed in the County's Capital Improvements Project List. The TDT is categorized as an Improvement Fee: revenue must be dedicated to capital improvements that expand capacity and may not be used for maintenance, repair, or other non-capital improvements.

TDTs are assessed on new development on a per-unit basis. For residential uses the units are dwelling units, bedrooms, etc. For commercial and industrial uses the units are the square footage of the use or units unique to the use such as lanes, fueling positions, etc.

For information about the TDT regarding a specific project contact the City's Permits/Projects Coordinator at (503) 718-2426.

* For more detailed information on calculating TDT charges and a detailed list of Land Uses and TDT charges through 6/30/2013 see Appendix B to Washington County Engrossed Ordinance 691, August 29, 2008 and the Washington County Countywide Transportation Development Tax Manual.

** TSGFA = thousand square feet gross floor area; TSGLA = thousand square feet gross leasable area.

cost of the 8" public sewer line to serve future development.

Highlights of the agreement include:

City of Tigard obligations:

- Contracting and consultant selection
- Public involvement and communications
- Construction management and inspection
- Pay 100 percent of the project costs for all new public and private sewer extensions serving previously unserved areas
- Project Costs that cannot be easily allocated to a specific section of the sewer will be split between Clean Water Services and City of Tigard in the same percentage as the amount of sewer line that each party is responsible for.

Clean Water Services obligations:

- Review plans and provide written comments
- Pay 100 percent of the project costs for all public sewer lines larger than 12 inches in diameter and required reconnections of existing sewers in an amount not to exceed \$1,634,632
- Pay invoices submitted by the city within 30 days of approval
- Assist Tigard in public involvement and communications
- Have the right to approve the final acceptance of the Project after construction.

OTHER ALTERNATIVES

Council could propose changes to the agreement or could decide not to approve the agreement. Should Council decide not to approve the agreement, the consequence would likely be that Clean Water Services will not fund the project.

COUNCIL OR CCDA GOALS, POLICIES, MASTER PLANS

Recommended improvement in the City of Tigard Sanitary Sewer Master Plan, May 2010. Project ID: D-120.

DATES OF PREVIOUS CONSIDERATION

This is the first time this agreement has come before the council.

Fiscal Impact

Cost: \$1,634,632
Budgeted (yes or no): Yes
Where Budgeted (department/program): Sanitary Sewer

Additional Fiscal Notes:

This sewer improvement project was selected for implementation by the Capital Improvement Program Prioritization Committee made up of representatives of Clean Water Services and cities in urban Washington County. Clean Water Services will pay 100 percent of the Project Costs for all public sewer lines larger than 12-inches in diameter and required reconnections of existing sewer in the amount not to exceed \$1,634,632.

City will pay for the Project Costs for the 8" public sewer line to serve future development (Fields Trust property). Total City Cost is estimated at \$246,345.

Attachments

No file(s) attached.

AIS-2720

3. A.

Business Meeting

Meeting Date: 05/24/2016

Length (in minutes): Consent Item

Agenda Title: Approve City Council Meeting Minutes

Submitted By: Carol Krager, Central Services

Item Type: Motion Requested

Meeting Type: Consent
Agenda

Public Hearing:

Publication Date:

Information

ISSUE

Approve City Council meeting minutes.

STAFF RECOMMENDATION / ACTION REQUEST

Approve minutes as submitted.

KEY FACTS AND INFORMATION SUMMARY

Attached council minutes are submitted for City Council approval:

- March 15, 2016
- March 22, 2016
- April 12, 2016

OTHER ALTERNATIVES

N/A

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

N/A

DATES OF PREVIOUS COUNCIL CONSIDERATION

N/A

Attachments

[March 15, 2016 Minutes](#)

[March 22, 2016 Minutes](#)

[April 12, 2016 Minutes](#)



City of Tigard
Tigard Workshop Meeting Minutes
March 15, 2016

1. WORKSHOP MEETING



- A. At 6:33 p.m. Mayor Cook called the Tigard City Council to order.
- B. Mayor Cook asked City Recorder Krager to call the roll.

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

- C. Mayor Cook asked those attending to stand with him for the Pledge of Allegiance.
- D. Call to Council and Staff for Non Agenda Items: None

2. PRESENTATION ON THE COMPREHENSIVE ANNUAL FINANCIAL REPORT

Assistant Finance Director Fitzpatrick presented the results of the Fiscal Year 2015-16 Audit accompanied by Finance and Information Services Director LaFrance and Audit Committee Member Chris Middaugh. She said the Audit committee helps manage the contract, provides oversight and ensures transparency through the audit process. The Audit Committee met two times and was allowed to ask questions of audit firm TKW Talbot Korvola & Warwick LLP (TKW) and city staff. Mr. Middaugh said the answers were thorough and in easily understandable terms.

TKW Auditor Tim Gillette briefed council on the audit report. He said the city’s procedures are in accordance with accounting principles generally accepted in the United States (GAAP) and there is a clean opinion, which is desirable to receive. He updated council on Statement No. 68 related to changes in pension liability reporting. He commented that Tigard is in a more favorable position than some cities because only some police officers are covered by PERS. The pension liability share is now part of a \$6.7 billion rather than \$2 billion asset. This will hit on June 30, 2016.

Mr. Gillette said their comments are footnotes in the report. There was nothing he would describe as a big issue.

TIGARD CITY COUNCIL MINUTES – MARCH 15, 2016

For the CCDA budget his part was to do an independent audit and it got a fairly clean opinion. This is a required report and nothing was out of compliance.

Mr. Gillette said when areas for improvement are identified the auditors issue letters to the Audit Committee. They found a few areas for improvement. Assistant Finance Director Fitzpatrick has committed to fixing these things. She said council was provided with a list of areas for improvement.

Mayor Cook commented that errors are often made when someone enters the next month's figures and overwrites a field. He advised locking formulas and careful checking of cells. He said he was not overly worried that this error occurred one year but did not want to see it happen next year. Council President Snider asked if this error was present in the prior year and Assistant Finance Director Fitzpatrick said the error had been present for three years. Council President Snider said that tells him it went through many steps to check it and he urged automation because humans make mistakes.

Council President Snider commented that three consecutive audits did not catch it. That tells him that it passed through a lot of steps. TKW Auditor Gillette said you cannot have an accounting system built on spreadsheets. This was a reclassification and he did not call this a material weakness. It does not change the bottom line.

In response to a question from Councilor Henderson, Assistant Finance Director Fitzpatrick said that staff turnover played a part with some of the errors being undetected. She noted that she was hired at the end of the fiscal year and immediately needed to put together year end statements last year. Auditor Gillette

TKW Auditor Gillette thanked staff for their hard work. Finance and Information Services Director LaFrance thanked Chris Middaugh and the Audit Committee.

3. INTRODUCTION TO THE 2016 MURP TEAM AND STATE OF PLACE PROJECT

Economic Development Manager Purdy introduced the council to Tigard's 2016 Masters in Urban and Regional Planning (MURP) graduate student team. They are working with the Community Development Department for their capstone project focusing on the Tigard Triangle. Their main staff contacts besides Mr. Purdy are Associate Planner Caines and Senior Planner Shanks.

The MURP group is working with a consultant who does urban analytics, to study the Tigard Triangle's return on investment not just for walkability but the RIO on economic, environmental and social components. Team members introduced themselves: Curtis Fisher, Linn Davis, Ray Atkinson and Wala Abu Hejleh. Mr. Fisher said they were all impressed with the city's vision and are excited to contribute to it.

TIGARD CITY COUNCIL MINUTES – MARCH 15, 2016

Mr. Purdy showed a PowerPoint about the project. The MURP team noted underdeveloped properties but there is some good urban form to leverage in the future. The team deliverables include a walkability profile, a regulatory design package and investment proposals. This will be presented at the May 24, 2016 council meeting.

They are looking for urban form, buildings close to the sidewalk, connectivity, parks and public space, pedestrian and bike amenities and activity generators such as recreational facilities. They are looking for things that improve the value of the properties. Community engagement will be a part of this and a community workshop will be held at the end of April to test ideas with the public.

In response to a question from Council President Snider about whether they are having fun, the MURP team said yes, this is an interesting area with lots of charm.

The team is using the “State of Place” process to profile what is already in the Triangle, how it performs and look for opportunities for improvement. Councilor Henderson asked who they are surveying. MURP team member Fisher said they are talking to people, industries and developers. When asked how they will approach developers he said they will just call them and ask for a sit down meeting. Mayor Cook thanked them and said he looked forward to their report.

4. UPDATE ON ECONOMIC DEVELOPMENT PROGRAMS

Economic Development Manager Purdy highlighted economic development programs in the city.

- Hunziker industrial core – Staff is preparing clarifications requested by the Department of Commerce regarding an Economic Development Agency (EDA) grant. He said all indications are that they wish to fund this project but seek additional information on process issues.
- Enterprise Zone – Mr. Purdy meets annually with eligible firms to certify that they are meeting the desired criteria for tax abatements. There are currently four firms in the program and two made capital investments in 2015 and met the hiring requirement of at least a 10 percent increase. He said two additional firms in Tigard have expressed interest in the program. Lake Oswego signed a memorandum of understanding with Tigard to join its Enterprise Zone and it is up to their staff planner to submit paperwork to the state so they can be ready when their firms meet the program requirements.
- Business Roundtable – This is a chance for businesses to connect and promote themselves. He plans on a SW Corridor tour at an upcoming Business Roundtable.
- Tigard’s Table – This program is moving forward and includes local food and beverage entrepreneurs (restaurants, food distributors, cookie kit makers and other food related businesses). A food truck program brings a different food truck to the city hall parking lot each Wednesday in March and April to help showcase how a city food truck policy can be put into action.

TIGARD CITY COUNCIL MINUTES – MARCH 15, 2016

- Business retention and expansion continue, but at a slower pace. When he talks to CEOs it is a way to connect and let them know we are working on projects. Mayor Cook noted the number of write-ups about the Agilyx tour. Greater Portland Inc. (GPI) blogged about it. It is good publicity for Agilyx and for Tigard.
- Mr. Purdy briefed the council on the Tigard Downtown Alliance (TDA). They received their 501.C.3 IRS status without issues. They are a good partner. On March 29 there will be a downtown walkabout tour of vacant property, public and private. Bankers, builders and real estate professionals will attend. TDA says they want more public art downtown and an Art Walk is planned for May. Their next step is hiring a staff person. They currently hired an AmeriCorps grad student. Councilor Henderson asked if the AmeriCorps person would be educated in the community development field. Mr. Purdy responded that they may not have a related degree or experience but they have an interest. Some of the financing for a staff person will come from the city's economic development budget. The TDA is on its way to meeting their eight performance measures.
- Mr. Purdy is working with Communications Strategist Owens on communications strategies. Assistant City Manager Newton projected the YouTube video that Mr. Purdy and Mr. Owens worked on featuring Tigard firms and business leaders talking about their local businesses.

5. DISCUSSION WITH CLEAN WATER SERVICES ON SERVICES AND PARTNERSHIPS

Clean Water Services Representatives Diane Taniguchi-Dennis and Mark Jockers presented a report accompanied by a PowerPoint.

Mr. Jockers told the story of water quality improvements in the Tigard area. He showed slides of what the Tualatin River looked like in 1959 through the present. Earlier it had high irrigation use and no flow requirements. Tigard in 1969 had a population of 3,000 and there were five wastewater treatment plants on Fanno Creek alone. In the summer of 1969, 97 percent of the flow in Fanno Creek was treated sewer water and the state placed a building moratorium until the public health problem of sewage was solved. They demanded a regional authority, a financing solution and a new source of water for Fanno Creek. A ballot measure in 1970 to place all the smaller sewer agencies into a single entity passed overwhelmingly. In 1972 the Unified Sewerage Agency (USA) received Clean Water Act funding. After Scoggins Dam was built at Hagg Lake that water became the new source for Fanno Creek. In 2001 USA became Clean Water Services, an agency with 12 partner cities that cleans 60 million gallons of water a day and provides a higher level of treatment than 98 percent of facilities in the country.

Ms. Taniguchi-Dennis discussed services provided to cities and ways CWS is cutting costs with improved efficiency. Recovered methane gas at the Durham treatment plant produces electricity. A cogeneration system captures FOG (fats, oils and grease) from restaurants. An event and tour to showcase their systems is planned for May 4 from 9:30-11:30 a.m. Council will receive invitations.

TIGARD CITY COUNCIL MINUTES – MARCH 15, 2016

Mr. Jockers said they are focusing on infrastructure repair and replacement and how to optimize their assets and plan for growth. He said they have been working closely with Tigard staff on River Terrace. They partner with cities and the agriculture industry. For example, working with farmers to create shade over a stream cools the water at a fraction of the cost of other processes.

Mr. Jockers said for every dollar collected from cities CWS gets 84 cents and 16 cents goes to cities for local sewer maintenance. Mr. Jockers noted that each of their city partners collects a local surcharge except Tigard. He spoke about upcoming challenges including securing Hagg Lake and dealing with weather changes that are causing greater droughts and flooding. They also need to plan for population growth in this area.

Mr. Jockers showed a slide of average household costs and regional comparable rates. He mentioned a new permit under review requiring more processing from CWS related to cooper, aluminum and water temperature.

Ms. Taniguchi-Dennis said CWS was proud to work with the city on the Derry Dell project and want to continue to look for projects to work on together. Councilor Henderson is looking forward to the Fanno Creek remeandering project. Council President Snider thanked them for being good partners. He lives within a quarter mile of the site and said they are good neighbors.

6. REVIEW APPLICATIONS FOR THE COMMUNITY EVENT GRANTS

Finance and Information Services Director LaFrance and Executive Confidential Assistant Lutz presented this item. The Social Services Sub-committee met last week and heard commentary from agencies requesting funding. The committee's recommendations will be considered during the budget process. For community events there is \$89,000 available to distribute but \$118,000 in requests. Council is being asked for recommendations on dividing the money among the applicants which will be forwarded to the Budget Committee for consideration during the budget process.

Mayor Cook requested that staff project a slide showing the actuals from last year to see what the bottom line is and discuss both new events and existing events with increased requests.

New events were considered:

Tigard Breakfast Rotary – Mayor Cook expressed a preference for supplying in-kind support.

Picnic in the Park – This proposal ranged from 3-4 concerts and hopes to attract 75 neighbors which is a small number. Council said it was nice to help get things underway for a new event but not fund the entire project the first year and suggested funding \$2,000.

Set Asides:	<u>Agency</u>	<u>Council Recommendation for FY 2016-17</u>	
	Broadway Rose	Direct	\$10,000
	Festival of the Balloons	Direct	\$20,000

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	In-kind	\$65,000
Tigard 4 th of July	Direct	\$19,485
	In-kind	\$ 1,600
Set Aside Total	Direct	\$49,485
	In-kind	\$66,600
Other:		
Downtown Tigard Events		\$11,335
John Tigard House		\$ 1,000
Mask & Mirror		\$ 6,000
(new) Picnic in the Park (Bull Mt. Park)		\$ 2,000
Relay for Life		\$ 1,000
Tigard Area Farmer's Market		\$ 8,500
(new) Tigard Breakfast Rotary		0
Tigard Bull Mt. Farmer's Market		\$ 4,000
Tigard Safety Town		\$ 2,000
Tualatin Riverkeepers Nature Rec.		
Events	Direct	\$ 2,000
	In-kind	\$ 1,000
Tualatin Valley Community Band		\$ 1,000
Washington Co. Bicycle		
Transportation Coalition		\$ 1,000
Other Total	Direct	\$39,835
	In-kind	\$ 1,000
Total (set asides and others)	Direct	\$89,320
	In-kind	\$67,600

Council President Snider said he would like to see Friday night summer movie kid events in Cook Park and wanted to save some of this money for the new recreation coordinator to figure out how to make this happen. City Manager Wine said the recreation coordinator is also putting together a budget and she envisioned that it will include some outdoor events that the city will do itself rather than a community organization.

Downtown events were discussed. The Tigard Downtown Alliance puts on the regular ones and makes them programs and divides the rest of the money among the rest. Mayor Cook was not sure why the cost rose significantly from last year. City Manager Wine gave some background. The city got out of the business of putting on the downtown events and the Tigard Chamber accepted responsibility for them. They were asked to go through this process to request that the events get funded. Another option is to have a sponsoring partner fund them through another process as part

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of the budget. But there is no guarantee they will rise in the priority process of the budget. Mayor Cook and Council President Snider agreed to continue the downtown events as they are this year and look at changes in the future.

Councilor Henderson said he would like a report at the end of the year so the city knows how money was spent on the events.

City Manager Wine suggested including in next year's application materials a request for a description of how many residents attended or were involved in the event and how the money granted was used. Council President Snider requested that this discussion be scheduled for a Study Session next year.

7. DISCUSSION ON A CONTRACT FOR TIGARD TRIANGLE STRATEGIC PLAN IMPLEMENTATION

Senior Planner Shanks presented this item. Metro grant money will be used to hire a consultant team to develop a streetscape and urban renewal plan. A request for proposals was released in January and three proposals were received. Staff recommends awarding the contract to MIG and will bring a contract forward for council consideration. She confirmed for Councilor Henderson that all proposing firms were asked to develop a proposal consistent with the budget and based on MIG's qualifications and team they were selected for this project.

Senior Planner Shanks said a Tigard Triangle Citizen Advisory Commission (CAC) is being created to advise staff on the creation of the urban renewal district and will include members from the city's standing boards and committees and council. As yet she has not heard back from the PRAB or the Youth Advisory Council. Councilor Goodhouse volunteered to serve as council's representative.

Ms. Shanks said a Technical Advisory Committee (TAC) will be formed of members from affected taxing districts, agencies and staff. Council President Snider suggested including members from Lake Oswego due to their proximity to the Triangle across I-5 and also a member representing Portland Community College.

Mayor Cook requested that this contract not be placed on the Consent Agenda so Councilor Woodard, who was absent could hear the presentation.

8. NON AGENDA ITEMS None.

9. EXECUTIVE SESSION

At 8:53 p.m. Mayor Cook announced that the Tigard City Council was entering into Executive Session to discuss exempt public records under ORS 192.660 (2)(f) and labor negotiations under

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ORS192.660(2)(d). He said the Tigard City Council would adjourn from the Red Rock Creek Conference Room after the Executive Session.

10. ADJOURNMENT

At 9:37 p.m. Council President Snider motioned for adjournment. His motion was seconded by Councilor Goodhouse and all voted in favor.

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

Carol A. Krager, City Recorder

Attest:

John L. Cook, Mayor

Date

TIGARD CITY COUNCIL MINUTES – MARCH 15, 2016



City of Tigard

Tigard City Council Meeting Minutes

March 22, 2016

STUDY SESSION

- A. **COUNCIL LIAISON REPORTS** Councilor Woodard reported on his Washington DC trip and sessions he attended at the National League of Cities Conference. He will email his written report to City Manager Wine who will distribute it. He heard from the youth attending from Tigard High that they would like to be involved in next year's State of the City Address. He said emerging markets should be sought after, whether through industrial, cultural or arts connections. Councilor Goodhouse attended sessions on transportation and noted that walkability has become a major interest nationally and Tigard's vision is in line with what many communities are doing.

Council President Snider reported on the Lake Oswego/Tigard Water Partnership. A memo was sent out in last Thursday's council packet. He said a decision about future water system management is coming up. He asked council to give some thought to which governance option they recommend. The memo lists five options but only two are under consideration. One is Lake Oswego continuing to manage the facilities under an oversight committee and the second is to create a separate entity that both cities control. Councilor Goodhouse supported the latter. Council President Snider said council needs to become familiar with these options and share their preference with Tigard's representatives - Mayor Cook or Council President Snider.

- B. **CONSIDER A RESOLUTION IN SUPPORT OF AN OREGON PARKS AND RECREATION LOCAL GOVERNMENT GRANT TO FUND CONSTRUCTION OF AN INTERPRETIVE STRUCTURE**

Project Coordinator Staedter gave the staff report and asked council to approve a resolution in support of the grant. Tigard applied for this grant last year and lost out but was the next project in line. Staff wants to make another attempt at this grant for an interpretive shelter/restroom at Dirksen Nature Park. The park is growing in popularity at a rate faster than funding for infrastructure is becoming available and the city has no money available for a shelter/restroom to accommodate park visitors and Fanno Creek Trail users. The only cost is staff time to prepare and pursue the grant. The amount requested is \$450,125. Council agreed to add the resolution of support to the Consent Agenda tonight in order to meet the application deadline. Collecting letters of support from the Tigard-Tualatin School District and other local leaders was discussed and council offered their help in seeking additional support from mayors of nearby communities and legislators.

EXECUTIVE SESSION:

At 7:16 Mayor Cook announced that the Tigard City Council was entering into an Executive Session called under ORS 192.660 (2) (h) pending litigation or litigation likely to be filed. The Executive Session ended at 7:36 p.m.

1. BUSINESS MEETING – March 22, 2016 

A. At 7:41 p.m. Mayor Cook called the Tigard City Council and Local Contract Review Board to order.

B. City Recorder Krager called the roll.

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

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

D. Mayor Cook called to council and staff for Non-Agenda items: City Manager Wine said she would cover a few administrative items at the end of the meeting.

2. CITIZEN COMMUNICATION

A. Follow-up to Previous Citizen Communication – City Manager Wine said there was none.

B. Citizen Communication – Sign-up Sheet.

Shannon Wilson, 12643 SW 135th Avenue, Tigard, OR, spoke as Deputy Director of Community Partners for Affordable Housing (CPAH). She thanked council for considering a resolution tonight that will allow property tax exemptions for CPAH housing as well as one other affordable housing development in Tigard. She said this helps CPAH build new affordable housing like The Knoll at Tigard and also maintain older properties such as Greenburg Oaks Apartments. The households served range from large families to seniors living on social security. Their average income is \$25,000 annually. She said by supporting affordable housing for these households the city is not only caring for some of its most vulnerable residents, it is also increasing the number of low income kids that are successful in school, limiting the number of people living on the street or in cars, and helping to support a strong community for all of Tigard.

3. CONSENT AGENDA: (Tigard City Council) Mayor Cook asked if there were any items council wanted removed for separate consideration or added to the Consent Agenda. Councilor Henderson requested Item 3.C be removed for separate consideration. Councilor Goodhouse moved to add Resolution No. 16-10. Council President Snider seconded the motion to add the resolution. All voted in favor.

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

A. APPROVE CITY COUNCIL MINUTES:

- February 9, 2016
- February 23, 2016

B. PROCLAIM APRIL AS ARBOR MONTH

C. PROCLAIM APRIL AS ALCOHOL AWARENESS MONTH (Considered separately)

D. PROCLAIM APRIL AS FAIR HOUSING MONTH

E. **APPROVE RESOLUTION NO. 16-10 – A RESOLUTION IN SUPPORT OF AN APPLICATION FOR AN OREGON STATE PARKS AND RECREATION LOCAL GOVERNMENT GRANT (2016) TO FUND CONSTRUCTION OF AN INTERPRETIVE SHELTER/RESTROOM AT DIRKSEN NATURE PARK**

Councilor Woodard moved for consideration of the Consent Agenda minus Item 3.C. Councilor Goodhouse seconded the motion. Mayor Cook conducted a vote and the motion passed unanimously.

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

TIGARD CITY COUNCIL MEETING MINUTES – March 22, 2016

C. PROCLAIM APRIL AS ALCOHOL AWARENESS MONTH

Councilor Henderson asked for this proclamation to be considered separately because of its importance to the community. He noted that this was his 32nd birthday of being clean and sober. He said there were experts in the audience that could speak about a local organization, Tigard Turns the Tide, formed to help youth avoid using alcohol and drugs.

Marie Watkins of Tigard Turns the Tide said alcohol is the most commonly used addictive substance in the United States and more than 7 million children live in a household where at least one parent abuses alcohol. She said 31 percent of those aged 12-20 consume alcoholic drinks. A big concern is the wide-awake drunk because of the new alcoholic energy drinks. She noted that the earlier the onset of use, the more likely a person will become dependent. She said their primary goal is to provide as much education as possible.

Councilor Henderson moved for approval of the Alcohol Awareness proclamation. Council President Snider seconded the motion. Mayor Cook conducted a vote and the motion passed unanimously.

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

4. LEGISLATIVE PUBLIC HEARING: CONSIDER ORDINANCE AMENDING TMC CHAPTER 15.20 STREET MAINTENANCE FEE

- a. Mayor Cook announced that anyone wishing to testify should sign in on the form provided at the front of the room. He noted that agenda items 4 and 5 were related and would be heard together but voted on separately.
- b. Staff Report: Finance and Information Services Director LaFrance and Streets and Transportation Project Engineer McCarthy gave the staff report. Mr. LaFrance said the Street Maintenance Fee has appeared on utility bills for nearly a decade. It was most recently updated in 2010 and part of the program is to discuss the fee with council every five years. This is the fourth discussion over the past 14 months. Council gave staff policy direction and feedback during those discussions and asked for more survey work, including some of the same questions now that the fees have been identified. He summarized the policy issues and direction received from council.
 - The Pavement Condition Index (PCI) goal has resulted in a backlog and to get caught up on this work will cost \$11 million. Council direction was to make it into ten chunks and add that to the street maintenance fee each year for ten years.

- Recently enacted ADA legislation requires sidewalk curb cuts be constructed when a road is being paved. The Tigard Municipal Code is in conflict because it says required work must be done but it does not allow money to be spent on sidewalks. The ordinance to be considered tonight changes the code to allow this required ADA work to be paid for out of the SMF.
- The source of SMF funds by road type is set by the code and allocates payment by the different classes based on use. Arterial road costs are shared by residential and non-residential customers. A residential street is 100 percent paid for by the residential fee and a commercial street is paid for 100 percent by the non-residential customers. Council did not want to make changes to this program cost split.
- A small portion for right of way maintenance (about \$100,000 annually) is paid by residential customers. Some landscape additions along Main Street and the medians along Pacific Highway will cost about \$50,000 and this will be paid for by commercial customers.
- Non-residential customers are charged based on the number of required parking spaces the business would have if it was built today, not how many it has, because it could have been built years ago. The number of required parking spaces is a proxy for the number of trips that business is putting on Tigard's streets. There has been a cap at 250 spaces. Council directed staff to remove the cap which will increase revenue as about 30 businesses are currently capped at 250 that would now pay for their actual required parking. This will generate roughly \$80,000. The fees are indexed and council chose not to remove the indexing.

Finance and Information Services Director LaFrance covered the survey which went out to residential and non-residential customers through the city's website, Cityscape, Facebook, and Chamber of Commerce members. It was available for two months. 80 responses were received from residential customers but only four non-residential customers took the survey.

People were also invited to make comments through the website and Economic Development Manager Purdy sent this to his business contacts. Rob Ruedy asked for clarification on business and residential customers. He was concerned that a resident operating a home business would be charged the commercial rate. Mr. LaFrance said the current practice is that a home business operator is considered a residential customer but that is not explicit in the code so staff recommends the code be clarified. Steve DeAngelo that he was generally in favor of removing the cap as that makes the program more fair for small businesses but requested that the language explaining how the non-residential fee is calculated be made more understandable.

Mr. LaFrance said there are occasional changes to the parking requirement code so language would take the current code and freeze calculations to the 2014 level in order to reduce confusion when parking changes occur. Mayor Cook commented that sometimes parking requirement changes are due to industry adjustments. He gave banks as an example where 25-30 years ago customers had to drive to a bank to conduct their business but now most banks rent out some of their parking spaces to other tenants because they no longer have the walk-in business volume. Freezing the rates would not take into account those industry changes. Council President Snider asked how simple this would be to administer. Engineer

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McCarthy said this idea arose during a discussion on retail business parking code changes a few years ago. And with the proposed lean code for the Tigard Triangle there may be fewer spaces required as space is used for other purposes. This leads to an equity issue if the same type of business has to pay more outside the Triangle than one within. Staff wanted to avoid unintended consequences and keep the system fair. In response to a question from Council President Snider about whether this would be an administrative burden, Mr. LaFrance said it would be easier to administer. He said fees are only recalculated every five years or so with an index applied in the years between. At recalculation time there is an opportunity to update the code. Council President Snider suggested that industry parking needs be considered at that time.

Staff recommended a housekeeping matter to remove the phase-in language from Section 15.20.050.C from five years ago.

Mr. LaFrance said the indexed and updated SMF is currently at \$6.39 per month for residential and \$1.44 per required parking space for non-residential. Residential customers have been paying more because the residential neighborhood streets have received more work in the past five years. The upcoming four years will focus more on arterial streets so the program will have more of a shared cost. Without adding the backlog work the residential rate will decrease and the commercial rate will increase. However, including the \$11 million backlog work over a ten year period increases both. Residential customers would see a 40 percent increase and non-residential a 46 percent increase. The proposed commercial right-of-way maintenance affects non-residential customers by about 8 percent and including this almost doubles the commercial parking space fee at \$2.76.

- c. Council Questions: Councilor Woodard asked what Tigard's current PCI was. Mr. McCarthy said it is 71 and confirmed that the city wants to achieve 80-82 and this has been factored into the calculations. Councilor Woodard said the language regarding the non-residential calculation in Section 15.20.050 is confusing and Council President Snider agreed. Mr. LaFrance said he will work to clarify the wording. He said there are two policies addressed in this section. The first is that council wanted the cap removed and the second is that they instructed staff that the cap removal should increase revenue for the pavement management program.

Councilor Henderson asked if sidewalk cuts are taken into account. Mr. McCarthy said they were and staff estimates a cost of roughly \$5,000 per ADA curb ramp for design and construction. The city does 75-100 per year. Councilor Henderson asked if there was an addition for concrete. Mr. McCarthy said the concrete for the curb cuts is included in the calculation and while this is an additional cost there have also been reduced costs due to the slurry sealing program working well and the fact that the roads are lasting longer than they did five years ago. He said in 2009-2010 the council adopted a hold-the-line level but not one that improved the PCI or addressed the backlog. Councilor Henderson said there has been a backlog of paving projects for years and commented that the amount spent on sidewalks has the city losing ground. Mr. LaFrance agreed that the cost of the mandated curb cuts means there is less to spend on paving roads.

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- d. Public Testimony: No one signed up to speak. Mayor Cook asked if there was anyone in the audience who wished to testify on either agenda item 4 or 5 and no one requested to speak.
- e. Council Discussion on Agenda Item 4:

Councilor Henderson distributed curb cut information from the Department of Justice. He read a highlighted section, “However, the ADA does not require installation of ramps or curb ramps in the absence of a pedestrian walkway with the prepared surface for pedestrian use. Nor are curb ramps required in the absence of curb elevation or other barriers between the street and the walkway.” He provided copies of photos of three places on Walnut Street with “curb cuts to nowhere,” where there are no sidewalks. He said he also did not understand why usable curb cuts were removed and replaced with newer, fancier ones. Senior Streets and Transportation Projects Engineer McCarthy said staff asked the same question. A non-conforming ADA ramp existed before they paved so they thought the ADA would require a conforming ramp. He said they may have been able to push the case legally but the cost of doing so would have exceeded the cost of the ramp.

Council President Snider asked how many ramps in Tigard were as depicted in Councilor Henderson’s photos and Engineer McCarthy said four came to mind. He referred to one of the photos and said the city decided to replace it and include the yellow raised bumps which help the visually impaired to realize that they are exiting a sidewalk and entering a traffic area (conflict zone). He said that ODOT is currently being sued for not replacing ramps or bringing them up to grade on some state projects so staff felt safer following the law. Mayor Cook said if these ramps to nowhere equaled half or even a quarter of the ramps the city constructs he would be worried. He has heard from citizens on this. Councilor Goodhouse said out of the percentage we do, it is better to do an extra three percent and not risk a lawsuit.

Councilor Woodard said he agreed with Councilor Henderson. He asked staff how to explain to citizens why the city is doing this. Engineer McCarthy said he explains that the Americans with Disabilities Act requires the city to put in ramps when streets are resurfaced or reconstructed and paving is considered reconstructing which triggers the requirement. He confirmed that in each case of the “ramps to nowhere” there had been an existing ramp and staff felt that they needed to upgrade them to current standards.

Councilor Henderson said previous city councils fought hard to get precious public dollars and curb cuts take money from streets that need it. He said he saw this use as wasteful.

Council President Snider asked if the city could provide some policy direction on curb cuts to nowhere and asked if it costs more to construct them later if in fact the city got sued. Engineer McCarthy said it would. Council President Snider said that was an important point to him that it would cost more to put them in later and also pay litigation costs.

Mayor Cook suggested working on the code changes including the parking space cap and also clarification of the home occupation permit holder as a residential customer. He said

putting in language about the number of employees required to define it as a business is confusing and would be hard to administer. Council agreed to add home occupation businesses to section 15.20.020.D Residential property.

Council President Snider said the 250 cap language is not understandable. Mayor Cook said there are two issues; one is whether to remove the cap (or phase it in) and the other is to rewrite the language to make it more easily understood. He asked if council agreed with removing the cap. Councilor Henderson said he was not OK because council would hear about this and it was put in place for a reason. Council President Snider countered that people complained because they did not want to pay their fair share and he did not find that a good enough reason to change it. Councilor Goodhouse asked if the city had conversations with the few businesses that had over 1,000 spaces. In response to a question from City Manager Wine about outreach to customers with large parking lots, Mr. LaFrance said they sent letters to each of the 30 businesses that are currently capped at 250 that not only told them about this hearing but laid out for each their current rate, their proposed rate, how many spaces they would be paying for and the resulting monthly charge. He received no feedback from any of these businesses. Councilor Goodhouse expressed satisfaction with the outreach.

f. Council Discussion on Agenda Item 5:

Council President Snider said he did not have questions because staff prepared materials that were very clear and easy to understand.

Mayor Cook proposed asking citizens to vote for a 5 cent increase in the gas tax to help pay for the backlog. Costs would then be paid not just by Tigard citizens but also by people driving through on their way to California and buying gas here. Tigard sits on three freeways and residents and non-residents will help pay for the streets they are using in Tigard. Citizens would pay for street maintenance through the SMF and a gas tax but they would pay less with a gas tax.

Mayor Cook offered another idea to pay the \$50,000 proposed commercial right of way cost from the \$80,000 raised from businesses when the cap is removed. He said if both of those things happened the commercial rate would go up 38 percent and the residential would decrease by 17 percent. He said he could accept this more easily than a 92 percent commercial increase.

Council President Snider asked for clarification that he was proposing new fees of at \$5.30 and \$1.98 and then would go to the voters in November for a 5 cent gas tax which if it failed would increase the amounts to \$7.82 and \$2.76, or did he mean to implement the higher rates first and then repeal them if the tax passes. Mayor Cook said he would rather put the lower rates in place. He noted that a sewer charge is coming up too and he would rather ask the community for approval of a tax and let them know that the SMF will rise to the higher levels if the gas tax does not pass.

Councilor Woodard agreed with the mayor's suggestions. He noted that the city has not yet hit the 72-75 PCI identified in Resolution 10-01. He supported a gradual phase-in of taking care of the backlog by using some of the \$80,000 for right of way and then going out for a gas tax. He said doubling up from \$1.44 to \$2.76 for commercial is not the right thing to do. There are other charges coming up and he is seeking moderation. He expressed disappointment that the backlog was not addressed years ago.

Finance and Information Services Director LaFrance said by taking the mayor's suggestion and using the \$80,000 for right of way maintenance the convoluted code section about calculation can be removed. The non-residential fee will simply be based on parking spaces and the per space charge of \$2.44, not \$2.76, which is a 69 percent increase rather than a 92 percent increase. Instead of paying \$124.24 per month, the average business would pay \$109.80.

Councilor Goodhouse said he liked that option and does not want the city to get behind in street maintenance. He said voters understand, especially with what is happening in Portland, what can happen if roads are not maintained. He suggested charging the full amount and then reducing the fees if the gas tax passes.

Council President Snider offered a compromise; consider setting the increase to occur after the election. The amount will depend on the election results and if the gas tax passes the increase will be less. The businesses will have a huge incentive to get it passed if their fee will only go from \$1.44 to \$1.98. Councilor Woodard said he was concerned about increasing costs for citizens. Businesses are hurting and increased fees and taxes will be passed on to the customer. He recommended cutting the funding for the backlog in half. Mr. LaFrance said at the end of the ten year period the PCI would be 76 rather than 81. Council President Snider said Tigard's tax burden is lower than other nearby cities and it is still a bargain to live here. Councilor Goodhouse said if council was looking at taking on the entire backlog at once that would be very costly, but the recommendation is to tackle it incrementally. He noted that customers have many shopping choices and decisions may be made where to go based on avoiding bad streets with potholes, etc. He said attractive, well maintained streets benefit businesses. Councilor Woodard said since he has been on council he has not seen a plan before to address the backlog so this is a step in the right direction but it is a large increase. He suggested looking at the 81 PCI as aspirational and not try to do it all at once.

Councilor Henderson was troubled by how the majority of the backlog was commercial streets. City Manager Wine said there are both commercial and residential streets by year on the backlog lists. Engineer McCarthy clarified that at the beginning years of the backlog there are more connecting streets and in years 5-10 there are more cul-de-sacs and streets with very low volume.

- g. Staff recommendation: Finance and Information Services Director LaFrance said the staff recommendation is to make the changes to the Tigard Municipal Code in Chapter 15.20.020.d to add home occupation businesses to the definition of residential property and in 15.20.050.4 to remove the proposed language but keep the strikethrough language which eliminates the cap.

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- h. Mayor Cook closed the public hearing.
- i. Council Deliberation and Consideration of Ordinance No. 16-07.

Council President Snider moved to approve Ordinance No. 16-07 as recommended. Councilor Goodhouse seconded the motion.

There was no further discussion. City Recorder Krager read the number and title of the ordinance.

Ordinance No. 16- 07 – AN ORDINANCE AMENDING THE TIGARD MUNICIPAL CODE 15.20 STREET MAINTENANCE FEE by adding a section definition to 15.20.020.D - Residential to include home occupation business and in 15.020.050 - Determination of Street Maintenance Fee Section 4 will not be changed but the cap will be eliminated.

City Recorder Krager conducted a roll-call vote of council and the motion passed unanimously.

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

5. INFORMATIONAL PUBLIC HEARING TO CONSIDER RESOLUTION ADOPTING INCREASED STREET MAINTENANCE FEE (Public Hearing combined with Agenda Item No. 4)

- j. Council Deliberation and Consideration of Resolution No. 16-08

Council President Snider proposed approving the resolution with the following provisions: The new levels are set at \$5.30 for residential and \$1.98 for non-residential which include the proposed commercial right of way and there will be an increase effective in January 1, 2017 if the gas tax does not pass for \$6.56 residential and \$2.15 for non-residential. Councilor Woodard wanted to cut the backlog funding in half. Engineer McCarthy said that would take 20 years to do and would yield a 76 PCI. A discussion was held on the monthly fees and staff calculated the difference.

Council President Snider moved to approve Resolution No. 16-08 with the following provisions: the new levels are \$5.30 for residential and \$1.86 for non-residential, which includes the commercial right of way, effective July 1, 2016, and if the gas tax measure does not pass in November, the rates will be \$6.56 for residential and \$2.15 for non-residential,

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plus inflation, effective December 1, 2016. Engineer McCarthy said typically adjustments are made January 1 and Council President Snider amended his effective date for changes if the gas tax fails to January 1, 2017. Councilor Goodhouse seconded the motion.

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

Resolution No. 16-08 - A RESOLUTION AMENDING THE MASTER FEES AND CHARGES SCHEDULE TO REVISE THE STREET MAINTENANCE FEE, effective July 1, 2016, the new levels are \$5.30 for residential and \$1.86 for non-residential which includes the commercial right of way. If a gas tax does not pass in November, then in January 1, 2017 the fees will be revised to \$6.56 for residential and \$2.15 for non-residential, plus inflation.

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

Mayor Cook announced that the motion passed unanimously. He thanked everyone for their work on this.

6. LOCAL CONTRACT REVIEW BOARD: CONSIDER CONTRACT AWARD FOR TIGARD TRIANGLE STRATEGIC PLAN IMPLEMENTATION

Senior Planner Shanks and Public Contracts Manager Barrett presented the staff report for this contract. The contract with MIG Consulting is for the Tigard Triangle Strategic Plan work and is fully funded with a Metro grant in the amount of \$145,250. This contract was discussed at the March 15, 2016 council meeting. Councilor Goodhouse moved for approval of the contract award. Council President Snider seconded the motion. The motion passed unanimously.

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

7. CONSIDER A RESOLUTION GRANTING EXEMPTION FROM PROPERTY TAXES UNDER TMC 3.50 FOR FIVE NON-PROFIT LOW INCOME HOUSING PROPERTIES

Finance Confidential Executive Assistant Lutz and Public Works Confidential Executive Assistant Grass gave the staff report for this item. Council was being asked to consider a resolution to grant property tax exemptions under Tigard Municipal Code Section 3.50 for five non-profit low income housing properties. They include Greenburg Oaks, Tangela, The Knoll at Tigard, Village at Washington Square and Hawthorne Villa. Councilor Woodard asked if there was a new submitter. Ms. Grass confirmed there is a new property owner for Hawthorne Villa. In response to a question from Councilor Woodard about Tangela Court, Ms. Grass said it is a single-family house that CPAH purchased. Councilor Goodhouse moved to approve Resolution No. 16-09. Councilor Woodard seconded the motion.

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

Resolution No. 16 - 09 – A RESOLUTION GRANTING AN EXEMPTION FROM PROPERTY TAXES UNDER TIGARD MUNICIPAL CODE SECTION 3.50 FOR FIVE NON-PROFIT LOW-INCOME HOUSING PROJECTS OWNED AND OPERATED BY COMMUNITY PARTNERS FOR AFFORDABLE HOUSING (CPAH) AND HAWTHORNE VILLAGE GENERAL PARTNERSHIP

Mayor Cook conducted a vote and the motion passed unanimously.

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

8. NON AGENDA ITEMS

City Manager Wine had three non agenda items.

- The date for the quarterly Council Outreach event has changed for scheduling reasons to Saturday, April 30 at TVF&R Walnut Street Station. Topics have not been selected.
- Does council wish to endorse the Washington County Communications Center levy which will be on the May ballot? Council agreed to endorse this so a resolution will be placed on an agenda within the next few weeks.
- It is requested that when council brings something in for the other members they bring ten copies so there are enough for council, staff and an official copy for the city recorder. She said it would be helpful to notify the city recorder in advance of the meeting that you will be bringing in materials.

9. EXECUTIVE SESSION: Held during the Study Session.

TIGARD CITY COUNCIL MEETING MINUTES – March 22, 2016

10. ADJOURNMENT At 9:44 p.m. Council President Snider moved for adjournment. Councilor Henderson seconded the motion and it passed unanimously.

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

Carol A. Krager, City Recorder

Attest:

John L. Cook, Mayor

Date



City of Tigard
Tigard City Council Meeting Minutes
April 12, 2016



STUDY SESSION

At 6:30 p.m. Mayor Cook announced that the Tigard City Council was entering into Executive Session to discuss exempt public records under ORS 192.660 (2)(f). The Executive Session ended at 6:50 p.m.

COUNCIL LIAISON REPORTS – Council liaison reports were given.

1. BUSINESS MEETING

A.  At 7:34 p.m. Mayor Cook called the City Council and Local Contract Review Board to order.

B. City Recorder Krager called the roll.

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

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

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

2. CITIZEN COMMUNICATION

A. Follow-up to Previous Citizen Communication – None

B. Tigard High School Student Envoy – ASB President Azbari gave a report on events at Tigard High. Students have been raising money through the Powder Puff Men’s volleyball and Spring Fling. They held a Week of Mental Health Awareness. She said Tigard High as an official chapter of Youth Ending Slavery to raise awareness of human slavery. Elections have begun. Unified Soccer began, which pairs students with and without mental disabilities. The Autism Awareness 5K will be held this Friday at 10:00

- C. Tigard Area Chamber of Commerce – CEO Debi Mollahan reported on future activities through the Chamber. After hours networking is on May 3 at 6:30 p.m. at Uptown Market. Tigard Farmers Market is opening in 12 days. The ribbon cutting for the market sprouts community garden boxes will be at 10:00 a.m. A broker’s open house was held at the end of March where 35 attendees toured downtown to look at improvements.
- D. Citizen Communication – Sign-up Sheet.

Gerald Maxwell, 11760 SW 92nd Avenue, Tigard OR 97223, mentioned a parking problem on his cul de sac. Cars coming from Greenburg Road apartments are parking on their street and blocking mailboxes. They also seem to be dumping their garbage.

Jesus Munoz, 11665 SW 92nd Avenue, Tigard, OR 97223, said he lives on the same corner and cannot find a place to park. There may not be enough parking for the apartments so they spill out onto 92nd Avenue.

Stacy McCormick, 11690 SW 92nd Avenue, Tigard, OR 97223, echoed the sentiments of the previous testifiers. She said there are many days neighbors do not get mail because their mailboxes are blocked. There is a boundary but no one knows where it is. She asked if the curb could be painted. She realized people parking there do not intend to cause problems and may not realize the law. There is a sticker on the mailboxes but it is faded and may not show up very well to drivers.

Mayor Cook said the mail carrier in his neighborhood will get out and put a sticker on a car blocking the mailboxes. He suggested that staff write an article in the Cityscape about where to park around a mailbox. City Manager Wine said staff will follow up with them on the parking issues and blocking the mailboxes.

3. CONSENT AGENDA: (Tigard City Council)

A. RECEIVE AND FILE:

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

B. APPROVE CITY COUNCIL MINUTES:

- November 17, 2015
- December 15, 2015
- January 5, 2016
- February 16, 2016
- March 8, 2016

- C. AUTHORIZE THE CITY MANAGER TO SIGN AN AMENDMENT TO THE METRO IGA FOR THE FIELDS PROPERTY MANAGEMENT
- D. CONSIDER A RESOLUTION SUPPORTING WASHINGTON COUNTY MEASURE 34-243, EMERGENCY 9-1-1 COMMUNICATIONS BOND

RESOLUTION NO. 16-12 – A RESOLUTION SUPPORTING VOTER APPROVAL OF THE WASHINGTON COUNTY EMERGENCY 9-1-1 COMMUNICATIONS SYSTEM BOND MEASURE

Councilor Woodard moved for approval of the Consent Agenda as presented. Council President Snider seconded the motion and it passed unanimously.

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

4. CONSIDER AFFIRMATION OF VARNS STREET RESOLUTION NO 79-86

Assistant Community Development Director McGuire gave the staff report and brought forward a resolution requested by the Rolling Hills neighbors. He said as council was discussing a zone change near Hunziker and Wall Street they also talked about a 1979 council resolution regarding blocking traffic from the Fields property onto Varns Street. The resolution is still in effect but there has been additional discussion with the neighbors and they have requested once again that council approve a resolution affirming Resolution No. 79-86.

Mayor Cook invited Nick Frezza to come up and speak on behalf of the neighbors. Nick Frezza of 13275 SW 76th Avenue, Tigard, OR, 97223, represented his Rolling Hills neighbors. He said many were in attendance and strongly support the proposed resolution. They have continually voiced great concern about traffic being allowed from or to the Fields Trust property onto Varns Street. He said Varns Street is narrow without sidewalks. Cars are limited to passing one at a time. There is also a dangerous entry onto 72nd Avenue from Varns. He thanked the members of council that worked with them. The resolution is simply a reaffirmation of city council intent to support and maintain the 1979 resolution. He said they understand city staff is recommending against passing this resolution. He has heard staff say there is no interest and no plans to come through Varns Street. If this is true, why is there no support for reaffirming this resolution? Since 1979, 37 years have passed. There are now comprehensive plan changes and recent lot line adjustments and zoning changes to the property. ODOT testified in opposition to allowing Varns Street to open. It is crucial to attach Exhibit A to the resolution. He said he respectfully requested approval of the resolution to reaffirm Resolution No. 79-86. There should be no harm in giving clear and current notice of the city’s policy and intention regarding Varns Street.

Council President Snider said it is important to be clear from a staff analysis on what this changes. Assistant Community Development Director McGuire said approving this resolution would not change anything. Consistent with October discussions, the 1979 resolution is clearly still in force. There will be no opening of Varns without another resolution, but we cannot bind future councils.

Councilor Henderson recused himself as he may be a neighbor. Councilor Woodard moved to approve Resolution 16-13 and Councilor Goodhouse seconded the motion. Mayor Cook wanted further discussion. He said he was not against the 1979 resolution and agrees that it still stands. He said he did not feel that the plug on Varns Street should be removed. But he said the right time to discuss this is when it is before council with a land use application. That is the appropriate time for consideration and he will not be supporting this resolution tonight.

Council President Snider asked if passing a resolution reaffirming a previous one weakens it or has any other impact on the 1979 resolution. City Attorney Rihala said from a process standpoint generally, resolutions are not reaffirmed. It does not change anything from the 1979 resolution.

Councilor Woodard said this act will just relieve tensions and reassure neighbors that it will show future councils that we honor this and stand by it. He said he understood it was not typical but wanted to say it is important.

City Recorder Krager read the number and title of the resolution

RESOLUTION NO. 16-13 - A RESOLUTION ELIMINATING VEHICULAR TRAFFIC TO OR FROM THE “FRED FIELDS TRUST” PROPERTY VIA THE SW VARNIS STREET PLUG, MAINTAINING THE PLUG TO PREVENT THROUGH TRAFFIC AND REAFFIRMING RESOLUTION NO 79-86.

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

The motion passed by a majority of council present.

5. DISCUSSION ON UPCOMING CONTRACTS

Contracts Manager Barrett and Assistant Finance Director Fitzpatrick gave the staff report on two contracts. The audit Request for Proposals was issued in January and four responses were

received. Staff is recommending a three-year contract be awarded to Moss Adams. The potential life amount of the contract is \$330,000.

The second contract is for the Storm Water Master Plan. Staff scored the responses and OTAK came out on top. Through negotiations staff has an agreement for a \$250,000 contract. Councilor Woodard expressed dismay that it has taken so long to update this plan. He asked about the delay. City Engineer Faha said it had not been a priority and there have been lots of changes and regulations. Council President Snider asked what was budgeted and Ms Faha said \$250,000 was budgeted. Council gave approval for both contracts to be placed on a future consent agenda.

6. AUTHORIZE THE CITY MANAGER TO SIGN AN IGA WITH METRO FOR THE CONSTRUCTION OF THE FANNO CREEK TRAIL TIEDEMAN REALIGNMENT

Parks Manager Martin gave the staff report on this item and said the request to council is to authorize the city manager to approve an intergovernmental agreement with Metro for construction of a new segment of the Fanno Creek Trail. It starts at Tiedeman Avenue and will go through the Swann farm property over the creek to join the trail on the other side in Woodard Park. Clean Water Services is maintaining the Swann property and the city will maintain the new trail. The city hopes to use some of the Swan property for a small parking lot. Metro has authorized \$660,000 to pay for construction and the city will build it. Councilor Woodard commented that Tiedeman Avenue is often overflowing with parked cars so a parking lot would be fantastic. Councilor Henderson inquired if the PRAB had approved this alignment and Mr. Martin said it was included in the Greenway Trail Master Plan approved in 2012.

Council President Snider moved to authorize the city manager to sign an IGA with Metro for the construction of the Fanno Creek Trail - Tiedeman Realignment. Councilor Goodhouse seconded the motion. Mayor Cook conducted a vote and the motion passed unanimously.

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

7. INFORMATIONAL PUBLIC HEARING: CONSIDER APPROVAL OF FY 2016 THIRD QUARTER BUDGET SUPPLEMENTAL

- a. Open Public Hearing – Mayor Cook announced that this is an informational public hearing and anyone shall be given the opportunity to comment.
- b. Staff Report – Confidential Executive Assistant Lutz said this resolution will amend the FY 2016 Adopted budget to achieve the following: recognize grant revenues and

expenses along with budget adjustments in Community Development, Public Works, Community Services, Policy & Administration, and the Capital Improvement Program.

- c. Public Testimony – No one signed up to testify.
- d. Council Questions – Councilor Goodhouse asked about the damaged city vehicle that was stolen from outside the Permit Center and whether insurance covered it. If so, why is it listed in this budget supplemental? Public Contracts Manager Barrett said he will check on that but it may be a case where the city needs to replace the vehicle and then submit to the insurance company for reimbursement.
- e. Staff Recommendation – Staff recommends approval of Resolution No. 16-14.
- f. Council Discussion – No further discussion
- g. Close Public Hearing – Mayor Cook
- h. Council Deliberation and Consideration of Resolution No. 16-14

Councilor Woodard moved to approve Resolution No. 16-14 and the motion was seconded by Council President Snider. City Recorder Krager read the number and title of the resolution:

RESOLUTION NO. 16-14 - A RESOLUTION TO AMEND THE FY 2016 ADOPTED BUDGET TO ACHIEVE THE FOLLOWING: RECOGNITION OF GRANT REVENUES AND EXPENSES ALONG WITH BUDGET ADJUSTMENTS IN COMMUNITY DEVELOPMENT, PUBLIC WORKS, COMMUNITY SERVICES, POLICY AND ADMINISTRATION, AND THE CAPITAL IMPROVEMENT PROGRAM

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

Mayor Cook conducted a vote and announced that Resolution No. 16-14 passed unanimously.

8. DISCUSS POLICY REGARDING NEWS MEDIA IN EXECUTIVE SESSIONS

City Manager Wine led a discussion on a policy to define which media are allowed to attend Executive Sessions. An issue arose out of a conversation a month ago about what type of media

and material could be placed in the newsletter of administrative items. Council asked staff about the definition of news media and who is allowed to attend. She noted that Oregon Public Meeting Law does not have a clear definition. The council can make a definition of who it considers news media in our community. Mayor Cook noted that some councils have already passed a resolution and many more have been discussing this at conferences.

Mayor Cook said he is concerned that when council is in executive session they are usually negotiating something like a piece of property and it could be costly if someone leaked that information. City Manager Wine asked City Attorney Rihala what recourse the city has if someone who identifies themselves as the media writes about what they heard in an executive session. City Attorney Rihala said it is difficult and the city could come against a constitutional right. If there was such a breach the city could ban the individual reporter but not the conventional entity.

Ms. Wine included an attachment to the agenda item summary that is a model ordinance from a group of city attorneys. She said council could consider terms and factors they want, such as number of paid staff, or whether it has a process for tracking errors, etc. Councilor Goodhouse advised not reinventing the wheel and using what the League of Oregon Cities prepared.

Councilor Woodard asked what situation recently occurred so council needs to do this. He said there is already an Oregon statute and asked why would council do this. Council President Snider replied that the statute does not define media. Councilor Woodard said any criteria would be subjective and he would hate to defend it in a court of law.

City Attorney Rihala said that is why we defined media as a structured organization rather than a single person. A single person does not meet the credentials. Council President Snider said it is not strong enough.

Council President Snider asked Reporter Geoff Pursinger from Tigard Times for his opinion on this. He suggested the city talk to his editor and publisher. The editorial process varies between media outlets. Councilor Woodard said staff and the council have more work to do on this.

City Attorney Rihala said the press was involved in this best practices model vetted by them. City Manager Wine will check to see which cities have adopted it. Councilor Henderson asked about the consequences if there is a violation. He has seen violations but never penalties. City Attorney Rihala said free speech prevails and in terms of penalties, there are none. Councilor Henderson asked if an executive session should be cancelled then if there is a reporter present that no one recognizes.

City Manager Wine said she heard feedback from council that they want more of an objective process from some news agencies and want to determine which other cities have adopted these kinds of policies. Councilor Woodard noted that there are professionals who use Twitter and blog and all forms of communication are fair game. Ms. Wine said this would come back to a future council meeting agenda.

TIGARD CITY COUNCIL MEETING MINUTES – April 12, 2016

- 9. NON AGENDA ITEMS None.
- 10. EXECUTIVE SESSION None held.
- 11. ADJOURNMENT

At 8:57 p.m. Councilor Goodhouse motioned for adjournment. Councilor Henderson seconded the motion and all voted in favor.

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

Carol A. Krager, City Recorder

Attest:

John L. Cook, Mayor

Date

AIS-2674

3. B.

Business Meeting

Meeting Date: 05/24/2016

Length (in minutes): Consent Item

Agenda Title: Proclaim June as Play Ball Month

Prepared For: Joanne Bengtson, City Management

Submitted By: Joanne Bengtson, City Management

Item Type: Receive and File

Meeting Type: Consent
Agenda

Public Hearing: No

Publication Date:

Information

ISSUE

Should Mayor Cook proclaim June 2016 as Play Ball Month?

STAFF RECOMMENDATION / ACTION REQUEST

N/A

KEY FACTS AND INFORMATION SUMMARY

This is the second year that Mayor Cook has participated in the Play Ball Initiative sponsored by Major League Baseball and the U.S. Conference of Mayors. On June 20, 2015, Major League Baseball and the United States Conference of Mayors launched the Play Ball initiative to focus on the sport of baseball and encourage participation in America's Pastime to strengthen family and community bonds.

OTHER ALTERNATIVES

Don't issue the proclamation.

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

N/A

DATES OF PREVIOUS COUNCIL CONSIDERATION

August 2015 was Play Ball Month last year to honor the Tigard Tualatin Softball All-Star Team's performance in the Little League World Series.

Attachments

Play Ball Month Proclamation



Proclamation

City of Tigard

PLAY BALL MONTH

Whereas, Mayor Cook is proud to partner with the United States Conference of Mayors and Major League Baseball to recognize June as Play Ball month in Tigard; and

Whereas, during "Play Ball Month," Mayors across the nation are celebrating baseball with the goal of strengthening bonds between families and communities through baseball-related activities; and

Whereas, playing catch, running bases in the backyard, playing a game during a family gathering or as part of park and recreation activities reinforces the fun and sense of belonging that baseball has brought to Americans for decades; and

Whereas, in keeping with the enjoyment to be found in our national pastime, the Tigard Little League post-season play during the month of June is a great way to enjoy All Star team play that leads to the Little League World Series; and

Whereas, the Tigard City Council and residents recognize the importance and influence of the sport of baseball and support its ability to produce countless family and community bonding experiences for a diversity of cultures which reinforces its label as America's Pastime.

NOW THEREFORE BE IT RESOLVED that I, John L. Cook, Mayor of the City of Tigard, Oregon, do hereby proclaim the month of June as,

PLAY BALL MONTH

in Tigard, Oregon and encourage people throughout the city to recognize the influence the sport of baseball has had in teaching life lessons of teamwork, perseverance, leadership and sportsmanship to people of all ages and how it continues to be a part of the fabric of our community.

Dated this ____ day of _____, 2016

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Tigard to be affixed.

John L. Cook, Mayor
City of Tigard

Attest:

Carol Krager, City Recorder

AIS-2717

3. C.

Business Meeting

Meeting Date: 05/24/2016
Length (in minutes): Consent Item
Agenda Title: Award 2017 Pavement Management Program Overlay Contract
Prepared For: Joseph Barrett
Submitted By: Joseph Barrett, Finance and Information Services
Item Type: Motion Requested **Meeting Type:** Local Contract Review Board

Public Hearing No

Newspaper Legal Ad Required?:

Public Hearing Publication

Date in Newspaper:

Information

ISSUE

Shall the Local Contract Review Board award a contract for the city's 2017 Pavement Management Program Overlay project to S-2 Contractors, Inc. in the amount of \$1,341,591.

STAFF RECOMMENDATION / ACTION REQUEST

Staff recommends the Local Contract Review Board award a contract for the 2017 Pavement Management Program Overlay project to S-2 Contractors, Inc. in the amount of \$1,341,591 and further authorize the City Manager to take the necessary steps to execute the contract.

KEY FACTS AND INFORMATION SUMMARY

The yearly Pavement Management Program (PMP) protects the city's investment in street infrastructure. The program typically includes a combination of minor maintenance projects (slurry seal applications) and major maintenance and rehabilitation projects (pavement overlays). In a payment overlay project, the pavement on a street has deteriorated due to traffic usage and weather, and is at the point where pavement repairs and overlays are necessary to avoid further deterioration and return the street to a good condition.

Work under the project will include:

- Construction of asphaltic concrete inlays and overlays
- Asphalt concrete removal (grinding) and repair
- Adjustment of facilities to match new pavement level
- Applying sealant along pavement edges and joints

- Temporary signage, protection, and traffic control
- Striping and pavement marking
- Construction of concrete curbs and ramps
- Performance of additional and incidental work as called for by the specifications and plans.

For fiscal year 2016-2017, streets, or sections of these streets, in need of this level of repair, include:

- Ventura Court – Barbara to Alfred
- Locust Street – Greenburg to Hall
- Oak Street – 71st to 69th
- 72nd Avenue – 99W to 260' South of 99W
- Walnut Street – 122nd to 116th
- 121st Avenue – Ann to Tippitt
- 72nd Avenue – Beveland to OR 217 Ramp
- Hunziker Street – Lot 7585 to 72nd
- Sandburg Street – 72nd to End
- Landmark Lane – End to 72nd
- 72nd Avenue – Upper Boons Ferry to City Limits

The city issued an Invitation to Bid for the project on April 8th and published notice in the Daily Journal of Commerce and in The Oregonian. The city issued a multi-tiered bid schedule, adding streets under each tier with the intention of contracting for the most streets the budgeted roughly \$1.3 million would cover. Bids were due on April 21st and the city received responses from five companies and will be able to reach the third tier and stay with appropriations in the Street Maintenance Fee Fund:

- Engineer's Estimate through Tier 3 - \$1,489,777
- S-2 Contractors - \$1,341,591
- Knife River Corporation - \$1,386,862
- Brix Paving Northwest, Inc. - \$1,645,523
- Kodiak Pacific Construction - \$1,659,172
- Baker Rock Resources - \$1,795,173

Staff has reviewed the bids and determined that S-2 Contractors has submitted the lowest responsible bid. S-2 Contractors has no State of Oregon Contractor Construction Board violations and is not on the Bureau of Labor and Industries ineligible list. S-2 has performed this work for the city for the past few years and the city has been very satisfied with their performance. As such, staff recommends an award for the city's pavement overlay contract to S-2 Contractors in the amount of \$1,341,591. This amount is within the requested amount in the FY 2016-2017 approved budget.

OTHER ALTERNATIVES

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

DATES OF PREVIOUS COUNCIL CONSIDERATION

The Local Contract Review Board was presented the contract details at their May 10, 2016 meeting and voted to place the award on the consent agenda.

Fiscal Impact

Cost: \$1,341,391

Budgeted (yes or no): Yes (Appr)

Where budgeted?: Street Maintenance Fee Fund

Additional Fiscal Notes:

The proposed contract is for \$1,341,391 and appropriations are in the approved budget for FY 2016-2017 for the work.

Attachments

No file(s) attached.

AIS-2718

3. D.

Business Meeting

Meeting Date: 05/24/2016
Length (in minutes): Consent Item
Agenda Title: Consider Telephone System Contract Award
Prepared For: Joseph Barrett
Submitted By: Joseph Barrett, Finance and Information Services
Item Type: Motion Requested **Meeting Type:** Local Contract Review Board

Public Hearing No
Newspaper Legal Ad Required?:
Public Hearing Publication
Date in Newspaper:

Information

ISSUE

Shall the Local Contract Review Board award a contract for a new telephone system to Inflow Communications in the amount of \$185,338.

STAFF RECOMMENDATION / ACTION REQUEST

Staff recommends the Local Contract Review Board award a contract for a new telephone system to Inflow Communications in the amount of \$185,388 and further authorize the City Manager to take the necessary steps to execute the contract.

KEY FACTS AND INFORMATION SUMMARY

The City currently owns an aged NEC 2000 telephone system that is more than 15 years old and no longer provides the functionality needed to support the City's business needs. The NEC is currently in an unsupported and inconsistent state and fails to meet staff needs for remote access when not in the office, consistent voice mail service, and modifications to the system to address staffing changes.

The current phone system requires special expertise for many functions including telephone moves, additions and changes. These simple and frequent types of maintenance require support from the vendor from whom we purchased the system. Additionally, the vendor lost internal resources and is not able to fully support the system in the same state as initially able. This lengthens the time and cost of service and in most instances City staff does not have the expertise to perform certain changes or upgrades to the system. Ongoing support from the vendor, if at all possible, is slow as the vendor's internal resources to support the system are nonexistent. This leads the vendor to contacting NEC directly which adds costs

and time to support calls. All staff changes to the system are currently being denied unless the request is deemed critical to operations and able to be performed with in-house knowledge.

The City's current network is composed of private fiber between buildings in a campus environment with a core Cisco 6504e switch and Meraki POE switches in department phone closets. There are approximately 250 desk and conference phones and the need for just over 50 more virtual licenses. Those who have a virtual number are currently not able to receive direct calls and do not receive any notification when they have received a voicemail. It is the City's desire that under a new phone system, everyone will be assigned a dedicated extension. The calls to those assigned a virtual extension will be routed to their mobile devices for the ability to send and receive calls from their assigned extension and receive notifications wherever and whenever they are working.

The most critical component that needed to be determined was the purchase of an on-premises system versus a hosted one. Under an on-premises system, the city would physically house the phone system and would be responsible for maintenance of the hardware and software associated with the system. It would give more the city complete control of the system and a reliable "LAND" line connection to support the incoming and outgoing calls. Under a hosted system, the city would purchase a virtual phone system with minimal hardware on-site (essentially just the phone handsets) and everything running via the internet. Maintenance of the hardware and software would be the responsibility of the phone system company as the physical components are housed in their datacenters. The reliability and connection would be dependent upon internet connectivity even when calling the next desk or building over.

A Request for Proposals for a new phone system was issued in late 2014. Responses were received from nine firms proposing an array of options. A review team comprised of staff from all departments was assembled and the proposals reviewed based on the RFP criteria. It was fairly obvious at the time of the first review team meeting that the city was truly more in a Request for Information stage than a Request for Proposal stage as the city was not sure of what system and options it truly needed or wanted to purchase based on what was available.

Site visits were conducted to review systems, internal discussions were conducted, and the end result was that the city did not want to be rushed into a decision and allowed the proposal validity period to expire.

The committee finally decided on a Shore-Tel on-premises system as it was determined to be the best fit for the city and its future. As the proposal validity period has expired by quite some time, staff explored additional procurement methods for the system. Staff was able to find a possible permissive cooperative procurement opportunity under an existing contract Inflow has with the King County Directors' Association in the State of Washington (serving public school districts). This contract allows the city to purchase the system it desires for less money than was proposed by another firm under the RFP process.

The total cost for the new system including licenses, phones, switches, support, and more is \$185,388. This is a five-year cost that is paid at the time of acquisition of the system. As this is an on-premise system, the city will continue to pay for monthly fees on two PRI trunk lines and other standard "LAND" line costs that are budgeted at the divisional level.

Staff is recommending the Local Contract Review Board award a contract to Inflow Communications for a ShoreTel on-premises phone system in the amount of \$185,388 – paid in the first year of a five-year agreement. The funds are currently budgeted in the Central Services Fund in the Information Technology Division for the system. If work carries into next fiscal year, which is anticipated, a 1st Quarter Supplemental adjustment will occur.

OTHER ALTERNATIVES

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

DATES OF PREVIOUS COUNCIL CONSIDERATION

The Local Contract Review Board was briefed on this proposed contract at their May 10, 2016 business meeting.

Fiscal Impact

Cost: \$185,388

Budgeted (yes or no): Yes

Where budgeted?: Central Services Fund

Additional Fiscal Notes:

The proposed cost of the new telephone system is \$185,388 and funds are currently appropriated in the Central Services Fund (IT Division). If funds are required in FY 2016-2017 due to work schedule, a 1st Quarter Supplemental Budget Request will be made to carry the remaining appropriation over.

Attachments

No file(s) attached.

AIS-2654

4.

Business Meeting

Meeting Date: 05/24/2016

Length (in minutes): 15 Minutes

Agenda Title: Presentation by Washington County Visitors Association

Prepared For: Marty Wine, City Management

Submitted By: Joanne Bengtson, City Management

Item Type: Update, Discussion, Direct Staff **Meeting Type:** Council
Business Meeting - Main

Public Hearing: No

Publication Date:

Information

ISSUE

CEO Carolyn McCormick from the Washington County Visitors Association (WCVA) contacted the City Council to share a brief overview of the WCVA, give Council a briefing on the Transient Lodging Tax, (where it goes and what they do with the dollars they receive) and show what they've done for Tigard.

STAFF RECOMMENDATION / ACTION REQUEST

N/A

KEY FACTS AND INFORMATION SUMMARY

The WCVA is hosting an annual National Tourism Week lunch on May 6 at noon at the Washington County Fairgrounds to celebrate the power of travel & tourism. The luncheon is free and would give your council members an opportunity to meet industry leaders and the WCVA team.

The Washington County Visitors Association (WCVA) is a non-profit destination marketing organization (DMO), which markets Washington County, Oregon, as a tourism destination. Part of the WCVA's role is to identify and market to out-of-area-visitors, with the mission to increase overnight visitation in Washington County.

OTHER ALTERNATIVES

N/A

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

N/A

DATES OF PREVIOUS COUNCIL CONSIDERATION

N/A

Attachments

No file(s) attached.

AIS-2556

5.

Business Meeting

Meeting Date: 05/24/2016

Length (in minutes): 20 Minutes

Agenda Title: MURP/State of Place - final presentation

Submitted By: Lloyd Purdy, Community
Development

Item Type: Receive and File

Meeting Type: Council
Business
Meeting -
Main

Public Hearing: No

Publication Date:

Information

ISSUE

Presentation from Portland State University, Masters in Urban and Regional Planning (MURP) program, “Delta Planning” graduate student team.

STAFF RECOMMENDATION / ACTION REQUEST

Community Development staff will consider and integrate when possible the ideas presented by the Delta Planning team into planning efforts focused on the Tigard Triangle.

KEY FACTS AND INFORMATION SUMMARY

In January 2016, a team of four graduate students from the MURP program at PSU began working with Tigard’s Community Development Department on their capstone planning project focused on the Tigard Triangle.

This project includes collaboration with a consulting firm called “State of Place.” State of Place uses metrics and analytics to put a monetary value on features of the built environment. In search of a way to value the existing development in the Tigard Triangle, the Delta Planning team walked every street in the Tigard Triangle and gathered more than 280 data points per block. This information created a baseline against which recommendations, development alternatives and a variety of build-out scenarios can be measured and ranked. This process has been used in other parts of the country by developers to measure the impact and value of different projects. This is the first time the model has been applied at this scale for a municipality.

The Tigard Triangle has a State of Place Index of 33. For comparison’s sake, Downtown Tigard’s State of Place Index is 66. This score includes measurements in 10 categories that

quantify:

- Urban fabric (form, density & connectivity)
- Proximity to destinations (proximity, parks, recreational facilities)
- Human need and comfort (pedestrian amenities, traffic safety)
- Liveliness & upkeep (streetscape aesthetics, personal safety)

With this baseline, State of Place can estimate how changes in the State of Place Index affect retail rents, residential rents and retail sales. The graduate students from Delta Planning have used this information to guide their thinking, analysis and public engagement. The Delta Planning team will review their project goals, process and preliminary recommendations in this presentation.

The City of Tigard's Community Development Department is working to achieve the city's strategic vision through projects like this, as well as walkability initiatives, a lean code, a form based code and innovative community engagement projects like summer ice cream cart visits. This is the second time the Community Development Department has collaborated with a MURP team from PSU. The first project, led by a graduate student team called "Step Up Studio," initiated the Tigard Walks project in 2013.

OTHER ALTERNATIVES

N/A

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

This project supports the city's strategic vision, specifically goals two and four. This project also supports the Tigard Triangle Strategic Plan.

DATES OF PREVIOUS COUNCIL CONSIDERATION

March 15, 2016 – introduction to the graduate students in the Delta Planning team.

Attachments

No file(s) attached.

AIS-2611

6.

Business Meeting

Meeting Date: 05/24/2016

Length (in minutes): 15 Minutes

Agenda Title: Washington County Cooperative Library Services
Intergovernmental Agreements

Prepared For: Margaret Barnes **Submitted By:** Alison
Grimes,
Library

Item Type: Update, Discussion, Direct Staff **Meeting Type:** Council
Business
Meeting -
Main

Public Hearing No

Newspaper Legal Ad Required?:

Public Hearing Publication

Date in Newspaper:

Information

ISSUE

Informational discussion with City Council regarding the renewal of Washington County Cooperative Library Service's Intergovernmental Agreements.

STAFF RECOMMENDATION / ACTION REQUEST

Staff recommends review and discussion of these five Agreements. These Intergovernmental Agreements are scheduled for approval by Council on June 14, 2016.

KEY FACTS AND INFORMATION SUMMARY

Informational review of the following WCCLS (Washington County Cooperative Library Services) Intergovernmental Agreements:

* Intergovernmental Agreement: With the passage of the 2015 WCCLS library local option levy, a new five-year Agreement is presented for approval.

* Amendment to Intergovernmental Agreement: This adds the City of North Plains to the Agreement.

* Second Amendment to Intergovernmental Agreement: This Amendment updates some language in the original Agreement and adds the Aloha Community Library as an additional member.

* Public Libraries Services Agreement: This is an Agreement with WCCLS to maintain and provide residents of Washington County with access to quality public library services.

* Information Network Agreement: This Agreement defines the responsibilities of WCCLS member libraries for use of the shared Information Network, including the integrated library system software, its resources, databases and e-content provided for library staff and patrons.

They have been reviewed and approved by the City Attorney.

OTHER ALTERNATIVES

None.

COUNCIL OR CCDA GOALS, POLICIES, MASTER PLANS

None.

DATES OF PREVIOUS CONSIDERATION

The Intergovernmental Agreement was previously approved December 20, 2005, the Public Library Services Agreement was previously approved June 14, 2011 and the Information Network Agreement was previously approved July 1, 2011.

Attachments

First Amendment to IGA

Public Library Services Agreement

Second Amendment to IGA

Governance IGA

Information Network IGA

**AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT
WASHINGTON COUNTY COOPERATIVE LIBRARY SERVICES**

This amends the Intergovernmental Agreement dated January 17, 2006 between Washington County on behalf of Washington County Cooperative Library Services, and the cities of Banks, Beaverton, Cornelius, Forest Grove, Hillsboro, Sherwood, Tigard, and Tualatin, and the Cedar Mill Community Library Association and the Garden Home Community Library Association (“Contractors”) as follows:

In accordance with **Section 4.I: Adding or Subtracting Members**, the City of North Plains shall be added as a Member, effective July 1, 2007. The City of North Plains, by its execution of this Amendment, also hereby agrees to be bound by all of the terms and conditions of the January 17, 2006 Intergovernmental Agreement and all Amendments thereto.

Amend Section 4, A: WCCLS EXECUTIVE BOARD Membership to read as follows:

4. WCCLS EXECUTIVE BOARD

A. Membership

The Executive Board shall consist of thirteen (13) voting Board Members (“Members”) representing the eleven (11) Contracting library service providers, the West Slope Community Library, and Washington County. For the cities of Beaverton, Cornelius, Forest Grove, Hillsboro, **North Plains**, Sherwood, Tigard, and Tualatin, the Members shall be the chief administrative officers of those jurisdictions or their designees. For the City of Banks, the Cedar Mill Community Library Association and the Garden Home Community Library Association, the Members shall be representatives designated by the Contractors’ governing boards. For the West Slope Community Library, the Member shall be a representative of the community appointed by the Board of County Commissioners. The Washington County Administrator (or designee) shall represent countywide services. The Executive Board will meet as needed and will convene either prior to or immediately following the city/county managers’ meetings.

Amend Section 5, A: WCCLS POLICY GROUP Membership to read as follows:

5. WCCLS POLICY GROUP

A. Membership

The WCCLS Policy Group (“Policy Group”) shall consist of thirteen (13) voting Members representing the eleven (11) contracting library service providers, the West Slope Community Library, and a library that is a non-public library WILnet member (either Tuality Health Information Resource Center or the Oregon College of Art and Craft library). These thirteen Members shall be the library directors or their designees.

This amendment shall become effective July 1, 2007.

In performing the above, it is understood and agreed that all other terms and conditions of the original Intergovernmental Agreement of January 17, 2006 and amendments thereto are still in effect.

FOR THE CONTRACTOR:

Signature

Title

Date

FOR WASHINGTON COUNTY:

Signature

Title

Washington County

APPROVED AS TO FORM:

Sr. Assistant County Counsel

Public Library Services Agreement

This Agreement is made by and between Washington County, a home rule subdivision of the State of Oregon hereinafter referred to as “County”, on behalf of Washington County Cooperative Library Services, hereinafter referred to as “WCCLS,” and the Cities of Banks, Beaverton, Cornelius, Forest Grove, Hillsboro, North Plains, Sherwood, Tigard, and Tualatin, and Aloha Community Library Association, Cedar Mill Community Library Association and Garden Home Community Library Association, hereinafter referred to as “Contractor(s).” County and Contractors are collectively known as “the Parties.” WHEREAS, Washington County has approved funding for countywide library services including non-fee access by County residents to public libraries operated by Contractors; and

WHEREAS the Parties originally entered into this Agreement in 1976 and the Agreement has had subsequent amendments and renewals including the last one entered into on June 21, 2011 (MO #11-165); and

WHEREAS, the Parties to this Agreement are either units of local government empowered by ORS 190.010 to enter into an intergovernmental agreement or are private non-profit agencies operating public libraries; and

WHEREAS, the Parties desire to maintain and provide residents of Washington County with access to quality public library services and Contractors can provide such access and services.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. DEFINITIONS

The following definitions shall be used in this Agreement:

- A. WCCLS (Washington County Cooperative Library Services) – An agency of County government that exists to coordinate, contract for or provide a full range of library and information services to all residents of the county.
- B. WCCLS Information Network– The system that includes: the shared integrated library system software (circulation, public access catalog, cataloging, serials control and acquisitions software); the WCCLS.org website and its resources; other databases and e-content provided by WCCLS for Contractors’ staff or public access; wireless Internet access for the public; central site hardware and software; software, hardware or peripheral products provided to Contractors and supported by WCCLS; and the telecommunications network linking Contractors to the system and for Internet access.

- C. Qualified Borrowers – All Washington County residents, residents of counties or cities with which Washington County has reciprocal borrowing agreements, and paying card holders.
- D. West Slope Community Library - The public library that is a department of WCCLS and managed by the County. For purposes of this Agreement, West Slope is a Contractor.
- E. Oregon Public Library Statistical Report – The report mandated by ORS 357.520, containing statistics and provided on an annual basis to the Oregon State Library via a reporting format determined by the State Library. Report data is typically due October 1 of each year.
- F. WCCLS Executive Board – the board established to advise the Board of County Commissioners and the Cooperative Library Services Director on matters pertaining to the funding for countywide library services, distribution of financial resources by WCCLS for the provision of countywide public library services, and long term governance and funding strategies.
- G. WCCLS Policy Group – the Board established to provide technical and professional support and advice to the WCCLS Executive Board, to develop and implement policies and procedures for delivery of countywide public library services, and to advise the Cooperative Library Services Director.

2. TERM OF AGREEMENT

This Agreement shall be in effect from July 1, 2016 through June 30, 2021, except as otherwise provided in Section 11 of this Agreement.

3. FUNDS

As compensation to Contractor for the services to be provided pursuant to this Agreement, WCCLS agrees to distribute funds to Contractor on the basis set forth in Section 5 and the Payment Schedule set forth in Section 7.

By receipt of funds from WCCLS each Contractor agrees to expend those funds to provide library services according to Contractor’s established policies, and to ensure that Contractor’s library facilities are open for public use by all Qualified Borrowers. Contractors must spend all funds received from WCCLS on the provision of library services.

4. MINIMUM OPERATING REQUIREMENTS

By receipt of funds from WCCLS each Contractor agrees that Contractor's library facilities will be open to the public at least 45 hours per week, and to employ at least one full-time employee who will serve as the primary contact with WCCLS.

5. FUNDING DISTRIBUTION

A. WCCLS shall determine the total payment to be made to each Contractor during the term of this Agreement by using the method set forth in this Section and based on figures set forth in EXHIBIT A "Funding Distributions."

B. Payments to Contractors shall be budgeted in three (3) funding distribution pools.

1. Pool One. If the countywide assessed value increases at least 3% annually, for FY2016-17 the total amount in Pool One shall be \$23,313,017 as identified in EXHIBIT A. Thereafter, if countywide assessed value increases at least 3% annually Contractors shall each receive increases of 3% on an annual basis for the Term of this Agreement.
2. Pool Two. After actual County assessed valuation, tax levies and taxes are certified, County will determine WCCLS revenue which is subject to adjustment to actual revenue. WCCLS will use the WCCLS actual revenue to first fully fund Pool One distributions and budgeted WCCLS support and outreach services, including the Jump Start Operating Fund. WCCLS may then allocate additional funds to Pool Two. The WCCLS Executive Board shall recommend whether funds from Pool Two shall be distributed to Contractors, and if so, on what basis. Typically, the WCCLS Executive Board shall make the recommendation in February of each year. Any distribution of funds from Pool Two shall be distributed on a separate schedule from Pool One.
3. Jump Start Operating Fund. WCCLS shall create a third funding pool and use funds from this pool to support Contractors that physically expand a library building or add a new library branch during the term of this Agreement. Funds shall be allocated to support the operations of said expansions. WCCLS shall allocate funds through an application process created by the WCCLS Executive Board. Funds from this third funding pool will be added to the Contractor's Pool 1 base allocation at the beginning of the next Agreement term.

6. ADJUSTMENTS IN PAYMENTS

- A. WCCLS may adjust payments if funding for payments noted in 5.B.1 is less than projected. WCCLS will reduce amounts paid to each Contractor in an amount proportionate to each library's percentage of the total amount available for payment.
- B. WCCLS shall notify the Contractors in writing of any adjustments under this Section after the County adopts the budget for the subsequent fiscal year. If reductions in revenue are necessary after the beginning of a fiscal year, County shall give sixty (60) days notification to Contractors, if possible.

7. PAYMENT SCHEDULE

- A. WCCLS shall make payments to those Contractors that are cities as follows:
 - 1. 80% (eighty percent) of the total annual payment shall be made on or before December 31; and
 - 2. 20% (twenty percent) of the total annual payment shall be made on or before April 15.
- B. Notwithstanding paragraph 7.A above, a city not formerly a party to a Public Library Services Agreement with WCCLS, that establishes a public library and becomes a party to this Agreement, shall be entitled to receive payment on a monthly basis during the term of this Agreement. The monthly payment shall be 1/12 of the total annual payment. In addition, WCCLS agrees that any city to which this subsection applies shall be entitled to receive monthly payments for the entire term of any renewal or successor agreement to which it becomes a party, provided funds are available.
- C. WCCLS shall make payments to those Contractors that are community libraries, specifically Aloha Community Library Association, Cedar Mill Community Library Association, Garden Home Community Library Association and the West Slope Community Library, on a monthly basis. The monthly payment shall be 1/12 of the total annual payment.

8. SPECIAL LIBRARY FUND

County, on behalf of WCCLS, shall maintain a Special Library Fund that shall include:

- A. Any remaining funds from a previous year which shall be carried over to the next year;
- B. All property tax collections made under all County library local option levies;

- C. All transfers of county general funds made to WCCLS;
- D. All interest earnings on the Special Library Fund, in accordance with ORS 294.080(1); and
- E. Other revenues for library services.

9. SERVICES TO BE PROVIDED BY WCCLS

WCCLS agrees to provide the following central support and outreach services to Contractors and West Slope Community Library:

- A. Reciprocal borrowing with other metropolitan area public libraries and Oregon Library Passport Program participating libraries;
- B. Coordination of countywide library services among Contractors and with regional and state library service providers;
- C. Coordination of selection and purchase of shared electronic products available through WCCLS.org, coordination of training and education for adult services staff, coordination of countywide adult programming such as Summer Reading, and interlibrary loan borrowing from and lending to libraries outside of Washington County;
- D. Outreach services to special populations of Washington County residents, including, but not limited to, circulation of materials to those who cannot get to a public library (homebound), information and education about library-related services for child care providers and the children in their care, Latino and other cultural communities.
- E. Coordination and support of countywide youth services, including Summer Reading Programs and shared resources, coordination of training and education of youth services staff;
- F. Courier pick-up and delivery of materials between Contractors and provision of courier connections to regional library delivery systems;
- G. Planning for long-term growth and development of countywide library services;
- H. Operation and maintenance of the WCCLS Information Network as defined in the WCCLS Information Network Agreement; and
- I. Other services to address Long Range Service Plan goals as agreed upon by the Parties.

10. SERVICES TO BE PROVIDED BY CONTRACTORS

- A. Each Contractor agrees to ensure equity of access to materials, resources and services for all Qualified Borrowers.
- B. Qualified Borrowers will not be charged a fee for the initial circulation or renewal of library materials.
- C. Each Contractor shall apply all fees and policies uniformly to all Qualified Borrowers. Such fees may include special service and overdue fees.
- D. Each Contractor shall designate a staff member who will work with WCCLS and administer this Agreement on behalf of Contractor. Contractor shall authorized the staff member to receive and give any

notices that may be required under this Agreement. Unless otherwise designated, this shall be the Library Director for each Contractor.

- E. Each Contractor shall meet all requirements for Level 5 Libraries as defined in the Admission of New Public Libraries to Washington County Cooperative Library Services, as approved by the WCCLS Executive Board May 23, 2012 and subsequent revisions.
- F. Each Contractor shall abide by shared policies and procedures as agreed upon by the WCCLS Policy Group.
- G. Each Contractor shall identify its membership in WCCLS through identification marks, and through public communications in selected library printed materials, websites or other publicity materials.

11. RECORD KEEPING

- A. WCCLS shall provide each Contractor with a copy of the County's annual audit, upon request by Contractor.
- B. Each Contractor shall provide WCCLS with a copy of Contractor's annual audit. For purposes of this Section, the following requirements shall apply:
 - 1. For Contractors which are cities, the audit shall be that of the city, and shall be supplied upon request of WCCLS.
 - 2. For Contractors which are community libraries (specifically Aloha Community Library Association, Cedar Mill Community Library Association and Garden Home Community Library Association), the audit shall be the result of an annual review of the Contractor's financial statements made by an independent certified public accountant in accordance with standards of the American Institute of Certified Public Accountants, and shall be supplied by December 31st of each year to WCCLS.
- C. Each Contractor shall provide WCCLS with a copy of its Oregon Public Library Statistical Report.

12. TERMINATION

- A. County may terminate this Agreement upon sixty (60) days written notice for a termination date no sooner than the end of the current fiscal year, if it determines, in good faith through an open, public process, that:
 - 1. The public interest would be served by such termination; or
 - 2. Adequate funds are not available.
- B. Each Contractor shall have the right to terminate this Agreement upon sixty (60) days written notice, if Contractor determines, in good faith, that:
 - 1. The public interest in its jurisdiction or area of service would be served by such termination; or

2. Appropriated funds for Contractor are less than the amount reasonably anticipated.
- C. County and each Contractor may terminate participation in this Agreement separately, and Agreements between remaining parties and County shall remain in effect.
- D. If Contractor terminates its participation in the Agreement, the County shall distribute funds to the Contractor prorated to the date of termination.

13. INSURANCE

Each contractor to this Agreement shall maintain comprehensive general liability insurance or adequate reserves in a program of self-insurance covering personal injury and property damage for the Contractors, its employees and agents. The insurance coverage shall cover the minimum amount specified in ORS 30.271. For Contractors which are not units of local government, certification of insurance shall be provided to WCCLS and all such insurance coverage shall name Washington County, its officers, employees and agents as additional insureds.

14. COMPLIANCE WITH APPLICABLE LAWS

The Parties shall comply with all local, state, and federal ordinances, statutes, laws and regulations that are applicable to the services provided under this Agreement.

- A. Equal Opportunity Contractor shall not discriminate against its employees (including applicants for employment) on the basis of race, color, religion, gender, sexual orientation, national origin, disability, age, or marital status except in case of bona fide occupational qualifications as defined and provided by applicable federal or state law. No person shall be denied or subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this Agreement on the grounds of race, color, religion, gender, sexual orientation, national origin, disability, age, or marital status. Any violation of this provision shall be grounds for cancellation, termination or suspension of the Agreement in whole or in part by County.
- B. Public Contracting Statutes ORS 279B.200 through 279B.240 and 279C.500 through 279C.870, as applicable, are incorporated herein by reference. The Contractor agrees to:
 1. Make payment promptly, as due, to all persons supplying, to Contractor, labor or material for the performance of the work provided for in this Agreement;
 2. Pay all contributions or amounts due the Industrial Accident Fund incurred in the performance of the Agreement:

3. Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished pursuant to this Agreement; and
4. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

15. INDEMNIFICATION

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. If the indemnifying party is a unit of local government, such indemnification shall be subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.302, and the Oregon Constitution.

16. DEBT LIMITATION

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 appropriation of funds therefor.

17. INDEPENDENT CONTRACTOR

Each party is an independent contractor with respect to each other party and has no control over the work performed by the other. No party is an agent or employer of another party. No party or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.

18. NOTICE

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.

18. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

19. CAPTIONS

Captions and headings used in this Agreement are for convenience only and shall not be construed or interpreted so as to enlarge or diminish the rights or obligations of the parties hereto.

20. SEVERABILITY

If any section, subsection, sentence, clause, phrase or portion of this Agreement is, for any reason, held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this Agreement unless the result of the holding is a failure of consideration of any party.

21. AMENDMENT

This Agreement may only be amended in writing and signed by all of the Parties.

FOR THE CONTRACTOR:

FOR WASHINGTON COUNTY:

SIGNATURE

SIGNATURE

TITLE

TITLE

DATE_____

DATE_____

APPROVED AS TO FORM:

COUNTY COUNSEL

**SECOND AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT
WASHINGTON COUNTY COOPERATIVE LIBRARY SERVICES**

This amends the Intergovernmental Agreement dated January 17, 2006 and amended July 1, 2007 between Washington County on behalf of Washington County Cooperative Library Services, and the cities of Banks, Beaverton, Cornelius, Forest Grove, Hillsboro, North Plains, Sherwood, Tigard, and Tualatin, and the Cedar Mill Community Library Association and the Garden Home Community Library Association (“Contractors”) as follows:

In accordance with **Section 4.I: Adding or Subtracting Members**, the Aloha Community Library Association shall be added as a Member, effective July 1, 2016. The Aloha Community Library Association, by its execution of this Amendment, also hereby agrees to be bound by all of the terms and conditions of the January 17, 2006 Intergovernmental Agreement and all Amendments thereto.

Amend Section 1, B: delete definition as it is an obsolete reference term.

Amend Section 1, C: replace definition of WILInet (Washington County Inter-Library Information network) as follows:

WCCLS Information Network– The system that includes: the shared integrated library system software (circulation, public access catalog, cataloging, serials control and acquisitions software); the WCCLS.org website and its resources; other databases and e-content provided by WCCLS for member library staff or public access; wireless Internet access for the public; central site hardware and software; software, hardware or peripheral products provided to member libraries and supported by WCCLS; and the telecommunications network linking Contractors to the system and for Internet access.

Amend Section 1, F: replace definition of WCCLS Library Directors’ Board as follows:

WCCLS Policy Group – the Board established to provide technical and professional support and advice to the WCCLS Executive Board, to develop and implement policies and procedures for delivery of countywide public library services, and to advise the Cooperative Library Services Director.

Amend Section 1, G replace definition of Cooperative Library Advisory Board (CLAB) as follows:

WCCLS Executive Board – the Board established to advise the Board of County Commissioners and the Cooperative Library Services Director on matters pertaining to the funding for countywide library services, distribution of financial resources by WCCLS for the provision of countywide public library services, and long term governance and funding strategies.

Amend Section 4, A: WCCLS EXECUTIVE BOARD Membership to read as follows:

4. WCCLS EXECUTIVE BOARD

A. Membership

The Executive Board shall consist of fourteen (14) voting Board Members (“Members”) representing the twelve (12) Contracting library service providers, the West Slope Community Library, and Washington County. For the cities of Banks, Beaverton, Cornelius, Forest Grove, Hillsboro, North Plains, Sherwood, Tigard, and Tualatin, the Members shall be the chief administrative officers of those jurisdictions or their designees. For the Aloha Community Library Association, the Cedar Mill Community Library Association and the Garden Home Community Library Association, the Members shall be representatives designated by the Contractors’ governing boards. For the West Slope Community Library, the Member shall be a representative of the community appointed by the Board of County Commissioners. The Washington County Administrator (or designee) shall represent countywide services. The Executive Board will meet as needed and will typically convene either prior to or immediately following the standing city/county managers’ meetings.

Amend Section 5, A: WCCLS POLICY GROUP Membership to read as follows:

5. WCCLS POLICY GROUP

A. Membership

The WCCLS Policy Group (“Policy Group”) shall consist of fourteen (14) voting Policy Group members representing the twelve (12) Contracting library service providers, the West Slope Community Library, and a library that is a non-public library WCCLS Information Network User (either Tuality Health Information Resource Center or the Oregon College of Art and Craft library). These fourteen Members shall be the library directors or their designees.

Replace Section 7, SEVERABILITY to read as follows:

If any section, subsection, sentence, clause, phrase or portion of this Agreement is, for any reason, held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Agreement unless the result of the holding is a failure of consideration of any party.

Replace Section 10, COMPLIANCE WITH LAWS to read as follows:

10. COMPLIANCE WITH APPLICABLE LAWS

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.

- A. **Equal Opportunity** Member hereby agrees that its employees (including applicants for employment) shall not be discriminated against race, color, religion, gender, sexual orientation, national origin, disability, age, or marital status except in case of bona fide occupational qualifications as defined and provided by applicable federal or state law. No person shall be denied or subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this contract on the grounds of race, color, religion, gender, sexual orientation, national origin, disability, age, or marital status. Any violation of this provision shall be grounds for cancellation, termination or suspension in whole or in part by County.
- B) **Public Contracting Statutes** ORS 279B.200 through 279B.240 and 279C.500 through 279C.870, as applicable, are incorporated herein by reference. The Member agrees to:
1. Make payment promptly, as due, to all persons supplying, to Member, labor or material for the performance of the work provided for in this contract;
 2. Pay all contributions or amounts due the Industrial Accident Fund incurred in the performance of the contract;
 3. Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished pursuant to this contract; and
 4. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

Replace Section 11, LIABILITY AND INDEMNIFICATION to read as follows:

11. INDEMNIFICATION

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. If the indemnifying party is a unit of local government, such indemnification shall be subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.302, and the Oregon Constitution.

Replace Section 12, NO BENEFITS to read as follows:

12. INDEPENDENT CONTRACTOR

Each party is an independent contractor with respect to each other party and has no control over the work performed by the other. No party is an agent or employer of another party. No party or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.

Replace Section 14, INSURANCE to read as follows:

All parties to this Agreement shall maintain comprehensive general liability insurance or adequate reserves in a program of self-insurance covering personal injury and property damage for the Members, their employees and agents. The insurance coverage shall be for a minimum of the amounts specified in ORS 30.271. For Members which are not units of local government, certification of insurance shall be provided to WCCLS and all such insurance coverage shall name Washington County, its officers, employees and agents as additional insureds.

This amendment shall become effective July 1, 2016.

In performing the above, it is understood and agreed that all other terms and conditions of the original Intergovernmental Agreement of January 17, 2006 and amendments thereto are still in effect.

FOR THE CONTRACTOR:

Signature

Title

Date

FOR WASHINGTON COUNTY:

Signature

Title

Washington County

APPROVED AS TO FORM:

County Counsel

INTERGOVERNMENTAL AGREEMENT
WASHINGTON COUNTY COOPERATIVE LIBRARY SERVICES

This Agreement is made by and between Washington County, a home rule subdivision of the State of Oregon hereinafter referred to as “County,” on behalf of Washington County Cooperative Library Services, hereinafter referred to as “WCCLS,” and the cities of Banks, Beaverton, Cornelius, Forest Grove, Hillsboro, Sherwood, Tigard, and Tualatin, and the Cedar Mill Community Library Association and the Garden Home Community Library Association, hereinafter referred to as “Contractor(s).”

WITNESSETH

WHEREAS, Washington County has approved funding for county-wide library services including non-fee access by County residents to public libraries operated by Contractors; and

WHEREAS, a Public Library Services Agreement exists to define the method for distribution of those funds and the rights and responsibilities of WCCLS and Contractors in the provision of county-wide library services; and

WHEREAS, the parties to this Agreement are either units of local government empowered by ORS 190.010 to enter into an intergovernmental agreement or are private non-profit agencies operating public libraries; and

WHEREAS, all parties are desirous of providing residents of Washington County with access to public library services and Contractors are capable of providing such access and services; and

WHEREAS the participating jurisdictions now desire to enter into another Agreement to provide, among other things, for an Executive Board and Policy Board among the participating jurisdictions and assigning responsibilities thereto in order to serve as advisors to the County regarding the provision of county-wide library service;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. DEFINITIONS

The following definitions shall be used in constructing the following phrases, terms and abbreviations in this Agreement:

- A. WCCLS (Washington County Cooperative Library Services) – An agency of county government which exists to coordinate, contract for or provide a full range of library and information services to all residents of the county.
- B. WCCLS Network – The consortium of public, academic, special and school libraries in Washington County, which exists to provide countywide library service.

- C. WILInet (Washington County Inter-Library Information Network) – An integrated, automated library system, including but not limited to WILLI, which is comprised of the integrated library system software (online circulation, public access catalog, cataloging and acquisitions software), and other databases, Internet resources, central site hardware and telecommunications equipment.
- D. Qualified Borrowers – All Washington County residents, residents of counties with which Washington County has reciprocal borrowing agreements, and other paid card holders.
- E. West Slope Community Library - The public library that is a department of WCCLS and managed by the County. For purposes of funding, West Slope is treated as a Contractor, but is not a signatory to this Agreement.
- F. WCCLS Library Directors’ Board – The executive body of the WCCLS Network; advisory to the Cooperative Library Advisory Board and the WCCLS Manager.
- G. Cooperative Library Advisory Board (CLAB) – The board appointed by the Washington County Board of County Commissioners to develop, review and recommend library service policies, representing Public Library Services Agreement Contractors and the West Slope Community Library. CLAB is advisory to the Board of County Commissioners and to the Cooperative Library Services Manager.

2. TERM OF AGREEMENT

This Agreement shall be in effect from January 1, 2006 and shall remain in effect perpetually thereafter, until such time as this Agreement is wholly or partially terminated pursuant to Section 9 herein.

3. GOVERNING BODY

WCCLS shall continue to be governed by the Washington County Board of County Commissioners. A WCCLS Executive Board, described below, shall be established to advise the Board of County Commissioners and the Cooperative Library Services Manager on matters pertaining to the funding for countywide library services, distribution of financial resources by WCCLS for the provision of countywide public library services, and long term governance and funding strategies.

The WCCLS Executive Board shall replace the current Cooperative Library Advisory Board. A WCCLS Policy Group, also described below, shall be established to provide technical and professional support and advice to the WCCLS Executive Board, to develop and implement policies and procedures for delivery of countywide public library services, and to advise the Cooperative Library Services Manager. The WCCLS Policy Group shall replace the current Library Directors’ Board.

4. WCCLS EXECUTIVE BOARD

A. Membership

The Executive Board shall consist of twelve (12) voting Board Members (“Members”) representing the ten current Contracting library service providers, the West Slope Community Library, and Washington County. For the cities of Beaverton, Cornelius, Forest Grove, Hillsboro, Sherwood, Tigard, and Tualatin, the Members shall be the chief administrative officers of those jurisdictions or their designees. For the City of Banks, the Cedar Mill Community Library Association and the Garden Home Community Library Association, the Members shall be representatives designated by the Contractors’ governing boards. For the West Slope Community Library, the Member shall be a representative of the community appointed by the Board of County Commissioners. The Washington County Administrator (or designee) shall represent countywide services. The Executive Board will meet as needed and will convene either prior to or immediately following the city/county managers’ meetings.

B. Non-Voting Members

The Chair and Vice-Chair of the WCCLS Policy Group shall serve as Members of the Executive Board in an ex-officio capacity.

C. Appointments to the WCCLS Executive Board

Except as otherwise specified herein, appointments for all Contractors and the County are continuous and Members shall serve at the pleasure of their appointing authorities. The West Slope Community Library representative shall be appointed by the Board of County Commissioners for a two year term, which can be renewed.

D. Responsibilities

The Executive Board shall advise the Board of County Commissioners, the County Administrator and the Cooperative Library Services Manager on issues pertaining to funding for countywide library services, the distribution of financial resources by WCCLS for direct public library services, and long-term governance and funding strategies. This includes but is not limited to the following matters:

1. Provide recommendations regarding contracts related to the provision of centrally provided support services when Board of County Commissioner approval is required,
2. Review Policy Group recommendations for central service plans and budget allocations, forward the Executive Board’s recommendations regarding the same to the County Administrator and the Board of County Commissioners for inclusion in WCCLS annual budget requests,
3. Review recommended allocation amounts and funding distribution formulas to be included in the Public Library Services Agreement; provide jurisdictional endorsements of such Agreements and recommend to the County Administrator and the Board of County Commissioners for approval,

4. Consider and recommend to the Cooperative Library Services Manager, the County Administrator and the Board of County Commissioners any changes regarding governance of Members or membership for WCCLS or the Executive Board,
5. Recommend long term funding strategies for countywide library service to the County and Board of County Commissioners,
6. Develop recommendations for the County and the Board of County Commissioners regarding supplemental funding strategies for countywide library services.

E. Schedule of Meetings

The Executive Board at its first organizational meeting or as soon thereafter as reasonable, shall adopt rules governing its procedures, and which shall include at a minimum: 1) time and place of regular meetings; 2) the method and manner of calling special meetings; 3) the method, term and manner of establishing committees or sub-committees; and 4) Executive Board by-laws and rules of procedure. The Executive Board shall meet as needed to adequately execute its duties and responsibilities. The first organizational meeting shall be a joint meeting with the WCCLS Policy Group and thereafter a joint meeting of the two boards shall be held annually. All meetings of the Executive Board and the WCCLS Policy Group shall be held in accordance with Oregon Public Meeting Laws, ORS 192.610 to 192.710.

F. Election of Officers

The Executive Board at its first organizational meeting or as soon thereafter as reasonable, shall elect a Chair and Vice Chair/Chair Elect. The term of the officers shall be for two years, with elections held at the Executive Board's annual meeting. The Chair, or the Vice Chair/Chair Elect in his/her absence, shall preside over all meetings of the Executive Board. The Cooperative Library Services Manager (or designee) shall serve as Clerk of the Board and be responsible for providing notices of meetings and keeping minutes, as required by Oregon Public Meeting Laws.

G. Quorum

A majority of the Members of the Executive Board shall constitute a quorum. All decisions of the Board, unless otherwise provided herein, shall require the presence of a quorum and a majority vote of those representatives in attendance. No recommendation regarding a formula for allocating county funds through the Public Library Services Agreement shall be forwarded to the Board of Commissioners unless it receives the votes of a majority of the Members of the Executive Board.

H. Voting

Each Member of the Executive Board shall have one vote. In the event that a Member is unable to attend a meeting in which a vote is scheduled to take place, the Member may appoint a designee to attend and vote in his/her place. Under circumstances when neither a Member nor his/her designee can attend, a Member may, prior to the meeting, submit his/her vote to the Chair on a specific issue under signature in writing or by email that clearly identifies the sender.

I. Adding or Subtracting Members

Members shall be added to the Executive Board, as needed, to represent new library service providers admitted to WCCLS through the Public Library Services Agreement (PLSA). Members shall be subtracted from the Executive Board at such time as a library service provider withdraws from membership in WCCLS and ceases to be a party to the PLSA, or when a city assumes management and fiscal responsibilities for operating a community library, or when two or more library service providers merge into one administrative entity. A library that changes its governance (EX: a city library becomes a community library, or a city or community library establishes a library district) retains its membership rights in WCCLS including membership on the Executive Board and authority to receive funds through the Public Library Services Agreement.

5. WCCLS POLICY GROUP

A. Membership

The WCCLS Policy Group (“Policy Group”) shall consist of twelve (12) voting Members representing the ten (10) current contracting library service providers, the West Slope Community Library, and a library that is a non-public library WILnet member (either Tuality Health Information Resource Center or the Oregon College of Art and Craft library). These twelve Members shall be the library directors or their designees. The Policy Group shall replace the current Library Directors’ Board.

B. Responsibilities

The Policy Group shall advise the WCCLS Executive Board and the Cooperative Library Services Manager on issues pertaining to the development and implementation of policies and procedures for delivery of public library services to all county residents, and to provide technical and professional support for the WCCLS Executive Board. This includes but is not limited to the following matters:

1. Develop, approve and implement shared policies and procedures for the delivery of direct public library services by member libraries,
2. Advise the Cooperative Library Services Manager on issues related to the provision of library services to special populations,
3. Advise the Cooperative Library Services Manager on operational considerations for contracts related to the provision of centrally provided support services,
4. Recommend annual service plans and review budget allocations for centrally provided support services and library services to special populations to the Cooperative Library Services Manager and the Executive Board,
5. Advise the Cooperative Library Services Manager and the Executive Board on the allocation of County resources for direct public library service delivery and the formula used to distribute such resources,
6. Provide technical and professional support for the Executive Board regarding governance of members and membership in WCCLS,

7. Encourage and provide a forum for positive and timely communication among library directors and staff to continuously evaluate and improve library services to county residents,
8. Develop recommendations for long term funding needs and strategies for the Executive Board,
9. Provide technical and professional support for the Executive Board regarding supplemental funding strategies for countywide library services,
10. Keep abreast of library trends and developments; evaluate and recommend service implementation changes as needed to the Cooperative Library Services Manager.

C. Schedule of Meetings

The Policy Group at its first organizational meeting or as soon thereafter as reasonable, shall adopt rules governing its procedures, and include at a minimum: 1) time and place of regular meetings; 2) method and manner of calling special meetings; 3) method of establishing committees or sub-committees; and 4) Policy Board by-laws and rules of procedure. The Policy Group shall meet monthly or as needed to execute its duties and responsibilities. The first organizational meeting shall be a joint meeting with the WCCLS Executive Board and thereafter a joint meeting of the two boards shall be held annually. All meetings of the Policy Group and the Executive Board shall be held in accordance with Oregon Public Meeting Laws, ORS 192.610 to 192.710.

D. Election of Officers

The Policy Group at its first organizational meeting or as soon thereafter as reasonable, shall elect a Chair and Vice Chair/Chair Elect. The term of the officers shall be for one year, with elections held at the Policy Group's annual meeting. The Chair, or the Vice Chair/Chair Elect in his/her absence, shall preside over all meetings of the Policy Group. The Cooperative Library Services Manager (or designee) shall serve as Clerk of the Board and be responsible for providing notices of meetings and keeping minutes, as required by Oregon Public Meeting Laws.

E. Quorum

A majority of the Members of the Policy Group shall constitute a quorum. All decisions of the Group, unless otherwise provided herein, shall require the presence of a quorum and a majority vote of those representatives in attendance. No recommendation regarding a formula for allocating county funds through the Public Library Services Agreement shall be forwarded to the Executive Board unless it receives the votes of a majority of the Members of the Policy Group.

F. Voting

Each voting Member of the Policy Group shall have one vote. Under circumstances when a Member cannot attend, he/she may, prior to the meeting, submit a vote to the Chair on a specific issue under signature in writing or by email that clearly identifies the sender.

G. Adding or subtracting members

Member representatives shall be added to the Policy Group, as needed, to represent new library service providers admitted to WCCLS through the Public Library Services Agreement. Member representatives shall be subtracted from the Policy Group at such time as a library service provider withdraws from membership in WCCLS and ceases to be a party to the PLSA, or when a city assumes management and fiscal responsibilities for operating a community library, or when two or more library service providers merge into one administrative entity. A library that changes its governance (EX: a city library becomes a community library, or a city or community library establishes a library district) retains its membership on the Policy Group.

6. AMENDMENTS

All changes, modifications, or amendments to this Agreement shall only be considered upon approval of three fourths (3/4) of the Member representatives of the Executive Board. Following a recommendation from the Executive Board, this Agreement may be changed, modified, or amended only in writing and upon approval of all of the parties to this Agreement.

7. SEVERABILITY

The terms of this Agreement are severable and a determination by an appropriate body having jurisdiction over the subject matter of this Agreement that results in the invalidity of any part, shall not affect the remainder of the Agreement.

8. INTERPRETATION

The terms and conditions of this Agreement shall be liberally construed in accordance with the general purposes of this Agreement.

9. TERMINATION

This Agreement may be terminated only pursuant to the following:

- A. This Agreement shall terminate as to any individual party upon that party ceasing to be a party to the Public Library Services Agreement (PLSA) dated 1/20/04.
- B. This Agreement shall terminate in its entirety, as to all parties, upon execution of a declaration signed by three-fourths (3/4) of all parties to this Agreement terminating its effectiveness.

10. COMPLIANCE WITH LAWS

Each party agrees to comply with all local, state and federal ordinances, statutes, laws and regulations that are applicable to the services and activities provided under this Agreement.

11. LIABILITY AND INDEMNIFICATION

Notwithstanding that actions by some or all of the parties to this Agreement may be undertaken on behalf of the others, each party agrees to be responsible for the consequences of any wrongful acts of the party's employee as they affect any other party or a person not a party to this Agreement. 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 indemnify the other parties and each of them, and hold each and all harmless from any and all claims, actions or suits arising out of a wrongful act of the first party's employee done in the course and scope of this Agreement.

12. NO BENEFITS

No party or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.

13. NOTICE

Any Contractor shall give immediate written notice to the County of any action or suit filed or any claim made against that party that may result in litigation and is directly related to this Agreement.

14. INSURANCE

Each party agrees to maintain insurance levels, or self-insurance in accordance with ORS 30.282, for the duration of this agreement at levels necessary to protect against public body liability as specified in ORS 30.270. Contractors which are community libraries shall provide certification of insurance upon request.

15. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

16. CAPTIONS

Captions and headings used in this Agreement are for convenience only and shall not be construed or interpreted so as to enlarge or diminish the rights or obligations of the parties hereto.

FOR THE CONTRACTOR:

Signature

Title

Date

FOR WASHINGTON COUNTY:

Signature

Title

Washington County

APPROVED AS TO FORM:

Sr. Assistant County Counsel

WCCLS Information Network Agreement

This WCCLS Network Agreement, hereafter referred to as "Agreement," is made by and between Washington County, a home rule subdivision of the State of Oregon hereinafter referred to as "County", by and through Washington County Cooperative Library Services, hereinafter referred to as "WCCLS," and the Cities of Banks, Beaverton, Cornelius, Forest Grove, Hillsboro, North Plains, Sherwood, Tigard and Tualatin, Aloha Community Library Association, Cedar Mill Community Library Association, Garden Home Community Library Association, Tuality Healthcare and Oregon College of Art and Craft, hereinafter referred to as "Network Users." County and Network Users are collectively known as "the Parties."

WHEREAS the Parties originally entered into this Agreement in 1986 and the Agreement has had subsequent amendments and renewals including the last one entered into on July 11, 2011.

WHEREAS, the parties to this Agreement are either units of local government empowered by ORS 190.010 to enter into an intergovernmental agreement, or are private non-profit agencies operating libraries, and

WHEREAS, the Parties desire to continue to provide residents of Washington County with access to public library services and can provide such access and services, and

WHEREAS, WCCLS has purchased and installed an integrated library system and operates and maintains a secure telecommunications network to facilitate connections between Network Users' libraries and to the Internet, and desires to make this system available for use by libraries in Washington County;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. DEFINITIONS

The following definitions shall be used in constructing the following phrases, terms and abbreviations in this Agreement:

- A) WCCLS (Washington County Cooperative Library Services) - An agency of County government that exists to coordinate, contract for or provide a full range of library and information services to all residents of the county.
- B) WCCLS Information Network– The system that includes: the shared integrated library system software (circulation, public access catalog, cataloging, serials control and acquisitions software); the WCCLS.org website and its resources; other databases and e-content provided by WCCLS for Network Users' library staff or public access; wireless Internet access for the public; central site hardware and software; software, hardware or peripheral products provided to Network Users' libraries and supported by WCCLS; and the telecommunications network linking Network Users to the system and for Internet access, hereinafter referred to as the "Network."

- C) Host – Any intelligent device connected to the Network that is addressable by a network/transport protocol. All workstations, network printers, routers, etc. are hosts.
- D) Broadband Users' Group – A membership organization through which WCCLS procures Internet and firewall network services.
- E) WCCLS Policy Group – The board established to provide technical and professional support and advice to the WCCLS Executive Board, to develop and implement policies and procedures for delivery of countywide public library services, and to advise the Cooperative Library Services Director.
- F) WCCLS Information Network Users' Group - A committee of the WCCLS Policy Group to advise WCCLS and the WCCLS Policy Group on the operation of the automated system as defined in the WCCLS Policy Group Bylaws.
- G) Public Library Services Agreement - The Inter-Governmental Agreement between Washington County and library service providers to provide library services to all county residents, containing a distribution formula under which WCCLS makes payments to public libraries.
- H) WCCLS Executive Board – The board established to advise the Board of County Commissioners and the Cooperative Library Services Director on matters pertaining to the funding for countywide library services, distribution of financial resources by WCCLS for the provision of countywide public library services, and long term governance and funding strategies.
- I) West Slope Community Library – The public library that is a department of WCCLS and managed by the County. For purposes of this Agreement, West Slope is treated as a Network User.

2. TERM OF AGREEMENT

This Agreement shall be in effect from July 1, 2016, through June 30, 2021, except as otherwise provided in Section 14 of this Agreement.

3. OWNERSHIP AND MANAGEMENT OF THE WCCLS INFORMATION NETWORK

- A) The Washington County Board of Commissioners, as the governing body of WCCLS, retains final authority for decision-making related to Network and its operation.
- B) WCCLS shall have full ownership of all Network components and shall make the system available to Network Users. All software and upgrades provided to Network Users by WCCLS will remain the property of WCCLS.

- C) Item records owned by Network Users, the associated bibliographic and patron records where the patron is registered at the Network User Library, shall be considered the property of that Network User. On termination of this Agreement by either party Network User shall pay all reasonable costs associated with data extraction necessary to provide records in machine-readable format.

4. SERVICE AVAILABILITY

- A) Network shall be available for use twenty-four (24) hours a day except for routine maintenance and when software, hardware, or telecommunications upgrades or changes necessitate making the system unavailable. WCCLS agrees to provide Network User with prior notice of Network downtime if it will affect library operations or business hours except for unexpected outages due to Network failure or other circumstances beyond the control of WCCLS. No liability shall be assumed by WCCLS if Network experiences downtime.
- B) WCCLS staff shall be available to support the Network and to answer questions about the Network from Network Users. No Network staff will be available on days that are official Washington County holidays.

The hours of service are as follows:

8:00 am – 9:00 pm, Monday – Thursday;

8:00 am – 6:00 pm Friday,

9:00 am – 5:00 pm Saturday, and

10:30 am - 5:30 pm Sunday.

Staff will be available for emergency support from 6:00pm to 9:00pm Friday only.

5. DATA RECOVERY

WCCLS will duplicate at least daily all data maintained in the Network database. WCCLS will maintain back-up data on-site and off-site so that files can be reconstructed if a system malfunction occurs that requires restoring or rebuilding data files, in whole or in part. A minimum of one weekly back-up will be stored in a location physically apart from the site of the central system in case of major disaster at the central site. The purpose of the back-up is for emergency recovery is live data or the system is damaged or destroyed and is not for archival purposes.

6. DUTIES AND RESPONSIBILITIES OF WCCLS

WCCLS shall:

- A) Purchase all Network hardware, software, and telecommunications equipment; house such equipment in a suitable environment; and maintain said equipment in good operating condition.
- B) Purchase integrated library system client software licenses for Network Users and coordinate distribution of licenses.

- C) Provide, or contract for the provision of, maintenance of Network hardware, software, and the telecommunications equipment.
- D) Provide and maintain directory services to control access to the Network.
- E) Employ personnel needed to maintain and operate Network and staff a help desk for problem reporting and resolution.
- F) Provide a source of, and maintain for Network Users, MARC bibliographic cataloging records and authority records in the catalog. This includes monitoring and evaluating bibliographic services to maintain quality bibliographic records.
- G) Purchase, and coordinate licensing of, other software, applications or equipment to support Network services.
- H) Purchase item inventory tags, security tags and patron cards to be used by Network Users.
- I) Provide initial training and initial and on-going training materials to Network Users for WCCLS-provided software applications as documentation is provided by vendors.
- J) Provide documentation for the integrated library system as documentation is provided by vendors.
- K) Provide software updates to Network Users for software applications purchased by WCCLS and licensed for use at member libraries.
- L) Regularly review the operations of Network hardware, software and telecommunications, evaluate performance, and develop plans for modifications, upgrades and new services, as outlined in the WCCLS Long Range Plan.
- M) Monitor compliance with Policies & Procedures adopted by the WCCLS Policy Group and the Broadband Users' Group to coordinate orderly and secure use of the Network.
- N) Conduct an independent security audit of the Network and implement recommendations to maintain security and integrity.
- O) Take steps to maintain security, up to and including terminating a connection between one or more network Hosts that presents a problem or threatens security, integrity, or performance of the Network. WCCLS shall notify affected Network Users about an impending disconnection if time permits. Unless WCCLS determines that the problem or threat has resulted in a default under paragraph 11, WCCLS shall restore connectivity when the WCCLS staff determines that the problem is resolved or the threat removed.
- P) Provide and maintain library security gates (RFID enabled).
- Q) Manage the Network pursuant to the terms and conditions of this Agreement.

7. DUTIES AND RESPONSIBILITIES OF NETWORK USERS

Network Users shall:

- A) Participate in the use and operation of the Network under the terms and conditions of this Agreement and the Policies & Procedures adopted by the WCCLS Policy Group.
- B) Take full responsibility for linking item information for Network User's holdings to bibliographic records in the catalog and for meeting cataloging standards as outlined in the Policies & Procedures.
- C) Provide, maintain, and administer cabling, equipment, software, associated devices and Hosts within Network User's building that are connected to the Network. Network Users should meet ANSI/TIA-5568-C or ISO/IEC 11801(Ed2.2) standards when installing new data cabling.
- D) Provide site preparation, access, and environmental conditions necessary for optimal security and functioning of Hosts provided by WCCLS.
- E) Ensure that devices configured by Network User and accessing the Network comply at all times with hardware, software and security requirements deemed necessary by WCCLS staff. Network User shall use WCCLS directory services to access the Network.
- F) Ensure that all Hosts connected to the Network are secured and supervised by library staff during use. Network User shall not allow public users to use staff workstations.
- G) Ensure that any Host or device connected to the Network shall neither cause, nor have the potential to cause, any network disruption, security breach, nor other deleterious outcome.
- H) Obtain permission from WCCLS before attempting to attach any new equipment to the Network.
- I) Obtain permission from WCCLS before adding workstations that will run software applications purchased by WCCLS and licensed for use at Network Users' libraries.
- J) Protect Network equipment and software from abuse, theft or misuse, and assume financial responsibility for repairing or replacing damaged equipment.
- K) Be responsible for system security by limiting access to non-public accounts to trained, authorized staff and volunteers, using individually-assigned user logon credentials, and following security protocols and procedures as directed by WCCLS to prevent unauthorized access. Examples may be password protection, encryption of sensitive information, or locking workstations when not in use.

- L) Notify WCCLS before requesting additional services, including but not limited to domain accounts, integrated library system staff or volunteer logon accounts, workstations, and staff email accounts.
- M) Notify WCCLS promptly to request that a logon or staff email account be deleted to maintain system security. For example, if a Network User terminates an employee, the Network User shall promptly request that the terminated employee be deleted.
- N) Provide an inventory of Network Hosts in Network User's facility and connected to the Public Communications Network as needed by WCCLS.
- O) Conduct an annual inventory of licenses in use by the Network User as instructed by WCCLS staff.
- P) Keep records and statistics when required by WCCLS to document system performance.
- Q) Designate at least one person as the WCCLS contact concerning use of the Network.

8. CONFIDENTIALITY OF DATA

The patron and circulation records in the catalog are exempt from public disclosure pursuant to ORS 192.502(23). Network Users agree that they will not disclose patron and circulation information or patron's use of library resources and services including, but not limited to, databases, e-content and wireless access. Network Users also agree that only library staff and designated library volunteers shall have access to such records in the course of operating the system. Network Users agree to forward to WCCLS all requests for confidential data from law enforcement or other requestors in accordance with established Policies and Procedures. Network Users may use patron name and address information for library purposes as long as it is used in accordance with established Policies & Procedures.

9. COST ALLOCATION FORMULA

On an annual basis, WCCLS shall calculate the Cost Allocation Formula (EXHIBIT A) based on measures of Network Users' use of the Network: integrated library system licenses, total circulation, number of titles, number of items, number of patrons, and volumes added in the fiscal year. WCCLS uses the Cost Allocation Formula to identify each Network User's percentage share of operational costs to maintain the Network if WCCLS funding ceases.

Network Users that are not signatories to the Public Library Services Agreement, chiefly Tuality Health Resource Center and Oregon College of Art and Craft, shall be responsible for ten percent of their share of the cost allocation on an annual basis. These Network Users shall be notified of Network operating costs by April 1 as determined by the Cost Allocation Formula used in EXHIBIT A "Cost Allocation Formula". These Network Users shall receive an invoice from WCCLS by April 15 for the annual cost, which shall be paid by June 30.

10. ADMISSION OF NEW NETWORK USERS THAT ARE NOT SIGNATORIES TO THE PUBLIC LIBRARY SERVICES AGREEMENT

WCCLS may admit other libraries that are not signatories to the Public Library Services Agreement to the Network if WCCLS undertakes the necessary system modification to ensure continued security and performance. Admission of new Network Users shall require unanimous approval of present Network Users and the WCCLS Executive Board. New Network Users are assessed a share of operating costs for the first year of membership as determined by the WCCLS Executive Board. The "Cost Allocation Formula" in Exhibit A applies during and after the second year.

11. DEFAULT

A) Each of the following shall constitute a default:

1. Material noncompliance with the terms of the Agreement or any policies or procedures adopted pursuant to this agreement;
2. Misuse of any Network resources including, but not limited to, system operating software, hardware, or telecommunications.
3. Failure to maintain system security protocols or procedures as directed by WCCLS.

B) If a Network User or WCCLS defaults on the Agreement, WCCLS or the Network User or WCCLS, respectively, shall:

1. Advise the party in writing of the alleged default and any action required to cure the default;
2. Set forth a time by which the default must be cured, a minimum of thirty (30) days.

C) If a Network User fails to cure the alleged default after WCCLS notifies the Network User of the alleged default, WCCLS may, following written notice to the Network User:

1. Prohibit Network User from the use of the system;
2. Take any action to cure or stop the default;
3. Recover any costs, expenses or disbursements incurred by WCCLS to cure the default;
4. Terminate this Agreement as regards the defaulting Network User.

D) Notwithstanding subparagraph B, WCCLS may lock out a Network User from the system without notice in the event of an emergency involving, but not limited to, system damage or the breach of security or confidentiality of the database.

12. TERMINATION

A) County may terminate this Agreement in its entirety or as to any individual Network User upon sixty (60) days written notice, if it determines, in good faith, through an open, public process, that:

1. The public interest would be served by such termination;
2. Adequate funds are not available.

- B) Each Network User may terminate this Agreement upon sixty (60) days written notice, if the Network User determines, in good faith, that the public interest in its jurisdiction or area of service would be served by such termination.
- C) County and each Network User may terminate this Agreement for a default by the other party that has not been cured.
- D) Upon termination of this Agreement as to any individual Network User, this Agreement between remaining Parties shall remain in effect.
- E) Except for termination under subparagraph A, the Network User shall be responsible for payment of any costs, expenses, or disbursements incurred by WCCLS to remove or otherwise mask Network User's data from the system on termination.

13. INSURANCE

- A) County and each Network User shall maintain comprehensive general liability insurance or adequate reserves in a program of self-insurance covering personal injury and property damage for the Network User, its employees and agents. The insurance coverage shall cover the minimum amount specified in ORS 30.271. For Network Users who are not units of local government, certification of insurance shall be provided to WCCLS and all such insurance coverage shall name Washington County, its officers, employees and agents as additional insureds.
- B) WCCLS shall maintain insurance adequate to cover the replacement of the central site equipment including but not limited to central hardware, telecommunications equipment and uninterruptible power supply. The insurance coverage shall be for a minimum of \$600,000.
- C) Network Users shall maintain insurance adequate to cover the replacement of the telecommunications and security equipment owned by WCCLS and housed at Network User's site.

14. COMPLIANCE WITH APPLICABLE LAWS

The Parties shall comply with all local, state, and federal ordinances, statutes, laws and regulations that are applicable to the services provided under this Agreement.

- A) Equal Opportunity Network User shall not discriminate against its employees (including applicants for employment) on the basis of race, color, religion, gender, sexual orientation, national origin, disability, age, or marital status except in case of bona fide occupational qualifications as defined and provided by applicable federal or state law. No person shall be denied or subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this Agreement on the grounds of race, color, religion, gender, sexual orientation, national origin, disability, age, or marital status. Any violation of this provision shall be grounds for cancellation, termination or suspension of the Agreement, in whole or in part, by County.

- B) Public Contracting Statutes ORS 279B.200 through 279B.240 and 279C.500 through 279C.870, as applicable, are incorporated herein by reference. The Contractor agrees to:
1. Make payment promptly, as due, to all persons supplying, to Contractor, labor or material for the performance of the work provided for in this Agreement;
 2. Pay all contributions or amounts due the Industrial Accident Fund incurred in the performance of the Agreement;
 3. Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished pursuant to this Agreement; and
 4. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

15. INDEMNIFICATION

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. If the indemnifying party is a unit of local government, such indemnification shall be subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.302, and the Oregon Constitution.

16. DEBT LIMITATION

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 appropriation of funds therefor.

17. INDEPENDENT CONTRACTOR

Each party is an independent contractor with respect to each other party and has no control over the work performed by the other. No party is an agent or employer of another party. No party or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.

18. NOTICE

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.

19. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

20. CAPTIONS

Captions and headings used in this Agreement are for convenience only and shall not be construed or interpreted so as to enlarge or diminish the rights or obligations of the parties hereto.

21. SEVERABILITY

If any section, subsection, sentence, clause, phrase or portion of this Agreement is, for any reason, held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Agreement unless the result of the holding is a failure of consideration of any Party.

22. AMENDMENT

This Agreement may only be amended in writing and signed by all of the Parties.

FOR THE NETWORK USER:

FOR WASHINGTON COUNTY:

Signature

Signature

Title

Title

Date

Date

APPROVED AS TO FORM:

County Counsel