



City of Tigard
Tigard Business Meeting – Agenda

TIGARD CITY COUNCIL AND CITY CENTER DEVELOPMENT AGENCY

MEETING DATE AND TIME: August 9, 2016 - 6:30 p.m. Study Session; 7:30 p.m. Business Meeting

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

PUBLIC NOTICE:

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

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

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

Upon request, the City will also endeavor to arrange for the following services:

- Qualified sign language interpreters for persons with speech or hearing impairments; and
- Qualified bilingual interpreters.

Since these services must be scheduled with outside service providers, it is important to allow as much lead time as possible. Please notify the City of your need by 5:00 p.m. on the Thursday preceding the meeting by calling: 503-718-2410 (voice) or 503-684-2772 (TDD - Telecommunications Devices for the Deaf).

SEE ATTACHED AGENDA

VIEW LIVE VIDEO STREAMING ONLINE:

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

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

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



City of Tigard

Tigard Business Meeting – Agenda

TIGARD CITY COUNCIL AND CITY CENTER DEVELOPMENT AGENCY

MEETING DATE AND TIME: August 9, 2016 - 6:30 p.m. Study Session; 7:30 p.m. Business Meeting

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

6:30 PM

- STUDY SESSION

- A. COUNCIL LIAISON REPORTS
- B. DISCUSS THE PROCESS FOR CONTINUING TIGARD'S FEDERAL ADVOCACY EFFORTS **6:45 p.m. estimated time**
- C. BRIEFING ON TIGARD PARTICIPATION IN WALUGA RESERVOIR ROOF REPAIR EXPENSES **6:55 p.m. estimated time**
- D. CONSIDER GRANTING AUTHORIZATION TO ENTER RIGHT OF WAY NEGOTIATIONS NEEDED FOR EAST TIGARD SEWER REPLACEMENT **7:05 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. Tigard Area Chamber of Commerce
 - C. Citizen Communication – Sign Up Sheet
3. CONSENT AGENDA: These items are considered routine and may be enacted in one motion without separate discussion. Anyone may request that an item be removed by motion for discussion and separate action. Motion to:
- A. RECEIVE AND FILE:
 - 1. Council Calendar
 - 2. Council Tentative Agenda for Future Meeting Topics
 - B. APPROVE CITY COUNCIL MINUTES:
 - May 24, 2016
 - June 14, 2016
 - C. CONSIDER RESOLUTION GRANTING A FRANCHISE AGREEMENT TO ZAYO GROUP, LLC
 - D. PROCLAIM SEPTEMBER AS KIWANIS CHILDREN'S CANCER CURE MONTH
- 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. APPOINT NEW MEMBER TO THE TIGARD TRIANGLE CITIZEN ADVISORY COUNCIL **7:35 p.m. estimated time**
 - 5. APPROVE APPOINTMENT OF LIBRARY BOARD MEMBER AND ALTERNATE **7:40 p.m. estimated time**
 - 6. CONSIDER RESOLUTION SUPPORTING A NATIONAL WATER TRAIL DESIGNATION FOR THE TUALATIN RIVER **7:45 p.m. estimated time**
 - 7. QUASI-JUDICIAL PUBLIC HEARING SW 113TH COMP PLAN AMENDMENT AND ANNEXATION - ZCA2016-00001 & CPA2016-00001 **7:50 p.m. estimated time**
 - 8. CONSIDER APPROVAL OF RESOLUTION FOR THE FY 2017 FIRST QUARTER BUDGET SUPPLEMENTAL **8:35 p.m. estimated time**
 - 9. CONSIDER A RESOLUTION OF SUPPORT FOR THE TIGARD-TUALATIN SCHOOL CONSTRUCTION BOND MEASURE **8:50 p.m. estimated time**

10. AUTHORIZE THE CITY MANAGER TO SIGN AN AGREEMENT WITH TRIMET REGARDING COST SHARE OBLIGATIONS FOR NEW SIDEWALKS ALONG COMMERCIAL STREET AND PACIFIC HWY **8:55 p.m. estimated time**
11. CONSIDER RESOLUTION APPROVING FY 2017 FIRST QUARTER SUPPLEMENTAL CITY CENTER DEVELOPMENT AGENCY **9:00 p.m. estimated time**
12. EXECUTIVE SESSION: The Tigard City Council will go into Executive Session to discuss labor negotiations, under ORS 192.660(2)(d). All discussions are confidential and those present may disclose nothing from the Session. Representatives of the news media are allowed to attend Executive Sessions, as provided by ORS 192.660(4), but must not disclose any information discussed. No Executive Session may be held for the purpose of taking any final action or making any final decision. **9:05 p.m. estimated time**
13. CONSIDER RESOLUTION TO APPROVE A NEW SEIU CONTRACT FY 2016-2019 AND AUTHORIZE CITY MANAGER TO SIGN **9:15 p.m. estimated time**
14. NON AGENDA ITEMS
15. ADJOURNMENT **9:20 p.m. estimated time**

AIS-2747

B.

Business Meeting

Meeting Date: 08/09/2016

Length (in minutes): 10 Minutes

Agenda Title: Discuss the Process for Continuing Tigard's Federal Advocacy Efforts

Prepared For: Kent Wyatt, City Management

Submitted By: Kent Wyatt, City Management

Item Type: Update, Discussion, Direct Staff

Meeting Type: Council Business Mtg - Study Sess.

Public Hearing: Yes

Publication Date:

Information

ISSUE

What qualifications should be required for firms applying to provide federal advocacy services?

STAFF RECOMMENDATION / ACTION REQUEST

Discuss the qualifications desired for firms submitting a proposal to provide federal advocacy.

KEY FACTS AND INFORMATION SUMMARY

Since 2011, the city has contracted with CFM Strategic Communications, Inc. to provide federal advocacy. CFM has promoted the City's federal legislative agenda; helped establish relationships between the City of Tigard and federal legislators and agency representatives; and assisted in the preparation of appropriations requests. The city's contract with CFM will end on October 31, 2016.

The city required firms submitting a proposal to provide federal advocacy, in 2011, to possess the following qualifications:

- An office in Washington, DC and Portland, Oregon
- More than five years of experience working with cities in Oregon

Staff is looking for direction on whether similar requirements should be included in the RFP being developed.

More broadly, staff is seeking feedback from council on their experience with Tigard's federal lobbying efforts, and how they would like their experience reflected in the process for selecting federal advocacy firm.

OTHER ALTERNATIVES

Decide against contracting for federal advocacy services.

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

Provides advocacy for the City Council's Federal Legislative Agenda.

DATES OF PREVIOUS COUNCIL CONSIDERATION

August 23, 2011: City Council approved a contract with CFM Strategic Communications to provide federal advocacy.

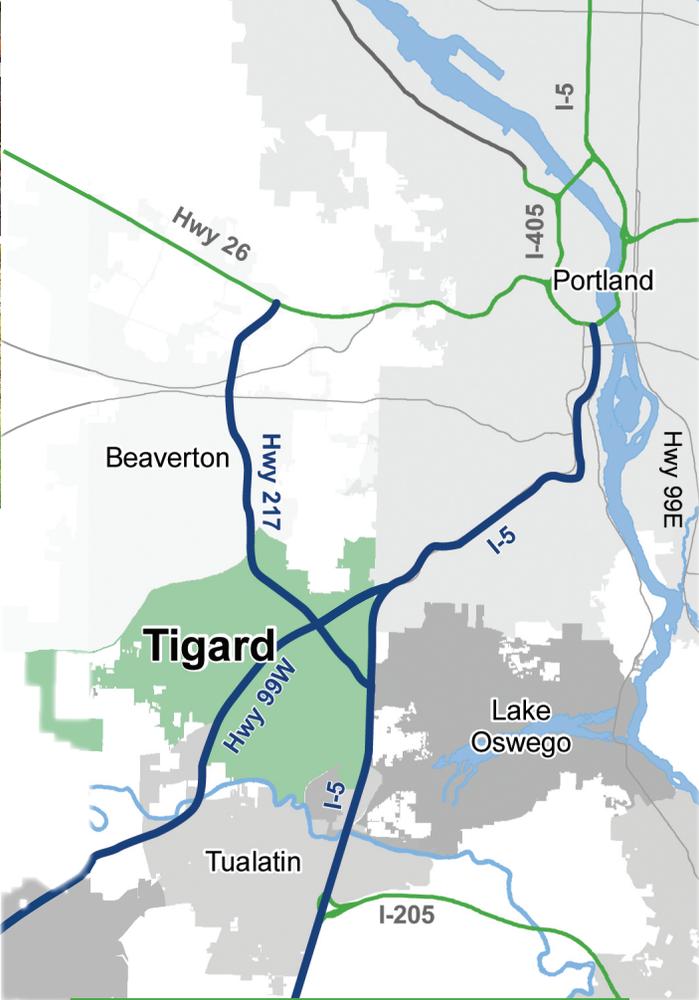
Fiscal Impact

Fiscal Information:

Federal advocacy services totaling \$63,000 is included in the current fiscal year budget.

Attachments

2016 Federal Legislative Agenda



City of Tigard, Oregon
2016
 Federal Legislative Agenda



TIGARD, OREGON. Bordering the city of Portland, Tigard is Oregon’s 12th largest city with a population of 50,044. The city is largely residential and offers a mix of industrial, commercial and retail space which results in a daytime population around 100,000. Because of the demand placed on its transportation, water and public safety resources, Tigard faces big-city infrastructure issues.

Tigard is ideally located to meet regional employment demand. The region’s workforce lives here. What’s lacking, however, is infrastructure that supports business expansion here.

Late in 2014, the City Council adopted a strategic plan to become “*the most walkable community in the Pacific Northwest where people of all ages and abilities enjoy healthy and interconnected lives.*” This 20-year strategic vision, along with four strategic goals, will provide guidance and direction for the city’s priorities over the long term by leveraging and building on our strengths to grow Tigard as a thriving community.

Tigard continues to work with its regional partners toward creative solutions that address infrastructure and service delivery challenges. We are committed to responsible stewardship of public funds and to making sound fiscal decisions that will guide us to a sustainable future.

For more information...

More information about these projects and Tigard’s vision for the future can be found on our website at www.tigard-or.gov. Please don’t hesitate to contact us for additional information.

- **Mayor John L. Cook**, 503-718-2476, mayorcook@tigard-or.gov
- **City Manager Marty Wine**, 503-718-2486, marty@tigard-or.gov
- **Senior Management Analyst Kent Wyatt**, 503-718-2809, kentw@tigard-or.gov



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



POLICY ITEMS

Hunziker Industrial Core

The City of Tigard is investing in public infrastructure that encourages private sector investment and job creation. Tigard's Hunziker Industrial Core includes 138 acres of industrial zoned property, home to more than 90 firms located three-quarters of a mile from Highway 217 and Interstate 5.

In this employment area, 96 acres are underutilized and 42 acres are undeveloped and limited in their economic potential due to a lack of site access and sufficient public infrastructure. The City of Tigard is exploring public infrastructure projects and funding sources to add or improve roads, water, wastewater and stormwater services in this area.

The first proposed public infrastructure project includes \$5.5 million of roadway, water, sewer and stormwater that will support an estimated \$32 million in private sector investment. In 2015, the city received \$1.5 million for a capital project in public infrastructure. Development of employment lands like this typically supports 150 to 300 jobs depending upon private sector investment.

REQUEST AMOUNT: \$3,000,000



Downtown Tigard Brownfield Cleanup

Tigard is seeking funds to clean up three downtown properties for productive reuse. For several years, the City of Tigard and community members have envisioned a more vibrant and prosperous downtown and have developed detailed improvement plans. Progress has been made on implementing these plans with several projects completed.

A major challenge to redevelopment, however, has been the need to assess and clean up some downtown properties for potential environmental issues.

Approximately sixty properties in this area have been identified as contaminated, or potentially contaminated, from previous uses; these are known as potential brownfield properties. Tigard supports the cleanup and revitalization of these properties, and has utilized EPA Brownfield Assessment funds to prepare properties for cleanup and ultimate reuse.

REQUEST AMOUNT: \$400,000

Support for Homeless Assistance Grants

The city is collaborating with Just Compassion to address the lack of homelessness resources in Tigard. Just Compassion, a registered nonprofit in Oregon, is committed to establishing a day shelter for homeless adults in Tigard. The day shelter will provide resource information for mental and physical health, as well as assistance in overcoming barriers to employment, job and housing stability.

Police Equipment Funding

The City strongly supports funding for additional police equipment. There are very few funding options at the federal level to help police departments purchase equipment despite the fact that federal mandates continue to require costly upgrades.

FY 2017 Program Levels

Maintain adequate funding levels for the Economic Development Administration (EDA), EPA Brownfields Assessment and Cleanup, Community Development Block Grants (CDBG), the HOME Program, TIGER, Byrne Justice Assistance Programs, and Assistance to Firefighters funding.

Protect Municipal Bonds

The City strongly supports protecting tax exempt municipal bonds from being eliminated or limited. Since 1913, interest earned from municipal bonds issued by state and local governments have been exempt from federal taxation. These bonds are the primary financing mechanism for state and local infrastructure projects, with three-quarters of the infrastructure projects in the U.S. built by state and local governments, and with over \$3.7 trillion in outstanding tax-exempt bonds, issued by 30,000 separate government units. Local governments save an average of 25–30% on interest costs with tax-exempt municipal bonds as compared to taxable bonds. If the federal income tax exemption is eliminated or limited, states and localities will pay more to finance projects, leading to less infrastructure investment, fewer jobs, and greater burdens on citizens who will have to pay higher taxes and fees.

Tigard Street Heritage Trail

Formerly a rail line, this three-quarter-mile trail connects downtown Tigard to Tiedeman Avenue. The city recently paved a temporary trail for biking, walking and rolling.

A concept for the permanent Tigard Street Heritage Trail is in the works. The project will place lighting, art, plazas and other amenities along the trail.

REQUEST AMOUNT: \$1,000,000

AIS-2750

C.

Business Meeting

Meeting Date: 08/09/2016

Length (in minutes): 15 Minutes

Agenda Title: Briefing on Tigard Participation in Waluga Reservoir
Roof Repair Expenses

Prepared For: Dennis Koellermeier **Submitted By:** Judy
Lawhead,
Public
Works

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

Public Hearing No

Newspaper Legal Ad Required?:

Public Hearing Publication

Date in Newspaper:

Information

ISSUE

Shall Tigard participate financially in the roof replacement of Waluga Reservoir No. 1?

STAFF RECOMMENDATION / ACTION REQUEST

No action is requested; formal consideration is scheduled on an upcoming council meeting.

KEY FACTS AND INFORMATION SUMMARY

The Waluga Reservoir No. 1 (hereafter referred to as "Waluga 1") is an existing structure in Lake Oswego's water system. The reservoir is currently a Lake Oswego asset, yet it provides daily service to Tigard. The purpose of this discussion is to hear from Council about participating in the replacement of the roof for Waluga 1. Participation would cause this asset to become a shared asset, for which title would be furnished.

Waluga Reservoir and System Design

The Lake Oswego / Tigard Water Partnership constructed a new reservoir (Waluga 2) adjacent to the existing Waluga 1 Reservoir. As finally designed, water flows in series through both reservoirs to supply Tigard. This configuration was not known in 2009 or 2010 when Tigard initially bought-in and created the partnership. During construction of Waluga 2, the existing Waluga 1 reservoir was drained for minor retrofitting work. During this work the failing roof structure was discovered and inspected by a professional structural engineer. His

conclusions were to replace the roof structure as soon as possible. That information was presented to the Oversight Committee, which recommended starting the design and any land use processes. That work is now complete and the actual construction proposals are being solicited.

Estimated Costs and Improvements

Estimated project costs including management, engineering and contingency is currently \$2.2M. Final construction proposal costs should be available in late August. Staff is recommending a 50/50 cost share of the improvement costs. Staff expects the bulk of the expense to be covered by unused contingency available in the program budget.

Attachments include the original staff memo to the Oversight Committee and a drawing showing water flow through the facility.

OTHER ALTERNATIVES

Council could choose to not participate or participate at a different level.

COUNCIL OR CCDA GOALS, POLICIES, MASTER PLANS

N/A

DATES OF PREVIOUS CONSIDERATION

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

Attachments

Memo: Waluga Reservoir No. 1 - Roof Replacement

Draft Concept for New WR



Lake Oswego/Tigard Water Supply Partnership

TO: Oversight Committee

FROM: Joel B. Komarek, P.E., Project Director
Technical Committee

DATE: January 7, 2016

SUBJECT: Waluga Reservoir No. 1 – Roof Replacement

PURPOSE

The purpose of this memorandum is to:

1. Summarize the findings, conclusions and recommendations from a report prepared by Peterson Structural Engineers, Inc. (PSE) relating to a recent inspection, condition assessment, and seismic evaluation of an existing 4 million gallon (MG) concrete water storage reservoir (“WR1”).
2. Discuss how WR1 operates in tandem with the Partnerships new water storage reservoir (“WR2”).
3. Discuss why WR1 is a beneficial water supply asset to Tigard.
4. Recommend an approach and schedule for replacement of the roof on WR1.

BACKGROUND

The Waluga Reservoir No. 1 was constructed for the City of Lake Oswego between 1980 – 1982. The reservoir is approximately 190-feet in diameter and 21-feet tall and stores approximately 4 MG of potable water when full. The reservoir type is known typically as a circular, wire-wrapped, pre-stressed concrete tank. Hundreds, if not thousands, of these style tanks are in service throughout the US and abroad. Standards for design of these types of tanks are published in the American Water Works Association (AWWA) Manual D-110.

WR1 is the City’s “terminal” reservoir for the water distribution system north of Oswego Lake. Water supply from the City’s water treatment plant to the north side of Oswego Lake passes through WR1 first before being pumped to other higher reservoirs within the City’s distribution system. Since its construction in 1982, surplus water provided to Tigard flows first through WR1.

In 2013, after design for the new WR2 had begun, the City commissioned an inspection of the interior of WR1 while in service by means of a scuba diver with a video camera. The underwater inspection revealed concrete delamination from the underside of the reservoir roof and exposed, corroded rebar.

The inspection also revealed severe corrosion on internal metal structures (e.g., access ladder, overflow pipe and supports, etc.). As a result, in 2013, the City amended the design contract for WR2 to include design of a new access hatch, access ladder, overflow pipe and mixing manifold for WR1.

In 2015, construction of WR2 was completed and put into service. As planned, WR1 was then completely drained to allow a thorough and comprehensive inspection and condition assessment of the tank and to make modifications to the tank. Structural engineers from PSE conducted their examination of WR1 on 6/5/15 and then again on 6/23/15. Findings, conclusions and recommendations from PSE regarding WR1 are summarized below:

- Interior/exterior walls and floor slab – PSE concludes the condition of the core wall (interior/exterior surfaces) and floor slab are generally in good condition with no apparent leaks or cracks that would cause concern.
- Roof support columns – PSE concludes the slender, square columns are generally in good condition, except for several observed defects which are likely the result of poor concrete form work and inadequate inspection. PSE opines these defects do not appear to have significantly compromised the stability of the roof.
- Roof – PSE concludes that construction related defects and inadequate or poorly placed reinforcing in the roof slab have resulted in observed deformation of the roof slab, particularly at the supporting columns. Structural analysis of the roof structure as designed and constructed, reveals “...the existing roof slab analytically fails in almost all respects of its capacity.”

PSE concludes their report with the following statement:

“Our visual observations and structural analysis reveals the water bearing elements (floor and wall) of the existing 4.0MG reservoir are in fairly good condition and should continue to serve the City well for decades to come *under all currently expected loading conditions*. However, the roof system we believe represents a significant vulnerability and should be addressed as soon as is reasonably possible. We feel that if the recommended repairs are made and the reservoir continues to be maintained, the City can expect the reservoir system to remain a functional structure for a period exceeding 50-years.”

DISCUSSION

The Partnership Intergovernmental Agreement (“Agreement”) obligates Tigard to “purchase” its allocable share of Lake Oswego’s existing water supply system assets to the extent such assets have excess capacity useful in supplying water to Tigard. Exhibit 1 to the Agreement documents the valuation of those assets as of 2008 and identifies which of the assets are beneficial to Tigard and thus subject to the buy-in provisions of the Agreement (see Article IV). Those assets are enumerated in Exhibit 6 of the Agreement (as amended), and for convenience, are repeated below:

- Land and easements owned by Lake Oswego and located at the river intake pump station, water treatment plant, and Waluga reservoir site.
- Raw water pipeline.

At the time of the initial valuation and buy-in (2008-2009) no other water system assets owned by Lake Oswego (e.g., WR1, WTP RIPS) had excess capacity to serve Tigard, and so were not subject to the buy-in provisions of Article IV.

The design of WR2 includes a complex system of on-site piping and valving that allows both WR1 and the new WR2 to operate together, or individually should there be a need to temporarily remove WR1 or

WR2 from service. In normal service mode, water from the WTP flows into WR2 first before flowing into WR1 where it can then be withdrawn for supply to Tigard's new Bonita Pump Station (BPS). With WR1 out of service, Tigard supply is met through WR2. Within the next few months, WR2 will be temporarily drained to facilitate repair of a small crack and during this time water stored in WR1 will be made available to Tigard. During replacement of the WR1 roof, supply to Tigard will occur through WR2. The duration of the construction for a new roof on WR1 is estimated to be 6 months.

Because of the critical function these two reservoirs provide to the Partnership in terms of capacity and operational redundancy, staff believe that the existing WR1 should be considered a mutually beneficial asset owned by the partner cities and costs for the planned roof replacement should be shared. The fact that WR1 is the facility supplying water to Tigard in normal operating mode or the source of supply when WR2 is offline was the basis for staff's conclusion that a cost sharing arrangement for the repair of the roof was appropriate.

APPROACH TO ROOF REPLACEMENT

Design Services – The design firm Black & Veatch (BV) was retained through a competitive qualifications based selection process (QBS) to provide reservoir design services for WR2 and subsequently for design of improvements to WR1. Legal counsel for Lake Oswego has advised that amending BV's existing design contract to include design of the new roof will comply with state and City public contracting rules, subject to the development of written findings supporting this approach.¹

Land Use - The City's planning department has advised that replacement of the reservoir roof would be subject to land use review/approval as a minor development. Any change to the roof geometry, removal of trees, or painting of the existing tank would also require modifications to prior land use approvals.

Construction – Over the next six months certain program activities including crack repair on WR2 and commissioning of the new filters at the WTP in April/May will restrict the City's ability to take WR1 offline for roof replacement until after the 2016 peak summer supply season. Staff proposes to complete the design, secure land use approvals, develop construction documents and solicit competitive proposals from qualified contractors beginning early August 2016. A notice to proceed with construction would then follow in October. A six month duration extends the completion date to April 2017.

IGA Amendment – Staff recommends the existing Agreement and exhibits 1, 6, and 7 be amended to reflect the inclusion of WR1 into the Partnerships shared facilities mix. Whether Tigard contributes an additional "buy-in" amount toward the depreciated replacement value of WR1 in addition to sharing the cost for the roof repair, is a matter to be discussed by the OVC and their respective councils.

SUMMARY AND RECOMMENDATIONS

The existing WR1 has provided reliable, economical water storage service since 1982. Recent modifications made to this reservoir provided a unique opportunity to conduct a thorough investigation of the construction of the tank. The investigators observed construction defects in the tank roof and supporting columns, but believe the tank walls and floor to be in good condition and capable of continued service "...under all currently expected loading conditions."

To provide redundant and reliable water storage for supply to Lake Oswego and Tigard, design of the new WR2 included a complex system of piping and valves that allow supply to Tigard to be maintained when WR1 or WR2 are out of service. This aspect of the WR2 design was not contemplated in 2008

¹ See written findings attached as Exhibit 'A'.

when the Agreement was created and entered into by the two cities, but is a reality today. Staff from both cities believe this reality justifies the inclusion of WR1 into the shared facilities mix for the Partnership and the sharing of costs for the roof replacement.

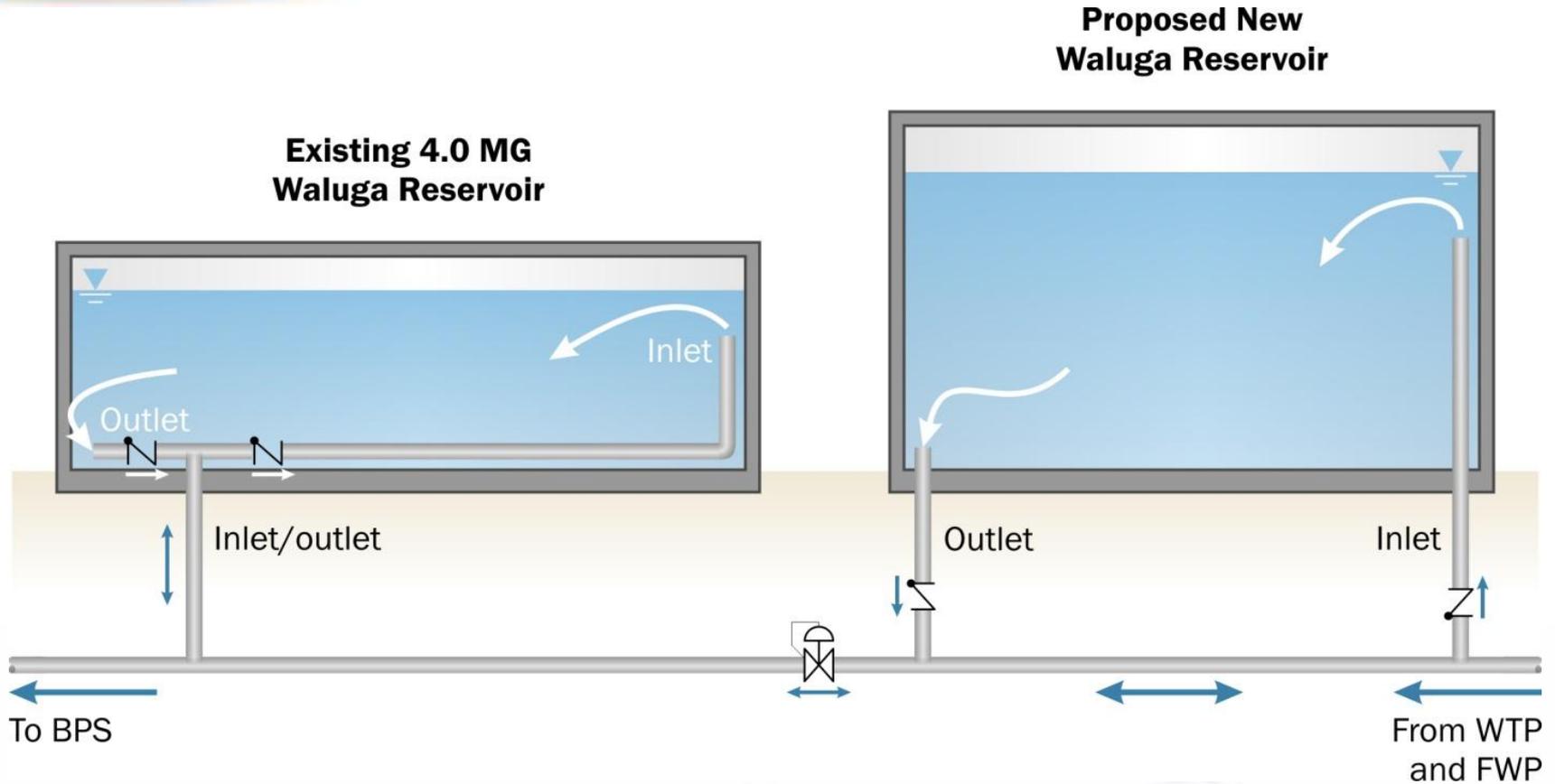
Based on the foregoing information, staff recommends the OVC:

- Review and discuss this memorandum at the upcoming meeting.
- Authorize staff to proceed with the design and land use permitting process.
- Authorize staff to prepare documents necessary to amend the Agreement and specifically Exhibits 1, 6, and 7 to include WR1 in the Partnerships supply facilities.
- Make recommendations to your respective councils supporting the proposed approach to replacing the reservoir roof.

Staff look forward to discussing this matter further with you at the upcoming January 11 meeting. In the meantime, if you have any questions, please feel free to contact me.

Attachments: Exhibit 'A' – Findings in support of a contract amendment

VE G-7: Current Draft PDR Concept for New WR



AIS-2790

D.

Business Meeting

Meeting Date: 08/09/2016

Length (in minutes): 5 Minutes

Agenda Title: Consider Granting Authorization to Enter Right of Way Negotiations Needed for East Tigard Sewer Replacement

Prepared For: Jeff Peck

Submitted By: Carol Krager, Central Services

Item Type: Update, Discussion, Direct Staff

Meeting Type: Council Business Mtg - Study Sess.

Public Hearing No

Newspaper Legal Ad Required?:

Public Hearing Publication

Date in Newspaper:

Information

ISSUE

Shall council direct staff to contact property owners and enter right of way negotiations needed for East Tigard Sewer Replacement?

STAFF RECOMMENDATION / ACTION REQUEST

Staff recommends council grant authorization for right of way negotiations.

KEY FACTS AND INFORMATION SUMMARY

Staff is requesting authorization to begin right-of-way negotiations for temporary construction easements and permanent sanitary sewer easements. Easement acquisitions will be required for 5 parcels located in the project footprint.

The adopted 2015-16 Capital Improvement Plan includes project #93013 East Tigard Sewer Replacement. The purpose of the project is to upgrade the capacity of an existing sanitary sewer line to reduce higher than normal maintenance needs. The existing 12-inch sanitary sewer line will be replaced and relocated to the south, outside of the creek. Additional work will include:

- Replacing two sanitary sewer connections serving areas northeast of the sewer line
- Installing 430 linear feet of new 8-inch diameter sanitary sewer southwest of the

replacement sewer to serve future development (Fields Trust property).

Project costs are split between the city and Clean Water Services. Clean Water Services will pay for all public sewer lines larger than 12-inches in diameter and required reconnections of existing sewer. Tigard will pay for the 8" public sewer line to serve future development.

OTHER ALTERNATIVES

Council could decide not to authorize right-of-way negotiations and acquisitions. The consequence would likely be that the sewer line would have to be upsized in the creek and CWS would 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.

Process initiated by the City of Tigard Property Acquisition Workbook

DATES OF PREVIOUS CONSIDERATION

Council approved the IGA for this project on June 14, 2016.

This is the first time staff has requested direction on property negotiation and acquisition.

Attachments

No file(s) attached.

AIS-2779

3. A.

Business Meeting

Meeting Date: 08/09/2016

Length (in minutes): Consent Item

Agenda Title: RECEIVE AND FILE: THREE-MONTH COUNCIL CALENDAR AND TENTATIVE AGENDA

Submitted By: Carol Krager, Central Services

Item Type: Receive and File

Meeting Type: Consent -
Receive and
File

Public Hearing: No

Publication Date:

Information

ISSUE

Receive and file the Council Calendar and the Tentative Agenda for future council meetings.

STAFF RECOMMENDATION / ACTION REQUEST

No action is requested; these are for information purposes.

KEY FACTS AND INFORMATION SUMMARY

Attached are the Council Calendar and the Tentative agenda for future Council meetings.

OTHER ALTERNATIVES

N/A

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

N/A

DATES OF PREVIOUS COUNCIL CONSIDERATION

N/A - Receive and File Items

Attachments

Three-month Council Meeting Calendar

Tentative Council Meeting Agenda



MEMORANDUM

TO: Honorable Mayor & City Council/City Center Development Agency Board
FROM: Carol A. Krager, City Recorder
RE: Three-Month Council/CCDA Meeting Calendar
DATE: August 1, 2016

August

2	Tuesday	CCDA Meeting – CANCELLED, National Night Out
9*	Tuesday	Council Business Meeting – 6:30 p.m., Town Hall
11	Thursday	Council Summer Outreach – 6-8 p.m., Cook Park, Bishop-Scheckla Pavilion
16*	Tuesday	Council Workshop Meeting – 6:30 p.m., Town Hall
23*	Tuesday	Council Business Meeting – CANCELLED

September

6	Tuesday	CCDA Meeting – 6:30 p.m., Town Hall
13*	Tuesday	Council Business Meeting – 6:30 p.m., Town Hall
20*	Tuesday	Council Workshop Meeting – 6:30 p.m., Town Hall
21	Wednesday	Council Fall Outreach – 6-8 p.m., Summerfield
27*	Tuesday	Council Business Meeting – 6:30 p.m., Town Hall

October

4	Tuesday	CCDA Meeting – 6:30 p.m., Town Hall
11*	Tuesday	Council Business Meeting – 6:30 p.m., Town Hall
18*	Tuesday	Council Workshop Meeting – 6:30 p.m., Town Hall
25*	Tuesday	Council Business Meeting – 6:30 p.m., Town Hall

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

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

City Council Tentative Agenda
 8/2/2016 7:51 AM - Updated

Form #	Meeting Date	Submitted By	Meeting Type	-----Title-----	Department	Inbox or Finalized
2620	08/02/2016	Carol Krager	AAA	August 2, 2016 CCDA Meeting CANCELLED - NATIONAL NIGHT OUT	Central Services	03/21/2016
2621	08/09/2016	Carol Krager	AAA	August 9, 2016 Business Meeting	Central Services	03/21/2016
2681	08/09/2016	Carol Krager	ACCSTUDY	15 Minutes - Council Liaison Reports	Central Services	04/15/2016
2747	08/09/2016	Kent Wyatt	ACCSTUDY	10 Minutes - Discuss the Process for Continuing Tigard's Federal Advocacy Efforts	City Management	08/01/2016
2750	08/09/2016	Judy Lawhead	ACCSTUDY	15 Minutes - Briefing on Tigard Participation in Waluga Reservoir Roof Repair Expenses	Public Works	07/28/2016
2790	08/09/2016	Carol Krager	ACCSTUDY	5 Minutes - Consider Granting Authorization to enter right of way negotiations needed for East Tigard Sewer Replacement	Public Works	Marty W, City Manager
Total Time: 45 of 45 Minutes Scheduled STUDY SESSION FULL						
2779	08/09/2016	Carol Krager	ACONSENT	Consent Item - RECEIVE AND FILE: THREE-MONTH COUNCIL CALENDAR AND TENTATIVE AGENDA	Central Services	07/18/2016
2756	08/09/2016	Judy Lawhead	ACONSENT	Consent Item - Consider Resolution Granting a Franchise Agreement to Zayo Group, L.L.C.	Public Works	08/01/2016
2785	08/09/2016	Joanne Bengston	ACONSENT	Consent Item - Proclaim September as Kiwanis Children's Cancer Cure Month	City Management	07/27/2016
2791	08/09/2016	Susan Shanks	CCBSNS	1 5 Minutes - Appoint New Member to the Tigard Triangle Citizen Advisory Council	Community Development	08/01/2016
2762	08/09/2016	Steve Martin	CCBSNS	2 5 Minutes - Shall Council approve a resolution supporting a National Water Trail designation for the Tualatin River?	Public Works	07/27/2016

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

**City Council Tentative Agenda
8/2/2016 7:51 AM - Updated**

2613	08/09/2016	Cheryl Caines	CCBSNS	3 45 Minutes - Quasi-Judicial Public Hearing Craig Annexation & Comp Plan Amendment - ZCA2016-00001 & CPA2016-00001	Community Development	Krager C, City Recorder
2737	08/09/2016	Carissa Collins	CCBSNS	4 15 Minutes - FY 2017 First Quarter Budget Supplemental	Finance and Information Services	Krager C, City Recorder
2777	08/09/2016	Kelly Burgoyne	CCBSNS	5 5 Minutes - Consider Approving a Resolution of Support for the Tigard Tualatin School District Measure	City Management	Marty W, City Manager
2781	08/09/2016	Carol Krager	CCBSNS	6 5 Minutes - AUTHORIZE THE CITY MANAGER TO SIGN AN IGA WITH TRIMET REGARDING COST SHARE OBLIGATIONS FOR NEW SIDEWALKS ALONG COMMERCIAL STREET AND PACIFIC HIGHWAY	Central Services	08/01/2016
2776	08/09/2016	Carissa Collins	CCBSNS	7 5 Minutes - FY 2017 First Quarter Supplemental City Center Development Agency	Finance and Information Services	08/01/2016
2783	08/09/2016	Dana Bennett	CCBSNS	8 15 Minutes - Executive Session: Per ORS 192.660(2)(d) Labor Negotiations	City Management	07/20/2016
2784	08/09/2016	Dana Bennett	CCBSNS	9 5 Minutes - Consider Resolution to approve a New SEIU Contract FY2016-2019 and Authorize City Manager to sign	City Management	07/27/2016
2793	08/09/2016	Alison Grimes	CCBSNS	10 5 Minutes - Approve Appointment of Library Board Member and Alternate	Library	Grimes A, Conf Exec Assistant
Total Time: 105 of 100 Minutes Scheduled BUSINESS MEETING OVERSCHEDULED						
				August 11, 2016 Council Summer Outreach Cook Park, Bishop-Scheckla Pavilion (6-8 p.m.)		
2652	08/16/2016	Carol Krager	AAA	August 16, 2016 Workshop Meeting - COUNCILOR SNIDER TO ARRIVE @ 7:30 PM	Central Services	03/21/2016

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

**City Council Tentative Agenda
8/2/2016 7:51 AM - Updated**

2585	08/16/2016	Ron Blecker	CCWKSHOP	1 20 Minutes - Discussion on Proposed Changes to TMC Ch. 12	Finance and Information Services	LaFrance T, Fin/Info Svcs Director
2658	08/16/2016	Kent Wyatt	CCWKSHOP	2 45 Minutes - Briefing on the Council Goal of Providing Recreational Opportunities for Tigard Residents	City Management	Newton L, Asst City Manager
2782	08/16/2016	Kent Wyatt	CCWKSHOP	3 10 Minutes - Review Process for Soliciting Bids for Legal Services	City Management	08/01/2016
2787	08/16/2016	Kent Wyatt	CCWKSHOP	4 10 Minutes - Consider Issuing a Contract for Public Outreach and Messaging	City Management	Barrett J, Sr Mgmt Analyst
2601	08/16/2016	Kent Wyatt	CCWKSHOP	5 15 Minutes - Update on the Implementation of the Strategic Plan	City Management	Marty W, City Manager
2778	08/16/2016	Marty Wine	CCWKSHOP	6 30 Minutes - Council Priorities (place holder)	City Management	Marty W, City Manager
2738	08/16/2016	Lisa Shaw	CCWKSHOP	7 15 Minutes - Photo Red Light report to Council	Police	Marty W, City Manager
				Total Time: 145 of 180 Minutes Scheduled		
2627	08/23/2016	Carol Krager	AAA	August 23, 2016 Business Meeting - CANCELLED	Central Services	03/21/2016
2628	09/06/2016	Carol Krager	AAA	September 6, 2016 CCDA Meeting	Central Services	03/21/2016
2745	09/06/2016	Sean Farrelly	CCDA	1 45 Minutes - Joint Meeting with CCAC	Community Development	Farrelly S, Redev Project Manager
2701	09/06/2016	Sean Farrelly	CCDA	2 20 Minutes - Update on Main Street/Fanno Creek (Saxony) Site Redevelopment Study	Community Development	Farrelly S, Redev Project Manager
2702	09/06/2016	Sean Farrelly	CCDA	3 20 Minutes - Update on Downtown Urban Lofts Project (CET Grant)	Community Development	Farrelly S, Redev Project Manager
2767	09/06/2016	Sean Farrelly	CCDA	4 20 Minutes - Downtown Business Spotlight	Community Development	Farrelly S, Redev Project Manager
				Total Time: 105 of 180 Minutes Scheduled		

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

**City Council Tentative Agenda
8/2/2016 7:51 AM - Updated**

2629	09/13/2016	Carol Krager	AAA	September 13, 2016 Business Meeting	Central Services	03/21/2016
2794	09/13/2016	Kelly Burgoyne	ACCSTUDY	5 Minutes - Executive Session: Per ORS 192.660(2)(e) Real Property Transaction Negotiations	Community Development	
2683	09/13/2016	Carol Krager	ACCSTUDY	15 Minutes - Council Liaison Reports	Central Services	04/15/2016
2389	09/13/2016	Judy Lawhead	ACCSTUDY	10 Minutes - Briefing on an IGA with ODOT for Design and Construction of New Sections of Fanno Cr. Trail	Public Works	Faha L, City Engineer
2555	08/09/2016	Lloyd Purdy	ACCSTUDY	15 Minutes Development Agreement Hunziker Infrastructure	Community Development	Purdy, L, Econ Development Mgr
Total Time: 45 of 45 Minutes Scheduled STUDY SESSION FULL						
2763	09/13/2016	Carol Krager	CCBSNS	1 15 Minutes - RECEIVE STATE OF THE DISTRICT PRESENTATION FROM TVF&R	Central Services	Krager C, City Recorder
2754	09/13/2016	Carol Krager	CCBSNS	2 15 Minutes - Legislative Public Hearing: Consider Changes to TMC Chapter 12	Finance and Information Services	Blecker, Ron, Util. Div. Supervisor
2764	09/13/2016	Gary Pagenstecher	CCBSNS	3 30 Minutes - Cemetery Setback Code Amendment	Community Development	Pagenstecher G, Assoc Planner
2703	09/13/2016	Lloyd Purdy	CCBSNS	4 15 Minutes - Resolution of Necessity: Hunziker Infrastructure	Community Development	Purdy, L, Econ Development Mgr
2786	09/13/2016	Kent Wyatt	CCBSNS	5 10 Minutes - Consider Approval of a Contract for Public Outreach and Messaging	City Management	Wyatt K, Management Analyst
Total Time: 85 of 100 Minutes Scheduled						
2759	09/20/2016	Carol Krager	AAA	September 20, 2016 Workshop Meeting		
2766	09/20/2016	Sean Farrelly	CCWKSHOP	1 10 Minutes - Discuss Adoption Process for Substantial Amendment to Downtown City Center Urban Renewal Plan.	Community Development	Farrelly S, Redev Project Manager

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

City Council Tentative Agenda
8/2/2016 7:51 AM - Updated

2765	09/20/2016	Susan Shanks	CCWKSHOP	2 50 Minutes - Tigard Triangle Strategic Plan & Urban Renewal Update	Community Development	Shanks S, Senior Planner
2760	09/20/2016	Kent Wyatt	CCWKSHOP	3 60 Minutes - Discuss the City's Role in Addressing Homelessness	City Management	Wyatt K, Management Analyst
				Total Time: 120 of 180 Minutes Scheduled		
				September 21, 2016 Council Fall Outreach Summerfield (6-8 p.m.)		
2632	09/27/2016	Carol Krager	AAA	September 27, 2016 Business Meeting	Central Services	03/21/2016
2684	09/27/2016	Carol Krager	ACCSTUDY	15 Minutes - Council Liaison Reports	Central Services	04/15/2016
				Total Time: 15 of 45 Minutes Scheduled		
2697	09/27/2016	Lloyd Purdy	CCBSNS	10 Minutes - (Hold for Scheduling) Connect ORVI Grant - Tigard Street Trail	Community Development	Purdy, L, Econ Development Mgr
2699	09/27/2016	Lloyd Purdy	CCBSNS	15 Minutes - (Hold for Scheduling) Development Agreement Hunziker Infrastructure - Second Review	Community Development	Purdy, L, Econ Development Mgr
2752	09/27/2016	Agnes Kowacz	CCBSNS	30 Minutes - DCA2016-00002 Fema Update and Marijuana Facilities	Community Development	
2390	09/27/2016	Judy Lawhead	CCBSNS	5 Minutes - Consider Authorizing the City Manager to Sign an IGA with ODOT for Design and Construction of New Sections of the Fanno Creek Trail	Public Works	McCarthy M, St/Trans Sr Proj Eng
				Total Time: 60 of 100 Minutes Scheduled		
2633	10/04/2016	Carol Krager	AAA	October 4, 2016 CCDA Meeting	Central Services	03/21/2016

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

City Council Tentative Agenda
8/2/2016 7:51 AM - Updated

2788	10/04/2016	Susan Shanks	CCDA	40 Minutes - Initial Public Review of Tigard Triangle Urban Renewal Plan	Community Development	Shanks S, Senior Planner
Total Time: 40 of 100 Minutes Scheduled						
2634	10/11/2016	Carol Krager	AAA	October 11, 2016 Business Meeting	Central Services	03/21/2016
2685	10/11/2016	Carol Krager	ACCSTUDY	15 Minutes - Council Liaison Reports	Central Services	04/15/2016
Total Time: 15 of 45 Minutes Scheduled						
Total Time: 0 of 100 Minutes Scheduled						
2635	10/18/2016	Carol Krager	AAA	October 18, 2016 Workshop Meeting	Central Services	03/21/2016
Total Time: 0 of 180 Minutes Scheduled						
2636	10/25/2016	Carol Krager	AAA	October 25, 2016 Business Meeting	Central Services	03/21/2016
2686	10/25/2016	Carol Krager	ACCSTUDY	15 Minutes - Council Liaison Reports	Central Services	04/15/2016
Total Time: 15 of 45 Minutes Scheduled						
Total Time: 0 of 100 Minutes Scheduled						

AIS-2796

3. B.

Business Meeting

Meeting Date: 08/09/2016

Length (in minutes): Consent Item

Agenda Title: Approve City Council Meeting Minutes

Submitted By: Kelly Burgoyne, 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:

- May 24, 2016
- June 14, 2016

OTHER ALTERNATIVES

N/A

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

N/A

DATES OF PREVIOUS COUNCIL CONSIDERATION

N/A

Attachments

[May 24, 2016 Minutes](#)

[June 14, 2016 Minutes](#)



City of Tigard

Tigard City Council Meeting Minutes

May 24, 2016



STUDY SESSION

Council Present: Mayor Cook, Councilor Goodhouse, Councilor Henderson, Council President Snider and Councilor Woodard.

Staff Present: City Manager Wine, Assistant City Manager Newton, Finance Director LaFrance, Senior Management Analyst Collins, Senior Engineering Technician Peck, and City Recorder Krager.

- A. **COUNCIL LIAISON REPORTS** Mayor Cook reported on the annual wrap-up meeting of the Tigard Youth Advisory Council. The group discussed an end of year party and recruitment for next year. He also attended the Washington County Coordinating Committee (WCCC) where discussions began on the 2017 transportation package for the state legislature and Washington County's and the cities' perspectives. He asked them to keep orphan highways in the package so items like Hall Boulevard can be addressed.

Councilor Goodhouse attended the first meeting of the Tigard Triangle Citizen Advisory Committee which was a primer on the urban renewal process. He also attended a JPACT meeting and noted that there have been many supporters of Safe Routes to Schools present to ask for funding

City Manager Wine noted that she will send out to council a recent Attorney General opinion on questions the Oregon Government Ethics Commission had regarding representatives of the news media in executive sessions. This may guide future policy discussions.

- B. **RECEIVE FISCAL YEAR 2017 MASTER FEES AND CHARGES SCHEDULE UPDATE**

Senior Management Analyst Collins handed out a sheet with Public Works - Park and Recreation fees which were not included in the schedule received earlier. She highlighted changes identified in the summary and noted that some were due to the Community Development Cost of Service study. Clean Water Services fees rose.

Councilor Henderson asked about the restaurant food debris charge. The food scrap charge was added at the direction of the waste hauler which requested composting be added to city services but it is not collected at this time. Mr. LaFrance said if the city hires a company to collect and process compost it would be a separate (not city) fee. Mayor Cook suggested discussing this with haulers at contract time. Mr. La France said it takes some time to ramp up for a new process so if this is something we are interested in, we should begin talks with the haulers well in advance of contract negotiations.

TIGARD CITY COUNCIL MINUTES – May 24, 2016

Ms. Collins noted that new fees include a sewer surcharge and a River Terrace Transportation Utility fee.

In response to a question from Mayor Cook, City Manager Wine said the downtown review letter is part of obtaining downtown review compliance and is equivalent to a site development review. That fee changes from \$718 to \$300.

A discussion was held on the non-sufficient funds (NSF) check fee of \$20. Mr. LaFrance acknowledged that it is on the lower end for the consumer. Mayor Cook said we are losing money if the bank charges the same because the city must rebill. Council President Snider suggested looking at an NSF charge increase in the future.

C. BRIEFING ON A INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF TIGARD AND CLEAN WATER SERVICES FOR CONSTRUCTION OF EAST TIGARD SEWER REPLACEMENT

Senior Engineering Technician Peck described the project for constructing an existing sewer line next to Red Rock Creek between Hunziker and the railroad tracks. The proposed project includes upsizing the line, moving the existing line out of the creek, minimally impacting wetlands and providing service to two existing properties and future development on the Fields Trust property. Clean Water Services (CWS) is covering most of the costs including some right of way and changing a 12-inch line to a 15-inch inch main line up to Wall Street. The city proposed increasing the existing 8-inch line to a 10-inch line to the Fields property and it all joins a 15-inch line.

Mayor Cook commented that the project seemed expensive. Mr. Peck said CWS is paying 85 percent and the city 15 percent. Council President Snider commented that CWS's request for the city to monitor the vegetated wetlands creates a new responsibility for city staff.

Council approved putting this IGA on a future consent agenda and encourage staff to work on lowering the amount of the city's share.

Administrative Items:

City Manager Wine asked council to select their summer outreach date from the following: July 7, July 14, August 4 or August 11. The consensus was for August 11, 6-8 p.m. at Cook Park.

1. BUSINESS MEETING – May 24, 2016

A. At 7:34 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	✓	

TIGARD CITY COUNCIL MINUTES – May 24, 2016

- 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. Citizen Communication – Sign-up Sheet. No one signed up to speak.

3. CONSENT AGENDA: (Tigard City Council and Local Contract Review Board)

A. APPROVE CITY COUNCIL MINUTES

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

B. PROCLAIM JUNE AS PLAY BALL MONTH

C. LOCAL CONTRACT REVIEW BOARD: CONSIDER AWARD OF 2017 PAVEMENT MANAGEMENT PROGRAM OVERLAY CONTRACT

D. LOCAL CONTRACT REVIEW BOARD: CONSIDER TELEPHONE SYSTEM CONTRACT AWARD

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

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

4. RECEIVE PRESENTATION BY WASHINGTON COUNTY VISITORS ASSOCIATION

Washington County Visitors Association President and CEO Carolyn McCormick gave a brief presentation that included a PowerPoint and a travel advertising video. She invited Tigard Chamber of Commerce CEO Debi Mollahan and Tigard resident Norman Penner, both members of the WCVA Board to join here. She said the WCVA’s primary role is to develop Washington County as a destination for tourists and corporate travelers. They are funded by the

TIGARD CITY COUNCIL MINUTES – May 24, 2016

transient lodging tax. A name shift to the Tualatin Valley Visitors Association is because there are 22 Washington Counties in the US so marketing the area nationally is cumbersome with that name. She said the economic impact of Washington County tourism is \$680,000,000 and provides over 7,000 full time jobs. Tax receipts equaled \$11,000,000. She noted that one of Tigard's ten hotels, the Embassy Suites, is the largest hotel in Washington County and is a player in the convention industry. Average hotel occupancy in Tigard is 70 percent and the average daily rate is \$104. She discussed the transient lodging tax and how it is used and mentioned that the Visitors Association has elected to dedicate 2/3 of a cent of their proceeds towards a multi-use conference center to be built at the Washington County Fair Complex with the hope that it opens in 2018. Ms. McCormick commented on the positive changes on Tigard's Main Street since her first visit years ago. She said their capital projects program will have over \$200,000 available for grants similar to the one recently received by Tigard for downtown amenities.

Mayor Cook thanked the WCVA for giving the Tigard Downtown Alliance and Chamber of Commerce a grant which was used for amenities along Main Street (blown glass baskets, bike racks, tune-up stations, and banner holders). He said the city is very pleased with the results.

5. RECEIVE FINAL PRESENTATION FROM MURP (MASTERS OF URBAN AND REGIONAL PLANNING)/STATE OF PLACE

Economic Development Manager Purdy introduced this item that included a PowerPoint presentation given by MURP students Wala Abuhejeh, Ray Atkinson, Linn Davis, and Curtis Fisher. He said their capstone project focused on the Tigard Triangle and the hard working group partnered with consultant firm called State of Place. The project purpose was developing ways to maximize walkability in the Tigard Triangle and implement the Triangle Strategic Plan which will improve livability, quality of the built environment and support new economic development.

The students used the State of Place inventory tool to develop a walkability index score. They walked each street and identified opportunities for improvement. Community engagement included surveying online, by mail, and face to face with people walking in the area. There were also stakeholder interviews and a community workshop where they shared the data collected and survey results. Students reported the walking score for the Triangle is 33. For comparison, Tigard's Main Street score is 66. There are no parks except for the Dartmouth Overlook. There is both a lack of reasons to walk and a shortage of destinations. A map was shown indicating high and low performing segments. Most people were walking for errands or for socializing.

Hazards and deterrents were identified. In the shopping areas, sidewalk improvements were needed. The northern edge needed crosswalks and walkers said excessive speeding is a deterrent to them. There were few walking trips crossing Dartmouth to the north. A pedestrian bridge over I-5 was suggested. Results from a community design workshop included feedback that mixed use development should be concentrated at the north end of the Triangle and pedestrian improvements should be focused on 72nd Avenue. They suggested food carts along the west-side shopping district among the big box stores. The MURP team recommended that walkability and mixed use be the focus for short-term investment and focus in the long-term should be on mixed use.

TIGARD CITY COUNCIL MINUTES – May 24, 2016

Slides of recommendations from the MURP team were shown with renderings of 72nd Avenue north of Dartmouth including mixed-use development on Atlanta Avenue, two traffic lanes with a planter strip, sidewalks and bike lanes. A rendering for 69th and Dartmouth included safer crosswalks, curb cuts and mixed-use development, making it a more pedestrian-oriented street.

Councilor Goodhouse thanked them for their work and commented that he has walked along 72nd Avenue so he liked seeing the rendering tonight showing what it could look like if sidewalks are installed. Economic Development Manager Purdy said their work shows a walk score “on steroids” and can be used to show value to developers. The State of Place information indicates why a business will locate here and what they can ask for rent. Councilor Woodard requested that the State of Place results be put on the website for prospective developers to see.

Mayor Cook concluded by thanking them for their hard work and useful information which will help Tigard create changes in the Triangle. He appreciated the downtown Tigard walk score comparison and said he was glad to see that personal safety while walking is so highly rated.

6. RECEIVE BRIEFING ON WASHINGTON COUNTY COOPERATIVE LIBRARY SERVICES INTERGOVERNMENTAL AGREEMENTS

Library Director Barnes gave the staff report for this item and described the purpose of each IGA. Councilor Henderson asked about two libraries that were added to WCCLS and Ms. Barnes said they were North Plains, which joined the cooperative a few years ago and the Aloha Community Library, which will become a full participating member in July. She said staff recommends they be placed on a future consent agenda and council agreed to adding these agreements to the June 14, 2016 consent agenda.

7. NON AGENDA ITEMS There were none.

8 EXECUTIVE SESSION:

At 8:46 p.m. Mayor Cook read the citation for an Executive Session called under ORS 192.660(2) (h) to discuss pending litigation or litigation likely to be filed. He said council will adjourn from the Red Rock Creek Conference Room at the conclusion of the Executive Session. The Executive Session ended at 9:50 p.m.

9. ADJOURNMENT

At 9:50 p.m. Councilor Goodhouse moved for adjournment and the motion was seconded by Council President Snider. The motion passed unanimously.

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

TIGARD CITY COUNCIL MINUTES – May 24, 2016

Carol A. Krager, City Recorder

Attest:

John L. Cook, Mayor

Date

TIGARD CITY COUNCIL MINUTES – May 24, 2016

PLACEHOLDER FOR JUNE 14 MINUTES

and confirmed these transactions. Staff and Zayo met to discuss options and Zayo determined that a franchise agreement would be in their best interest. Zayo has two primary bodies of work that they need to carry out in the near future: 1) to install new fiber optic cable into conduits that exist in the north part of Tigard; and 2) to conduct reconnaissance survey work of the conduits installed by MFN to assess their condition. Regarding #1, Zayo has already determined that those conduits are complete and usable for their system.

Franchise Ordinance Direction

The city's franchise utility ordinance, Chapter 15.06 of the Tigard Municipal Code (TMC) provides direction to the city with regard to these requests. Section 15.06.050 states that any person that places or maintains a utility system in any portion of the right of way without a franchise is subject to all other provisions of this chapter and that the city may grant a franchise allowing the use of any right of way for any portion of a utility system. Other provisions of the chapter require a company to pay a "right of way usage fee" which typically corresponds to gross revenues collected by the company within city boundaries. Zayo has reviewed the franchise utility ordinance and is agreeing to comply with all applicable provisions of that ordinance.

Section 15.06.060, Grant of Franchise, states that the city council shall grant by resolution a utility franchise to any person providing utility services which has submitted an application, meets the requirement of this chapter, and agrees to sign the city's standard franchise agreement without modification. Zayo has signed the city's standard franchise agreement and therefore is qualified to receive a franchise. Therefore, staff recommends the council pass the attached resolution which will approve this new franchise agreement.

OTHER ALTERNATIVES

In light of the fact that Zayo Group, L.L.C. has signed the city's standard franchise agreement form, there appear to be no other alternatives for council action other than to approve it.

COUNCIL OR CCDA GOALS, POLICIES, MASTER PLANS

N/A

DATES OF PREVIOUS CONSIDERATION

Council was briefed on the agreement at its July 12, 2016, meeting.

Attachments

Zayo Resolution

Zayo Franchise Agmt

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

A RESOLUTION GRANTING AND AUTHORIZING THE MAYOR TO EXECUTE A NON-EXCLUSIVE FRANCHISE TO ZAYO GROUP, LLC, TO OPERATE A TELECOMMUNICATIONS UTILITY SYSTEM WITHIN THE CITY OF TIGARD.

WHEREAS, Zayo Group, LLC (hereinafter "Zayo"), is qualified to do business in Oregon; and

WHEREAS, pursuant to Federal law, State statutes, and City Charter and local ordinances, the City is authorized to grant non-exclusive franchises to occupy the rights of way as defined in Chapter 15.06 of the Tigard Municipal Code (TMC), in order to place and operate a Utility System within the municipal boundaries of the City; and

WHEREAS, Zayo has requested a franchise with the City and has signed the City's standard franchise agreement without modification; and

WHEREAS, the City has found that Zayo meets all lawful requirements to obtain a franchise, and therefore approves the application.

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

SECTION 1: The City hereby grants to Zayo Group, LLC, a non-exclusive franchise, the terms and conditions of which are contained in the franchise agreement, attached hereto as Exhibit A.

SECTION 2: The Mayor is authorized and directed to sign the attached agreement on behalf of the City.

SECTION 3: This resolution is effective immediately upon passage.

PASSED: This _____ day of _____ 2016.

Mayor - City of Tigard

ATTEST:

City Recorder - City of Tigard



CITY OF TIGARD, OREGON FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (“Agreement”) is made and entered into by and between the City of Tigard, an Oregon municipal corporation, (“City”) and Zayo Group, LLC, a Delaware limited liability company, (“Franchisee”) qualified to do business in Oregon:

RECITALS

1. Pursuant to Federal law, State statutes, and City Charter and local ordinances, the City is authorized to grant non-exclusive franchises to occupy the rights-of-way as defined in Chapter 15.06 of the Tigard Municipal Code (“TMC”), in order to place and operate a Utility System within the municipal boundaries of the City of Tigard (“Franchise Area”); and
2. Franchisee has requested a franchise to place and operate a telecommunications services (the “Utility System”), as defined in TMC 15.06.020, within the Franchise Area; and
3. The City has found that Franchisee meets all lawful requirements to obtain a franchise, and therefore approves the application.

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

AGREEMENT

1. **GRANT OF AUTHORITY** - The City grants Franchisee the non-exclusive right to occupy City rights-of-way to place and operate a Utility System for a term of ten (10) years from and after the Effective Date of this Agreement (the “Term”), except as set forth below.
2. **AUTHORITY NOT EXCLUSIVE** - This Agreement shall be nonexclusive, and is subject to all prior rights, interests, agreements, permits, easements or licenses granted by the City to any person to use the rights-of-way for any purpose whatsoever, including the right of the City to use same for any purpose they deem fit, including the same or similar purposes allowed Franchisee hereunder. The City may, at any time, grant to other persons authorization to use the rights-of-way for any purpose. This Agreement does not confer on Franchisee any right, title or interest in any right-of-way.
3. **PERFORMANCE** - During the term of this Agreement, Franchisee agrees to comply with all lawful terms and conditions of TMC Chapter 15.06, including but not limited to the permit and permit fee requirements set forth in TMC 15.06.200 and TMC Chapter 15.04, and the right-of-way usage fee set forth in TMC 15.06.100, the provisions of which are incorporated herein as though fully set forth.
4. **CHANGE OF LAW; AMENDMENT OF FRANCHISE AGREEMENT**
 - a. It is the intent of the parties that this Agreement may be amended from time to time to conform to any changes in the controlling federal or state law or other changes material to this agreement. Each party agrees to bargain in good faith with the other party concerning



such proposed amendments. This Agreement may be amended or terminated by the mutual consent of the parties and their successors-in-interest.

- b. To the extent any lawful City rule, ordinance or regulation, including any amendment to the provisions of TMC Chapter 15.06, including any change to TMC 15.06.100, is adopted on a jurisdiction-wide basis and is generally imposed on similarly situated persons or entities, the rule, ordinance or regulation shall apply without need for amendment of this Agreement. The City shall provide Franchisee notice of any such change in local law.
5. TAXES - Nothing contained in this Agreement shall be construed to exempt Franchisee from any license, occupation, franchise or excise tax or assessment, which is or may be hereafter lawfully imposed on Franchisee.
 6. INSURANCE - By the Effective Date of this Agreement, Franchisee shall provide a certificate of insurance that names the City as an additional insured and is otherwise consistent with the requirements of TMC 15.06.180.
 7. SEVERABILITY - If any section, subsection, sentence, paragraph, term, or provision hereof is determined to be invalid, or unconstitutional by any court of competent jurisdiction, such determination shall have no effect on the validity of any other section, subsection, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Agreement. If any material portion of the Agreement becomes invalid or unconstitutional so that the intent of the Agreement is frustrated, the parties agree to negotiate replacement provisions to fulfill the intent of the Agreement consistent with applicable law.
 8. REMEDIES
 - a. This Agreement shall be subject to termination as set forth in TMC 15.06.310, provided that the City complies with the requirements set forth in TMC 15.06.320 and 15.06.330.
 - b. All remedies under this Agreement, including revocation of the Agreement, are cumulative and not exclusive, and the recovery or enforcement by one available remedy is not a bar to recovery or enforcement by any other such remedy. The City reserves the right to enforce the penalty provisions of any ordinance or resolution and to avail itself of any and all remedies available at law or in equity. Failure to enforce shall not be construed as a waiver of a breach of any term, condition or obligation imposed upon Franchisee by or pursuant to this Agreement. A specific waiver of a particular breach of any term, condition or obligation imposed upon Franchisee by or pursuant to this Agreement shall not be a waiver of any other, subsequent or future breach of the same or of any other term, condition or obligation, or a waiver of the term, condition or obligation itself.
 - c. The right is hereby reserved to the City to adopt, in addition to the reservations contained herein and existing applicable ordinances, such additional regulations as it shall find necessary for the regulation of the right-of-way, provided that such regulations, by ordinance or otherwise, shall be reasonable and not in conflict with the rights herein granted. Franchisee shall, at all times during the life of this Agreement, be subject to all lawful exercise of the police power by the City, and to such reasonable regulations as the City may hereafter by resolution or ordinance provide. The City hereby reserves the right to exercise, with regard to this Agreement, all authority now or hereafter granted to the City by state statute or City charter, except where such authority may be modified or



superseded by the Constitution of the State of Oregon or the Constitution of the United States.

9. ASSIGNMENT - All rights and privileges granted and duties imposed by this Agreement upon Franchisee shall extend to and be binding upon Franchisee's successors, legal representatives and assigns. This Agreement may not be transferred or assigned to another person unless such person is authorized under all applicable laws to own or operate the Utility System and the transfer or assignment is approved by all agencies or organizations required or authorized under federal or state laws to approve such transfer or assignment. Franchisee shall provide the City with written notice of any transfer or assignment of this Agreement within twenty (20) days of requesting approval from any state or federal agency.

10. NOTICE - Unless specifically provided otherwise herein, all notices shall be mailed, postage prepaid, to the following addresses or to such other addresses as Franchisee or the City may designate in writing:

If to Franchisee: **Zayo Group, LLC**
Attn. General Counsel
1805 29th Street
Boulder, CO 80301
(303) 381-4683

If to City: **City of Tigard**
Attention: Marty Wine, City Manager
13125 SW Hall Blvd.
Tigard, Oregon 97223

11. GOVERNING LAW - The law of the State of Oregon governs the validity of this Agreement, and its interpretation, performance and enforcement. Any action or suit to enforce or construe any provision of this Agreement by any party shall be brought in the Circuit Court of the State of Oregon for Washington County, or the United States District Court for the District of Oregon.

12. EFFECTIVE DATE - The effective date of this Agreement ("Effective Date") shall be the date it is fully executed by the City and Franchisee.

CITY OF TIGARD

FRANCHISEE

By: _____
Mayor

Date: _____

By: Marty Wine

Title: VP+ General Counsel

Date: May 20, 2016

AIS-2785

3. D.

Business Meeting

Meeting Date: 08/09/2016

Length (in minutes): Consent Item

Agenda Title: Proclaim September as Kiwanis Children's Cancer Cure Month

Prepared For: Joanne Bengtson, City Management

Submitted By: Joanne Bengtson, City Management

Item Type: Receive and File

Meeting Type: Proclamation

Public Hearing: No

Publication Date:

Information

ISSUE

Should Mayor Cook proclaim September as Kiwanis Children's Cancer Cure Month?

STAFF RECOMMENDATION / ACTION REQUEST

N/A

KEY FACTS AND INFORMATION SUMMARY

During Mayor Cook's Fireside Chat in July, Kiwanis member Mr. Lancaster brought attention to the work Kiwanis is doing to find a cure for children's cancer and asked if the city could issue a proclamation in support of this goal.

OTHER ALTERNATIVES

N/A

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

DATES OF PREVIOUS COUNCIL CONSIDERATION

N/A

Attachments

Kiwanis Children's Cancer Cure Month

Proclamation

City of Tigard

KIWANIS CHILDREN'S CANCER CURE MONTH

September 2016

WHEREAS, Kiwanis International was founded January 2, 1915; and

WHEREAS, since its inception, Kiwanis International has grown in over 90 countries worldwide; and

WHEREAS, the men and women of the Pacific Northwest District of Kiwanis International have exhibited a deep sense of pride in community by serving the needs of families and children worldwide; and

WHEREAS, the Pacific Northwest District of Kiwanis International initiated the multi-year districtwide service project, Kiwanis Children's Cancer Cure Program, effective October 1, 2010; and

WHEREAS, this program is funding the Kiwanis Children's Cancer Fellowships, allowing physicians to seek cures for currently untreatable forms of cancer; and

WHEREAS, the Kiwanis Clubs of the Pacific Northwest are collaborating with Doernbecher Children's Hospital in Portland, the Seattle Children's Hospital and the Vancouver, B.C. Children's Hospital; and

WHEREAS, the local Kiwanis Clubs are the epitome of their defining statement "Kiwanis is a Global Organization of Volunteers Dedicated to Changing the World One Child and One Community at a Time".

NOW THEREFORE BE IT RESOLVED THAT I, John L. Cook, Mayor of the City of Tigard, Oregon, do hereby proclaim the month of September 2016 as

KIWANIS CHILDREN'S CANCER CURE MONTH

in Tigard, Oregon and encourage citizens to celebrate the many contributions made by the members of Kiwanis Clubs of the Pacific Northwest.

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-2791

4.

Business Meeting

Meeting Date: 08/09/2016

Length (in minutes): 5 Minutes

Agenda Title: Appoint New Member to the Tigard Triangle Citizen Advisory Council

Prepared For: Cheryl Caines, Community Development

Submitted By: Susan Shanks, Community Development

Item Type: Resolution

Meeting Type: Council
Business
Meeting -
Main

Public Hearing: No

Publication Date:

Information

ISSUE

Should Council appoint an additional member to the Citizen Advisory Council (CAC) to guide the development of the Tigard Triangle Urban Renewal Plan?

STAFF RECOMMENDATION / ACTION REQUEST

Staff recommends that Council appoint one additional member to the Tigard Triangle Urban Renewal CAC per the attached Resolution.

KEY FACTS AND INFORMATION SUMMARY

Council created and appointed members to the Tigard Triangle Urban Renewal CAC in April 2016. The resolution that created the CAC allows for one representative from the Tigard Triangle Stakeholder Working Group (SWG), which was the group that worked with staff during the creation of the Tigard Triangle Strategic Plan. At the time of the initial appointment of CAC members, Elise Shearer was listed as the representative for both the Tigard Triangle SWG and the Tigard Transportation Advisory Committee (TTAC).

Calista Fitzgerald has extensive knowledge of and interest in the Tigard Triangle and previously served on the Tigard Triangle SWG. She recently expressed her desire to serve on the CAC and has attended one of the two meetings held thus far. As a result, staff believes that it would be appropriate to appoint Ms. Fitzgerald as the SWG's representative in lieu of Ms. Shearer, who would continue to serve on the CAC as the TTAC's representative.

OTHER ALTERNATIVES

Council may decide not to appoint Calista Fitzgerald to the Tigard Triangle Urban Renewal Plan CAC.

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

Council Goal 3: Adopt and Begin Implementation of Tigard Triangle Strategic Plan
Approved Plan: Tigard Triangle Strategic Plan completed March 2015

DATES OF PREVIOUS COUNCIL CONSIDERATION

March 2015: Staff completed the Tigard Triangle Strategic Plan (TTSP)

June 2015: Council directed staff to submit a CPDG application to Metro for funds to implement the TTSP

February 2016: Council directed staff to enter into an IGA with Metro for CPDG funds

March 2016: Council awarded a contract to MIG Inc. to implement the TTSP

April 2016: Council created and appointed members to the Tigard Triangle Urban Renewal CAC

Attachments

Resolution to Appoint New Triangle CAC Member

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

A RESOLUTION APPOINTING AN ADDITIONAL MEMBER TO THE TIGARD TRIANGLE URBAN RENEWAL PLAN CITIZEN ADVISORY COUNCIL

WHEREAS, the city completed the Tigard Triangle Strategic Plan in March 2015 and one of City Council's goals for 2016 includes its adoption and implementation; and

WHEREAS, the Tigard Triangle Strategic Plan recommends a number of implementation strategies, including development of an Urban Renewal Plan; and

WHEREAS, the city was awarded a Community Planning and Development Grant (CPDG) from Metro to develop an Urban Renewal Plan for the Tigard Triangle; and

WHEREAS, the city is required to develop a public involvement strategy that facilitates public input into the Urban Renewal Plan, including the creation of a Citizen Advisory Council (CAC), per the city's CPDG intergovernmental agreement with Metro; and

WHEREAS, the city desires broad citizen representation on the CAC since creation of an urban renewal district that utilizes tax increment financing requires a citywide public vote; and

WHEREAS, the city established a CAC (Resolution 16-16) with members from the public and existing citizen boards, committees, commissions, and councils, including the Tigard Triangle Stakeholder Working Group (Resolution 16-15); and

WHEREAS, Calista Fitzgerald was a member of the Tigard Triangle Stakeholder Working Group and would serve as a representative of this group on the CAC.

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

SECTION 1: The membership of the Tigard Triangle Urban Renewal Plan CAC is amended to include Calista Fitzgerald.

SECTION 2: This resolution is effective immediately upon passage

PASSED: This _____ day of _____ 2016.

Mayor - City of Tigard

ATTEST:

City Recorder - City of Tigard

AIS-2793

5.

Business Meeting

Meeting Date: 08/09/2016

Length (in minutes): 5 Minutes

Agenda Title: Approve Appointment of Lilbrary Board Member and Alternate

Prepared For: Margaret Barnes, Library

Submitted By: Alison
Grimes,
Library

Item Type: Resolution

Meeting Type: Consent
Agenda

Public Hearing: No

Publication Date:

Information

ISSUE

Resolution approving appointment of board member and alternate to the Tigard Public Library Board.

STAFF RECOMMENDATION / ACTION REQUEST

Recommend approval by City Council of the Mayor's Appointment Advisory Committee's choices for Tigard Library Board member and alternate.

KEY FACTS AND INFORMATION SUMMARY

See attached biographies.

OTHER ALTERNATIVES

N/A.

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

N/A.

DATES OF PREVIOUS COUNCIL CONSIDERATION

City Council last approved the appointment of Library Board members and alternates on Tuesday, February 23, 2016..

Attachments

Resolution Appointing Library Board Member and Alternate

Bios of Library Board Member and Alternate

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

A RESOLUTION APPOINTING JOSEPH CALLAHAN TO THE TIGARD LIBRARY BOARD FOR A TERM OF FOUR YEARS, EFFECTIVE JULY 1, 2016 THROUGH JUNE 30, 2020; AND APPOINTING MARK LOOMIS AS ALTERNATE FOR A TWO YEAR TERM, EFFECTIVE JULY 1, 2016 THROUGH JUNE 30, 2018.

WHEREAS, the term of Library Board member Linda Monahan expired June 30, 2016; and

WHEREAS, positions for a Member and Alternate for the Board are open; and

WHEREAS, Joseph Callahan and Mark Loomis were interviewed by the Mayor's Appointment Advisory Committee on Monday, August 1, 2016.

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

SECTION 1: Joseph Callahan is hereby appointed to the Tigard Library Board as a Member for a four-year term, effective July 1, 2016 through June 30, 2020; and

SECTION 2: Mark Loomis is hereby appointed to the Tigard Library Board as Alternate for a two-year term effective July 1, 2016 through June 30, 2018; and .

SECTION 3: This resolution is effective immediately upon passage.

PASSED: This _____ day of _____ 2016.

Mayor - City of Tigard

ATTEST:

City Recorder - City of Tigard

TIGARD LIBRARY BOARD
Callahan and Loomis Bios

JOSEPH CALLAHAN – Member

Callahan has lived in Tigard for the past six years, moving here from Beaverton. He is a law graduate from Lewis and Clark College and currently works for ADR Associate, Institution for Conflict Management, Inc. Previously, he worked at the Northwest Regional ESD as the ELL/Migrant Program Specialist.

Callahan has been active on the Cesar Chavez Committee and at the Cesar E Chavez Leadership Conference.

MARK M. LOOMIS - Alternate

Loomis has lived in Tigard for the last three years, having lived previously in Beaverton and Lake Oswego. He received a B.A. with honors in History from Gonzaga University; his JD from Gonzaga University School of Law and an LLM in International Law from Cambridge University, England.

Loomis' professional experience includes positions as Army Jag in Naples, Italy; Nike, Inc. in Beaverton and Greenland, NH, and is now the Principle-Founder of Maana Consulting LLC in Tigard.

Active in a variety of organizations, Loomis is involved with the Oregon Zoo Foundation, Life Impact, Inc., Claridge Court Home Owners Association and the Portland Philatelic Exhibitions.

AIS-2762

6.

Business Meeting

Meeting Date: 08/09/2016

Length (in minutes): 5 Minutes

Agenda Title: Consider Resolution supporting a National Water Trail designation for the Tualatin River

Prepared For: Steve Martin, Public Works

Submitted By: Steve Martin, Public Works

Item Type: Resolution

Meeting Type: Council Business Meeting - Main

Public Hearing: No

Publication Date:

Information

ISSUE

Shall Council approve a resolution authorizing the city manager to submit a letter of consent to the application for designation of the Tualatin River Water Trail as a National Water Trail?

STAFF RECOMMENDATION / ACTION REQUEST

Staff recommends Council pass the resolution in support of the National Water Trail application.

KEY FACTS AND INFORMATION SUMMARY

Tualatin Riverkeepers is initiating an application to the Secretary of the Interior to designate the Tualatin River as a National Water Trail (NWT). A representative from the Tualatin Riverkeepers will join staff to brief Council on the status of this application. The Riverkeepers are planning to submit the application later this summer.

The purpose of this effort is to bring more prominent stature to the Tualatin River Trail and the function it serves in this area. Benefits to designation include:

- National promotion and visibility, including use by the management entity of use the National Water Trails System logo in appropriate settings and trail publications
- Mutual support and knowledge sharing as part of a national network
- Opportunities to obtain technical assistance and funding for planning and implementing water trail projects

Criteria for designation include:

- The trail (and its access points) must be open to public use and be designed, constructed, and maintained according to best management practices, in keeping with the anticipated use. Water trail access points that demonstrate state-of-the-art design and management are especially encouraged to apply for national water trail designation.
- The trail is in compliance with applicable land use plans and environmental laws.
- The trail will be open for public use for at least 10 consecutive years after designation.
- The trail designation must be supported by the landowner(s), (public or private), on which access points exist.

Additional information is attached and can be found on the NWT web page for the National Park System (www.nps.gov/watertrails).

The City of Tigard's access points are located in Cook Park. In order to move forward, all water trail access points must be open to the public and each jurisdiction must submit written owner consent. Tualatin Riverkeepers is having similar discussions with West Linn, Rivergrove, Tualatin, Washington County, and Hillsboro. The presentation will include information about the status of this effort in other agencies.

OTHER ALTERNATIVES

Council could choose not to approve the resolution.

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

The city's Strategic Plan is to have Tigard a walkable city, and one of the Council goals is to support recreation. While a water trail cannot be walked, it does support other simple modes of transportation such as paddling that are healthy and also recreational.

DATES OF PREVIOUS COUNCIL CONSIDERATION

Council was briefed on this item on July 26, 2016.

Fiscal Impact

Fiscal Information:

There is no fiscal impact to consenting to this designation.

Attachments

[Resolution in support of NWT](#)

[Letter of consent NWT](#)

[NWT Information](#)

[Application NWT](#)

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

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SUBMIT A LETTER OF CONSENT TO THE APPLICATION FOR DESIGNATION OF THE TUALATIN RIVER WATER TRAIL AS A NATIONAL WATER TRAIL

WHEREAS, the Tualatin River Water Trail is an outstanding resource for recreation; and

WHEREAS, Tualatin Riverkeepers in cooperation with Tigard Parks & Recreation and local stakeholders is completing an application to the U.S. Secretary of the Interior to designate the Tualatin River Water Trail as a National Water Trail (NWT); and

WHEREAS, Washington County Visitors Association has made the Tualatin River Water Trail a keystone in their nature-based tourism target market and published A Paddler's Access Guide to the Lower Tualatin River; and

WHEREAS, the NWT designation will apply to the navigable portion of the trail that lies within the City of Tigard including Cook Park; and

WHEREAS, the designation requires that the trail be open to the public, remain open for public use for at least the next 10 years, be designed, constructed and maintained according to best management practices, and comply with all applicable land use plans and environmental laws; and

WHEREAS, the benefits of the NWT designation include increased visibility and prestige of being part of the National Trails System, use of the NWT logo, access to funding opportunities, training, and technical assistance, and inclusion in the online NWT database; and

WHEREAS, the City of Tigard owns and manages Cook Park as an access point on the Tualatin River Water Trail; and

WHEREAS, the City of Tigard has acquired additional property for a future access point to the Tualatin River Water Trail; and

WHEREAS, the application requires that the City submit a letter of consent.

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

SECTION 1: Tigard City Council supports designation of the Tualatin River Trail as a National Water Trail.

SECTION 2: The City Manager is hereby authorized and directed to execute a letter of consent on behalf of the City for the national water trail application.

SECTION 3: This resolution is effective immediately upon passage.

PASSED: This _____ day of _____ 2016.

Mayor - City of Tigard

ATTEST:

City Recorder - City of Tigard

LETTER OF CONSENT – NATIONAL WATER TRAIL DESIGNATION

The City of Tigard, Oregon owns and maintains Cook Park with access facilities on the Tualatin River Water Trail. The park is located at 17005 SW 92nd Avenue Tigard, Oregon 97224. The city has also acquired land on Roy Rogers Road for the future development of additional access to the water trail.

The City of Tigard supports the designation of the Tualatin River Water Trail as a National Water Trail and gives its full consent to the application for that designation.

SIGNATURE: _____

NAME (Printed): _____

DATE: _____

TITLE: _____

DEPARTMENT: _____

AGENCY: _____

Information found at:

<https://www.nps.gov/WaterTrails/Home/About>

National Water Trails: Who Designates Them? Who Manages Them?

Designation Authority

While national scenic trails and national historic trails may only be designated by an act of Congress, national recreation trails (including national water trails) may be designated by the Secretary of the Interior or the Secretary of Agriculture (for trails on or in cooperation with National Forest Service lands). The designations recognize exemplary trails of local and regional significance. Through designation, these trails are recognized as part of the National Trails System.

Management of Individual National Water Trails

Each designated national water trail is managed by a local management entity (e.g., local, state, or federal government agency; nonprofit organization; interagency organization). The ongoing management responsibility and associated costs of the designated national water trail are the sole responsibility of the management entity.

Coordination and Support for the Overall National Water Trails System

The National Water Trails System is a grassroots effort that relies on local management of the designated water trails. The National Park Service (NPS) Rivers, Trails, and Conservation Assistance Program (RTCA) is the primary administrator that works in partnership with a collaborative interagency group. RTCA staff serves as a clearinghouse for information sharing and national water trail networking efforts. Agencies may nominate individual water trail designations, work in collaboration with community organizations seeking designation, help strengthen the network of water trail managers, and build the community of practice for water trails.

RTCA coordinates the following functions undertaken by the interagency collaborative group:

- reviews national water trail applications for designation
- disseminates applicable information to management entities throughout the country (e.g., best management practices, water trail management strategies)
- develops and maintains the National Water Trails System website, which provides extensive information on the system and best management practices for water trails

What are the National Water Trail Criteria and Best Management Practices?

As a subset of the national recreation trail designation, trails in the National Water Trails System must meet the four criteria for National Recreation Trail designation as follows:

1. The trail (and its access points) must be open to public use and be designed, constructed, and maintained according to best management practices, in keeping with the anticipated

- use. Water trail access points that demonstrate state-of-the-art design and management are especially encouraged to apply for national water trail designation.
2. The trail is in compliance with applicable land use plans and environmental laws.
 3. The trail will be open for public use for at least 10 consecutive years after designation.
 4. The trail designation must be supported by the landowner(s), (public or private), on which access points exist.

In addition to the national recreation trails criteria, a designated water trail must incorporate the following best management practices:

- Recreation Opportunities: The water trail route has established public access points that accommodate a diversity of trip lengths and provide access to a variety of opportunities for recreation and education.
- Education: The water trail users are provided with opportunities to learn about the value of water resources, cultural heritage, boating skills, and outdoor ethics.
- Conservation: The water trail provides opportunities for communities to develop and implement strategies that enhance and restore the health of local waterways and surrounding lands.
- Community Support: Local communities provide support and advocacy for maintenance and stewardship of the water trail.
- Public Information: The public is provided with accessible and understandable water trail information, including details for identifying access and trail routes; cultural, historic, and natural features; hazards; and water quality. The water trail is promoted to the community and broad national audience.
- Trail Maintenance: There is a demonstrated ability to support routine and long-term maintenance investments on the water trail. Facilities are designed, constructed, and maintained by incorporating sustainability principles.
- Planning: Maintain a water trail plan that describes a vision, desired future conditions, and strategies to strengthen best management practices.
- What Are the Benefits of National Water Trail Designation?
- Benefits of designation into the National Water Trails System include
- designation by the Secretary of the Interior, including a letter and certificate announcing the designation as a national water trail
- national promotion and visibility, including use by the management entity of use the National Water Trails System logo in appropriate settings and trail publications
- mutual support and knowledge sharing as part of a national network
- opportunities to obtain technical assistance and funding for planning and implementing water trail projects

As a result of designation, national water trails may gain

- positive economic impact from increased tourism
- assistance with stewardship and sustainability projects
- increased protection for outdoor recreation and water resources
- contribution to public health and quality of life from maintaining and restoring watershed resources

- access to networking and training opportunities
- assistance with recognition and special events highlighting the trail

All national water trails will be included in the online searchable database of trails and have a page on this site to share trail information including water trail descriptions, maps, photographs, water trail manager contact information, links to applicable websites, and best management strategies and practices. Water trail managers are urged to provide updated information about their national water trail for the website database by sending updates and additions via email to NWTS@nps.gov.

How Do I Apply for National Water Trail Designation?

To take the first step toward national water trail designation, the management entity for a potential trail submits a formal application via an application account accessed through this site. The application will describe how the water trail and its management entity achieve the criteria and meet the best management practices outlined. Applications are currently accepted on a continual basis and reviewed by a team of water trail subject matter experts and a collaborative interagency group. The recommended trail nominations are forwarded to the Secretary of the Interior for review and designation.

Information sharing is a key element of the program because it fosters the development of a water trail community, creating a network of mentors and promoters of the National Water Trail System. Effective management approaches and best management practices identified in successful applications will likely become models for other water trail managers.

The following table identifies the general steps of the review and designation process.

National Water Trails System Review and Designation Process

Application Submittal to the National Park Service	The management entity (sponsor) submits the official application and a letter of support from the respective state trail administrator(s) through the application account.
Initial Review	The application is reviewed for consistency with the criteria for national recreation trail designation. The appropriate federal agency staff confirms and ground truths the water trail.
Water Trails Best Management Practices Evaluation	With assistance from subject matter experts in applicable federal agencies, applications are reviewed for the best management practices identified in the application.
Interagency Review and Recommendation	An interagency review team reviews final applications and nominates the proposed national water trail for designation to the Secretary of the Interior (except on or in cooperation with National Forests lands).
Announcement of New National Water Trail Designation	The Secretary of the Interior (except on or in cooperation with National Forests lands) makes official designation of the new national water trail.

National Water Trail System Application

User Actions

- [Create a New Application](#)
- [Print This Application](#)
- [Log out](#)

Field Review Summary

Reviewer Name: ---

Date Assigned: ---

Field Review Status: ---

Date Completed: ---

Review and Submit Application for: Tualatin River Water Trail

Please review your application for completeness, accuracy, and proper spelling before submitting.

Jump to: [Top](#) • [Trail Information](#) • [BMP](#) • [Contacts](#) • [Owner Consent and State Support](#) • [Photo and Map](#) • [Additional Supporting Materials](#)
• [Signature Page](#)

Section 1: Trail Information

[Click to Edit Section 1](#)

BASIC TRAIL INFORMATION

Trail Name	Tualatin River Water Trail
Trail Location	In Washington County and Clackamas County Oregon including the cities of Hillsboro, Tigard, Tualatin, Rivergrove and West Linn and passing through the Tualatin River National Wildlife Refuge.
Directions to Trail	Various access points including Cook Park in Tigard, Tualatin Community Park in Tualatin, Rood Bridge Park in Hillsboro, Brown's Ferry Park in Tualatin.
Latitude and Longitude	45.393917° / -122.798858°
	City(ies)/Township(s): Hillsboro, Sherwood, Tigard, Tualatin, Durham, Rivergrove, West Linn County(ies): Washington, Clackamas
	State(s): In Washington County and Clackamas County Oregon U.S. Congressional District(s): In Washington County and Clackamas County Oregon
Short Description	The Tualatin River Water Trail runs 39 miles from Hillsboro Oregon to its confluence with the Willamette River in West Linn Oregon.
Long Description	The Tualatin River Water Trail runs through farm lands, cities, and the Tualatin River National Wildlife Refuge. It provides convenient access for paddling, fishing and wildlife observation to the Portland Oregon Metropolitan area. Eleven developed launch sites managed by city, county, and regional governments currently support the trail. Informal access occurs at road right-of-ways under 2 bridges. Metro Regional Government and the City of Tigard have acquired three additional parcels for future access development. Excellent promotion and marketing of the Tualatin River Water Trail is provided by Washington County Visitors Association and the Intertwine Alliance. Ecological and flow management is provided by Clean Water Services (a regional service district). Regional planning for habitat restoration and public access is provided by Metro (regional government). U.S Fish and Wildlife Service manages 2000 acres at various locations along the water trail. The Tualatin River has the significance as the first water body to successfully implement Total Maximum Daily Loads (water quality standards) under the Federal Clean Water Act. Tualatin Riverkeepers and Alder Creek Kayak and Canoe currently offer canoe and kayak rentals at two sites on the river in the summer. Tualatin Riverkeepers offers regular public guided trips. Washington County Visitors Association has funded new wayfinding signage for the trail. Tualatin Riverkeepers placed river mile signage along the river since 1990. Roamers Rest RV Park (privately owned) provides the only camping facility currently on the river.

TRAIL DETAILS

Length of trail open to public use	38.50 miles 61.96 KM Loop? No
	National Designations: None
	State Designations: None
Allowed Uses	Boating, non-motorized: Canoeing Boating, non-motorized: Kayaking Fishing

Swimming: Wading
Wildlife Observation

Other Uses/Notes	
Accessibility Information Available?	Trailhead Signage: Yes Brochures: Yes Website: Yes Other Information:
Primary Trail Surface	
Additional Surfaces	Water, slow moving Water, still

VISITING AND FEES

Open Dates	1/1 to 12/31
Times of Operation	Open 24 Hours
Seasonal Notes	
Fees	Admission Fee: None Parking Fee: None Permit Fee: None
Visiting and Fee Notes	Currently no fees at the public access facilities.

Section 2: Best Management Practices

Mission Statement

The Tualatin River is built for recreation. Perhaps the most family friendly river in the state, it is conveniently located within the Portland Metropolitan area and is very safe, having such a calm flow it is navigable upstream or downstream from most launch locations and is an ideal environment for families with children to paddle on. The Trail provides urban residents and out-of-town visitors with an opportunity to observe and get close to wildlife as they paddle through the Tualatin River National Wildlife Refuge.

[Click to Edit this BMP](#)

Recreation Opportunities

The Tualatin River Water Trail currently has 11 public access facilities over 40 miles with an additional facility to open in 2016. Local governments (Metro and the City of Tigard) have purchased 4 additional sites for future public access. The low gradient and easy access make the Tualatin River a perfect place for beginners to get their paddles wet. There is a short 1.6 mile Class 1 whitewater run during winter high flows. Tualatin Riverkeepers has monthly guided paddle tours for the public May through October. There are two canoe and kayak rental liveries that operate in the summer. Annual Events include Tualatin River Discovery Day on the last Saturday of June and the Political Paddle Race where elected official race in canoes and kayaks. The river is seeing more use by stand-up paddle boarders in recent years.

[Click to Edit this BMP](#)

Education

Tualatin Riverkeepers (TRK) partners with government and community organizations to provide educational paddle trips on the Tualatin River. In 2015 educational paddle trips were conducted with Adelante Mujeres, Oregon Zoo, Centro Cultural, Portland Community College, Community Partners for Affordable Housing, Adventures Without Limits, and Darma Rain Zen Center. TRK conducted 6 additional trips with nature day camps and 3 company sponsored volunteer clean ups. There were 3 paddle trips with employees of Clean Water Services (sewer district) and one with local elected officials.

The cities of Hillsboro and Tualatin have summer day camps at locations along the river. Tualatin Riverkeepers, Jackson Bottom Wetlands Preserve, Friends of the Tualatin River National Wildlife Refuge and Willowbrook Arts Camp all have day camps at sites on the river.

Clean Water Services, Friends of Trees and Tualatin Riverkeepers launched a new environmental education program for middle school student at the Tualatin River Farm 2016 are growing that program in 2016. The City of Hillsboro has nature education programs at Rood Bridge Park and Jackson Bottom Wetlands Preserve.

Private outfitters REI, Next Adventure, Alder Creek Kayak & Canoe, Educational Adventures, and Northwest Discoveries all offer recreation instruction on the Tualatin River.

The Student Watershed Research Project (SWRP), a self support program of Portland State University's Environmental Science and Management Department, uses the cooperation of teachers, students, scientists, businesses, governmental agencies, and community groups to couple watershed education with the collection of high quality data. It is the mission of SWRP to develop awareness, knowledge, skills, and commitment leading to responsible behavior and constructive actions with regard to water quality and watershed resources. Nine different high schools collect water quality data on tributaries of the Tualatin River.

The Tualatin River National Wildlife Refuge and the Friends of the Refuge have a comprehensive nature education program that includes teacher workshops, school field trips, public nature walks, birding, botany and photography classes and engage volunteers in habitat restoration, surveys and outreach.

[Click to Edit this BMP](#)

Restoration

Tree for All is a community partnership of cities, nonprofits, farmers, volunteers and others who have joined hands (and shovels) to plant native trees and shrubs along the Tualatin River and its tributaries. Streams lined with native vegetation provide cleaner, cooler water, better flood management, and

fish and wildlife habitat. It's good for Mother Nature and our community!

As a community-wide effort, the 2014-15 challenge was designed to celebrate 10 years of success and launch the next decade of Tree for All, which involves:

Underscoring the importance of native plants to our community

Encouraging stewardship of water resources and wildlife habitat

Celebrating and building upon a history of community partnerships

Promoting community pride in water resources and natural areas

Working together, we not only met but exceeded our goal, by planting more than 1.2 million trees and shrubs in one planting year. In fact, when you count all native plants--grasses and the like, along with trees and shrubs--the 2014-15 planting number crests the two million mark.

The Tualatin River National Wildlife Refuge has developed their own master plan.

[Click to Edit this BMP](#)

Community Support

Tualatin Riverkeepers(TRK)has successfully lobbied Metro and local cities for land acquisitions, water trail development and maintenance. Because of this advocacy and the activation of TRK's membership, the Tualatin River Water Trail is listed as the 3rd highest priority on the draft Water Trails Plan for Oregon State Parks.

Tualatin River Discovery Day is an event organized by Tualatin Riverkeepers on the last Saturday in June that gets over 200 paddlers on the water trail. The event has been held for 26 consecutive years with strong support from volunteers, agencies and corporate sponsors.

TRK sought and received grant funding for water trail signage and printed maps from the Washington County Visitors Association.

A representative of Tualatin Riverkeepers sits on the Oregon State Marine Board's Boat Oregon Advisory Team for non-motorized recreation.

Volunteers with Tualatin Riverkeepers lead monthly paddle trips on the water trail from May through October.

Volunteers with Friends of Trees, Tualatin Riverkeepers, SOLVE, and local cities perform invasive plant removal and native planting through the "Tree For All Program" of Clean Water Services. Clean Water Services has restoration agreements with Metro for riparian sites in the Tualatin River Basin including the Farmington launch.

Volunteers with Tualatin Riverkeepers do an annual river trash clean up in September with the support of the City of Tualatin.

In order to maintain and grow support from local governments, Tualatin Riverkeepers hosts an annual paddle race for elected officials in the summer.

[Click to Edit this BMP](#)

Public Information

Washington County Visitors Association (WCVA) published the Paddler's Access Guide to the Lower Tualatin River with Tualatin Riverkeepers. WCVA also funded 70 road signs directing people to the 13 launch sites on the Tualatin River Trail. Each of the sites will have a 4' x 6' water trail map. WCVA has a whole campaign around nature-based recreation in the Tualatin Valley. Their "Passport to Nature" describes 16 destinations for nature recreation. <http://tualatinvalley.org/activities-attractions-outdoors/exploring-nature-wildlife/>

Tualatin Riverkeepers maintains a blog that posts conditions and hazards to navigation reported by paddlers. <http://tualatinriverpaddling.blogspot.com/>

The Intertwine Alliance maintains an online interactive map for outdoor recreation that includes sites on the Tualatin River Water Trail. <https://www.theintertwine.org/trails/tualatin-river-water-trail>

Access Recreation received a grant from Metro to assess accessibility and produce online videos of parks and trails from the perspective of people with disabilities. They have completed assessment and videos of two parks on the Tualatin River Water Trail (Rood Bridge Park and Fields Bridge Park) and will be working on others in 2016. Videos may be seen at <http://acesstrails.org/AR-trail-info/Videos.html>.

[*Click to Edit this BMP*](#)

Trail Maintenance

Rood Bridge Park at River Mile 38.4 is maintained by The City of Hillsboro Parks and Recreation Department. They are currently working on an upgrade to the boat ramp and the addition of a floating dock.

Farmington Rd. & River Road Launch at River Mile 33.3 is being constructed by and will be managed by Metro Parks & Nature. Natural Habitat Restoration will be performed by Clean Water Services and includes a multi-year maintenance agreement. In association with their development of river access at the intersection of Farmington and River Roads, Metro will work cooperatively with Tualatin Riverkeepers, the Washington County Sheriff's Office and the Oregon State Marine Board to consider both short and long-term solutions to log jams located between river miles 38 to 24.

Eagle Landing Park at River Mile 29.6 is maintained by Washington County Parks.

The Scholls Bridge right-of-way at River Mile 26.9 is maintained by Oregon Department of Transportation.

The City of Tigard Parks and Recreation Department maintains Cook Park at River Mile 9.8. The City of Tigard also holds land for a future park and an easement for river access at River Mile 18.5.

The City of Tualatin Parks and Recreation Department maintains the 99W launch (RM 11.5), Jurgens Park (RM 10.6), Tualatin Community Park (RM 8.9) and Browns Ferry Park (RM 7.5).

The City of Rivergrove maintains the Stark Boat Ramp at River Mile 7.4.

Clackamas County owns and maintains the right of way on Shadow Wood Drive at River Mile 5.4 near the Shipley Bridge.

The City of West Linn maintains Fields Bridge Park (RM 1.6) and Willamette Park (Tualatin RM 0.0). Willamette Park is also on the Willamette River National Water Trail.

Metro holds lands for future development of access in the vicinity of River Mile(RM)24-25, RM 13.5, and RM 5.8.

Tualatin Riverkeepers organizes an annual trash cleanup on the river each September.

Under agreement with the Oregon State Marine Board, the Washington County Sheriff's Marine Patrol investigates and evaluates hazards to navigation on the water trail.

[Click to Edit this BMP](#)

Planning

Metro Regional Government has taken the lead in planning and acquiring land along the Tualatin River Water Trail. Bond measures approved in 1995 and 2006 buy land to protect clean water, wildlife habitat and opportunities to enjoy nature. A local option levy passed in 2013 helps care for this growing collection of natural areas by improving them for visitors, restoring habitat and engaging the community. Using these bond funds, Metro has purchased 5 sites along the water trail for future access and/or nature space, and assisted in the purchase of other properties by local cities. One of the Metro sites, at the Phillip Harris Bridge is under development and will open for public access early in 2017.

Goals and Objectives of the Tualatin River Greenway Target Area The area where the Property is located has long been a focus of a larger strategy to provide public access to the Tualatin River. The Property's location was identified as a Tier One objective in both the 1995 Open Spaces, Parks and Streams Bond Measure (the "1995 Bond Measure") and the 2006 Natural Areas Bond Measure (the "2006 Bond Measure"), mainly due to its inclusion in the 1992 Greenspaces Master Plan. In the Greenspaces Master Plan, the Tualatin River Greenway Target Area was described as follows: "The Tualatin River is typical of the slow flowing, meandering small rivers and streams that flow through the Willamette Valley floor. The relatively low slope makes it ideal for canoeing and for amateur boaters. There are few access points on the Tualatin along its course, which makes land acquisition for recreation uses more important." A Tier I objective of the 1995 Bond Measure Tualatin River Access Points Refinement Plan, adopted by the Metro Council in 1996, was to "acquire a minimum of 266 acres to establish four regional access point sites along the Tualatin River Greenway that meet the following objectives:

- Locations along the river at intervals of 5 to 10 river miles, allowing for day trips and shorter trips than is now practicable.
- Safe accessibility from a public roadway that can adequately accommodate additional traffic.
- Developable for boat ramps and/or docks by reason of existing shallow slopes and banks
- Associated with sufficient uplands for such features as parking, restrooms, picnic areas, and buffering from the River and adjacent uses."

The Tier I objectives of the 2006 Bond Measure's Tualatin River Greenway Target Area Refinement Plan are to:

- Protect natural areas adjacent to existing public lands to provide public access and improve wildlife habitat protection.
- Continue the work begun in 1995 to enhance the water trail by providing access point sites along the Tualatin River Greenway that meet the following criteria:

- o Locations along the river at intervals of 5 to 10 river miles, allowing for day trips and shorter trips than is now practicable.
- o Safe accessibility from a public roadway that can adequately accommodate additional traffic.
- o Developable for boat ramps and/or docks by presence of existing shallow slopes and banks.
- o Associated with sufficient uplands for such features as parking, restrooms, picnic areas and buffering from the river and adjacent uses.
- o Associated with key locations where there is particular interest in additional boat access/pull-outs including: south of Farmington Road, north side of the river in the vicinity of Rainbow Lane, and in the vicinity of Elsner Road

[Click to Edit this BMP](#)

Supporting Documents:

BMP	Type	Description	Link
Recreation	Brochure	Paddler's Access Guide to the Lower Tualatin River	42_Tualatin_Riverkeepers_Water_Trail_Map_ParallelFold_New_Size_8.pdf
Public	Photo	Tualatin River Water Trail Road Sign	42_TRWT_Logo_CMYK_SIGN.jpg
Public	Brochure	Tualatin River Water Trail Map	42_Tualatin_Riverkeepers_Water_Trail_Map_ParallelFold_New_Size_8.pdf
Education	Brochure	A Paddler's Access Guide to the Lower Tualatin River published by Washington County Visitors Association and Tualatin Riverkeepers	42_Tualatin_Riverkeepers_Water_Trail_Map_ParallelFold_New_Size_8.pdf
Public	Photo	Water Trail Map at Eagle Landing	42_DSCN0131.jpg
Public	Photo	Water Trail Road Sign on Durham Road	42_WTSign.JPG
Public	Map	Water Trail Map Sign	42_Tualatin_Riverkeepers_Water_Trail_Map_Sign_45x66_2.pdf
Planning	Other	Metro resolution revising the Tualatin River Water Trail Plan.	42_Metro_Council_Metro_Legislation_Reso_Areas_Acquisition_Refinement_Plan_For_the_Tualatin_River_Greenway_Target_Area_PDF
Planning	Map	Tualatin River Water Trail Map with Metro Acquisition Target Areas	42_Metro_Map_River_Greenway_Target_Area_With_2006_Natural_Areas_Bond_Measure_Proceeds_pdf
		Newspaper article on Tualatin River	

Community Other Political Paddle Race organized by Tualatin Riverkeepers to engage elected officials support for the water trail and environmental protection [42 Oregon Local News Officials race through Tualatin River Political Paddle Race.pdf](#)

Edit supporting documents by editing the corresponding BMP above.

Section 3: Contacts

Agency/Unit	Name/Position	Mailing Address	Delivery Address	Phone/Fax	Email/Website	ACTIONS
Tualatin Riverkeepers	Mr. Brian C. Wegener Riverkeeper	11675 SW Hazelbrook Road Tualatin, OR 97062	11675 SW Hazelbrook Road Tualatin, OR 97062	(503) 218-2580	brian@tualatinriverkeepers.org www.tualatinriverkeepers.org	[edit] [delete]
Hillsboro Parks & Recreation Rood Bridge Park	Ms. Maria Davila Bores Parks Project Specialist	4400 NW 229th Ave Hillsboro, OR 97124		(503) 681-5319 (503) 681-6124	Maria.DavilaBores@hillsboro-oregon.gov http://www.ci.hillsboro.or.us/ParksRec	[edit] [delete]
Metro Parks & Nature Farmington Road Boat Launch	Mr. Rodney Wojtanik Senior Parks Planner	600 NE Grand Portland, OR 97232		(503) 797-1846 (503) 797-1849	Rod.Wojtanik@oregonmetro.gov http://www.oregonmetro.gov/news/new-boat-launch-will-provide-access-tualati	[edit] [delete]
City of Tualatin Parks and Recreation 99W, Jurgens, Tualatin Community,	Mr. Rich Mueller Parks and Recreation	18880 SW Martinazzi Ave. Tualatin,		(503) 691-3064 (503) 691-9786	rmueller@ci.tualatin.or.us http://www.tualatinoregon.gov/recreation/tualatin-river-water-trail	[edit] [delete]

Brown Ferry Parks	Manager	OR 97062				
West Linn Parks and Recreation Fields Bridge Park, Willamette Park	Mr. Ken Worcester Parks & Recreation Director	22500 Salamo Road West Linn, OR 97068	(503) 557-4700 (503) 656-4106	kworchester@westlinnoregon.gov http://westlinnoregon.gov/parksrec/about-west-linn-parks		[edit] [delete]
Tigard Parks & Recreation Cook Park	Mr. Steve Martin Parks and Facilities Manager	13125 SW HALL BLVD. Tigard, OR 97223	(503) 718-2583 (503) 684-8840	steve@tigard-or.gov http://www.tigard-or.gov/community/parks.php		[edit] [delete]
City of Rivergrove Stark Boat Ramp	Ms. Sheri Richards City Manager	P.O Box 1104 Lake Oswego, OR 97035	(503) 639-6919 (503) 624-8498	sheri@cityofrivergrove.com http://cityofrivergrove.com/		[edit] [delete]
Washington County Sheriff Marine Patrol	Mr. Jerry Roley Marine Patrol Deputy	215 SW ADAMS, MS 32 Hillsboro, OR 97123	(503) 846-5955 (503) 846-2719	Jerry_Roley@co.washington.or.us http://www.co.washington.or.us/Sheriff/FightingCrime/Patrols/marine-patrol.		[edit] [delete]
Washington County Parks Eagle Landing Park	Mr. Carl Switzer Parks Superintendent	169 N 1st Ave Hillsboro, OR 97124	(503) 207-8760 (503) 846-4851	Carl_Switzer@co.washington.or.us http://www.co.washington.or.us/support_services/facilities/parks/		[edit] [delete]
Tualatin Riverkeepers	Mr. Mike Skuja Executive Director	11675 SW Hazelbrook Road Tualatin, OR 97062	503-218-2580	mike@tualatinriverkeepers.org www.tualatinriverkeepers.org		[edit] [delete]

[Add a contact](#)

Public Contact: Tualatin Riverkeepers [\[edit\]](#)

Section 4: Owner Consent and State Support

Type	Description	Filename
None Available		

[Click to Edit Section 4](#)

Section 5: Photo, Map and Logo

Map Filename: [42_Tualatin_Riverkeepers_Water_Trail_Map](#)[Descriptio](#)

Photo:



Paddling on the Tualatin River Water Trail

Photo Credit: John Driscoll

[Upload Photo](#), [Upload Map](#) or [Upload Logo](#)

Section 6: Additional Supporting Materials

Type	Description	URL/File name
Brochure	A Paddler's Access Guide to the Lower Tualatin River published by the Washington County Visitors Association in partnership with Tualatin Riverkeepers.	42_Tualatin_Riverkeepers_Water_Trail_Map_ParallelFold_New_Size_8.pdf
Website	Tualatin River Water Trail Web Page	http://tualatinriverkeepers.org/water-trail/
Website	Tualatin River Water Trail Facebook Page	https://www.facebook.com/TualatinRiverWaterTrail/?fref=ts
Website	Tualatin River Logjam and Navigation Report	http://tualatinriverpaddling.blogspot.com/
Website	Water Recreation in the Tualatin Valley	http://tualatinvalley.org/activities-attractions-outdoors/exploring-nature-wildlife/water-recreation/

[Click to Edit Section 6](#)

Section 7: Signature Page

Type	Description	URL/Filename
None Available		

[Click to Edit Section 7](#)

Jump to: [Top](#) • [Trail Information](#) • [BMP](#) • [Contacts](#) • [Owner Consent and State Support](#) • [Photo and Map](#) • [Additional Supporting Materials](#) • [Signature Page](#)

For questions and support, contact:

Corita K. Waters
NPS Rivers, Trails, and Conservation Assistance Program
Department of the Interior
202-354-6908
corita_waters@nps.gov



Application instructions can be found on the [NWTS site](#), which provides information and documents required for new applications. You may use this as a checklist to gather data for the online application. Basic information is entered on the application website, and supporting materials (maps, photos, etc.) can be uploaded but must be in standard electronic formats.

This application process is for trails on state, local, or private land, OR on federal land (outside the US Department of Agriculture). If your water trail is on National Forest, National Grassland, or other land managed by the Department of Agriculture, you should contact the US Forest Service National Recreation Trails Program.

The National Recreation Trails Program
American Trails, P.O. Box 491797, Redding, CA 96049-1797
Phone (530) 605-4395 • Fax: (530) 547-2035 •
nrt@americantrails.org • www.AmericanTrails.org



This online application and the NRT database are hosted and maintained by [American Trails](#).

AIS-2613

7.

Business Meeting

Meeting Date: 08/09/2016

Length (in minutes): 45 Minutes

Agenda Title: Quasi-Judicial Public Hearing SW 113th Comp Plan Amendment & Annexation - ZCA2016-00001 & CPA2016-00001

Submitted By: Cheryl Caines, Community Development

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

Publication Date: 04/28/2016

Information

ISSUE

Consider adoption of an ordinance to annex three parcels and adjacent right-of-way (approximately 7.5 acres) and an ordinance to change the zoning/Comprehensive Plan Designation from R-4.5 (Low Density Residential) to R-7 (Medium Density Residential). The parcels are located on SW 113th Avenue south of SW Durham Road.

STAFF RECOMMENDATION / ACTION REQUEST

Staff and the Planning Commission, by a vote of 7 to 1 in favor, recommend that City Council approve the proposed amendment and annexation.

KEY FACTS AND INFORMATION SUMMARY

Site & Vicinity Description

The site (approximately 7.5 acres) is made up of three parcels on the east and west sides of SW 113th Avenue about 700 feet south of SW Durham Road. The proposed annexation area also includes the adjacent SW 113th Avenue right-of-way. Each parcel is developed with a single-family home, which are served by septic and City of Tigard water. The site contains sensitive areas (drainageway and vegetated corridor).

Due to the area's proximity to Durham Road and Pacific Highway, it has a variety of zoning designations and development types. Properties to the north are generally within the City of Tigard with the exception of tax lot 300, which is within unincorporated Washington County. This parcel is zoned Washington County R24 (residential, 19 units/acre min. density, 24 units/acre max. density) and developed with an apartment complex, approved by Washington County in May 2014. Other properties to the north are zoned City of Tigard C-G (General Commercial) and R-25 (Medium High Residential). These sites are developed with apartments

and commercial buildings. Other zones in the area include Washington County R5 and R9 to the south and City of Tigard R-4.5 and R-2. Uses include single-family homes on lots of varying sizes and a mobile home park.

Access to the subject site and homes to the south is via SW 113th Avenue from SW Durham Road; there are no other connections to streets in the area. The public right-of-way for 113th extends approximately 500 feet south of the subject site before becoming a shared private access drive for homes close to the Tualatin River.

Proposal Description

The proposal is to annex three parcels and adjacent right-of-way (approximately 7.5 acres) located on SW 113th Avenue south of SW Durham Road into the City of Tigard. The site's current Washington County zoning is R-5, which when annexed automatically becomes City of Tigard R-4.5 zoning. The applicant is also requesting to amend the comprehensive plan map designation and zoning for the three parcels from Low Density Residential (R-4.5 zoning) to Medium Density Residential (R-7 zoning).

Planning Commission Recommendation

On June 20, 2016 and July 18, 2016 the Tigard Planning Commission held public hearings to consider the proposal and make a recommendation to Council. At the June 20th hearing staff presented the staff report and recommended approval of the proposal. The applicant's representative described their proposal and testimony was given by both opponents and proponents of the proposal. Due to a late arriving petition from neighboring property owners opposing the changes to the Comprehensive Plan designation and zoning, the applicant's representative requested a continuance. The public hearing was held open and continued to a time certain (July 18, 2016).

At the July 18th hearing, staff introduced written documentation received from the applicant and additional public comments into the record. The applicant was given time to speak and additional public testimony was received. Written comments and public testimony are discussed in greater detail in Section VIII of this report and in the minutes of the hearing. All testimony was considered by the Planning Commission as part of their deliberations. At the conclusion of their deliberations, the Planning Commission voted 7 to 1 in favor of a motion recommending City Council adopt the proposed amendment and annexation.

The Planning Commission recommendation to City Council is attached, as well as Planning Commission meeting minutes with information submitted at or prior to the Planning Commission hearings. Due to the complexity of the request and exhibits needed for each action requested, staff has attached a separate ordinance for each action (Comprehensive Plan Amendment CPA2016-00001 and Annexation ZCA2016-00001).

OTHER ALTERNATIVES

Deny the proposed amendment and annexation.

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

DATES OF PREVIOUS COUNCIL CONSIDERATION

None.

Fiscal Impact

Fiscal Information:

Not applicable.

Attachments

PC Recommendation to CC CPA2016-00001/ZCA2016-00001

Zoning Map of Surrounding Area

PC Minutes - June 20, 2016

Draft PC Minutes - July 18, 2016

CPA2016-00001 Proposed Ordinance

ZCA2016-00001 Proposed Ordinance

PowerPoint

**PLANNING COMMISSION RECOMMENDATION
TO CITY COUNCIL
FOR THE CITY OF TIGARD, OREGON**



120 DAYS = N/A

SECTION I. APPLICATION SUMMARY

FILE NO.: Comprehensive Plan Amendment (CPA) 2016-00001
Annexation (ZCA) 2016-00001

FILE TITLE: 113th Avenue Comprehensive Plan Amendment and Annexation

APPLICANTS & PROPERTY OWNERS: Vicki Craig
16325 SW 113th Ave.
Tigard, OR 97224

Alexander & Theresa Scott
16380 SW 113th Ave.
Tigard, OR 97224

Timothy Meskel
16285 SW 113th Ave.
Tigard, OR 97224

APPLICANT'S REP: Emerio Design
Annemarie Skinner
8285 SW Nimbus Ave., Suite 180
Beaverton, OR 97008

REQUEST: The proposal is to annex three parcels and adjacent right-of-way (approximately 7.5 acres) located on SW 113th Avenue south of SW Durham Road into the City of Tigard. The site's current Washington County zoning is R-5, which when annexed automatically becomes City of Tigard R-4.5 zoning. The applicant is also requesting to amend the comprehensive plan map designation and zoning for the three parcels from Low Density Residential (R-4.5 zoning) to Medium Density Residential (R-7 zoning).

LOCATION: 16285/16325/16380 SW 113th Ave.;
WCTM and Tax Lots 2S115AB01500, 2S115AB01400, and 2S115AB00500

**COMP PLAN
DESIGNATION/
ZONING**

DISTRICT: Existing Washington Co. Zoning: R5: Min. four units per acre/max. five units per acre
Converted City of Tigard Zoning: Low Density Residential (R-4.5)
Proposed City of Tigard Zoning: Medium Density Residential (R-7)

APPLICABLE REVIEW CRITERIA: Community Development Code Chapters: 18.320, 18.380, 18.390; Comprehensive Plan Goals 1, 2, 10, 11 and 14; Oregon Revised Statutes Chapter 222; Statewide Planning Goals 1, 2, 10, 11 and 14; and Metro Code Chapter 3.09

SECTION II PLANNING COMMISSION RECOMMENDATION

The Planning Commission recommends that the City Council adopt by ordinance the proposed Comprehensive Plan Map Amendment and Annexation, as determined through the public hearing process.

SECTION III BACKGROUND INFORMATION

Site & Vicinity Description

The site (approximately 7.5 acres) is made up of three parcels on the east and west sides of SW 113th Avenue about 700 feet south of SW Durham Road. The proposed annexation area also includes the adjacent SW 113th Avenue right-of-way. Each parcel is developed with a single-family home, which are served by septic and City of Tigard water. The site contains sensitive areas (drainageway and vegetated corridor).

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At the July 18th hearing, staff introduced written documentation received from the applicant public comments into the record. The applicant was given time to speak and additional public testimony was received. Written comments and public testimony are discussed in greater detail in Section VIII of this report and in the minutes of the hearing. All testimony was considered by the Planning Commission as part of their deliberations. At the conclusion of their deliberations, the Planning Commission voted 7 to 1 in favor of a motion recommending City Council adopt the proposed amendment and annexation.

SECTION IV. REVIEW PROCESS

This section outlines the application review process. The proposal includes an annexation and a comprehensive plan amendment/zone change. Section 18.320 of the Tigard Community Development Code (TCDC) states that annexations shall be processed by means of a Type IV procedure, which is a public hearing before the Tigard City Council.

Because the request also includes amending the zoning and comprehensive plan map designation for three specific sites, it is considered a quasi-judicial amendment. According to TCDC 18.380.030.A, zone changes that include a comprehensive plan map amendment shall be processed by a Type III-PC procedure. The Tigard Planning Commission shall make a recommendation to the Council, and the council shall decide the applications.

This application will be decided by Tigard Planning Commission making a recommendation to the Council using the review criteria outlined in the following sections of the Tigard Community Development Code:

- 18.320 Annexations
- 18.380 Zoning and Map Amendments
- 18.390 Decision Making Procedures (section 18.390.060.G)

SECTION V. APPLICABLE CRITERIA, FINDINGS AND CONCLUSIONS

This section contains all the applicable city, state and metro policies, provisions, and criteria that apply to the proposed comprehensive plan map amendment and annexation. Each section is addressed demonstrating how each requirement is met.

Tigard Community Development Code (Title 18)

Chapter 18.320: Annexations

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

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

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

Water – City of Tigard/Tigard Water District. The property lies within the Tigard Water Service Area. The existing homes are served by city water. There are existing water lines in SW 113th Avenue, adjacent to the site. There is adequate capacity to serve future homes.

Sewer – City of Tigard. The existing homes utilize septic tanks. Homes in the future subdivision will be served by extension of the existing public line east of the subject site. Based on comments from the City of Tigard Public Works Department – Engineering Division, sewer is available in the area and there is adequate capacity to serve the future homes. However, the applicant should note that the existing topography may make it difficult to adequately serve the area west of the deep ravine.

Stormwater – City of Tigard. Stormwater from the future development will be directed to an on-site facility before being released into the on-site creeks. Treatment and detention will be required in accordance with Clean Water Services standards. Detention will control the amount and flow rate of water into the creeks.

Streets – City of Tigard Engineering Division. The subject property is currently served by a public street (SW 113th Avenue). New public streets extending from 113th will be constructed as part of the development to serve future homes. Street improvements along the site's 113th Avenue frontage are also required for development. The properties are within the Washington County Urban Road Maintenance District and will be removed from the district upon annexation.

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

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

Parks–City of Tigard. The annexation and development of this property will not adversely impact the city's ability or capacity to provide parks. System Development Charges for Parks will be collected for any future homes constructed on the site.

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

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

FINDING: The applicable comprehensive plan policies and implementing provisions have been satisfied

as shown later in this report.

Chapter 18.380 Zoning Map and Text Amendments

Chapter 18.380.030.B. Standards for making quasi-judicial decisions. A recommendation or a decision to approve, approve with conditions or to deny an application for a quasi-judicial amendment shall be based on all of the following standards:

- 1 Demonstration of compliance with all applicable comprehensive plan policies and map designations;**
- 2. Demonstration of compliance with all applicable standards of any provision of this code or other applicable implementing ordinance; and**

FINDING: The applicable comprehensive plan policies/map designations, code provisions, and implementing provisions have been satisfied as shown later in this report.

3. Evidence of change in the neighborhood or community or a mistake or inconsistency in the comprehensive plan or zoning map as it relates to the property which is the subject of the development application.

The applicant submits there is a definite inconsistency between the property's current Washington County R5 zoning designation and the City of Tigard's map designation of R-4.5. In Washington County's R5 zone, the minimum lot size is 5,500 square feet whereas in the City of Tigard's R-4.5 zone, the minimum lot size is a much larger 7,500 square feet. If the property were to stay in Washington County and develop under Washington County guidelines, the maximum number of lots allowed is 37. Even with the proposed map change to R-7, the maximum number of lots allowed by the City of Tigard's R-7 zone for this property is only 33 which is less than what the County's guidelines would allow. Under the City of Tigard's R-4.5 zone, the maximum number of lots allowed is 22. The applicant states that the City's R-7 zone is much more consistent with the County's R5 zone.

Chapter 18.390: Decision-Making Procedures

Chapter 18.390.060.G. Decision-making considerations. The recommendation by the Commission and the decision by the Council shall be based on consideration of the following factors:

- 1. The Statewide Planning Goals and Guidelines adopted under Oregon Revised Statutes Chapter 197;**
- 2. Any federal or state statutes or regulations found applicable;**
- 3. Any applicable Metro regulations;**
- 4. Any applicable comprehensive plan policies; and**
- 5. Any applicable provisions of the City's implementing ordinances.**

FINDING: Findings and conclusions are provided within this report for the applicable factors listed above for a Type IV review.

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

The City's Comprehensive Plan incorporated the Statewide Planning Goals and was acknowledged by the state as being in compliance with state law; therefore, the Statewide Goals are addressed under the Comprehensive Plan Policies Sections. The following Statewide Planning Goals are applicable: Goal 1: Citizen Involvement; Goal 2: Land Use Planning; Goal 10: Housing and Goal 14: Urbanization.

Applicable federal or state statutes or regulations;

FINDINGS:

ORS 222:

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

ORS 222.120 requires the city to hold a public hearing before its legislative body (City Council) and provide public notice to be published once each week for two successive weeks prior to the day of the hearing, in a newspaper of general circulation in the city, and shall cause notices of the hearing to be posted in four public places in the city for the same two week period. Because this application also includes an amendment to the comprehensive plan map designation, the process also includes a public hearing with the Tigard Planning Commission. A recommendation is made by the Commission to Tigard City Council.

The owners and registered voters of the subject parcels have signed petitions for annexation to the City. The site is contiguous to the City's boundary. The City mailed notice on May 26, 2016, and published public notice in *The Tigard Times* for two successive weeks (June 9 and June 16, 2016) prior to the June 20, 2016/July 26, 2016 public hearings, and posted the hearing notice for public view on June 1, 2016 in the Tigard Library, Tigard City Hall, Tigard Permit Center, and at the site on SW 113th Avenue. For the August 9, 2016 hearing the notice was mailed and posted on July 19, 2016 and published in *The Tigard Times* for two successive weeks (July 28 and August 4, 2016).

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

OAR 660-012-0060 (Transportation Planning Rule):

State law (ORS 197.646) requires that local governments comply with statewide planning goals and rules adopted to implement them when they consider plan amendments. The Transportation Planning Rule (TPR) implements Statewide Planning Goal 12 (Transportation) which requires local governments to plan for a safe, convenient, and adequate transportation system. Before approving plan or zone changes, cities and counties must determine whether existing transportation facilities and planned improvements will provide adequate capacity to support the new development that would be allowed by the proposed land use changes. If there is not adequate planned capacity, a "significant effect" occurs. When a city or county finds there is a significant effect, it must take steps to put land use and transportation in balance. Ways to do this include: adding planned transportation facilities or improvements, limiting land use or modifying performance standards to tolerate additional congestion.

The applicant has requested a change from R-4.5 (Low Density Residential) to R-7 (Medium Density Residential). Both zones allow single-family and duplex development along with some civic uses conditionally. The requested zone change would result in seven (7) additional units. If the site were developed with single-family detached homes (worst case scenario), these seven (7) units would be anticipated to generate 70 additional daily trips, of which seven trips would be during the peak hour. This trip generation would be less than the TCDC 18.810CC thresholds of 300 trips per day or 50 trips per peak hour above which a traffic impact study would be required for impacts to an ODOT facility. In addition, any future development will be required to improve the SW 113th Avenue frontage to current street standards and pay fees to mitigate impacts to the transportation system.

CONCLUSION: Staff finds that a significant effect does not occur with the proposed changes; therefore the provisions of OAR 660-012-0060 have been met.

Applicable Metro regulations;

Metro 3.09.045 (d) and (e)

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

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

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

The proposed annexation is not being reviewed through an expedited process, but subsections (d) of Metro Code 3.09.050 requires that the standards of 3.09.045 (d) & (e) be addressed.

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

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

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

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

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

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

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

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

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

and the applicable goals and policies were addressed previously in this report. The proposed annexation is consistent with the Tigard Public Facility Plan.

(E) Any applicable comprehensive plan; and

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

(2) Consider whether the boundary change would: (A) Promote the timely, orderly and economic provision of public facilities and services; (B) Affect the quality and quantity of urban services; and (C) Eliminate or avoid unnecessary duplication of facilities or services. The proposed annexation will allow urban services to be provided to the site for future homes. In addition, Tigard Police will serve the site instead of Washington County Sherriff. TVF&R will continue to provide service as it is a county-wide provider.

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

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

Metro 3.09.050 (b)

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

A draft staff report was available June 6, 2016, fifteen days prior to the public hearing.

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

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

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

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

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

The public hearings will took place on June 20/July 18/August 9, 2016. If the Council adopts findings to approve CPA2016-00001 and ZCA2016-00001, the effective date of the annexation will be upon filing with the Secretary of State office in accordance with Oregon Revised Statutes (ORS 222.180).

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

The proposed boundary change meets the applicable criteria as demonstrated by the application and supporting materials submitted by the applicant and evaluated in this staff report.

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

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

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

Applicable Comprehensive Plan Policies;

Policies applicable to both the Comprehensive Plan Amendment and Annexation:

Chapter 1: Citizen Involvement

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

Policy 2 The City shall define and publicize an appropriate role for citizens in each phase of the land use planning process.

Policy 5 The opportunities for citizen involvement provided by the City shall be appropriate to the scale of the planning effort and shall involve a broad cross-section of the community.

FINDING: Citizens, affected agencies, and other jurisdictions were given the “opportunity to participate in all phases of the planning process.” Several opportunities for participation are built into the application review process, including:

- Public Hearing notification requirements pursuant to Chapter 18.390.060 of the Tigard Community Development Code. Public hearing notice of the Planning Commission and City Council public hearings was sent to the interested parties list and all property owners within 500 feet of the subject parcels (May 26, 2016 and July 19, 2016) and posted in City Hall, Permit Center and the Tigard Public Library (June 1, 2016 and July 19, 2016).
- Notices were published in the June 9, June 16, July 28, and August 4, 2016 issues of The Tigard Times (in accordance with Tigard Development Code Chapter 18.390 & Metro Code 3.09.050). The notice invited public input and included the phone number of the review staff to answer questions.
- The site was posted with notice boards on June 1, 2016 and July 19, 2016.
- Posting on the City’s web site (June 6, 2016) and updated July 19, 2016.

CONCLUSION: Based on the findings above, Tigard Comprehensive Plan Goal 1.1 Policies 2 and 5 are met.

Policies related to the proposed Comprehensive Plan Amendment:

Chapter 2: Land Use Planning

Goal 2.1 Maintain an up-to-date Comprehensive Plan, implementing regulations and action plans as the legislative basis of Tigard's land use planning program.

Policy 3 **The City shall coordinate the adoption, amendment, and implementation of its land use program with other potentially affected jurisdictions and agencies.**

Potentially affected jurisdictions and agencies were given an opportunity to comment on the proposed annexation and zone change. Any comments that were received are addressed in Section VI: Outside Agency Comments. This policy is met.

Policy 15 **In addition to other Comprehensive Plan goals and policies deemed applicable, amendments to Tigard's Comprehensive Plan/Zone Map shall be subject to the following specific criteria:**

A. Transportation and other public facilities and services shall be available, or committed to be made available, and of sufficient capacity to serve the land uses allowed by the proposed map designation;

The subject site's parcels are currently served by the existing public street SW 113th Avenue, which is a local street. New public streets extending from 113th will need to be constructed to serve future homes. Right-of-way dedication and street frontage improvements along SW 113th Avenue will also be required as part of any future development.

The proposed plan map change is from the City of Tigard's R-4.5 zone to the R-7 zone. The applicant proposes to develop the site into a maximum of 29 lots. The maximum number of lots allowed under the R4.5 zone is 22, thus the applicant's proposal exceeds the R4.5 maximum by seven lots. If the site were developed with single-family detached homes (worst case scenario), these seven (7) units would be anticipated to generate 70 additional daily trips, of which seven trips would be during the peak hour. This trip generation would be less than the TCDC 18.810CC thresholds of 300 trips per day or 50 trips per peak hour above which a traffic impact study would be required for impacts to an ODOT facility. There is adequate capacity in the system to accommodate these additional trips. A traffic impact study will be conducted as part of the development application to identify and address traffic issues. This analysis is required for development under either the R-4.5 or R-7 zoning.

B. Development of land uses allowed by the new designation shall not negatively affect existing or planned transportation or other public facilities and services;

The subject parcels are currently in Washington County with an R5 zoning designation. If developed the site allows for a maximum of 37 units (minimum size of 5,500 square feet) under the current County zoning, 22 units under the City converted R-4.5 zoning (minimum lot size of 7,500 square feet), and 29 units under the applicant's proposed R-7 zoning (minimum lot size of 5,000 square feet). All of the designations allow detached dwellings as a permitted land use. The proposal as submitted calls for seven more detached dwellings than would otherwise be built under the City's R-4.5 zoning, but is eight fewer than under the property's present R5 zoning in the County.

The subject property is accessed from SW 113th Avenue, a local street serving properties in the area. This includes the commercial and multifamily development to the north and approximately fifteen single-family homes south of the subject property. As part of development, the applicant is required to construct street improvements and dedicate needed right-of-way to bring SW 113th Avenue up to local street standards. In addition, a traffic study will be performed as part of the subdivision application. The traffic study will give recommendations for any mitigation that may be necessary as a result of this development

Other public facilities have adequate capacity to serve the additional seven units allowed under the proposed R-7 zoning. The applicant will extend public lines to serve future homes.

C. The new land use designation shall fulfill a proven community need such as provision of needed commercial goods and services, employment, housing, public and community services, etc. in the particular location, versus other appropriately designated and developable properties;

The applicant submitted data sheets from Altos Research that demonstrate the strong seller's market currently being experienced all over the Portland and greater Portland area. The Market Action Index is a metric to evaluate and compare this market data. The figure of -30 indicates a buyer's market, 0 indicates an even market and +30 indicates a seller's market. The data shows a 65.6 Market Action Index in the Portland Metro Area, and that the market recently went below the 1,000-home availability level for inventory with approximately 742 homes on the market in the Portland area. Data for Tigard specifically shows a Market Action Index of 50.3 with only 138 single-family homes currently available for purchase. According to the applicant local real estate agents have recorded a huge demand for single-family housing all over the City and stated that new houses just can't be built quickly enough to fulfill the demand.

D. Demonstration that there is an inadequate amount of developable, appropriately designated, land for the land uses that would be allowed by the new designation;

In the near vicinity and referring to Exhibit A1 of the applicant's supplemental narrative, it can be seen that many areas surrounding the site are fully developed – meaning there is a limited supply in the area. The parcels to the east are developed housing projects, the area to the northeast is a developed apartment complex, the area to the south is developed as large-lot single-family dwelling units and the area to the west is a developed mobile/manufactured home park.

E. Demonstration that land uses allowed in the proposed designation could be developed in compliance with all applicable regulations and the purposes of any overlay district would be fulfilled;

Both the proposed R-7 and the designated R-4.5 are residential zones with largely the same regulations for single-family residential subdivisions. The difference is the minimum lot size (R-7 is 5,000 square feet and R-4.5 is 7,500 square feet) and density (R-7 will allow for a maximum of 29 lots and the R-4.5 allows for a maximum of 22 lots). A conceptual layout has been submitted showing the subdivision can be developed to be in compliance with all of the applicable R-7 regulations. The site does not have any overlay districts, although there are vegetated corridor/sensitive areas crossing the property which have been delineated by a professional environmental consultant and will be deemed as non-buildable areas. Any proposed subdivision would have to be designed around these areas. This policy is met.

F. Land uses permitted by the proposed designation would be compatible, or capable of being made compatible, with environmental conditions and surrounding land uses; and

The proposed zone would allow uses compatible with adjacent uses; including single-family detached homes. The property is surrounded by residential uses with the exception of the commercial use to the northwest of the subject site. There is no overlay district on the subject properties. There are vegetated corridor/sensitive areas crossing the property which have been delineated by a professional environmental consultant and will be deemed as non-buildable area. Any proposed subdivision would have to be designed around these areas. This policy is met.

G. Demonstration that the amendment does not detract from the viability of the City's natural systems.

The subject property has a total of approximately 88,460 square feet of vegetated corridor/sensitive area as determined by a professional environmental consultant. All of this area is proposed to be preserved, with the exception of a single suspended bridge crossing across the creek to provide access to the residential lots on the west side of the creek.

The proposed amendment from R-4.5 to R-7 does not in any way affect the vegetated corridor/sensitive area. This area has to be preserved regardless of the zoning designation. Regulations protecting the resource are the same for both R-4.5 and R-7 zoning.

Policy 16 **The City may condition the approval of a Plan/Zoning map amendment to assure the development of a definite land use(s) and per specific design/development requirements.**

Staff has no conditions of approval to recommend.

CONCLUSION: Based on the findings above, Tigard Comprehensive Plan Goal 2.1 Policies 3, 15, and 16 are met.

Chapter 10: Housing

Goal 10.1 *Provide opportunities for a variety of housing types at a range of price levels to meet the diverse housing needs of current and future City residents.*

Policy 1 **The City shall adopt and maintain land use policies, codes, and standards that provide opportunities to develop a variety of housing types that meet the needs, preferences and financial capabilities of Tigard’s present and future residents.**

Currently, approximately 69% of land is zoned for residential land uses. In 2013 the Council adopted a Housing Strategies report prepared by Angelo Planning Group and Johnson & Reid in support of the Periodic Review update to Goal 10, Housing. Background data for this report illustrated that at that time the city had about twice as much buildable land in areas zoned R-4.5 (149.5 net buildable acres) than in areas zoned R-7 (72.1 net buildable acres). The report analyzed the city’s current and future housing needs. The land supply meets the projected 20-year need for 6,550 new housing units in the city. However, this assumes the potential to build mostly attached or multi-family units in every zone above R-2, which leaves relatively little capacity to accommodate the projected need for single-family detached housing in some of these same zones. Once these detached units are accommodated, then the actual achieved housing capacity is less. Therefore, the proposed change to R-7 could provide additional capacity. This policy is met.

CONCLUSION: Based on the findings above, Tigard Comprehensive Plan Goal 10.1 Policy 1 is met.

Goal 10.2 *Maintain a high level of residential livability.*

Policy 5 **The City shall encourage housing that supports sustainable**

development patterns by promoting the efficient use of land, conservation of natural resources, easy access to public transit and other efficient modes of transportation, easy access to services and parks, resource efficient design and construction, and the use of renewable energy resources.

The site is adjacent to an area with commercial services and transit is available along SW Pacific Highway (approximately 1/3 of mile from the site). There are vegetated corridor/sensitive areas crossing the property which have been delineated by a professional environmental consultant and will be deemed as non-buildable area. Through a Planned Development process the applicant could develop the property in a sustainable pattern that promotes the efficient use of land and conservation of natural resources while also accommodating the higher density allowed by the zone change.

Policy 7 The City shall ensure that residential densities are appropriately related to locational characteristics and site conditions such as the presence of natural hazards and natural resources, availability of public facilities and services, and existing land use patterns.

The site does include a natural resource (drainageway). Both the R-4.5 zone and R-7 zones allow development of the site if the applicant can demonstrate compliance with Clean Water Services regulations. Through a Planned Development process the applicant could develop the property in a sustainable pattern that promotes the efficient use of land and conservation of natural resources while also accommodating the higher density allowed by the zone change.

CONCLUSION: Based on the findings above, Tigard Comprehensive Plan Goal 10.2 Policies 5, and 7 are met.

Policies related to the proposed Annexation:

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

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

Stormwater will be collected, treated and released into the on-site creeks. A downstream analysis will be necessary as part of the subdivision application to determine what improvements must be provided by the applicant to accommodate the increased stormwater.

CONCLUSION: Based on the findings above, Tigard Comprehensive Plan Goal 11.1 Policy 4 is met.

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

Policy 4 **The City shall require a property to be located within the City limits prior to receiving City wastewater services.**

City of Tigard sanitary service is available to the east of the site. All future public lines within the proposed subdivision will be owned and maintained by the City of Tigard. The applicant will not receive City services prior to annexation.

CONCLUSION: Based on the findings above, Tigard Comprehensive Plan Goal 11.3 Policy 4 is met.

Goal 14.1 Implement the Tigard Urban Services Agreement through all reasonable and necessary steps, including the appropriate annexation of unincorporated properties.

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

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

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

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

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

- A. can be accommodated by the City’s public facilities and services:**
- and**
- B. is consistent with applicable state statute.**

The availability of the City’s public facilities and services has been addressed above under 18.320.020.B, consistent with this policy. As reviewed earlier in this report, staff finds that the provisions of ORS 222 have been met, consistent with this policy.

Policy 4 **The City shall evaluate and may require that parcels adjacent to the proposed annexations be included to:**

- A. avoid creating unincorporated islands within the City;**
- B. enable public services to be efficiently and effectively extended to the entire area; or**
- C. implement a concept plan or sub-area master plan that has been approved by the Planning Commission or City Council.**

The proposed annexation creates an unincorporated island within the City made up of one parcel (tax lot 300) north of the site on the east of SW 113th Avenue. To avoid this, the City sent invitations to all adjacent owners to join

the annexation but did not receive any requests to join. Services can be efficiently provided by extending lines from adjacent sites or streets. The site is not part of a concept plan or sub-area master plan.

CONCLUSION: Annexation of additional parcels is not necessary at this time. The city has coordinated with all jurisdictions and agencies within/near the annexation site. The City of Tigard has the services/facilities available and at adequate capacity to serve the site. The proposed annexation is consistent with Tigard Comprehensive Plan Goal 14.1 Policies 1, 2, 3, and 4 are met.

Any applicable provisions of the City's implementing ordinances.

FINDINGS: Applicable criteria from the Tigard Community Development Code (Title 18) have been addressed previously in this report. The only additional City ordinance related to the proposal is Resolution 15-07. This resolution extended previously approved incentives for property owners that voluntarily annex into the city limits for reasons that do not include the need for city services. These incentives include waiver of the annexation application fee, assistance with paperwork and, phasing in of increased property taxes. Because the annexation is needed to serve the site for future development, these incentives cannot be extended to the applicant. As demonstrated in previous sections of this report, the proposed annexation is consistent with all other applicable provisions of the Tigard Development Code.

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

SECTION VI. ADDITIONAL CITY STAFF COMMENTS

The City of Tigard's Building Division, Police and Public Works Department had an opportunity to review this proposal and had no objections.

The City of Tigard's Public Works Engineering Division has reviewed the proposal and provided comments regarding streets, water, and sewer. No capacity issues were noted. Comments include:

- street improvements along the site's SW 113th frontage will be required with development
- sanitary sewer is available in the area but topography may make it difficult to serve the entire site
- water is available in SW 113th Avenue

SECTION VII. OUTSIDE AGENCY COMMENTS

The following agencies/jurisdictions had an opportunity to review this proposal and did not respond: **Metro Land Use and Planning, Clean Water Services, Tigard Tualatin School District #23J, Washington County Department of Land Use and Transportation, Oregon Department of Land Conservation and Development, Oregon Department of Transportation Region 1.**

Utility providers such as **Century Link, Portland General Electric, NW Natural Gas, Frontier Communications, and Comcast** were notified of the proposal. Only Frontier responded with a request for the developer to contact Frontier's office.

SECTION VIII. INTERESTED PARTIES COMMENTS

Written comments were received from one neighboring property owner during the review period; these comments were included in the Staff Report to the Planning Commission. These comments were passed along to the applicant. A written response to the commenter was not received, but the applicant noted that these concerns would be addressed during the public hearing. The comments are related to the current request to annex and amend the zoning/comp plan designation, while others are more related to future development. Only comments related to the current proposal can be considered. Staff responded in writing stating that compliance/consistency with city/regional/state requirements must be satisfied and that regulations related to development will be addressed in future applications.

A petition against rezoning the property was received the day of the June 20th public hearing (Exhibit A of the June 20, 2016 Planning Commission meeting minutes). Additional written comments were received from three neighboring property owners the day of the July 18th public hearing, in addition to an updated petition against rezoning the property that was signed by additional petitioners (Exhibits A-D of the draft July 18, 2016 Planning Commission meeting minutes).

The Planning Commission received and considered both written and oral comments from residents and stakeholders as part of their deliberations on July 18, 2016.

Written comments were submitted by the following interested parties:

- Todd Ouzts, 16425 SW 113th Ave., Portland, OR 97224, including a petition signed by 28 neighboring residents/property owners
- Robert Began, 16795 SW 113th Ave., Tigard, OR 97224
- Ramona Steel, 16440 SW 113th Ave., Tigard, OR 97224
- Vicki Craig (16325 SW 113th Ave., Portland, OR 97224), Tim & Kelia Meskel (16285 SW 113th Ave., Tigard, OR 97224), and Al & Theresa Scott (16380 SW 113th Ave., Tigard, OR 97224) – one letter signed by site property owners

Oral comments were submitted by the following individuals:

- Olivia Derringer, 16425 SW 113th Ave., Portland, OR 97224
- Todd Ouzts, 16425 SW 113th Ave., Portland, OR 97224
- Robert Prokop, 16445 SW 113th Ave., Tigard, OR 97224
- Vicki Craig, 16325 SW 113th Ave., Portland, OR 97224
- Dustin Pheif, 1 Jefferson Pkwy. #211, Lake Oswego, OR 97035
- Dave Hopkins, 4300 Orchard Wy., Lake Oswego, OR 97035
- Connie Krueger, 16785 SW 113th Ave., Portland, OR 97224

Listed below are the main highlights from the oral and written comments received. The full text of all comments can be found in the project file and Planning Commission minutes of June 20 and July 18, 2016.

Testimony in favor, received from one of the site property owners, notes there is a limited amount of land in the Tigard area and that the homes will be a good addition to the neighborhood and Tigard.

Testimony in opposition, received from neighbors, identify the following concerns:

- Residents in the neighboring mobile home park (Royal Villa) were not notified of the proposal
- Increased traffic (Durham and 113th) and on-street parking on SW 113th
- Loss of wildlife habitat and trees
- Loss of livability due to more residents/noise/litter/crime/smaller lots not in keeping with neighborhood character
- Impacts to on-site creeks
- Not opposed to development, just development at a higher density

The Planning Commission was presented copies of all written comments and heard all oral testimony before a motion to recommend approval of the proposed amendments. Overall, the Planning Commission found the project to meet all relevant approval criteria pertaining to the issues raised by the public.

SECTION IX. CONCLUSION

As demonstrated by the findings above, the proposed changes comply with the applicable Statewide Planning Goals, applicable regional, state and federal regulations, the Tigard Comprehensive Plan, and applicable provisions of the City’s implementing ordinances.

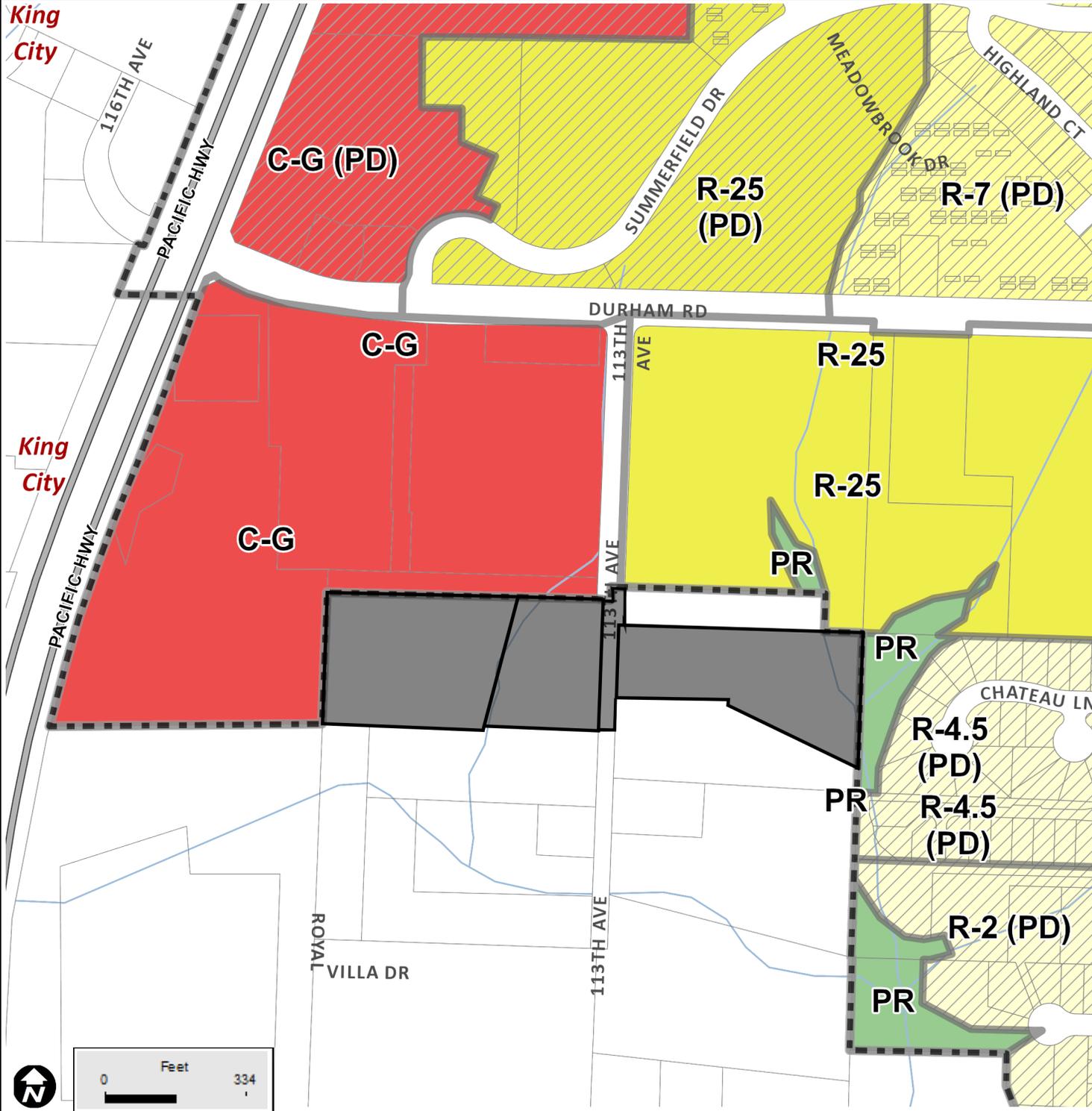
Therefore, the Planning Commission recommends that the City Council adopt by ordinance the proposed Comprehensive Plan Amendment and Zone Change, as determined through the public hearing process.


PREPARED BY: Cheryl Caines
Associate Planner

July 27, 2016
DATE


APPROVED BY: Tom McGuire
Assistant Community Development Director

July 27, 2016
DATE



Zoning Map

Generalized Zoning Categories

Zoning Description

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

Overlay Zones

- Historic District Overlay
- Planned Development Overlay

Subject Site



Map printed at 11:21 AM on 25-May-16

Information on this map is for general location only and should be verified with the Development Services Division.

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

COMMUNITY DEVELOPMENT DEPARTMENT



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



**CITY OF TIGARD
PLANNING COMMISSION
Meeting Minutes
June 20, 2016**

CALL TO ORDER

President Fitzgerald called the meeting to order at 7:00 p.m. The meeting was held in the Tigard Civic Center, Town Hall, at 13125 SW Hall Blvd.

ROLL CALL

Present: President Fitzgerald
Alt. Commissioner Enloe
Commissioner Hu
Commissioner Jelinek
Commissioner Lieuallen
Commissioner Middaugh
Commissioner Muldoon
Commissioner Schmidt

Absent: Vice President Feeney
Commissioner McDowell
Alt. Commissioner Mooney

Staff Present: Tom McGuire, Assistant Community Development Director; Cheryl Caines, Associate Planner; Monica Bilodeau, Associate Planner; Greg Berry, Project Engineer; Joe Patton, Sr. Admin. Specialist

COMMUNICATIONS – None.

CONSIDER MINUTES

May 23, 2016 Meeting Minutes: President Fitzgerald asked if there were any additions, deletions, or corrections to the May 23 minutes; there being none, Fitzgerald declared the minutes approved as submitted.

OPEN PUBLIC HEARING

President Fitzgerald opened the public hearing.

**SW 113th COMPREHENSIVE PLAN AMENDMENT (CPA2016-00001) &
ZONE CHANGE ANNEXATION (ZCA2016-00001)**

REQUEST: The proposal is to annex three parcels and adjacent right-of-way (approximately 7.5 acres) located on SW 113th Avenue south of SW Durham Road into the City of Tigard. The site's current Washington County zoning is R-5, which when annexed automatically becomes City of Tigard R-4.5 zoning. The applicant is also requesting to amend the comprehensive plan map

designation and zoning for the three parcels from Low Density Residential (R-4.5 zoning) to Medium Density Residential (R-7 zoning). **LOCATION:** 16285/16325/16380 SW 113th Ave.; Washington County Tax Assessor's Map 2S115AB; Tax Lots 1500, 1400, and 500. **COUNTY ZONES:** R5: Residential, 4 units/acre minimum density, 5 units/acre maximum density. **EQUIVALENT CITY ZONE:** R-4.5: Low Density Residential District. **PROPOSED CITY ZONE:** R-7: Medium Density Residential District. **APPLICABLE REVIEW CRITERIA:** Community Development Code Chapters: 18.320, 18.380, 18.390; Comprehensive Plan Goals 1, 2, 10, 11 and 14; Oregon Revised Statutes Chapter 222; Statewide Planning Goals 1, 2, 10, 11 and 14; and Metro Code Chapter 3.09

QUASI-JUDICIAL HEARING STATEMENTS

President Fitzgerald read the required statements and procedural items from the quasi-judicial hearing guide. There were no abstentions; there were no challenges of the commissioners for bias or conflict of interest. Ex-parte contacts: None. Site visitations: Commissioners Lieuallen, Muldoon and Hu. No one wished to challenge the jurisdiction of the commission.

STAFF REPORT

Cheryl Caines, City of Tigard Associate Planner, gave the staff report (staff reports are available to the public online one week before public hearings). She gave a brief overview of the proposal site and annexation. There are existing services available that can handle the increase in demand. She showed a chart comparing Washington County R-5 zoning which allows 37 lots to both Tigard R-4.5 which allows 22 lots and R-7 zoning allowing 32 lots. Cheryl entered into the record a petition from 14 neighboring property owners (**Exhibit A**) voicing the same concerns previously submitted during the review process and addressed in the staff report. She also entered into the record a letter from ODOT (**Exhibit B**) stating there is no significant impact to Highway 99W. She stated that staff has reviewed the proposal and comments received and recommends that the Planning Commission recommend approval of the proposed Comprehensive Plan Amendment and Zone Change Annexation based on the findings that are contained in the staff report.

QUESTIONS

Can you address the sewer addition and what will change when the extension happens?

Sanitary sewer is available, there is a main line at the east side of SW 113th and there is capacity to handle additional development. The applicant will be required to extend the sewer line to serve both sides of street prior to development. They will need to show the utilities are deep enough to serve the west side of the development.

Why would someone want to be annexed into the City? *The City will not provide services to develop outside of the City boundaries. They are already served by Tigard water, but sanitary sewer service requires annexation.*

The strip of land north that was developed by the county, they were allowed to connect to sanitary services? *Greg explained that the property was completely within the county boundaries and a Clean Water Services line already existed, so they were able to connect to that line and develop without annexation. In the proposed area the City's sanitary lines are required to be used.*

With regard to environmental issues, tree removal and wildlife habitat, are there any mitigation requirements? *The applicant is not proposing any development of sensitive lands at this time, so there are no requirements. There could be requirements once the subdivision is proposed.*

Is annexation voluntary, is there ever a case when the City requires it? *It is always voluntary, but the City will not provide services to properties outside its boundaries. Typically the City does not actively seek annexation of property, but when annexation is requested surrounding property owners are asked if they would like to annex as well.*

Were the residents of the adjacent mobile home park notified? *We only notify property owners, so in this case they were not notified unless the property owner shared the information.*

Can you tell me why the Washington County R-5 zoning automatically converts to Tigard R-4.5 when it appears to be more consistent with Tigard R-7 zoning? *That is why the applicant is requesting the zone change. There is a discrepancy between the narrative and the table in the Code for the low density zoning. It can be looked at legislatively for future changes.*

APPLICANT'S PRESENTATION

Ann Marie Skinner, Emerio Design noted the developer had received the petition an hour before the hearing and asked for a continuance of the hearing. After a brief discussion, President Fitzgerald stated public testimony would be accepted at this hearing as citizens had appeared and signed up to testify. After the testimony the hearing would be continued to a later date. The applicant agrees with the findings and conditions as outlined in the staff report. She addressed the change in zoning noting that Washington County R-7 zoning allows for 37 lots, they are only proposing 29. To address the concern about adequate parking a traffic engineer reviewed the SW 113th site and no vehicles were parked on the roadway along the proposed site during the visits. The proposed subdivision will include roadway improvements. It is typical that vehicles associated with the new subdivision would park within the new subdivision and not along SW 113th. An environmental consultant visited the site four to five times and has completed an assessment which will need to be submitted to Clean Water Services for their final approval. It has received preliminary approval as the vegetative corridor has been delineated and none of that area will be developed regardless of final zoning approval. The only thing that will take place in that corridor is a single bridge crossing to provide access to the farthest west parcel. The strip to the north of the property is owned by a commercial development firm and the developer was unable to purchase it as they are unwilling to sell it. The type of bridge proposed will have a low impact and will have sewer and water lines suspended at the bottom of it that will not be visible. To address the concern about privacy and decreased property values, she noted the same improvements have to be made regardless of zoning. The sewer and water lines have to be extended, improvements to SW 113th will have to be made, and a new arterial street and bridge will have to be built the same way. The developer is willing to stipulate no more than 29 lots. His desire is not to maximize lots, but rather build an upscale, valuable subdivision that is economically viable to build. Housing is needed in the area and Washington County has a rule requiring any development of property within 200 feet of a sewer line must connect to the line. The property must be annexed into Tigard to connect to its sewer line.

QUESTIONS

If we do not allow annexation, that property is undevelopable? *Yes.*

TESTIMONY IN FAVOR –

Vicki Craig, 16325 SW 113th Avenue, owns one of the properties in consideration of the zone change to R-7. The developer builds quality homes. She has discussed with surrounding neighbors and many of them are in support of the development and either in the process or considering selling their property for development. There is a limited amount of land in the Tigard area. They have done research on traffic and the environment in the area and she sees no reason not to approve and change zoning to R-7.

TESTIMONY IN OPPOSITION –

Belinda Deringer, 16425 SW 113th Avenue, believes the property can be developed regardless of annexation. Her big concern is that this will have an impact on the City. It is a developed community, it has no greenspace, and the residents will be using the creek as a playground. Building a bridge over the creek will have a detrimental impact on the environment. The zone comparison chart does not make sense and she believes the zoning should be kept to R-4.5.

Robert Prokop, 16445 SW 113th Avenue, is concerned about the wetlands and the creek running through the property. The shopping center development resulted in creek damage. Building a bridge over the creek will not protect it, but rather encourage use as a playground. It is also a dead end street and will be inundated with traffic both there and in the surrounding area. If any development happens he prefers it to be as low as possible.

Todd Ouzts, 16425 SW 113th Avenue, fully supports selling and development of property. They bought their property for its livability and low crime. The chart on differences in zoning doesn't make sense to him. There are a number of large trees on the property, the creek. A lot of wildlife can be found there. The reason for R-7 zoning is greed and the City needs to determine livability is more important.

PUBLIC HEARING CLOSED

President Fitzgerald continued the hearing to July 18, 2016, per the applicant's request, to allow the applicant and staff time to respond to the petition. Additional public testimony will be accepted as well.

OPEN PUBLIC HEARING

RIVER TERRACE EAST MODIFICATION

PLANNED DEVELOPMENT REVIEW (PDR) 2016-00001; SUBDIVISION REVIEW (SUB) 2016-00004; SENSITIVE LANDS REVIEW (SLR) 2016-00004; TEMPORARY USE PERMITS (TUP) 2016-00005 thru 00011

REQUEST: The applicant requests a modification to the approved River Terrace East Planned Development (PDR2015-00006). The modification in summary will add 13 homes to the 211-units already approved, the neighborhood park is increased to 1.26 acres, the addition of nine temporary use permits for eight model homes and one sales trailer, phasing is proposed, minor adjustments to internal streets, rear yard setback adjustment to all interior lots to ten feet for detached single family homes and five feet for attached row homes, and a request for early

grading authorization. **LOCATION:** East side of SW Roy Rogers Road south of SW Scholls Ferry Road; Washington County Tax Map 2S106000, Tax Lots 1000, 1100, 1101, 1400, 1401, 3400, 3800; and 2S106AD00100. **ZONES:** R-4.5, R-7 and R-12, Low, Medium, and Medium-High Density Residential Designations. **APPLICABLE REVIEW CRITERIA:** Community Development Code Chapters 18.350, 18.390, 18.430, 18.510, 18.660, 18.705, 18.715, 18.725, 18.745, 18.765, 18.775, 18.785, 18.790, 18.795 and 18.810.

QUASI-JUDICIAL HEARING STATEMENTS

President Fitzgerald read the required statements and procedural items from the quasi-judicial hearing guide. There were no abstentions; there were no challenges of the commissioners for bias or conflict of interest. Ex-parte contacts: None. Site visitations: Commissioners Lieuallen, Mooney, Fitzgerald, Hu, Schmidt, Middaugh. No one wished to challenge the jurisdiction of the commission.

STAFF REPORT

Monica Bilodeau, City of Tigard Associate Planner, gave the staff report (staff reports are available to the public online one week before public hearings). She gave a project summary and presentation showing the proposed changes. Staff has thoroughly reviewed the modifications and recommends approval subject to the conditions of approval in the staff report.

QUESTIONS

Is the Traffic Impact Study referenced in Condition 17 of the staff report available for review? *Yes, it is in the public record for the previous approval.*

APPLICANT'S PRESENTATION

Fred Gast, Polygon Northwest – thanked staff for their work on the proposal and for the Planning Commissioner's time. The goal is to execute the vision of the community and the modification is possible due to the addition of property which gives them a great opportunity. It will enhance the wetlands onsite and increase the size of the neighborhood park to 1.32 acres (including the trail). There are also stormwater system improvements.

Jim Lang, Pacific Community Design – explained the stormwater changes that are now possible. There were four stormwater basins anticipated for the area, some were undersized. They reevaluated and now propose two regional facilities. With this model they will be able to treat an additional 55 acres that is already developed and a tributary to the creek and it will prevent the further erosion and entrenchment of the creek.

QUESTIONS

This is a bigger, concentrated space, can you talk a little bit about how it will be kept clean? *There will be a control structure in the road that will take care of itself. There will be a water quality swale that may need some vegetation maintenance. The rest of it will be an extensive wetland restoration project over 5 year period minimum, but it will be simple taking care of the plants. The City is happy with it because not only does it take care of the River Terrace developments, it also treats the additional 55 acres previously developed.*

Can you elaborate on what the different phases will be? *The phases are developed are discussed in the proposed plan. Early grading will allow us to grade during the summer months of 2016 and allow us to have a supply of home sites available for development during the wetter weather.*

TESTIMONY IN FAVOR – None.

TESTIMONY IN OPPOSITION – None.

STAFF COMMENTS – None.

PUBLIC HEARING CLOSED

DELIBERATION

Great improvements. Additional community resources with larger park and additional stormwater management.

MOTION

Commissioner Muldoon made the following motion – **“I move for approval of application PDR2016-00001; SUB2016-00004; SLR2016-00004; and TUP2016-00005 thru 00011 and adoption of the findings and conditions of approval contained in the staff report with the addition to condition 17 to include reference to the April 7, 2016 Traffic Impact Study.”** The motion was seconded by **Commissioner Schmidt**.

RESULT – All in favor, none opposed.

OPEN PUBLIC HEARING

RIVER TERRACE EAST No.2-PLANNED DEVELOPMENT REVIEW (PDR) 2016-00007; SUBDIVISION REVIEW (SUB) 2016-00005; SENSITIVE LANDS REVIEW (SLR) 2016-00005; TEMPORARY USE PERMITS (TUP) 2016-00015 thru 00016 REQUEST: The applicant requests a 37-unit single family residential planned development with concurrent concept and detailed plan review, subdivision review, sensitive lands review, and two temporary use permits for two model homes located within River Terrace East. The site is 19.88 acres. **LOCATION:** East side of SW Roy Rogers Road south of SW Scholls Ferry Road; Washington County Tax Map 2S106000, Tax Lots 1000, 1101, 3400, 3800 and 3500. **ZONES:** R-4.5, R-7 and R-12, Low, Medium, and Medium-High Density Residential Designations. **APPLICABLE REVIEW CRITERIA:** Community Development Code Chapters 18.350, 18.390, 18.430, 18.510, 18.660, 18.705, 18.715, 18.725, 18.745, 18.765, 18.775, 18.785, 18.790, 18.795 and 18.810.

QUASI-JUDICIAL HEARING STATEMENTS

President Fitzgerald read the required statements and procedural items from the quasi-judicial hearing guide. There were no abstentions; there were no challenges of the commissioners for bias or conflict of interest. Ex-parte contacts: None. Site visitations: Commissioners Lieuallen,

Mooney, Fitzgerald, Hu, Schmidt, Middaugh. No one wished to challenge the jurisdiction of the commission.

STAFF REPORT

Monica Bilodeau, City of Tigard Associate Planner, gave the staff report (staff reports are available to the public online one week before public hearings). She gave a project summary and presentation showing the proposed changes. Staff has thoroughly reviewed the modifications and recommends approval subject to the conditions of approval in the staff report. Staff recommends the Planning Commission this. The first is in favor of the proposed project plan map and the second is in favor of the proposed detailed plan development map, subdivision and sensitive land review.

QUESTIONS – None.

APPLICANT'S PRESENTATION

Fred Gast, Polygon Northwest – again thanked staff for their work on the proposal and for the Planning Commissioner's time. The proposal was previously covered in the hearing preceding this. They agree with the conditions of approval.

QUESTIONS

Since the applicant is asking for approval on both, can they move forward on both at the same time or are they required to complete in phases? *If approval is received for both, they could potentially move forward with both at the same time subject to the conditions of approval. The intent is to proceed in phases.*

TESTIMONY IN FAVOR – None.

TESTIMONY IN OPPOSITION – None.

STAFF COMMENTS – None.

PUBLIC HEARING CLOSED

DELIBERATION

It's great to see the improvements to stormwater facilities and public spaces.

MOTION

Commissioner Muldoon made the following motion – **“I move for approval of application River Terrace East No. 2 PDR2016-00007 and adopt the findings and conditions of approval contained in the staff report.”** The motion was seconded by **Commissioner Schmidt**.

RESULT – All in favor, none opposed.

MOTION

Commissioner Muldoon made the following motion – “I move for approval of application River Terrace East No. 2 PDR2016-00007; SUB2016-00005; SLR2016-00005; and TUP2016-00015 thru 00016 inclusive of the compliance with Section 18.660.030.B to final plat approval and adoption of the findings and conditions of approval contained in the staff report.” The motion was seconded by Commissioner Schmidt.

RESULT – All in favor, none opposed.

OTHER BUSINESS

Tom will look into additional briefing on a legislative project or Susan can give a briefing on the Urban Renewal District project she is working on with consultants. In August, a hearing will take place on the FEMA maps for floodplains. They must be adopted and in place by November. They are federal maps that have already gone through the appeal process. There are also a couple of smaller changes to be adopted. If affected property owners were unaware of the FEMA process they may be a little upset that their property is now in the floodplain zone. If not in place by mid-December FEMA would drop Tigard from the federal flood protection insurance. Agnes will also provide in the Code update project.

ADJOURNMENT

President Fitzgerald adjourned the meeting at 9:15 p.m.


for Joe Patton, Planning Commission Secretary


ATTEST: President Fitzgerald

ZONE CHANGE PETITION

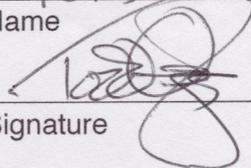
started June 2, 2016

We, the undersigned residents of Washington County, hereby petition the City of Tigard to disallow any rezoning of the following Willowbrook lots to densities higher than R-4.5:

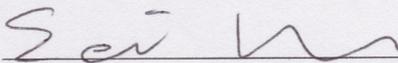
- 16285 SW 113th Ave.
- 16325 SW 113th Ave.
- 16380 SW 113th Ave.

We believe it is the City's responsibility to preserve the livability of established neighborhoods with regard to lot density, parks, traffic, street parking, smoking areas, noise abatement, privacy screening, tree removal, and native wildlife in sensitive wetlands.

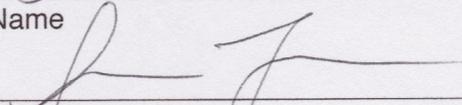
We believe it is *not* the City's responsibility to encourage overpopulation or to enable development beyond its ability to sustain itself as a community of quality. Our neighborhood was already negatively impacted through the annexation process and rezoning. Enough is enough.

TODD OUZTS
 Name

 Signature

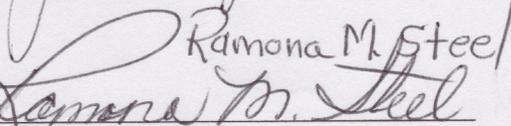
16425 SW 113TH AVE.
 Address PORTLAND, OR 97224
todd@scenario.com
 Phone or Email

Edie Rex
 Name

 Signature

16280 SW 113th Ave
 Address
edieelovee@gmail.com
 Phone or Email

Jordan Tudor
 Name

 Signature

16280 SW 113th Ave
 Address
JordanmTudor@gmail.com
 Phone or Email

Ramona M. Steel
 Name

 Signature

16440 SW 113th Ave Tigard OR
 Address 97224
503-639-0913
 Phone or Email

Leon N. Steel
Name

Leon N. Steel
Signature

16440 S.W. 113th Ave Tigard, Oregon
Address 97224

503-639-0913
Phone or Email

ROBERT B FOSTER
Name

Robert B Foster
Signature

16565 SW 113th AVE TIGARD OR
Address 97224

503-639-7876
Phone or Email

KATHERINE E FOSTER
Name

Katherine E Foster
Signature

16565 SW 113th Ave Tigard, OR
Address 97224

503 639-7876
Phone or Email

DIANE PROKOP
Name

Diane Prokop
Signature

16445 SW 113th Ave TIGARD, OR 97224
Address

503.639.5435
Phone or Email

Robert Prokop
Name

Robert Prokop
Signature

16445 SW 113th Ave, Tigard, OR 97224
Address

503-639-5435
Phone or Email

Albert MCKnight
Name

Albert McKnight
Signature

16525 S.W. 113th Ave Tigard, OR 97224
Address

503-620-4620
Phone or Email

William Owen
Name

William Owen
Signature

16196 SW 113th Ave #80
Address

503-443-1052
Phone or Email

Suzanne Gormley
Name

Suzanne Gormley
Signature

16116 SW 113th Ave #154
Address Tigard, Or 97224

suzgor.sg@gmail.com
Phone or Email

Denise L. McKnight
Name

Denise L. McKnight
Signature

16525 SW 113th Ave
Address Tigard, Oregon 97224

503-620-4620
Phone or Email

John Engles
Name

[Signature]
Signature

16770 SW 113th Ave
Address

503-890-3617 village.law.care@yahoo.com
Phone or Email

Sara Engles
Name

Sara Engles
Signature

16770 SW 113th Ave
Address

(503) 890-3617
Phone or Email

Name

Signature

Address

Phone or Email



Oregon

Kate Brown, Governor

EXHIBIT B
Department of Transportation
Region 1 Headquarters
123 NW Flanders Street
Portland, Oregon 97209
(503) 731.8200
FAX (503) 731.8259

June 17, 2016

ODOT #7210

ODOT Response

Project Name: Zone Change - 16258 SE 113th Avenue (Tigard)	Applicant: Unknown
Jurisdiction: City of Tigard	Jurisdiction Case #: CPA2016-00001
Site Address: 16285 SW 113th Avenue, Tigard, OR	Legal Description: 02S 01W 15AB Tax Lot(s): 00500; 01400; and 01500
State Highway: OR 99W	Mileposts: 11.68

The site of this proposed land use action is in the vicinity of SW Pacific highway (OR-99W). ODOT has permitting authority for this facility and an interest in ensuring that this proposed land use is compatible with its safe and efficient operation

- ODOT has determined there will be no significant impacts to state highway facilities and no additional state review is required.

Please direct any questions to Joshua Brooking, Associate Planner, with the Oregon Department of Transportation at 503.731.3049 or joshua.c.brooking@odot.state.or.us.

Please send a copy of the Notice of Decision including conditions of approval to:

ODOT Region 1 Planning
Development Review
123 NW Flanders St
Portland, OR 97209

Region1_DEVREV_Applications@odot.state.or.us

**CITY OF TIGARD
PLANNING COMMISSION
Meeting Minutes
July 18, 2016**

CALL TO ORDER

President Fitzgerald called the meeting to order at 7:00 p.m. The meeting was held in the Tigard Civic Center, Town Hall, at 13125 SW Hall Blvd.

ROLL CALL

Present: President Fitzgerald
Vice President Feeney
Commissioner Hu
Commissioner Jelinek
Commissioner Lieuallen
Commissioner Middaugh
Alt. Commissioner Mooney
Commissioner Muldoon
Commissioner Schmidt

Absent: Commissioner McDowell; Alt. Commissioner Enloe

Staff Present: Tom McGuire, Assistant Community Development Director; Cheryl Caines, Associate Planner; Agnes Kowacz, Associate Planner; Doreen Laughlin, Executive Assistant

COMMUNICATIONS – None.

CONSIDER MINUTES

June 20, 2016 Meeting Minutes: President Fitzgerald asked if there were any additions, deletions, or corrections to the June 20 minutes; there being none, Fitzgerald declared the minutes approved as submitted.

OPEN PUBLIC HEARING – CONTINUED from June 20, 2016

President Fitzgerald opened the continued hearing.

**SW 113th COMPREHENSIVE PLAN AMENDMENT (CPA2016-00001) &
ZONE CHANGE ANNEXATION (ZCA2016-00001)**

REQUEST: The proposal is to annex three parcels and adjacent right-of-way (approximately 7.5 acres) located on SW 113th Avenue south of SW Durham Road into the City of Tigard. The site's current Washington County zoning is R-5, which when annexed automatically becomes City of Tigard R-4.5 zoning. The applicant is also requesting to amend the comprehensive plan map

designation and zoning for the three parcels from Low Density Residential (R-4.5 zoning) to Medium Density Residential (R-7 zoning). **LOCATION:** 16285/16325/16380 SW 113th Ave.; Washington County Tax Assessor's Map 2S115AB; Tax Lots 1500, 1400, and 500. **COUNTY ZONES:** R5: Residential, 4 units/acre minimum density, 5 units/acre maximum density. **EQUIVALENT CITY ZONE:** R-4.5: Low Density Residential District. **PROPOSED CITY ZONE:** R-7: Medium Density Residential District. **APPLICABLE REVIEW CRITERIA:** Community Development Code Chapters: 18.320, 18.380, 18.390; Comprehensive Plan Goals 1, 2, 10, 11 and 14; Oregon Revised Statutes Chapter 222; Statewide Planning Goals 1, 2, 10, 11 and 14; and Metro Code Chapter 3.09

QUASI-JUDICIAL HEARING STATEMENTS

President Fitzgerald read the required statements and procedural items from the quasi-judicial hearing guide. There were no abstentions; there were no challenges of the commissioners for bias or conflict of interest. Ex-parte contacts: None. Site visitations: Commissioners Lieuallen, Muldoon, Feeney, Schmidt and Hu. No one wished to challenge the jurisdiction of the commission.

STAFF REPORT

Cheryl Caines, City of Tigard Associate Planner, noted that she'd gone over the staff report at the last hearing. Cheryl entered into the record some information that had come in since the June 20th hearing; the commissioners had hardcopies of these in front of them: 1) A parking memo from the applicant dated June 17, 2016 (**Exhibit A**) – it was in the packets that went out to the commissioners last week and also went out to those who spoke in opposition to the proposal at that last hearing. It summarizes how on-street parking would happen with the future development. 2) There was an email from Robert Began who lives on 113th (**Exhibit B**) His concerns are regarding downstream stormwater impacts from development as well as traffic impacts. To address those – downstream impacts would be addressed as part of the development review – not part of the annexation of the Comp Plan Amendment zone change. In context with the zone change, the CWS standards for stormwater are what apply to this type of development– and those same regulations would apply no matter how many units – 2, 4, 10 it just basically is that there's no impact to the downstream. 3) A letter from Ramona Steele who also lives on 113th. Concerns are regarding the wildlife habitat and trees – the loss of those and also a comp that is located within the stream – how stormwater from future development will impact that pump that they use for landscaping and irrigation on their property (**Exhibit C**) 4) lastly – a petition and related materials against the zone change from Mr. Ouzts, who is one of the neighboring property owners, but signed by several property owners in the area. This petition is different from the one seen at the last hearing – it's the same content but signed by more property owners in the area (**Exhibit D**).

APPLICANT'S PRESENTATION

Ann Marie Skinner of Emerio Design - the applicant's representative, entered new information: a letter dated July 8 (**Exhibit E**), signed by Vicki Craig, Tim and Kelia Meskel, and Al and

Theresa Scott. Ms. Skinner noted that the hearing is for a recommendation from the Commissioners for a zone change annexation and a comprehensive plan amendment. Regarding the annexation, she said the subject property is within the Urban Growth Boundary and talked about the benefits of the UGB. Ms. Skinner went on to talk about the necessity of annexation. Land inside the urban growth boundary that is able to be annexed into a city is encouraged to annex into the applicable city whenever possible. In this case, the eastern portion of the subject site is bordered by City limits on the east. The western portion of the subject site is bordered by City limits on the west and north. The subject property is also serviced by City of Tigard water services and Clean Water sewer services. She noted that because the property is bordered by City boundaries, therefore making it annexable, and because the property is served by City of Tigard water, there is no other option but to annex the property into the City as per their rule. She added - approval of annexation, then, is not an issue – as the City of Tigard has essentially not only asked for it, but required it for future development. The issue then, she said, is the zone. The City’s development code has a chart that lists current Washington County Codes. Alongside each WaCo code is the city’s recommended city zone. The rezone is necessary for an annexation, she said, as the property would no longer be in Washington County and will therefore no longer be under its zoning rules. The zoning rules for specific zones are different in Washington County than they are for specific zones in Tigard – including having zones that Tigard does not have – such as R5. By Washington County standards, the developer would have to develop at least 30 lots, no more than 38 lots, at a minimum size of 5,500 sq. ft. She submitted that the comp plan amendment would actually rectify the inconsistency between the city’s Comprehensive Plan of requiring a zone that most closely conforms and the city’s development code that aligns the R5 with R4.5. This is therefore in support of the city’s development code Chapter 18.380.030 B.3.

At this point, the applicant and land manager at Mission Homes Northwest - Kurt Dalbey – apologized for not being at the last hearing. He was out of town and not aware of the controversy surrounding the site. He’d met with neighbors and found them to be great people and said he got along well with them. He saw items that had been submitted late and had a lot of opportunity to review them – and he said he doesn’t find much disagreement with them. Most of the issues that are being raised are related to the development of the property subject to a zone change. So there will be hours and hours of time to get into all those things down the line. He noted an adjoining site went around the City of Tigard requirements by going through Washington County and still getting water from Tigard. He noted the land is surrounded by a highly dense Mobile home court to the south – commercial to the north – and R24 to the border. He just wants to build 5500 sq ft lots. He said that doesn’t seem like too much - he plans to provide dramatically different wider streets and sidewalks and everything else to make it a little bit more livable neighborhood than it currently is. His goal is to do a stunning affordable project in that location. He noted that some of the people who signed the documents are not owners, they’re renters – they have rights – he respects them, but as it relates to this land-use matter, ownership is an issue and he thinks the longevity of these folks is important to look at.

QUESTIONS

You mentioned 5500 sq ft lots – how many houses does that translate to? Twenty-eight or twenty-nine.

What do you consider affordable housing? It would be our intention to sell some homes in this neighborhood that still have a “3” in front of it – which is really hard to do - \$399k. The average home we’re building now would be \$640k. It’s strictly related to the land – if we don’t get density, I can’t do it anymore. The attached stuff is well over \$299k now and the last detached stuff in Wilsonville was at a low of \$299k. To a high of \$419k I think.

TESTIMONY IN FAVOR – Dustin Pfeif – 1 Jefferson Pkwy #211, Lake Oswego 97035, a realtor representing the three land owners explained that there’s a low inventory of homes in Tigard. There are competitive bids – multiple offers. He noted they’re trying to increase inventory. He said there are 141 single family homes for sale in Tigard at this point, and there’s a market action index that basically tells you whether you’re in a seller’s or a buyer’s market. A positive 30 is a seller’s market – a zero is an even market – and negative 30 is a buyer’s market. We’re currently at a 51.5 Market action index in Tigard. The overall Portland market was above a 65. We had the lowest point of 742 single family homes. The median list price is \$438K in Tigard. The applicant is talking about starting as low as \$399 and building in that range. What we need overall in Tigard is more homes so your buyers who are looking to move here have that inventory. We hope you’ll approve this.

Dave Hopkins – 4300 Orchard Way Lake Oswego 97035 represents the sellers on this property sale. He lived and worked in Tigard for 23 years prior to moving to L.O. He explained that Tigard needs housing badly. He said, “These houses will start below the median price in Tigard. So affordable housing – very favorable density – it should be a fabulous project and I just wanted to speak in favor.”

Vicki Craig – 16325 SW 113th Ave., 97224 has been in Tigard since 1984. She wants to sell her property and go on with her life as she’s 81. She is all in favor of this. She noted they studied the feasibility of developing this area very thoroughly. She believes it will be beneficial to the city with the property taxes 29 homes will bring in. It’s a nice sized development – fine homes. She believes this will be good for the City of Tigard and the community.

TESTIMONY IN OPPOSITION –

Olivia Derridinger 16425 SW 113th Ave., Portland 97224 – She said she’s not in opposition of neighbors selling property – they have that right and she wishes them luck. She’s concerned about the rezoning. Thirteen out of the fourteen privately owned homes on 113th Ave. have signed a petition opposing the zoning change from R4.5 to R7. She said these neighbors want to protect the land and are concerned about traffic. They are surrounded by high density homes and the host of problems that brings – suspicious activities, cars turning around in driveways, etc. They’d like to keep these homes at R4.5 or R5 – whatever you choose to call it. They oppose the R7 zoning.

Connie Krueger – 16785 SW 113th Ave., Tigard 97224 is concerned about the traffic and potential crime. Durham is getting highly traveled. The more you pack in there – the worse it gets and Durham is packed. Parked cars are a problem – transients, etc.

Todd Ouzts 16425 SW 113th – moved from a very high density NE Portland neighborhood to Tigard due to the livability of this area. He’s not happy now that there will be seven neighbors abutting his property. He said his is the most directly affected property of the whole development. He organized the petition and was curious as to who got notified by this. He said someone talked about the residents of Royal Villa (mobile homes) not paying property taxes. He said on the Oregon Government website there’s a resource about manufactured homes. One of their top questions is “Do I have to pay taxes on my manufactured home?” Oregon’s answer is “Yes.” All manufactured structures are subject to property tax at the same rate as other homes. He talked to five homeowners there and confirmed that they do pay property taxes. They own title to the homes – they just lease the site. And none of them had heard about this. So just imagine you or your parents living in one of these mobile homes and you wake up to bulldozers clearing land on the other side of your fence next to your bedroom window... that would be shocking. I believe they have the right to be notified of this proposal. Regarding zoning - the definition of R5 is no more than 5 units per acre. The primary purpose is to protect existing neighborhoods developed at 5 units per acre or less. The Tigard Code 18.510’s main purpose is to “preserve neighborhood livability. To protect the livability of existing and future residential neighborhoods.”

RESPONSE FROM STAFF

Cheryl Caines stated regarding the noticing of property owners, “The mobile home park residents pay taxes, yes, but they are personal taxes – they are not property owners and do not pay property taxes on the land their property sits on.” She stands by her earlier explanation about not having to notify them in this case. She continued, “After reading all the material that has been submitted since the last meeting, staff has not seen any evidence that would change or modify the recommendation that was presented in the original staff report.”

REBUTTAL FROM APPLICANT

Applicant Kurt Dalbey, Mission Homes – The word “confusion” was used and I want to make sure that this is very, very clear. We’ve developed in 27 jurisdictions in the region and it’s consistent throughout the region. If the unit is attached to a piece of land, and there’s a fee title, it has property tax. If it is not, it’s rented property, it’s lease hold property – so they pay on their unit itself, which is movable to any part of the United States they want to take it to. But, they do not pay on the land. The underlying landowner’s notified. For the same exact reason you don’t notify every occupant of an apartment complex, because that changes monthly – move-ins, move-outs, it’d be impossible for a city or an individual to do. You notify the owners – and the owners were notified across the board. So there’s no confusion – never has been – every city has done it the same way. I don’t think there’s any confusion here tonight. Also – just to be clear “seven new neighbors” was suggested too. In just the example we submitted – there are three backyards to this man’s property – and those three backyards were left at an extreme depth. You’ll notice the dotted line through them that you have on your proposed plat – not even a filed plat - that shows extraordinary depth to him – he gets more depth on that side for the reason of a transitional zoning. So I think we’ve tried to accommodate him in every way we possibly could and still make a Washington County zone match a Tigard zone in every way. Thank you very much.

PUBLIC HEARING CLOSED

DELIBERATION

Some points – comments:

- I believe it makes sense to go to R7.
- I can see the concern but we are bound by the city code. I believe with more “eyes on the road” there will be less suspicious activities going on. These are good homes and the homeowners will take pride in their properties and will likely keep an eye out for those issues that the neighbors have seen.
- Just to be clear - does code “require” us to approve an annexation to the City of Tigard? President Fitzgerald: *“We are not approving it, we are only making a recommendation to council.”* Does code require that we recommend annexation to the City of Tigard? *“We can recommend to deny.”* So that would be within code – to recommend denying annexation? I just want to be clear on that. *“Yes, we do have that option.”*
- Are all the properties that surround the three properties that we’re discussing at this moment within the City of Tigard – or are they county? The little sliver behind the shopping center would still be in the county – that’s just to the north of the subject property.
- I understand the concern for parking, wildlife, nature, etc. but this is about annexation and zoning. If we are to allow development, it needs to be annexed. I don’t see anything that prohibits the development. The zoning request makes sense. From my understanding what is being requested is the closest to what it is currently zoned with the county. So even though it’s hard to make a decision on – I’m in favor of doing the development, the annex, and zoning change.

MOTION

Commissioner Middaugh made the following motion: “I move that the Planning Commission recommend to City Council approval of CPA2016-00001 and ZCA2016-00001 as determined through the applicable approval criteria in section 5 of the public hearing process and based on the staff report.” Commissioner Muldoon seconded the motion.

VOTE

Seven in favor, one opposed; Commissioner Lieuallen cast the opposing vote.

RESULT

Motion to recommend approval passes 7 – 1.

BRIEFING – Assistant Community Development Director Tom McGuire noted that associate planner Agnes Kowacz was unable to be at the meeting so the Administration and Procedures Code Update briefing will be rescheduled. He said, “There may be a fair number of people that

night for the hearing – it’s kind of unique – and that’s the federal update of the FEMA FIRM Maps (Flood Insurance Rate Maps) for the entire Washington County. Each jurisdiction in the county has to adopt these maps. That went through a very long federal process – people were notified that if they felt the maps were in error, there were opportunities for them to provide that to the federal government. It went through several appeals over a couple of years and now this is the final version. So it will be coming to you for a hearing but we are unable to change the maps. Agnes will be going over all this and all the administration and procedures code updates at that upcoming briefing.”

OTHER BUSINESS – None.

ADJOURNMENT

President Fitzgerald adjourned the meeting at 8:32 p.m.

Doreen Laughlin, Planning Commission Secretary

ATTEST: President Fitzgerald

MEMORANDUM

DATE: June 17, 2016

TO: Annemarie Skinner

FROM: Dana Beckwith, PE, PTOE

SUBJECT: SW 113th Avenue On-Street Parking Review

This memorandum summarizes a review of the parking along SW 113th Avenue near the proposed 29-Lot Subdivision (Tax Lots 500, 1400, and 1500) in the City of Tigard, Oregon. The review was conducted in response to concerns that parking from the proposed subdivision would have along SW 113th Avenue. See Figure 1 for the proposed subdivision location.

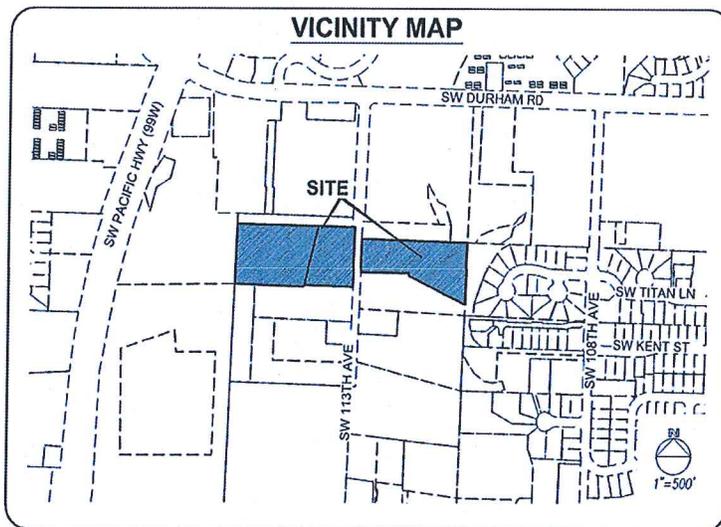


Figure 1: Vicinity Map

A field and proposed site plan review was conducted on June 11, 2016. Currently in the area of the proposed subdivision, SW 113th Avenue consists of approximately 20 feet of paved roadway (two-way traffic) with unimproved shoulders that vary in width.

During the field review, no vehicles were parked along the roadway within the proposed project area. To the east of the proposed site along SW 113th Avenue, adjacent to existing multi-family housing (south side) and the Tigard Towne Square (north side), 700-feet of full roadway improvements are present with approximately 36 feet of paved roadway and

shoulders. Within this 700-foot improved roadway segment, two to three vehicles were parked. Understanding that on-street parking can fluctuate depending on activities within the adjacent developments (including construction activities occurring as part of the new development), it is a reasonable observation that a majority of parking is accommodated on-site rather than along the roadway.

The proposed subdivision will provide full roadway improvements along the project frontage. This will be similar to the existing roadway improvements to the east. The improved roadway cross-section will consist of 54 feet of right-of-way with 32 feet of paved roadway and on-street parking, as well as new curbs and sidewalks along both sides of the road. The full street improvements will provide opportunity for cars to park orderly along both sides of the roadway and safely pass one another in the travel lanes. It is reasonable to anticipate based on the field observations and what is typical in other single family developments that vehicles associated with the new subdivision will typically park within that subdivision and not along SW 113th Avenue.

Cheryl Caines

From: bcbegan@comcast.net
Sent: Monday, July 18, 2016 12:33 PM
To: Cheryl Caines
Subject: Re: Hearing on 113 th Ave

RECEIVED
JUL 18 2016
CITY OF TIGARD
PLANNING/ENGINEERING

I own tax lot 2303 on the Tualatin river with a year around creek on it, it has five creek that run in to one. The creek have erosion that has deepen the creek five feet in the last ten years and now the creek has washed the banks down and changing direction and losing some big trees. Now there is about 27 more home that are going to be built up stream on 113 ave which will add to the problem, I would like to know if any thing can be done to correct the problem on the washing out. Now the neighbors property tax lot 2304 is losing there back yard. **It comes to mind that the added traffic to Durham RD would make it hard to enter it now even now with the current traffic.** Thank you, Robert Began, 16795 SW 113 ave, Portland OR 97224. 503-314-8600

RECEIVED

JUL 18 2016

CITY OF TIGARD
PLANNING/ENGINEERING

V6'30

attention: Planning Commission
Item # 3

~~City Council Member & Secretary of the Board~~

NOTES

Ranona Steel

16440 S.W. 11th Ave

503-639-0913

Tigard OR 97224

When we moved to 113th Ave, 43 years ago, Tigard was the City of trees. Does the city council still believe in trees and doing them? Remember you have the responsibility to protect the quality of life for your residents in Tigard and the wildlife habitat. Trees are a large part of 113th Ave. landscape. Am I right?

Remember,

"Our Lives Matter" and what are you doing to our lives and quality of life by cramming in 30 homes on 6 acres? On about 35 acres, we have 17 homes population 40 people and you are increasing our population to 120+ people. Getting rid of all the trees, birds and wildlife habitat. Yes, for your information we even have an eagle living in a grove of trees that I look at when I get the newspaper every morning.

NOTES

We also have deer, raccoons, and yes even skunks. My Developer & Council members what are you going to with them? Relocate them? What quality of life will they have among 50 homes with no trees? These "lives matter". What are we parents & grandparents leaving for our children & grandchildren. You are doing away the splendor of very large firs & cedars. Some over 100 years old. Trees are a part of our neighborhood & provide a wealth of benefits. They create shade in warm weather, insulate in cold weather. They provide cleaner air, better storm water management & help us conserve energy, as well homes for our wildlife. Run off is another BIG problem. We have 2 year round ^{flow} running creeks & we have water rights. What is going to ^{happen to} our pump in the creek for our pastures & garden? Please Mr Developer will you provide a new pump with all the run off ^{from your papers}. What provision have you made for the seals. We have not heard a word from you.



m/

NOTES

Please do not change the zoning to 7 homes per ac. I have seen a few lots. These are worth millions of dollars, more than the millions the developer gave for all the low properties (put together).

Remember "our lives matter" + quality of life. Remember our wild life friends.

Thanks for listening

RECEIVED

JUL 18 2016

CITY OF TIGARD
PLANNING/ENGINEERING

ZONE CHANGE PETITION

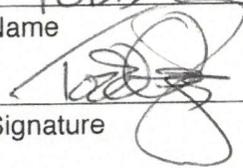
started June 2, 2016

We, the undersigned residents of Washington County, hereby petition the City of Tigard to disallow any rezoning of the following Willowbrook lots to densities higher than R-4.5:

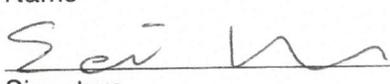
- 16285 SW 113th Ave.
- 16325 SW 113th Ave.
- 16380 SW 113th Ave.

We believe it is the City's responsibility to preserve the livability of established neighborhoods with regard to lot density, parks, traffic, street parking, smoking areas, noise abatement, privacy screening, tree removal, and native wildlife in sensitive wetlands.

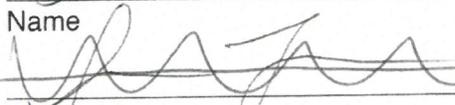
We believe it is *not* the City's responsibility to encourage overpopulation or to enable development beyond its ability to sustain itself as a community of quality. Our neighborhood was already negatively impacted through the annexation process and rezoning. Enough is enough.

TODD OUZTS
Name

Signature

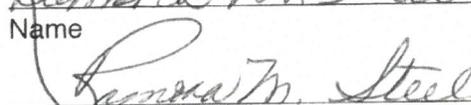
16425 SW 113TH AVE.
Address PORTLAND, OR 97224
todd@scenario.com
Phone or Email

Edie Rex
Name

Signature

16280 SW 113th Ave
Address
edieelovee@gmail.com
Phone or Email

~~Jordan Tudor~~
Name
~~~~
Signature

~~16280 SW 113th Ave~~ (opted out via email.)
Address
~~Jordan Tudor@gmail.com~~
Phone or Email

Ramona M. Steel
Name

Signature

16440 SW 113 Ave Tigard OR
Address 97224
503-639-0913
Phone or Email

Leon N. Steel
Name

Leon N. Steel
Signature

16440 S.W. 113th Ave Tigard, Oregon
Address 97224

503-639-0913
Phone or Email

ROBERT B FOSTER
Name

Robert B Foster
Signature

16565 SW 113th AVE TIGARD OR
Address 97224

503-639-7876
Phone or Email

KATHERINE E FOSTER
Name

Katherine E Foster
Signature

16565 SW 113th Ave Tigard, OR
Address 97224

503 639-7876
Phone or Email

DIANE PROKOP
Name

Diane Prokop
Signature

16445 SW 113th Ave TIGARD, OR 97224
Address

503-639-5435
Phone or Email

Robert Prokop
Name

Robert Prokop
Signature

16445 SW 113th Ave, Tigard, OR 97224
Address

503-639-5435
Phone or Email

Albert McKnight
Name

Albert McKnight
Signature

16525 S.W. 113th Ave Tigard, OR 97224
Address

503-620-4620
Phone or Email

William Owen
Name
William Owen
Signature

16196 SW 113th Ave #80
Address
503-443-1052
Phone or Email

Suzanne Gormley
Name
Suzanne Gormley
Signature

16116 SW 113th Ave #154
Address Tigard, OR 97224
suzgcr.59@gmail.com
Phone or Email

Denise L. McKnight
Name
Denise L. McKnight
Signature

16525 SW 113th Ave
Address Tigard, Oregon 97224
503-620-4620
Phone or Email

John Eagles
Name
[Signature]
Signature

16770 SW 113th Ave
Address
503-890-3617 village.law.care@yahoo.com
Phone or Email

Sara Eagles
Name
Sara Eagles
Signature

16770 SW 113th Ave
Address
(503) 890-3617
Phone or Email

Darla Harrison
Name
[Signature]
Signature

16800 SW 113th Ave
Address
(503) 939-6817
Phone or Email

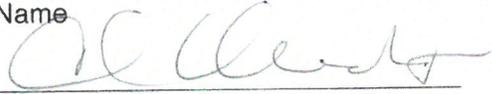
Tony Place
Name


Signature

16800 SW 113th
Address

TPlace6@yahoo.com
Phone or Email

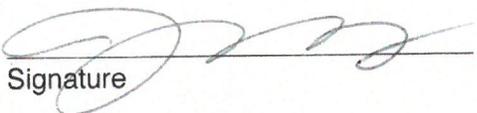
OLIVIA DERRIDINGER
Name


Signature

16425 SW 113th Ave
Address Parcel # 97224

olivia@scenario.com
Phone or Email

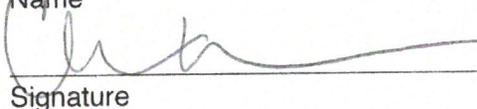
James Krueger
Name


Signature

16785 SW 113th Ave
Address

Jamesekrueger@gmail.com
Phone or Email

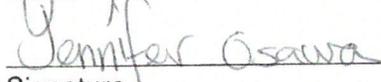
Connie Krueger
Name


Signature

16785 SW 113th Ave
Address

ConnieLKrueger@gmail.com
Phone or Email

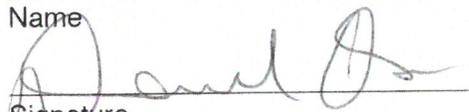
Jennifer Osawa
Name


Signature

16790 SW 113th Ave
Address

Jennifer.Osawa@gmail.com
Phone or Email

Daniel Osawa
Name


Signature

16790 SW 113th Ave
Address

DKOSAWA@gmail.com
Phone or Email

Robert G Began
Name

16795 SW 113 Ave 97224
Address

[Signature]
Signature

bcbegan@comcast.net
Phone or Email

Carol L. Began 16795 SW 112th Ave
Name Address

[Signature]
Signature

503-314-8600
Phone or Email

Marathy J Johnson 16780 S.W 183th Ave
Name Address 97224

[Signature]
Signature

503-639-3954
Phone or Email

Berita L. Anderson
Name

16775 SW 113th Ave. Tigard, OR
Address 97224

[Signature]
Signature

503-707-2553 passander@comcast.net
Phone or Email

Sally Lynch
Name

11935 SW 113th Ave Tigard, OR
Address 97224

[Signature]
Signature

sally.lynch@comcast.net
Phone or Email

KC Lynch
Name

11935 SW 113th Ave Tigard, OR
Address 97224

[Signature]
Signature

503-639-4577
Phone or Email

Wanda Bernard 16775 SW 113rd Ave Tigard,
Name Address OR
W Bernard 503-917-9452 97224
Signature Phone or Email

Name

Address

Signature

Phone or Email

Name

Address

Signature

Phone or Email

Name

Address

Signature

Phone or Email

Name

Address

Signature

Phone or Email

Name

Address

Signature

Phone or Email

I am concerned that as many as 78 affected homeowners were *not* notified by mail about the proposal and/or public hearings. Excluding the surrounding apartments and shopping center, I personally surveyed at least two residents from each area:

1. 46 affected homes on SW Royal Villa DR
2. 15 affected homes on SW Chateau LN
3. 4 affected homes on SW 109th PL
4. 9 affected homes on SW Bretton CT
5. 4 affected homes on SW Dover CT

Note that while the Royal Mobile Villas consist of manufactured homes on leased sites, some of those residents (including Fred & Dotty Buss at 11637 SW Royal Villa DR) have lived there for 18 years. They all own title to their homes and they pay property taxes on them. In fact, in Oregon, manufactured homes are assessed and taxed as real property regardless of the land they sit on. So Iâ€™m sure the Planning Commission would agree that when you have an ownership interest in your own home, you deserve to be notified of nearby development. It is not enough to simply notify the management company. They are based in Michigan, after all, so why would they care to alarm their elderly residents by forwarding such a notification? As is, most of those residents were shocked to learn of the Applicantâ€™s proposal for the first time. So imagine waking up one day to find a bulldozer tearing down your fence.

Misrepresented Facts

Some disingenuous information has been presented by the Applicant and the Staff Report, as follows:

Neighborhood Meeting (March 31, 2016)

We have an audio recording of the Applicant leading residents to believe the subject lots would *automatically* be converted to R-7 as part of the annexation process. This turned out to be untrue. I supposed one might make this sort of claim if they thought it would discourage dissent.

0:00 *(Anne-Marie Skinner identifies herself as representing Emerio Design.)*

...

7:20 **Skinner:** "The properties to the south are still in Washington County, with an R-5 zone. And that is a less dense zone than the Cityâ€™s zone." *(Not true. The Cityâ€™s equivalent is R-4.5, which means a minimum of 4 and a maximum of 5 homes per acre)*

...

7:53 **Diane Prokop:** "Whatâ€™s the zoning for the City? Weâ€™re R-5."

7:56 **Skinner:** "Itâ€™s R-7. Tigard doesnâ€™t actually have an R-5 zone." *(Not true. Rezoning from low density to a higher density is not a given. It requires due process.)*

8:01 **Todd Ouzts:** "But these are effectively being rezoned, because those are all R-5."

8:05 **Prokop:** "Yeah, they were R-5."

8:07 **Skinner:** "Well, and they have to be. Because theyâ€™re in Washington County. And so to annex to the" it just follows. To annex to the City"

8:15 **Prokop:** "Changes the zoning."

8:16 **Skinner:** "It has to. Because City zoning and County Zoning are different, with different rules." (*Technically true, but intentionally misleading. R-5 changes to R-4.5 in this case, not R-7.*)

Planning Commission Hearing (June 20, 2016)

Skinner cited several paid "experts" that supported a position that this development would have "no impacts" on the neighborhood. Having lived through similar impacts first-hand, we residents do not believe these reports can be objective.

Our prime example is the Atwater Apartments at 16280 SW 113th Avenue, for which permits were issued without proper resident amenities, parking or setbacks. As a result, since 2014 we have experienced excessive noise and traffic, overnight street parking, camping in cars on the street, trespassing, loitering, offensive littering, dog waste violations and the use of a public sidewalk as a permanent hangout for smokers and barbecuers. We have had to call law enforcement several times as a result of the City & County allowing an R-24 island on its border among R-5 homes. Here are some very recent photos of exactly how higher-density developments can impact neighborhoods like ours. These were taken on SW 113th Ave near the south end of the east sidewalk:

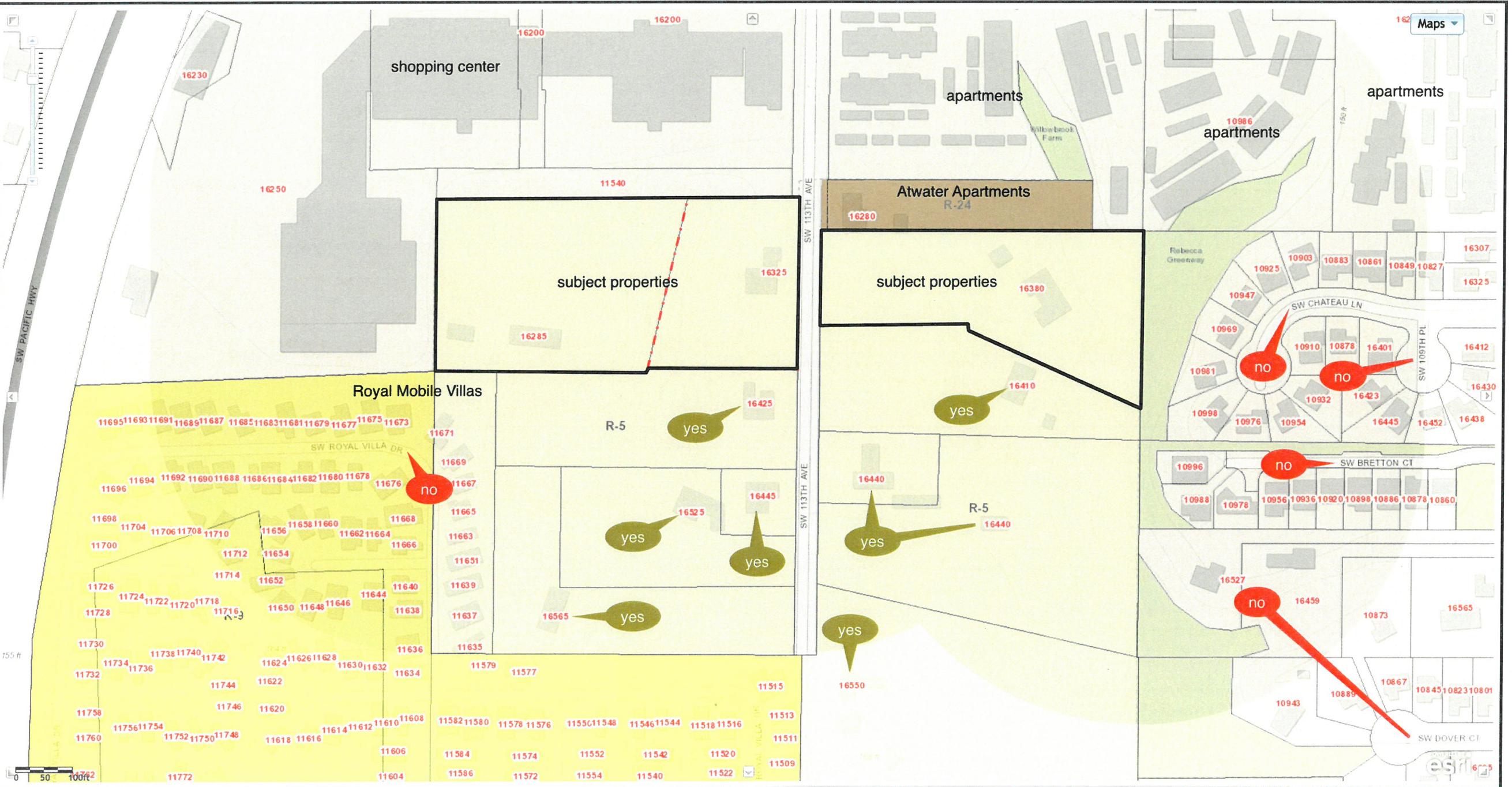


dog waste

dog waste

dog waste bag

dog waste bag



shopping center

apartments

apartments

10986
apartments

Atwater Apartments
R-24

subject properties

subject properties

Royal Mobile Villas

R-5

R-5

no

yes

yes

no

no

yes

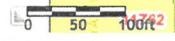
yes

yes

no

no

yes



I would also like the following information made part of the record:

Notification Requirements

I request that the Planning Commission ask the Applicant how many notifications were mailed out in total. According to the shaded overlay on the following map, some 85 individual properties lie within 500 feet of the proposed development:

The Staff Report asserted that ODOT didn't observe any street parking along the Atwater Apartments when they drove by. When in fact, vehicles are frequently parked there overnight because there aren't enough spaces inside that development. We have reported "abandoned" vehicles that were actually relocated promptly by Tigard Police. Here's a photo from just last night, showing two residents parking on the street rather than in their own parking lot:



The Applicant and Staff further claimed that annexation is required in order to get city sewer service. Yet no one could explain how the Atwater Apartments became an exception to this rule. That lot is still in unincorporated Washington County, yet it has sewer service and was not held to the 30-foot setback rule. In fact, that builder was granted a “hardship waiver” to reduce said setback.

The Applicant claims that 39 single-family homes can be built on the proposed lots under current R-5 zoning. This is physically impossible because of the large wetland area, which they admit is “unbuildable.” I believe the false comparison between zone densities was designed to mislead the Planning Commission and the public on June 20th. The math on their more controversial slide simply didn’t add up. By definition, the Applicant could build exactly as many homes under R-5 as they could under R-4.5, and both would be limited by the lay of the land.

The Applicant stated that the wetland areas cannot be developed in any way, and then proceeded to describe a large bridge that would span the creek “out of necessity.” There is in fact *no necessity* whatsoever to disturb that land and its wildlife. There is already a driveway just to the north which could and should be used to access these new lots—even if that means building fewer lots.

Also of minor import:

During the hearing, Vicki Craig was allowed to speak out-of-turn after showing up late and after she had missed her turn to to speak in favor of the proposal.

During the hearing, a Commissioner asked the Applicant when the shopping center permits were approved. She misunderstood the question and gave the year for the Atwater Apartments (2014), and the error went unchallenged. There should be a way for the public to correct errors like that without speaking out-of-turn.

Conclusion

I have been entrusted to speak for some residents who are either too elderly or shy to appear at tonight’s hearing. We all share one main concern:

We believe the City of Tigard will fail to meet its own “**Goal 10.2: Maintain a high level of residential livability**” if it approves this rezoning proposal as-is.

So we ask the Planning Commission and the City Council to approve the Applicant’s proposal for annexation, but please keep these lots at their current “low density” zoning designation. We ask that the Applicant be required to integrate a dedicated park and adequate street parking into that development. We further ask that the Applicant’s proposal to build a car bridge over the already-stressed creek and wetland area be denied. Surely the Applicant can make enough profit by building on fewer, but larger lots.

Thank you,
 Todd Ouzts
 16425 SW 113th Avenue
 Portland, OR 97224

Cheryl Caines

From: Todd Ouzts <todd@scenario.com>
Sent: Monday, July 18, 2016 1:43 PM
To: Cheryl Caines
Cc: Olivia Derridinger; Diane Prokop; Robert Prokop; Garth (Albert) & Denise McKnight; Tony Place; Jennifer Osawa; Daniel Osawa; Rhonda Nichols; Sally Lynch; James Krueger; Connie Krueger; John & Sara Eagles; Robert Began; Red & Mona Steel
Subject: SW 113TH COMP PLAN AMENDMENT
Attachments: Zone Change Petition.pdf; ATT00001.htm; Notification Area.jpg; ATT00002.htm; IMG_9717.jpg; ATT00003.htm; IMG_9719.jpg; ATT00004.htm; IMG_9741.JPG; ATT00005.htm

Hi Cheryl,

I am resubmitting the attached Petition, which is now signed by 28 residents along SW 113th Avenue. The petition now represents the will of 13 out of 15 homeowners.

EXHIBIT E

July 8, 2016

City of Tigard Planning Commission
Tigard, Oregon

RE: File No. CPA 2016-0001 and ZCA 2016-00001

This letter of support for the above-referenced annexation and comprehensive plan amendment is offered by Vicki Craig, Timothy and Kelia Meskel and Alexander and Theresa Scott, property owners at 16325, 16285 and 16380 SW 113th Avenue, respectively. This letter is offered in support of the proposed annexation into the City of Tigard and rezone to Tigard's R7 zoning designation. It is also offered as a response to testimony from our "neighbors" given at the June 20th hearing and a petition submitted to the City, also from our "neighbors".

We have lived in this neighborhood for a combined **125** years. Al Scott has been here for 47 years and even planted the giant redwoods you see bordering on the apartment complex next door. They were originally family Christmas trees. Vicki Craig has lived here since 1984 and seen the neighborhood grow and change before her eyes with the construction of the shopping center bordering her property. Tim Meskel grew up on his family lot since moving in as a child in 1970 and has been making delicious blackberry jam with his wife Kelia ever since they took over the property in 2001. These three homes represent everything that we have worked our entire lives for. The sale of our homes to Kurt Dalbey, if the annexation and comprehensive plan amendment is approved, will enable us to move forward with our lives into retirement. Health issues and our respective ages render us incapable of maintaining the property in the fashion in which it deserves.

Much has been made of the bridge crossing the vegetated corridor. It is our understanding that the City of Tigard does NOT show this area as being wetlands or significant natural resources. Rather, the requirement is coming from Clean Water Services because of the storm drainage run-off ditch, which runs through the site. The person who is purchasing our parcels does not intend to destroy this storm run-off ditch. Instead, he is going to preserve the entire area that Clean Water Services has requested to be preserved. He hired an environmental consultant to delineate the vegetated corridor and he will not be building any houses in this corridor. Most importantly, we would like to point out that this delineated area will be undisturbed and preserved regardless of the zoning designation. There is absolutely no greater or lesser impact to the vegetated corridor if the property is zoned R7 or R4.5.

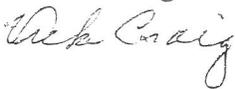
The purchaser of the property certainly does not want to have the added expense of building a bridge across the storm ditch. However, the Meskel parcel is landlocked without such a bridge. The only access to the Meskel parcel is via a 50-foot wide strip of ground to the north of the Meskel and Craig parcel, owned by the adjacent commercial development. There is an access easement across this strip for the sole use of the Meskel's private residence. Efforts to purchase this strip of land were made, but unfortunately unsuccessful. Therefore, to meet any minimum density requirements of either Washington County or City of Tigard, a bridge crossing the vegetated corridor is necessary.

We understand that it is within our "neighbors" rights to voice their opinion; this is a freedom that we all enjoy as Americans. What we do not agree with is why our "neighbors" are protesting against our right as property owners to sell our property to whomever we choose. All of these neighbors are south of our property. Traffic to this new subdivision will enter the neighborhood before it ever reaches the other properties. Additionally, with the exception of Todd Ouzts, who just purchased his home in 2015, none of the neighbors are even adjacent to the proposed development. To our surprise, four of the people who signed the petition actually rent in the newly constructed apartment buildings that have a much higher density that what we are proposing for our property.

When you look at the maps that the City of Tigard staff has kindly presented to us, what do you see? We see large commercial areas, high-density apartment complexes, mobile home parks and residential homes all co-existing together within a few blocks of each other. Our request for a zoning change to R7 not only fits in well with the current surroundings, the builder is actually proposing to create only the minimum number of lots for that designation. The City of Tigard wants the annexation as the property is inside the Urban Growth Boundary and has City limits surrounding it. Metro has slated the property for higher density and future growth. We respectfully ask you to find this project to be in congruence with the City's wishes, Metro's rules and regulations and our needs as the current private property owners.

Sincerely,

Vicki Craig



Tim & Kelia Meskel

TIM MESKEL
Kelia Meskel

Al & Theresa Scott



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

AN ORDINANCE ADOPTING THE COMPREHENSIVE PLAN AMENDMENT (CPA2016-00001) TO AMEND THE COMPREHENSIVE PLAN MAP AND ZONING FROM R-4.5 LOW DENSITY RESIDENTIAL TO R-7 MEDIUM DENSITY RESIDENTIAL FOR THREE PARCELS ON SW 113TH AVENUE.

WHEREAS, Tigard Municipal Code 18.320.020.C allows an applicant to request concurrently with the annexation a comprehensive plan map and/or zoning map designation other than the designation automatically assigned; and

WHEREAS, Tigard Municipal Code Section 18.380.020 requires quasi-judicial amendments to be undertaken by means of a Type III-PC procedure as governed by section 18.390.050; and

WHEREAS, the applicant has requested to modify the comprehensive plan map designation and zoning from R-4.5 low density residential to R-7 medium density residential; and

WHEREAS, the Tigard Planning Commission held public hearings which were noticed in accordance with city standards, on June 20, 2016 and July 18, 2016 and recommended approval of the proposed amendment CPA2016-00001 by motion of 7 to 1 in favor; and

WHEREAS, the City Council held a public hearing, which was noticed in accordance with city standards, on August 9, 2016 to consider the Commission's recommendation on the amendment; and

WHEREAS, Council's decision to approve CPA2016-00001/ZCA2016-00001 and adopt this ordinance was based on the findings and conclusions found in **Exhibit "B"** and the associated land use record which is incorporated herein by reference and is contained in land use file CPA2016-00001/ZCA2016-00001.

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

SECTION 1: The Tigard City Council hereby amends the Tigard Comprehensive Plan Map to change the Comprehensive Plan Designations and Zoning Districts as shown in **Exhibit "A"**.

SECTION 2: The Tigard City Council adopts the findings and conclusions contained in **Exhibit "B"** in support of the Council's action and basis for approving the ordinance.

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

Carol Krager, City Recorder

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

Approved as to form:

John L. Cook, Mayor

City Attorney

Date

C-G (PD)

R-25 (PD)

R-7 (PD)

116TH AVE

SUMMERFIELD DR

DURHAM RD

C-G

Proposed R-7 Medium Density Residential

R-25

WACO R-24

R-4.5

PACIFIC HWY

CHATEAU LN

TITAN LN

113TH AVE

BREITON CT

108TH AVE

KENT ST

WACO R-5

R-4.5 (PD)

R-2 (PD)

WACO R-9

113th Avenue

Comprehensive Plan Amendment / Annexation

City of Tigard Oregon



Tigard City Boundary



Annexation Area

Data Sources

City of Tigard
Metro
Washington County

Scale Feet
0 100 200



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



WACO R-24

ROYAL VILLA DR

WACO R-5

**PLANNING COMMISSION RECOMMENDATION
TO CITY COUNCIL
FOR THE CITY OF TIGARD, OREGON**



120 DAYS = N/A

SECTION I. APPLICATION SUMMARY

FILE NO.: Comprehensive Plan Amendment (CPA) 2016-00001
Annexation (ZCA) 2016-00001

FILE TITLE: 113th Avenue Comprehensive Plan Amendment and Annexation

APPLICANTS & PROPERTY OWNERS: Vicki Craig
16325 SW 113th Ave.
Tigard, OR 97224
Alexander & Theresa Scott
16380 SW 113th Ave.
Tigard, OR 97224

Timothy Meskel
16285 SW 113th Ave.
Tigard, OR 97224

APPLICANT'S REP: Emerio Design
Annemarie Skinner
8285 SW Nimbus Ave., Suite 180
Beaverton, OR 97008

REQUEST: The proposal is to annex three parcels and adjacent right-of-way (approximately 7.5 acres) located on SW 113th Avenue south of SW Durham Road into the City of Tigard. The site's current Washington County zoning is R-5, which when annexed automatically becomes City of Tigard R-4.5 zoning. The applicant is also requesting to amend the comprehensive plan map designation and zoning for the three parcels from Low Density Residential (R-4.5 zoning) to Medium Density Residential (R-7 zoning).

LOCATION: 16285/16325/16380 SW 113th Ave.;
WCTM and Tax Lots 2S115AB01500, 2S115AB01400, and 2S115AB00500

**COMP PLAN DESIGNATION/
ZONING**

DISTRICT: Existing Washington Co. Zoning: R5: Min. four units per acre/max. five units per acre
Converted City of Tigard Zoning: Low Density Residential (R-4.5)
Proposed City of Tigard Zoning: Medium Density Residential (R-7)

APPLICABLE REVIEW CRITERIA: Community Development Code Chapters: 18.320, 18.380, 18.390; Comprehensive Plan Goals 1, 2, 10, 11 and 14; Oregon Revised Statutes Chapter 222; Statewide Planning Goals 1, 2, 10, 11 and 14; and Metro Code Chapter 3.09

SECTION II PLANNING COMMISSION RECOMMENDATION

The Planning Commission recommends that the City Council adopt by ordinance the proposed Comprehensive Plan Map Amendment and Annexation, as determined through the public hearing process.

SECTION III BACKGROUND INFORMATION

Site & Vicinity Description

The site (approximately 7.5 acres) is made up of three parcels on the east and west sides of SW 113th Avenue about 700 feet south of SW Durham Road. The proposed annexation area also includes the adjacent SW 113th Avenue right-of-way. Each parcel is developed with a single-family home, which are served by septic and City of Tigard water. The site contains sensitive areas (drainageway and vegetated corridor).

Due to the area's proximity to Durham Road and Pacific Highway, it has a variety of zoning designations and development types. Properties to the north are generally within the City of Tigard with the exception of tax lot 300, which is within unincorporated Washington County. This parcel is zoned Washington County R24 (residential, 19 units/acre min. density, 24 units/acre max. density) and developed with an apartment complex, approved by Washington County in May 2014. Other properties to the north are zoned City of Tigard C-G (General Commercial) and R-25 (Medium High Residential). These sites are developed with apartments and commercial buildings. Other zones in the area include Washington County R5 and R9 to the south and City of Tigard R-4.5 and R-2. Uses include single-family homes on lots of varying sizes and a mobile home park.

Access to the subject site and homes to the south is via SW 113th Avenue from SW Durham Road; there are no other connections to streets in the area. The public right-of-way for 113th extends approximately 500 feet south of the subject site before becoming a shared private access drive for homes close to the Tualatin River.

Proposal Description

The proposal is to annex three parcels and adjacent right-of-way (approximately 7.5 acres) located on SW 113th Avenue south of SW Durham Road into the City of Tigard. The site's current Washington County zoning is R-5, which when annexed automatically becomes City of Tigard R-4.5 zoning. The applicant is also requesting to amend the comprehensive plan map designation and zoning for the three parcels from Low Density Residential (R-4.5 zoning) to Medium Density Residential (R-7 zoning).

Planning Commission Recommendation

On June 20, 2016 and July 18, 2016 the Tigard Planning Commission held public hearings to consider the proposal and make a recommendation to Council. At the June 20th hearing staff presented the staff report and recommended approval of the proposal. The applicant's representative presented the proposal and

testimony was given by both opponents and proponents of the proposal. Due to a late arriving petition from neighboring property owners opposing the changes to the Comprehensive Plan designation and zoning, the applicant's representative requested a continuance. The public hearing was held open and continued to a time certain (July 18, 2016).

At the July 18th hearing, staff introduced written documentation received from the applicant public comments into the record. The applicant was given time to speak and additional public testimony was received. Written comments and public testimony are discussed in greater detail in Section VIII of this report and in the minutes of the hearing. All testimony was considered by the Planning Commission as part of their deliberations. At the conclusion of their deliberations, the Planning Commission voted 7 to 1 in favor of a motion recommending City Council adopt the proposed amendment and annexation.

SECTION IV. REVIEW PROCESS

This section outlines the application review process. The proposal includes an annexation and a comprehensive plan amendment/zone change. Section 18.320 of the Tigard Community Development Code (TCDC) states that annexations shall be processed by means of a Type IV procedure, which is a public hearing before the Tigard City Council.

Because the request also includes amending the zoning and comprehensive plan map designation for three specific sites, it is considered a quasi-judicial amendment. According to TCDC 18.380.030.A, zone changes that include a comprehensive plan map amendment shall be processed by a Type III-PC procedure. The Tigard Planning Commission shall make a recommendation to the Council, and the council shall decide the applications.

This application will be decided by Tigard Planning Commission making a recommendation to the Council using the review criteria outlined in the following sections of the Tigard Community Development Code:

- 18.320 Annexations
- 18.380 Zoning and Map Amendments
- 18.390 Decision Making Procedures (section 18.390.060.G)

SECTION V. APPLICABLE CRITERIA, FINDINGS AND CONCLUSIONS

This section contains all the applicable city, state and metro policies, provisions, and criteria that apply to the proposed comprehensive plan map amendment and annexation. Each section is addressed demonstrating how each requirement is met.

Tigard Community Development Code (Title 18)

Chapter 18.320: Annexations

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

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

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

Water – City of Tigard/Tigard Water District. The property lies within the Tigard Water Service Area. The existing homes are served by city water. There are existing water lines in SW 113th Avenue, adjacent to the site. There is adequate capacity to serve future homes.

Sewer – City of Tigard. The existing homes utilize septic tanks. Homes in the future subdivision will be served by extension of the existing public line east of the subject site. Based on comments from the City of Tigard Public Works Department – Engineering Division, sewer is available in the area and there is adequate capacity to serve the future homes. However, the applicant should note that the existing topography may make it difficult to adequately serve the area west of the deep ravine.

Stormwater – City of Tigard. Stormwater from the future development will be directed to an on-site facility before being released into the on-site creeks. Treatment and detention will be required in accordance with Clean Water Services standards. Detention will control the amount and flow rate of water into the creeks.

Streets – City of Tigard Engineering Division. The subject property is currently served by a public street (SW 113th Avenue). New public streets extending from 113th will be constructed as part of the development to serve future homes. Street improvements along the site's 113th Avenue frontage are also required for development. The properties are within the Washington County Urban Road Maintenance District and will be removed from the district upon annexation.

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

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

Parks–City of Tigard. The annexation and development of this property will not adversely impact the city's ability or capacity to provide parks. System Development Charges for Parks will be collected for any future homes constructed on the site.

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

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

FINDING: The applicable comprehensive plan policies and implementing provisions have been satisfied

as shown later in this report.

Chapter 18.380 Zoning Map and Text Amendments

Chapter 18.380.030.B. Standards for making quasi-judicial decisions. A recommendation or a decision to approve, approve with conditions or to deny an application for a quasi-judicial amendment shall be based on all of the following standards:

- 1 Demonstration of compliance with all applicable comprehensive plan policies and map designations;**
- 2. Demonstration of compliance with all applicable standards of any provision of this code or other applicable implementing ordinance; and**

FINDING: The applicable comprehensive plan policies/map designations, code provisions, and implementing provisions have been satisfied as shown later in this report.

3. Evidence of change in the neighborhood or community or a mistake or inconsistency in the comprehensive plan or zoning map as it relates to the property which is the subject of the development application.

The applicant submits there is a definite inconsistency between the property's current Washington County R5 zoning designation and the City of Tigard's map designation of R-4.5. In Washington County's R5 zone, the minimum lot size is 5,500 square feet whereas in the City of Tigard's R-4.5 zone, the minimum lot size is a much larger 7,500 square feet. If the property were to stay in Washington County and develop under Washington County guidelines, the maximum number of lots allowed is 37. Even with the proposed map change to R-7, the maximum number of lots allowed by the City of Tigard's R-7 zone for this property is only 33 which is less than what the County's guidelines would allow. Under the City of Tigard's R-4.5 zone, the maximum number of lots allowed is 22. The applicant states that the City's R-7 zone is much more consistent with the County's R5 zone.

Chapter 18.390: Decision-Making Procedures

Chapter 18.390.060.G. Decision-making considerations. The recommendation by the Commission and the decision by the Council shall be based on consideration of the following factors:

- 1. The Statewide Planning Goals and Guidelines adopted under Oregon Revised Statutes Chapter 197;**
- 2. Any federal or state statutes or regulations found applicable;**
- 3. Any applicable Metro regulations;**
- 4. Any applicable comprehensive plan policies; and**
- 5. Any applicable provisions of the City's implementing ordinances.**

FINDING: Findings and conclusions are provided within this report for the applicable factors listed above for a Type IV review.

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

The City's Comprehensive Plan incorporated the Statewide Planning Goals and was acknowledged by the state as being in compliance with state law; therefore, the Statewide Goals are addressed under the Comprehensive Plan Policies Sections. The following Statewide Planning Goals are applicable: Goal 1: Citizen Involvement; Goal 2: Land Use Planning; Goal 10: Housing and Goal 14: Urbanization.

Applicable federal or state statutes or regulations;

FINDINGS:

ORS 222:

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

ORS 222.120 requires the city to hold a public hearing before its legislative body (City Council) and provide public notice to be published once each week for two successive weeks prior to the day of the hearing, in a newspaper of general circulation in the city, and shall cause notices of the hearing to be posted in four public places in the city for the same two week period. Because this application also includes an amendment to the comprehensive plan map designation, the process also includes a public hearing with the Tigard Planning Commission. A recommendation is made by the Commission to Tigard City Council.

The owners and registered voters of the subject parcels have signed petitions for annexation to the City. The site is contiguous to the City's boundary. The City mailed notice on May 26, 2016, and published public notice in *The Tigard Times* for two successive weeks (June 9 and June 16, 2016) prior to the June 20, 2016/July 26, 2016 public hearings, and posted the hearing notice for public view on June 1, 2016 in the Tigard Library, Tigard City Hall, Tigard Permit Center, and at the site on SW 113th Avenue. For the August 9, 2016 hearing the notice was mailed and posted on July 19, 2016 and published in *The Tigard Times* for two successive weeks (July 28 and August 4, 2016).

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

OAR 660-012-0060 (Transportation Planning Rule):

State law (ORS 197.646) requires that local governments comply with statewide planning goals and rules adopted to implement them when they consider plan amendments. The Transportation Planning Rule (TPR) implements Statewide Planning Goal 12 (Transportation) which requires local governments to plan for a safe, convenient, and adequate transportation system. Before approving plan or zone changes, cities and counties must determine whether existing transportation facilities and planned improvements will provide adequate capacity to support the new development that would be allowed by the proposed land use changes. If there is not adequate planned capacity, a "significant effect" occurs. When a city or county finds there is a significant effect, it must take steps to put land use and transportation in balance. Ways to do this include: adding planned transportation facilities or improvements, limiting land use or modifying performance standards to tolerate additional congestion.

The applicant has requested a change from R-4.5 (Low Density Residential) to R-7 (Medium Density Residential). Both zones allow single-family and duplex development along with some civic uses conditionally. The requested zone change would result in seven (7) additional units. If the site were developed with single-family detached homes (worst case scenario), these seven (7) units would be anticipated to generate 70 additional daily trips, of which seven trips would be during the peak hour. This trip generation would be less than the TCDC 18.810CC thresholds of 300 trips per day or 50 trips per peak hour above which a traffic impact study would be required for impacts to an ODOT facility. In addition, any future development will be required to improve the SW 113th Avenue frontage to current street standards and pay fees to mitigate impacts to the transportation system.

CONCLUSION: Staff finds that a significant effect does not occur with the proposed changes; therefore the provisions of OAR 660-012-0060 have been met.

Applicable Metro regulations;

Metro 3.09.045 (d) and (e)

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

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

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

The proposed annexation is not being reviewed through an expedited process, but subsections (d) of Metro Code 3.09.050 requires that the standards of 3.09.045 (d) & (e) be addressed.

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

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

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

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

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

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

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

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

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

and the applicable goals and policies were addressed previously in this report. The proposed annexation is consistent with the Tigard Public Facility Plan.

(E) Any applicable comprehensive plan; and

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

(2) Consider whether the boundary change would: (A) Promote the timely, orderly and economic provision of public facilities and services; (B) Affect the quality and quantity of urban services; and (C) Eliminate or avoid unnecessary duplication of facilities or services. The proposed annexation will allow urban services to be provided to the site for future homes. In addition, Tigard Police will serve the site instead of Washington County Sherriff. TVF&R will continue to provide service as it is a county-wide provider.

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

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

Metro 3.09.050 (b)

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

A draft staff report was available June 6, 2016, fifteen days prior to the public hearing.

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

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

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

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

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

The public hearings will took place on June 20/July 18/August 9, 2016. If the Council adopts findings to approve CPA2016-00001 and ZCA2016-00001, the effective date of the annexation will be upon filing with the Secretary of State office in accordance with Oregon Revised Statutes (ORS 222.180).

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

The proposed boundary change meets the applicable criteria as demonstrated by the application and supporting materials submitted by the applicant and evaluated in this staff report.

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

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

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

Applicable Comprehensive Plan Policies;

Policies applicable to both the Comprehensive Plan Amendment and Annexation:

Chapter 1: Citizen Involvement

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

Policy 2 The City shall define and publicize an appropriate role for citizens in each phase of the land use planning process.

Policy 5 The opportunities for citizen involvement provided by the City shall be appropriate to the scale of the planning effort and shall involve a broad cross-section of the community.

FINDING: Citizens, affected agencies, and other jurisdictions were given the “opportunity to participate in all phases of the planning process.” Several opportunities for participation are built into the application review process, including:

- Public Hearing notification requirements pursuant to Chapter 18.390.060 of the Tigard Community Development Code. Public hearing notice of the Planning Commission and City Council public hearings was sent to the interested parties list and all property owners within 500 feet of the subject parcels (May 26, 2016 and July 19, 2016) and posted in City Hall, Permit Center and the Tigard Public Library (June 1, 2016 and July 19, 2016).
- Notices were published in the June 9, June 16, July 28, and August 4, 2016 issues of The Tigard Times (in accordance with Tigard Development Code Chapter 18.390 & Metro Code 3.09.050). The notice invited public input and included the phone number of the review staff to answer questions.
- The site was posted with notice boards on June 1, 2016 and July 19, 2016.
- Posting on the City’s web site (June 6, 2016) and updated July 19, 2016.

CONCLUSION: Based on the findings above, Tigard Comprehensive Plan Goal 1.1 Policies 2 and 5 are met.

Policies related to the proposed Comprehensive Plan Amendment:

Chapter 2: Land Use Planning

Goal 2.1 Maintain an up-to-date Comprehensive Plan, implementing regulations and action plans as the legislative basis of Tigard's land use planning program.

Policy 3 **The City shall coordinate the adoption, amendment, and implementation of its land use program with other potentially affected jurisdictions and agencies.**

Potentially affected jurisdictions and agencies were given an opportunity to comment on the proposed annexation and zone change. Any comments that were received are addressed in Section VI: Outside Agency Comments. This policy is met.

Policy 15 **In addition to other Comprehensive Plan goals and policies deemed applicable, amendments to Tigard's Comprehensive Plan/Zone Map shall be subject to the following specific criteria:**

A. Transportation and other public facilities and services shall be available, or committed to be made available, and of sufficient capacity to serve the land uses allowed by the proposed map designation;

The subject site's parcels are currently served by the existing public street SW 113th Avenue, which is a local street. New public streets extending from 113th will need to be constructed to serve future homes. Right-of-way dedication and street frontage improvements along SW 113th Avenue will also be required as part of any future development.

The proposed plan map change is from the City of Tigard's R-4.5 zone to the R-7 zone. The applicant proposes to develop the site into a maximum of 29 lots. The maximum number of lots allowed under the R4.5 zone is 22, thus the applicant's proposal exceeds the R4.5 maximum by seven lots. If the site were developed with single-family detached homes (worst case scenario), these seven (7) units would be anticipated to generate 70 additional daily trips, of which seven trips would be during the peak hour. This trip generation would be less than the TCDC 18.810CC thresholds of 300 trips per day or 50 trips per peak hour above which a traffic impact study would be required for impacts to an ODOT facility. There is adequate capacity in the system to accommodate these additional trips. A traffic impact study will be conducted as part of the development application to identify and address traffic issues. This analysis is required for development under either the R-4.5 or R-7 zoning.

B. Development of land uses allowed by the new designation shall not negatively affect existing or planned transportation or other public facilities and services;

The subject parcels are currently in Washington County with an R5 zoning designation. If developed the site allows for a maximum of 37 units (minimum size of 5,500 square feet) under the current County zoning, 22 units under the City converted R-4.5 zoning (minimum lot size of 7,500 square feet), and 29 units under the applicant's proposed R-7 zoning (minimum lot size of 5,000 square feet). All of the designations allow detached dwellings as a permitted land use. The proposal as submitted calls for seven more detached dwellings than would otherwise be built under the City's R-4.5 zoning, but is eight fewer than under the property's present R5 zoning in the County.

The subject property is accessed from SW 113th Avenue, a local street serving properties in the area. This includes the commercial and multifamily development to the north and approximately fifteen single-family homes south of the subject property. As part of development, the applicant is required to construct street improvements and dedicate needed right-of-way to bring SW 113th Avenue up to local street standards. In addition, a traffic study will be performed as part of the subdivision application. The traffic study will give recommendations for any mitigation that may be necessary as a result of this development

Other public facilities have adequate capacity to serve the additional seven units allowed under the proposed R-7 zoning. The applicant will extend public lines to serve future homes.

C. The new land use designation shall fulfill a proven community need such as provision of needed commercial goods and services, employment, housing, public and community services, etc. in the particular location, versus other appropriately designated and developable properties;

The applicant submitted data sheets from Altos Research that demonstrate the strong seller's market currently being experienced all over the Portland and greater Portland area. The Market Action Index is a metric to evaluate and compare this market data. The figure of -30 indicates a buyer's market, 0 indicates an even market and +30 indicates a seller's market. The data shows a 65.6 Market Action Index in the Portland Metro Area, and that the market recently went below the 1,000-home availability level for inventory with approximately 742 homes on the market in the Portland area. Data for Tigard specifically shows a Market Action Index of 50.3 with only 138 single-family homes currently available for purchase. According to the applicant local real estate agents have recorded a huge demand for single-family housing all over the City and stated that new houses just can't be built quickly enough to fulfill the demand.

D. Demonstration that there is an inadequate amount of developable, appropriately designated, land for the land uses that would be allowed by the new designation;

In the near vicinity and referring to Exhibit A1 of the applicant's supplemental narrative, it can be seen that many areas surrounding the site are fully developed – meaning there is a limited supply in the area. The parcels to the east are developed housing projects, the area to the northeast is a developed apartment complex, the area to the south is developed as large-lot single-family dwelling units and the area to the west is a developed mobile/manufactured home park.

E. Demonstration that land uses allowed in the proposed designation could be developed in compliance with all applicable regulations and the purposes of any overlay district would be fulfilled;

Both the proposed R-7 and the designated R-4.5 are residential zones with largely the same regulations for single-family residential subdivisions. The difference is the minimum lot size (R-7 is 5,000 square feet and R-4.5 is 7,500 square feet) and density (R-7 will allow for a maximum of 29 lots and the R-4.5 allows for a maximum of 22 lots). A conceptual layout has been submitted showing the subdivision can be developed to be in compliance with all of the applicable R-7 regulations. The site does not have any overlay districts, although there are vegetated corridor/sensitive areas crossing the property which have been delineated by a professional environmental consultant and will be deemed as non-buildable areas. Any proposed subdivision would have to be designed around these areas. This policy is met.

F. Land uses permitted by the proposed designation would be compatible, or capable of being made compatible, with environmental conditions and surrounding land uses; and

The proposed zone would allow uses compatible with adjacent uses; including single-family detached homes. The property is surrounded by residential uses with the exception of the commercial use to the northwest of the subject site. There is no overlay district on the subject properties. There are vegetated corridor/sensitive areas crossing the property which have been delineated by a professional environmental consultant and will be deemed as non-buildable area. Any proposed subdivision would have to be designed around these areas. This policy is met.

G. Demonstration that the amendment does not detract from the viability of the City's natural systems.

The subject property has a total of approximately 88,460 square feet of vegetated corridor/sensitive area as determined by a professional environmental consultant. All of this area is proposed to be preserved, with the exception of a single suspended bridge crossing across the creek to provide access to the residential lots on the west side of the creek.

The proposed amendment from R-4.5 to R-7 does not in any way affect the vegetated corridor/sensitive area. This area has to be preserved regardless of the zoning designation. Regulations protecting the resource are the same for both R-4.5 and R-7 zoning.

Policy 16 **The City may condition the approval of a Plan/Zoning map amendment to assure the development of a definite land use(s) and per specific design/development requirements.**

Staff has no conditions of approval to recommend.

CONCLUSION: Based on the findings above, Tigard Comprehensive Plan Goal 2.1 Policies 3, 15, and 16 are met.

Chapter 10: Housing

Goal 10.1 *Provide opportunities for a variety of housing types at a range of price levels to meet the diverse housing needs of current and future City residents.*

Policy 1 **The City shall adopt and maintain land use policies, codes, and standards that provide opportunities to develop a variety of housing types that meet the needs, preferences and financial capabilities of Tigard’s present and future residents.**

Currently, approximately 69% of land is zoned for residential land uses. In 2013 the Council adopted a Housing Strategies report prepared by Angelo Planning Group and Johnson & Reid in support of the Periodic Review update to Goal 10, Housing. Background data for this report illustrated that at that time the city had about twice as much buildable land in areas zoned R-4.5 (149.5 net buildable acres) than in areas zoned R-7 (72.1 net buildable acres). The report analyzed the city’s current and future housing needs. The land supply meets the projected 20-year need for 6,550 new housing units in the city. However, this assumes the potential to build mostly attached or multi-family units in every zone above R-2, which leaves relatively little capacity to accommodate the projected need for single-family detached housing in some of these same zones. Once these detached units are accommodated, then the actual achieved housing capacity is less. Therefore, the proposed change to R-7 could provide additional capacity. This policy is met.

CONCLUSION: Based on the findings above, Tigard Comprehensive Plan Goal 10.1 Policy 1 is met.

Goal 10.2 *Maintain a high level of residential livability.*

Policy 5 **The City shall encourage housing that supports sustainable**

development patterns by promoting the efficient use of land, conservation of natural resources, easy access to public transit and other efficient modes of transportation, easy access to services and parks, resource efficient design and construction, and the use of renewable energy resources.

The site is adjacent to an area with commercial services and transit is available along SW Pacific Highway (approximately 1/3 of mile from the site). There are vegetated corridor/sensitive areas crossing the property which have been delineated by a professional environmental consultant and will be deemed as non-buildable area. Through a Planned Development process the applicant could develop the property in a sustainable pattern that promotes the efficient use of land and conservation of natural resources while also accommodating the higher density allowed by the zone change.

Policy 7 The City shall ensure that residential densities are appropriately related to locational characteristics and site conditions such as the presence of natural hazards and natural resources, availability of public facilities and services, and existing land use patterns.

The site does include a natural resource (drainageway). Both the R-4.5 zone and R-7 zones allow development of the site if the applicant can demonstrate compliance with Clean Water Services regulations. Through a Planned Development process the applicant could develop the property in a sustainable pattern that promotes the efficient use of land and conservation of natural resources while also accommodating the higher density allowed by the zone change.

CONCLUSION: Based on the findings above, Tigard Comprehensive Plan Goal 10.2 Policies 5, and 7 are met.

Policies related to the proposed Annexation:

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

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

Stormwater will be collected, treated and released into the on-site creeks. A downstream analysis will be necessary as part of the subdivision application to determine what improvements must be provided by the applicant to accommodate the increased stormwater.

CONCLUSION: Based on the findings above, Tigard Comprehensive Plan Goal 11.1 Policy 4 is met.

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

Policy 4 **The City shall require a property to be located within the City limits prior to receiving City wastewater services.**

City of Tigard sanitary service is available to the east of the site. All future public lines within the proposed subdivision will be owned and maintained by the City of Tigard. The applicant will not receive City services prior to annexation.

CONCLUSION: Based on the findings above, Tigard Comprehensive Plan Goal 11.3 Policy 4 is met.

Goal 14.1 Implement the Tigard Urban Services Agreement through all reasonable and necessary steps, including the appropriate annexation of unincorporated properties.

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

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

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

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

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

- A. can be accommodated by the City’s public facilities and services:**
- and**
- B. is consistent with applicable state statute.**

The availability of the City’s public facilities and services has been addressed above under 18.320.020.B, consistent with this policy. As reviewed earlier in this report, staff finds that the provisions of ORS 222 have been met, consistent with this policy.

Policy 4 **The City shall evaluate and may require that parcels adjacent to the proposed annexations be included to:**

- A. avoid creating unincorporated islands within the City;**
- B. enable public services to be efficiently and effectively extended to the entire area; or**
- C. implement a concept plan or sub-area master plan that has been approved by the Planning Commission or City Council.**

The proposed annexation creates an unincorporated island within the City made up of one parcel (tax lot 300) north of the site on the east of SW 113th Avenue. To avoid this, the City sent invitations to all adjacent owners to join

the annexation but did not receive any requests to join. Services can be efficiently provided by extending lines from adjacent sites or streets. The site is not part of a concept plan or sub-area master plan.

CONCLUSION: Annexation of additional parcels is not necessary at this time. The city has coordinated with all jurisdictions and agencies within/near the annexation site. The City of Tigard has the services/facilities available and at adequate capacity to serve the site. The proposed annexation is consistent with Tigard Comprehensive Plan Goal 14.1 Policies 1, 2, 3, and 4 are met.

Any applicable provisions of the City's implementing ordinances.

FINDINGS: Applicable criteria from the Tigard Community Development Code (Title 18) have been addressed previously in this report. The only additional City ordinance related to the proposal is Resolution 15-07. This resolution extended previously approved incentives for property owners that voluntarily annex into the city limits for reasons that do not include the need for city services. These incentives include waiver of the annexation application fee, assistance with paperwork and, phasing in of increased property taxes. Because the annexation is needed to serve the site for future development, these incentives cannot be extended to the applicant. As demonstrated in previous sections of this report, the proposed annexation is consistent with all other applicable provisions of the Tigard Development Code.

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

SECTION VI. ADDITIONAL CITY STAFF COMMENTS

The City of Tigard's Building Division, Police and Public Works Department had an opportunity to review this proposal and had no objections.

The City of Tigard's Public Works Engineering Division has reviewed the proposal and provided comments regarding streets, water, and sewer. No capacity issues were noted. Comments include:

- street improvements along the site's SW 113th frontage will be required with development
- sanitary sewer is available in the area but topography may make it difficult to serve the entire site
- water is available in SW 113th Avenue

SECTION VII. OUTSIDE AGENCY COMMENTS

The following agencies/jurisdictions had an opportunity to review this proposal and did not respond: **Metro Land Use and Planning, Clean Water Services, Tigard Tualatin School District #23J, Washington County Department of Land Use and Transportation, Oregon Department of Land Conservation and Development, Oregon Department of Transportation Region 1.**

Utility providers such as **Century Link, Portland General Electric, NW Natural Gas, Frontier Communications, and Comcast** were notified of the proposal. Only Frontier responded with a request for the developer to contact Frontier's office.

SECTION VIII. INTERESTED PARTIES COMMENTS

Written comments were received from one neighboring property owner during the review period; these comments were included in the Staff Report to the Planning Commission. These comments were passed along to the applicant. A written response to the commenter was not received, but the applicant noted that these concerns would be addressed during the public hearing. The comments are related to the current request to annex and amend the zoning/comp plan designation, while others are more related to future development. Only comments related to the current proposal can be considered. Staff responded in writing stating that compliance/consistency with city/regional/state requirements must be satisfied and that regulations related to development will be addressed in future applications.

A petition against rezoning the property was received the day of the June 20th public hearing (Exhibit A of the June 20, 2016 Planning Commission meeting minutes). Additional written comments were received from three neighboring property owners the day of the July 18th public hearing, in addition to an updated petition against rezoning the property that was signed by additional petitioners (Exhibits A-D of the draft July 18, 2016 Planning Commission meeting minutes).

The Planning Commission received and considered both written and oral comments from residents and stakeholders as part of their deliberations on July 18, 2016.

Written comments were submitted by the following interested parties:

- Todd Ouzts, 16425 SW 113th Ave., Portland, OR 97224, including a petition signed by 28 neighboring residents/property owners
- Robert Began, 16795 SW 113th Ave., Tigard, OR 97224
- Ramona Steel, 16440 SW 113th Ave., Tigard, OR 97224
- Vicki Craig (16325 SW 113th Ave., Portland, OR 97224), Tim & Kelia Meskel (16285 SW 113th Ave., Tigard, OR 97224), and Al & Theresa Scott (16380 SW 113th Ave., Tigard, OR 97224) – one letter signed by site property owners

Oral comments were submitted by the following individuals:

- Olivia Derringer, 16425 SW 113th Ave., Portland, OR 97224
- Todd Ouzts, 16425 SW 113th Ave., Portland, OR 97224
- Robert Prokop, 16445 SW 113th Ave., Tigard, OR 97224
- Vicki Craig, 16325 SW 113th Ave., Portland, OR 97224
- Dustin Pheif, 1 Jefferson Pkwy. #211, Lake Oswego, OR 97035
- Dave Hopkins, 4300 Orchard Wy., Lake Oswego, OR 97035
- Connie Krueger, 16785 SW 113th Ave., Portland, OR 97224

Listed below are the main highlights from the oral and written comments received. The full text of all comments can be found in the project file and Planning Commission minutes of June 20 and July 18, 2016.

Testimony in favor, received from one of the site property owners, notes there is a limited amount of land in the Tigard area and that the homes will be a good addition to the neighborhood and Tigard.

Testimony in opposition, received from neighbors, identify the following concerns:

- Residents in the neighboring mobile home park (Royal Villa) were not notified of the proposal
- Increased traffic (Durham and 113th) and on-street parking on SW 113th
- Loss of wildlife habitat and trees
- Loss of livability due to more residents/noise/litter/crime/smaller lots not in keeping with neighborhood character
- Impacts to on-site creeks
- Not opposed to development, just development at a higher density

The Planning Commission was presented copies of all written comments and heard all oral testimony before a motion to recommend approval of the proposed amendments. Overall, the Planning Commission found the project to meet all relevant approval criteria pertaining to the issues raised by the public.

SECTION IX. CONCLUSION

As demonstrated by the findings above, the proposed changes comply with the applicable Statewide Planning Goals, applicable regional, state and federal regulations, the Tigard Comprehensive Plan, and applicable provisions of the City's implementing ordinances.

Therefore, the Planning Commission recommends that the City Council adopt by ordinance the proposed Comprehensive Plan Amendment and Zone Change, as determined through the public hearing process.


PREPARED BY: Cheryl Caines
Associate Planner

July 27, 2016
DATE


APPROVED BY: Tom McGuire
Assistant Community Development Director

July 27, 2016
DATE

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

AN ORDINANCE ANNEXING THREE (3) PARCELS OF LAND AND ½ OF THE ADJOINING 113TH AVENUE RIGHT-OF-WAY TOTALING APPROXIMATELY 7.5 ACRES, APPROVING THE 113TH AVENUE ANNEXATION (ZCA2016-00001) AND WITHDRAWING PROPERTY FROM THE WASHINGTON COUNTY ENHANCED SHERIFF'S PATROL DISTRICT, WASHINGTON COUNTY URBAN ROADS MAINTENANCE DISTRICT AND TIGARD WATER DISTRICT.

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

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

WHEREAS, the Tigard Planning Commission held public hearings on June 20, 2016 and July 18, 2016 and recommended approval of the proposed annexation ZCA2016-00001 by motion of 7 to 1 in favor; and

WHEREAS, the City Council held a public hearing on August 9, 2016 to consider the Commission's recommendation on annexation of three (3) parcels described as Washington County Tax Map (WCTM) 2S115AB, Tax Lots 500, 1400, & 1500 of land located on SW 113th Avenue and adjoining right-of-way, and withdrawal of said parcels and right-of-way from the Washington County Enhanced Sheriff's Patrol District, Washington County Urban Roads Maintenance District and Tigard Water District; and

WHEREAS, pursuant to Metro 3.09, ORS 222.120 and 222.524, notice was given and the City held public hearings on the issue of the amendments and annexation into the City and on June 20, 2016, July 18, 2016, and August 9, 2016; and

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

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

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

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

SECTION 1: The Tigard City Council hereby annexes the subject parcels (Washington County Tax Map 2S115AB, Tax Lots 500, 1400, and 1500) and right-of-way as described and shown in the attached **Exhibit "A"** and withdraws said parcels from the Washington County Enhanced Sheriff's Patrol District, Washington County Urban Roads Maintenance District, and Tigard Water District.

SECTION 2: The Tigard City Council adopts the "Planning Commission Recommendation to City Council" (CPA2016-00001/ZCA20015-00002) as findings in support of this decision; a copy of the staff report is attached hereto as **Exhibit "B"** and incorporated herein by this reference.

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

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

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

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

Carol Krager, City Recorder

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

Approved as to form: _____
John L. Cook, Mayor

City Attorney

Date

EMERIO *Design*

*Civil Engineering
Land Survey
Land Use Planning
Construction Management*

CITY OF TIGARD ANNEXATION
S.W. 113TH AVENUE

JOB NO. 301-003
JULY 13, 2016

EXHIBIT A (PAGE 1 OF 5)

A PORTION OF LOT 19, "WILLOW-BROOK-FARM" (RECORDED IN PLAT BOOK 2, PAGE 26, WASHINGTON COUNTY PLAT RECORDS), LOCATED IN THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 1 WEST, OF THE WILLAMETTE MERIDIAN, WASHINGTON COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EXISTING CITY LIMIT OF THE CITY OF TIGARD AT THE NORTHEAST CORNER OF THAT TRACT OF LAND CONVEYED TO TIMOTHY MESKEL AND KELIA MESKEL BY DEED RECORDED IN DOCUMENT NO. 2003-058362, WASHINGTON COUNTY RECORDS, SAID POINT BEARS SOUTH 00°01'30" WEST, 190.00 FEET AND NORTH 89°47'00" WEST, 220.00 FEET FROM THE NORTHEAST CORNER OF SAID LOT 19;

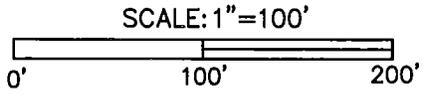
THENCE LEAVING SAID EXISTING CITY LIMIT ALONG THE EAST LINE OF SAID MESKEL TRACT, SOUTH 11°43'00" WEST, 321.95 FEET TO THE SOUTH LINE OF SAID LOT 19; THENCE ALONG SAID SOUTH LINE, NORTH 89°42'00" WEST, 372.56 FEET TO THE SOUTHWEST CORNER OF SAID LOT 19; THENCE ALONG THE WEST LINE OF SAID LOT 19, NORTH 00°06'30" WEST, 314.95 FEET TO THE NORTHWEST CORNER OF SAID MESKEL TRACT ON THE EXISTING CITY LIMIT OF THE CITY OF TIGARD; THENCE ALONG THE NORTH LINE OF SAID MESKEL TRACT AND EXISTING CITY LIMIT, SOUTH 89°47'00" EAST, 438.53 FEET TO THE POINT OF BEGINNING.

CONTAINING 127,834 SQUARE FEET (2.93 ACRES), MORE OR LESS.



REFERENCE: SN 4976, WASHINGTON COUNTY SURVEY RECORDS

EXHIBIT A (PAGE 2 OF 5)
 A PORTION OF LOT 19, "WILLOW-BROOK-FARM"
 LOCATED IN THE
 N.E. 1/4 OF SEC. 15, T.2S., R.1W., W.M.
 WASHINGTON COUNTY, OREGON



LEGEND
 ECL EXISTING CITY LIMIT
 TL TAX LOT (2S1 15AB)
 POB POINT OF BEGINNING
 D1 DOC. NO. 2003-058362

"WILLOW-BROOK-FARM" 18
 19

TL 1900

TL 1600

POB

N89°47'00"W 220.00'

ECL

S89°47'00"E 438.53'

ECL

20.00'

S00°01'30"W 190.00'

S.W. 113TH AVENUE
 (40.0' WIDE)

ECL
 N00°06'30"W 314.95'

D1
 DOC. NO. 2003-058362
 TL 1500

DESCRIBED AREA=
 2.93 ACRES

TL 1400

S11°43'00"W 321.95'

19

20

N89°42'00"W 372.56'

"WILLOW-BROOK-FARM"

TL 1200

**REGISTERED
 PROFESSIONAL
 LAND SURVEYOR**

Jon T. Feigion
OREGON
 JANUARY 15, 1987
 JON T. FEIGION
 2252

EXPIRES 12-31-17

REFERENCE SURVEY: SN 4976, WASHINGTON CO. SURVEY RECORDS

DRAWN BY: JTF	
JOB NO.: 301-003	CITY OF TIGARD ANNEXATION
SCALE: 1" = 100'	
DATE: 7-13-16	

EMERIO
Design

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EMERIO *Design*

*Civil Engineering
Land Survey
Land Use Planning
Construction Management*

CITY OF TIGARD ANNEXATION
S.W. 113TH AVENUE

JOB NO. 301-003
JULY 13, 2016

EXHIBIT A (PAGE 3 OF 5)

A PORTION OF LOTS 19, 23 AND 24, "WILLOW BROOK FARM" (RECORDED IN PLAT BOOK 2, PAGE 26, WASHINGTON COUNTY PLAT RECORDS), LOCATED IN THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 1 WEST, OF THE WILLAMETTE MERIDIAN, WASHINGTON COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EXISTING CITY LIMIT OF THE CITY OF TIGARD, ON THE CENTERLINE OF S.W. 113TH AVENUE (COUNTY ROAD NO. 1364, 40.00' WIDE), BEING AT THE NORTHEAST CORNER OF THAT TRACT OF LAND CONVEYED TO VICKI J. CRAIG, TRUSTEE OF THE CRAIG FAMILY TRUST, BY DEED IN DOCUMENT NO. 2011-079186, WASHINGTON COUNTY RECORDS, SAID POINT BEARS SOUTH 00°01'30" WEST, 190.00 FEET FROM THE NORTHEAST CORNER OF SAID LOT 19;

THENCE ALONG SAID EXISTING CITY LIMIT, AND ALONG SAID CENTERLINE, NORTH 00°01'30" EAST, 26.90 FEET TO THE WESTERLY EXTENSION OF THE NORTH LINE OF THAT TRACT OF LAND CONVEYED TO 113TH AVENUE, LLC BY DEED RECORDED AS DOCUMENT NO. 2016-009644, WASHINGTON COUNTY RECORDS; THENCE ALONG SAID WESTERLY EXTENSION, SOUTH 89°50'24" EAST, 20.00 FEET TO THE EAST RIGHT OF WAY LINE OF SAID S.W. 113TH AVENUE; THENCE LEAVING SAID EXISTING CITY LIMIT ALONG SAID EAST RIGHT OF WAY LINE SOUTH 00°01'30" WEST, 90.00 FEET TO THE NORTH LINE OF LOT 23, "WILLOW BROOK FARM"; THENCE ALONG SAID NORTH LINE, SOUTH 89°50'24" EAST, 574.15 FEET TO THE NORTHEAST CORNER OF SAID LOT 23 ON SAID CITY LIMIT; THENCE ALONG THE EAST LINE OF SAID LOT 23 AND SAID CITY LIMIT, SOUTH 00°00'45" WEST, 320.83 FEET TO THE SOUTHEAST CORNER OF THAT TRACT OF LAND CONVEYED TO TIMOTHY MESKEL AND KELIA MESKEL BY DEED IN DOCUMENT NO. 2003-107355, WASHINGTON COUNTY RECORDS; THENCE LEAVING SAID CITY LIMIT ALONG THE SOUTH LINE OF SAID MESKEL TRACT, THE FOLLOWING THREE COURSES: NORTH 65°12'20" WEST, 337.87 FEET; NORTH 00°00'50" WEST, 10.00 FEET; AND NORTH 89°46'52" WEST, 267.43 FEET TO THE EAST RIGHT OF WAY LINE OF SAID S.W. 113TH AVENUE;

CITY OF TIGARD ANNEXATION
S.W. 113TH AVENUE

JOB NO. 301-003
JULY 13, 2016

EXHIBIT A (PAGE 4 OF 5)

THENCE ALONG SAID EAST RIGHT OF WAY LINE, SOUTH 00°01'30" WEST, 73.13 FEET TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF SAID CRAIG FAMILY TRUST TRACT; THENCE ALONG SAID EASTERLY EXTENSION AND SOUTH LINE, NORTH 89°42'00" WEST, 303.18 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE ALONG THE WEST LINE OF SAID CRAIG TRACT, NORTH 11°43'00" EAST, 311.74 FEET TO THE NORTHWEST CORNER THEREOF ON THE EXISTING CITY LIMIT OF THE CITY OF TIGARD; THENCE ALONG THE NORTH LINE OF SAID CRAIG TRACT AND SAID CITY LIMIT, SOUTH 89°47'00" EAST, 220.00 FEET TO THE POINT OF BEGINNING.

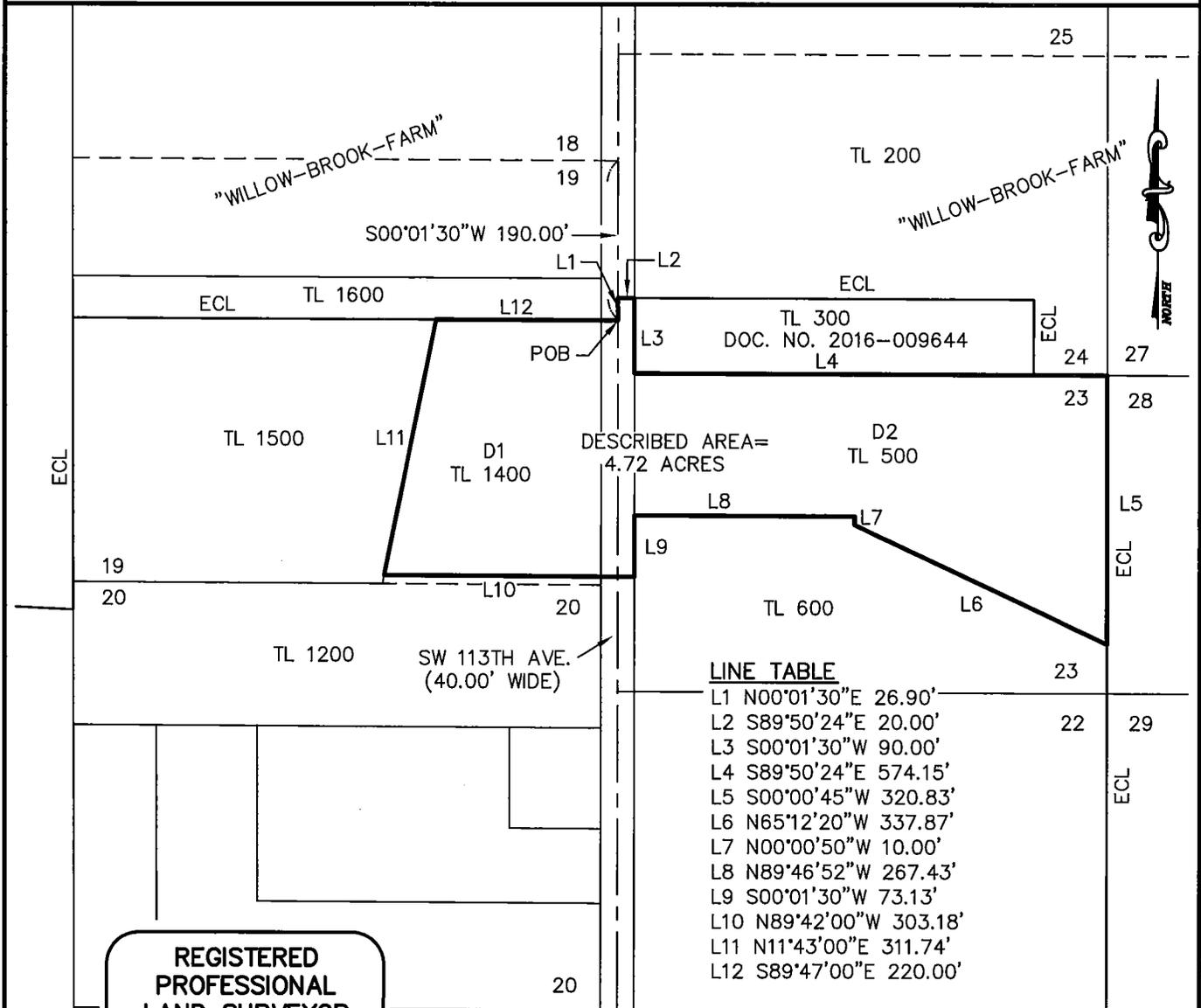
CONTAINING 205,809 SQUARE FEET (4.72 ACRES), MORE OR LESS.



REFERENCES: SN 4976, SN 19306, WASHINGTON COUNTY SURVEY RECORDS

EXHIBIT A (PAGE 5 OF 5)

A PORTION OF LOTS 19, 23 AND 24, "WILLOW BROOK FARM"
 LOCATED IN THE
 N.E. 1/4 OF SEC. 15, T.2S., R.1W., W.M.
 WASHINGTON COUNTY, OREGON



LINE TABLE

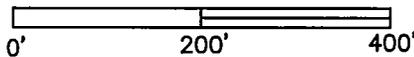
- L1 N00°01'30"E 26.90'
- L2 S89°50'24"E 20.00'
- L3 S00°01'30"W 90.00'
- L4 S89°50'24"E 574.15'
- L5 S00°00'45"W 320.83'
- L6 N65°12'20"W 337.87'
- L7 N00°00'50"W 10.00'
- L8 N89°46'52"W 267.43'
- L9 S00°01'30"W 73.13'
- L10 N89°42'00"W 303.18'
- L11 N11°43'00"E 311.74'
- L12 S89°47'00"E 220.00'

**REGISTERED
 PROFESSIONAL
 LAND SURVEYOR**

Jon T. Feigion
OREGON
 JANUARY 15, 1987
 JON T. FEIGION
 2252

EXPIRES 12-31-17

SCALE: 1" = 200'



LEGEND

- ECL EXISTING CITY LIMIT
- TL TAX LOT (2S1 15AB)
- POB POINT OF BEGINNING
- D1 DOC. NO. 2011-079186
- D2 DOC. NO. 2003-107355

REFERENCE SURVEYS: SN 4976, SN 19306, WASHINGTON CO. SURVEY RECORDS

DRAWN BY: JTF	
JOB NO.: 301-003	CITY OF TIGARD ANNEXATION
SCALE: 1" = 200'	
DATE: 7-13-16	

EMERIO
Design

8285 SW NIMBUS AVE, SUITE 180
 BEAVERTON, OREGON 97008
 TEL: (503) 746-8812
 FAX: (503) 639-9592
 www.emeriodesign.com

**PLANNING COMMISSION RECOMMENDATION
TO CITY COUNCIL
FOR THE CITY OF TIGARD, OREGON**



120 DAYS = N/A

SECTION I. APPLICATION SUMMARY

FILE NO.: Comprehensive Plan Amendment (CPA) 2016-00001
Annexation (ZCA) 2016-00001

FILE TITLE: 113th Avenue Comprehensive Plan Amendment and Annexation

APPLICANTS & PROPERTY OWNERS: Vicki Craig
16325 SW 113th Ave.
Tigard, OR 97224
Alexander & Theresa Scott
16380 SW 113th Ave.
Tigard, OR 97224
Timothy Meskel
16285 SW 113th Ave.
Tigard, OR 97224

APPLICANT'S REP: Emerio Design
Annemarie Skinner
8285 SW Nimbus Ave., Suite 180
Beaverton, OR 97008

REQUEST: The proposal is to annex three parcels and adjacent right-of-way (approximately 7.5 acres) located on SW 113th Avenue south of SW Durham Road into the City of Tigard. The site's current Washington County zoning is R-5, which when annexed automatically becomes City of Tigard R-4.5 zoning. The applicant is also requesting to amend the comprehensive plan map designation and zoning for the three parcels from Low Density Residential (R-4.5 zoning) to Medium Density Residential (R-7 zoning).

LOCATION: 16285/16325/16380 SW 113th Ave.;
WCTM and Tax Lots 2S115AB01500, 2S115AB01400, and 2S115AB00500

**COMP PLAN DESIGNATION/
ZONING DISTRICT:** Existing Washington Co. Zoning: R5: Min. four units per acre/max. five units per acre
Converted City of Tigard Zoning: Low Density Residential (R-4.5)
Proposed City of Tigard Zoning: Medium Density Residential (R-7)

APPLICABLE REVIEW CRITERIA: Community Development Code Chapters: 18.320, 18.380, 18.390; Comprehensive Plan Goals 1, 2, 10, 11 and 14; Oregon Revised Statutes Chapter 222; Statewide Planning Goals 1, 2, 10, 11 and 14; and Metro Code Chapter 3.09

SECTION II PLANNING COMMISSION RECOMMENDATION

The Planning Commission recommends that the City Council adopt by ordinance the proposed Comprehensive Plan Map Amendment and Annexation, as determined through the public hearing process.

SECTION III BACKGROUND INFORMATION

Site & Vicinity Description

The site (approximately 7.5 acres) is made up of three parcels on the east and west sides of SW 113th Avenue about 700 feet south of SW Durham Road. The proposed annexation area also includes the adjacent SW 113th Avenue right-of-way. Each parcel is developed with a single-family home, which are served by septic and City of Tigard water. The site contains sensitive areas (drainageway and vegetated corridor).

Due to the area's proximity to Durham Road and Pacific Highway, it has a variety of zoning designations and development types. Properties to the north are generally within the City of Tigard with the exception of tax lot 300, which is within unincorporated Washington County. This parcel is zoned Washington County R24 (residential, 19 units/acre min. density, 24 units/acre max. density) and developed with an apartment complex, approved by Washington County in May 2014. Other properties to the north are zoned City of Tigard C-G (General Commercial) and R-25 (Medium High Residential). These sites are developed with apartments and commercial buildings. Other zones in the area include Washington County R5 and R9 to the south and City of Tigard R-4.5 and R-2. Uses include single-family homes on lots of varying sizes and a mobile home park.

Access to the subject site and homes to the south is via SW 113th Avenue from SW Durham Road; there are no other connections to streets in the area. The public right-of-way for 113th extends approximately 500 feet south of the subject site before becoming a shared private access drive for homes close to the Tualatin River.

Proposal Description

The proposal is to annex three parcels and adjacent right-of-way (approximately 7.5 acres) located on SW 113th Avenue south of SW Durham Road into the City of Tigard. The site's current Washington County zoning is R-5, which when annexed automatically becomes City of Tigard R-4.5 zoning. The applicant is also requesting to amend the comprehensive plan map designation and zoning for the three parcels from Low Density Residential (R-4.5 zoning) to Medium Density Residential (R-7 zoning).

Planning Commission Recommendation

On June 20, 2016 and July 18, 2016 the Tigard Planning Commission held public hearings to consider the proposal and make a recommendation to Council. At the June 20th hearing staff presented the staff report and recommended approval of the proposal. The applicant's representative presented the proposal and

testimony was given by both opponents and proponents of the proposal. Due to a late arriving petition from neighboring property owners opposing the changes to the Comprehensive Plan designation and zoning, the applicant's representative requested a continuance. The public hearing was held open and continued to a time certain (July 18, 2016).

At the July 18th hearing, staff introduced written documentation received from the applicant public comments into the record. The applicant was given time to speak and additional public testimony was received. Written comments and public testimony are discussed in greater detail in Section VIII of this report and in the minutes of the hearing. All testimony was considered by the Planning Commission as part of their deliberations. At the conclusion of their deliberations, the Planning Commission voted 7 to 1 in favor of a motion recommending City Council adopt the proposed amendment and annexation.

SECTION IV. REVIEW PROCESS

This section outlines the application review process. The proposal includes an annexation and a comprehensive plan amendment/zone change. Section 18.320 of the Tigard Community Development Code (TCDC) states that annexations shall be processed by means of a Type IV procedure, which is a public hearing before the Tigard City Council.

Because the request also includes amending the zoning and comprehensive plan map designation for three specific sites, it is considered a quasi-judicial amendment. According to TCDC 18.380.030.A, zone changes that include a comprehensive plan map amendment shall be processed by a Type III-PC procedure. The Tigard Planning Commission shall make a recommendation to the Council, and the council shall decide the applications.

This application will be decided by Tigard Planning Commission making a recommendation to the Council using the review criteria outlined in the following sections of the Tigard Community Development Code:

- 18.320 Annexations
- 18.380 Zoning and Map Amendments
- 18.390 Decision Making Procedures (section 18.390.060.G)

SECTION V. APPLICABLE CRITERIA, FINDINGS AND CONCLUSIONS

This section contains all the applicable city, state and metro policies, provisions, and criteria that apply to the proposed comprehensive plan map amendment and annexation. Each section is addressed demonstrating how each requirement is met.

Tigard Community Development Code (Title 18)

Chapter 18.320: Annexations

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

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

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

Water – City of Tigard/Tigard Water District. The property lies within the Tigard Water Service Area. The existing homes are served by city water. There are existing water lines in SW 113th Avenue, adjacent to the site. There is adequate capacity to serve future homes.

Sewer – City of Tigard. The existing homes utilize septic tanks. Homes in the future subdivision will be served by extension of the existing public line east of the subject site. Based on comments from the City of Tigard Public Works Department – Engineering Division, sewer is available in the area and there is adequate capacity to serve the future homes. However, the applicant should note that the existing topography may make it difficult to adequately serve the area west of the deep ravine.

Stormwater – City of Tigard. Stormwater from the future development will be directed to an on-site facility before being released into the on-site creeks. Treatment and detention will be required in accordance with Clean Water Services standards. Detention will control the amount and flow rate of water into the creeks.

Streets – City of Tigard Engineering Division. The subject property is currently served by a public street (SW 113th Avenue). New public streets extending from 113th will be constructed as part of the development to serve future homes. Street improvements along the site's 113th Avenue frontage are also required for development. The properties are within the Washington County Urban Road Maintenance District and will be removed from the district upon annexation.

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

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

Parks–City of Tigard. The annexation and development of this property will not adversely impact the city's ability or capacity to provide parks. System Development Charges for Parks will be collected for any future homes constructed on the site.

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

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

FINDING: The applicable comprehensive plan policies and implementing provisions have been satisfied

as shown later in this report.

Chapter 18.380 Zoning Map and Text Amendments

Chapter 18.380.030.B. Standards for making quasi-judicial decisions. A recommendation or a decision to approve, approve with conditions or to deny an application for a quasi-judicial amendment shall be based on all of the following standards:

- 1 Demonstration of compliance with all applicable comprehensive plan policies and map designations;**
- 2. Demonstration of compliance with all applicable standards of any provision of this code or other applicable implementing ordinance; and**

FINDING: The applicable comprehensive plan policies/map designations, code provisions, and implementing provisions have been satisfied as shown later in this report.

3. Evidence of change in the neighborhood or community or a mistake or inconsistency in the comprehensive plan or zoning map as it relates to the property which is the subject of the development application.

The applicant submits there is a definite inconsistency between the property's current Washington County R5 zoning designation and the City of Tigard's map designation of R-4.5. In Washington County's R5 zone, the minimum lot size is 5,500 square feet whereas in the City of Tigard's R-4.5 zone, the minimum lot size is a much larger 7,500 square feet. If the property were to stay in Washington County and develop under Washington County guidelines, the maximum number of lots allowed is 37. Even with the proposed map change to R-7, the maximum number of lots allowed by the City of Tigard's R-7 zone for this property is only 33 which is less than what the County's guidelines would allow. Under the City of Tigard's R-4.5 zone, the maximum number of lots allowed is 22. The applicant states that the City's R-7 zone is much more consistent with the County's R5 zone.

Chapter 18.390: Decision-Making Procedures

Chapter 18.390.060.G. Decision-making considerations. The recommendation by the Commission and the decision by the Council shall be based on consideration of the following factors:

- 1. The Statewide Planning Goals and Guidelines adopted under Oregon Revised Statutes Chapter 197;**
- 2. Any federal or state statutes or regulations found applicable;**
- 3. Any applicable Metro regulations;**
- 4. Any applicable comprehensive plan policies; and**
- 5. Any applicable provisions of the City's implementing ordinances.**

FINDING: Findings and conclusions are provided within this report for the applicable factors listed above for a Type IV review.

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

The City's Comprehensive Plan incorporated the Statewide Planning Goals and was acknowledged by the state as being in compliance with state law; therefore, the Statewide Goals are addressed under the Comprehensive Plan Policies Sections. The following Statewide Planning Goals are applicable: Goal 1: Citizen Involvement; Goal 2: Land Use Planning; Goal 10: Housing and Goal 14: Urbanization.

Applicable federal or state statutes or regulations;

FINDINGS:

ORS 222:

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

ORS 222.120 requires the city to hold a public hearing before its legislative body (City Council) and provide public notice to be published once each week for two successive weeks prior to the day of the hearing, in a newspaper of general circulation in the city, and shall cause notices of the hearing to be posted in four public places in the city for the same two week period. Because this application also includes an amendment to the comprehensive plan map designation, the process also includes a public hearing with the Tigard Planning Commission. A recommendation is made by the Commission to Tigard City Council.

The owners and registered voters of the subject parcels have signed petitions for annexation to the City. The site is contiguous to the City's boundary. The City mailed notice on May 26, 2016, and published public notice in *The Tigard Times* for two successive weeks (June 9 and June 16, 2016) prior to the June 20, 2016/July 26, 2016 public hearings, and posted the hearing notice for public view on June 1, 2016 in the Tigard Library, Tigard City Hall, Tigard Permit Center, and at the site on SW 113th Avenue. For the August 9, 2016 hearing the notice was mailed and posted on July 19, 2016 and published in *The Tigard Times* for two successive weeks (July 28 and August 4, 2016).

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

OAR 660-012-0060 (Transportation Planning Rule):

State law (ORS 197.646) requires that local governments comply with statewide planning goals and rules adopted to implement them when they consider plan amendments. The Transportation Planning Rule (TPR) implements Statewide Planning Goal 12 (Transportation) which requires local governments to plan for a safe, convenient, and adequate transportation system. Before approving plan or zone changes, cities and counties must determine whether existing transportation facilities and planned improvements will provide adequate capacity to support the new development that would be allowed by the proposed land use changes. If there is not adequate planned capacity, a "significant effect" occurs. When a city or county finds there is a significant effect, it must take steps to put land use and transportation in balance. Ways to do this include: adding planned transportation facilities or improvements, limiting land use or modifying performance standards to tolerate additional congestion.

The applicant has requested a change from R-4.5 (Low Density Residential) to R-7 (Medium Density Residential). Both zones allow single-family and duplex development along with some civic uses conditionally. The requested zone change would result in seven (7) additional units. If the site were developed with single-family detached homes (worst case scenario), these seven (7) units would be anticipated to generate 70 additional daily trips, of which seven trips would be during the peak hour. This trip generation would be less than the TCDC 18.810CC thresholds of 300 trips per day or 50 trips per peak hour above which a traffic impact study would be required for impacts to an ODOT facility. In addition, any future development will be required to improve the SW 113th Avenue frontage to current street standards and pay fees to mitigate impacts to the transportation system.

CONCLUSION: Staff finds that a significant effect does not occur with the proposed changes; therefore the provisions of OAR 660-012-0060 have been met.

Applicable Metro regulations;

Metro 3.09.045 (d) and (e)

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

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

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

The proposed annexation is not being reviewed through an expedited process, but subsections (d) of Metro Code 3.09.050 requires that the standards of 3.09.045 (d) & (e) be addressed.

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

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

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

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

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

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

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

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

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

and the applicable goals and policies were addressed previously in this report. The proposed annexation is consistent with the Tigard Public Facility Plan.

(E) Any applicable comprehensive plan; and

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

(2) Consider whether the boundary change would: (A) Promote the timely, orderly and economic provision of public facilities and services; (B) Affect the quality and quantity of urban services; and (C) Eliminate or avoid unnecessary duplication of facilities or services. The proposed annexation will allow urban services to be provided to the site for future homes. In addition, Tigard Police will serve the site instead of Washington County Sherriff. TVF&R will continue to provide service as it is a county-wide provider.

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

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

Metro 3.09.050 (b)

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

A draft staff report was available June 6, 2016, fifteen days prior to the public hearing.

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

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

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

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

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

The public hearings will took place on June 20/July 18/August 9, 2016. If the Council adopts findings to approve CPA2016-00001 and ZCA2016-00001, the effective date of the annexation will be upon filing with the Secretary of State office in accordance with Oregon Revised Statutes (ORS 222.180).

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

The proposed boundary change meets the applicable criteria as demonstrated by the application and supporting materials submitted by the applicant and evaluated in this staff report.

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

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

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

Applicable Comprehensive Plan Policies;

Policies applicable to both the Comprehensive Plan Amendment and Annexation:

Chapter 1: Citizen Involvement

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

Policy 2 The City shall define and publicize an appropriate role for citizens in each phase of the land use planning process.

Policy 5 The opportunities for citizen involvement provided by the City shall be appropriate to the scale of the planning effort and shall involve a broad cross-section of the community.

FINDING: Citizens, affected agencies, and other jurisdictions were given the “opportunity to participate in all phases of the planning process.” Several opportunities for participation are built into the application review process, including:

- Public Hearing notification requirements pursuant to Chapter 18.390.060 of the Tigard Community Development Code. Public hearing notice of the Planning Commission and City Council public hearings was sent to the interested parties list and all property owners within 500 feet of the subject parcels (May 26, 2016 and July 19, 2016) and posted in City Hall, Permit Center and the Tigard Public Library (June 1, 2016 and July 19, 2016).
- Notices were published in the June 9, June 16, July 28, and August 4, 2016 issues of The Tigard Times (in accordance with Tigard Development Code Chapter 18.390 & Metro Code 3.09.050). The notice invited public input and included the phone number of the review staff to answer questions.
- The site was posted with notice boards on June 1, 2016 and July 19, 2016.
- Posting on the City’s web site (June 6, 2016) and updated July 19, 2016.

CONCLUSION: Based on the findings above, Tigard Comprehensive Plan Goal 1.1 Policies 2 and 5 are met.

Policies related to the proposed Comprehensive Plan Amendment:

Chapter 2: Land Use Planning

Goal 2.1 Maintain an up-to-date Comprehensive Plan, implementing regulations and action plans as the legislative basis of Tigard's land use planning program.

Policy 3 **The City shall coordinate the adoption, amendment, and implementation of its land use program with other potentially affected jurisdictions and agencies.**

Potentially affected jurisdictions and agencies were given an opportunity to comment on the proposed annexation and zone change. Any comments that were received are addressed in Section VI: Outside Agency Comments. This policy is met.

Policy 15 **In addition to other Comprehensive Plan goals and policies deemed applicable, amendments to Tigard's Comprehensive Plan/Zone Map shall be subject to the following specific criteria:**

A. Transportation and other public facilities and services shall be available, or committed to be made available, and of sufficient capacity to serve the land uses allowed by the proposed map designation;

The subject site's parcels are currently served by the existing public street SW 113th Avenue, which is a local street. New public streets extending from 113th will need to be constructed to serve future homes. Right-of-way dedication and street frontage improvements along SW 113th Avenue will also be required as part of any future development.

The proposed plan map change is from the City of Tigard's R-4.5 zone to the R-7 zone. The applicant proposes to develop the site into a maximum of 29 lots. The maximum number of lots allowed under the R4.5 zone is 22, thus the applicant's proposal exceeds the R4.5 maximum by seven lots. If the site were developed with single-family detached homes (worst case scenario), these seven (7) units would be anticipated to generate 70 additional daily trips, of which seven trips would be during the peak hour. This trip generation would be less than the TCDC 18.810CC thresholds of 300 trips per day or 50 trips per peak hour above which a traffic impact study would be required for impacts to an ODOT facility. There is adequate capacity in the system to accommodate these additional trips. A traffic impact study will be conducted as part of the development application to identify and address traffic issues. This analysis is required for development under either the R-4.5 or R-7 zoning.

B. Development of land uses allowed by the new designation shall not negatively affect existing or planned transportation or other public facilities and services;

The subject parcels are currently in Washington County with an R5 zoning designation. If developed the site allows for a maximum of 37 units (minimum size of 5,500 square feet) under the current County zoning, 22 units under the City converted R-4.5 zoning (minimum lot size of 7,500 square feet), and 29 units under the applicant's proposed R-7 zoning (minimum lot size of 5,000 square feet). All of the designations allow detached dwellings as a permitted land use. The proposal as submitted calls for seven more detached dwellings than would otherwise be built under the City's R-4.5 zoning, but is eight fewer than under the property's present R5 zoning in the County.

The subject property is accessed from SW 113th Avenue, a local street serving properties in the area. This includes the commercial and multifamily development to the north and approximately fifteen single-family homes south of the subject property. As part of development, the applicant is required to construct street improvements and dedicate needed right-of-way to bring SW 113th Avenue up to local street standards. In addition, a traffic study will be performed as part of the subdivision application. The traffic study will give recommendations for any mitigation that may be necessary as a result of this development

Other public facilities have adequate capacity to serve the additional seven units allowed under the proposed R-7 zoning. The applicant will extend public lines to serve future homes.

C. The new land use designation shall fulfill a proven community need such as provision of needed commercial goods and services, employment, housing, public and community services, etc. in the particular location, versus other appropriately designated and developable properties;

The applicant submitted data sheets from Altos Research that demonstrate the strong seller's market currently being experienced all over the Portland and greater Portland area. The Market Action Index is a metric to evaluate and compare this market data. The figure of -30 indicates a buyer's market, 0 indicates an even market and +30 indicates a seller's market. The data shows a 65.6 Market Action Index in the Portland Metro Area, and that the market recently went below the 1,000-home availability level for inventory with approximately 742 homes on the market in the Portland area. Data for Tigard specifically shows a Market Action Index of 50.3 with only 138 single-family homes currently available for purchase. According to the applicant local real estate agents have recorded a huge demand for single-family housing all over the City and stated that new houses just can't be built quickly enough to fulfill the demand.

D. Demonstration that there is an inadequate amount of developable, appropriately designated, land for the land uses that would be allowed by the new designation;

In the near vicinity and referring to Exhibit A1 of the applicant's supplemental narrative, it can be seen that many areas surrounding the site are fully developed – meaning there is a limited supply in the area. The parcels to the east are developed housing projects, the area to the northeast is a developed apartment complex, the area to the south is developed as large-lot single-family dwelling units and the area to the west is a developed mobile/manufactured home park.

E. Demonstration that land uses allowed in the proposed designation could be developed in compliance with all applicable regulations and the purposes of any overlay district would be fulfilled;

Both the proposed R-7 and the designated R-4.5 are residential zones with largely the same regulations for single-family residential subdivisions. The difference is the minimum lot size (R-7 is 5,000 square feet and R-4.5 is 7,500 square feet) and density (R-7 will allow for a maximum of 29 lots and the R-4.5 allows for a maximum of 22 lots). A conceptual layout has been submitted showing the subdivision can be developed to be in compliance with all of the applicable R-7 regulations. The site does not have any overlay districts, although there are vegetated corridor/sensitive areas crossing the property which have been delineated by a professional environmental consultant and will be deemed as non-buildable areas. Any proposed subdivision would have to be designed around these areas. This policy is met.

F. Land uses permitted by the proposed designation would be compatible, or capable of being made compatible, with environmental conditions and surrounding land uses; and

The proposed zone would allow uses compatible with adjacent uses; including single-family detached homes. The property is surrounded by residential uses with the exception of the commercial use to the northwest of the subject site. There is no overlay district on the subject properties. There are vegetated corridor/sensitive areas crossing the property which have been delineated by a professional environmental consultant and will be deemed as non-buildable area. Any proposed subdivision would have to be designed around these areas. This policy is met.

G. Demonstration that the amendment does not detract from the viability of the City's natural systems.

The subject property has a total of approximately 88,460 square feet of vegetated corridor/sensitive area as determined by a professional environmental consultant. All of this area is proposed to be preserved, with the exception of a single suspended bridge crossing across the creek to provide access to the residential lots on the west side of the creek.

The proposed amendment from R-4.5 to R-7 does not in any way affect the vegetated corridor/sensitive area. This area has to be preserved regardless of the zoning designation. Regulations protecting the resource are the same for both R-4.5 and R-7 zoning.

Policy 16 **The City may condition the approval of a Plan/Zoning map amendment to assure the development of a definite land use(s) and per specific design/development requirements.**

Staff has no conditions of approval to recommend.

CONCLUSION: Based on the findings above, Tigard Comprehensive Plan Goal 2.1 Policies 3, 15, and 16 are met.

Chapter 10: Housing

Goal 10.1 *Provide opportunities for a variety of housing types at a range of price levels to meet the diverse housing needs of current and future City residents.*

Policy 1 **The City shall adopt and maintain land use policies, codes, and standards that provide opportunities to develop a variety of housing types that meet the needs, preferences and financial capabilities of Tigard’s present and future residents.**

Currently, approximately 69% of land is zoned for residential land uses. In 2013 the Council adopted a Housing Strategies report prepared by Angelo Planning Group and Johnson & Reid in support of the Periodic Review update to Goal 10, Housing. Background data for this report illustrated that at that time the city had about twice as much buildable land in areas zoned R-4.5 (149.5 net buildable acres) than in areas zoned R-7 (72.1 net buildable acres). The report analyzed the city’s current and future housing needs. The land supply meets the projected 20-year need for 6,550 new housing units in the city. However, this assumes the potential to build mostly attached or multi-family units in every zone above R-2, which leaves relatively little capacity to accommodate the projected need for single-family detached housing in some of these same zones. Once these detached units are accommodated, then the actual achieved housing capacity is less. Therefore, the proposed change to R-7 could provide additional capacity. This policy is met.

CONCLUSION: Based on the findings above, Tigard Comprehensive Plan Goal 10.1 Policy 1 is met.

Goal 10.2 *Maintain a high level of residential livability.*

Policy 5 **The City shall encourage housing that supports sustainable**

development patterns by promoting the efficient use of land, conservation of natural resources, easy access to public transit and other efficient modes of transportation, easy access to services and parks, resource efficient design and construction, and the use of renewable energy resources.

The site is adjacent to an area with commercial services and transit is available along SW Pacific Highway (approximately 1/3 of mile from the site). There are vegetated corridor/sensitive areas crossing the property which have been delineated by a professional environmental consultant and will be deemed as non-buildable area. Through a Planned Development process the applicant could develop the property in a sustainable pattern that promotes the efficient use of land and conservation of natural resources while also accommodating the higher density allowed by the zone change.

Policy 7 The City shall ensure that residential densities are appropriately related to locational characteristics and site conditions such as the presence of natural hazards and natural resources, availability of public facilities and services, and existing land use patterns.

The site does include a natural resource (drainageway). Both the R-4.5 zone and R-7 zones allow development of the site if the applicant can demonstrate compliance with Clean Water Services regulations. Through a Planned Development process the applicant could develop the property in a sustainable pattern that promotes the efficient use of land and conservation of natural resources while also accommodating the higher density allowed by the zone change.

CONCLUSION: Based on the findings above, Tigard Comprehensive Plan Goal 10.2 Policies 5, and 7 are met.

Policies related to the proposed Annexation:

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

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

Stormwater will be collected, treated and released into the on-site creeks. A downstream analysis will be necessary as part of the subdivision application to determine what improvements must be provided by the applicant to accommodate the increased stormwater.

CONCLUSION: Based on the findings above, Tigard Comprehensive Plan Goal 11.1 Policy 4 is met.

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

Policy 4 **The City shall require a property to be located within the City limits prior to receiving City wastewater services.**

City of Tigard sanitary service is available to the east of the site. All future public lines within the proposed subdivision will be owned and maintained by the City of Tigard. The applicant will not receive City services prior to annexation.

CONCLUSION: Based on the findings above, Tigard Comprehensive Plan Goal 11.3 Policy 4 is met.

Goal 14.1 Implement the Tigard Urban Services Agreement through all reasonable and necessary steps, including the appropriate annexation of unincorporated properties.

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

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

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

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

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

- A. can be accommodated by the City’s public facilities and services;**
- and**
- B. is consistent with applicable state statute.**

The availability of the City’s public facilities and services has been addressed above under 18.320.020.B, consistent with this policy. As reviewed earlier in this report, staff finds that the provisions of ORS 222 have been met, consistent with this policy.

Policy 4 **The City shall evaluate and may require that parcels adjacent to the proposed annexations be included to:**

- A. avoid creating unincorporated islands within the City;**
- B. enable public services to be efficiently and effectively extended to the entire area; or**
- C. implement a concept plan or sub-area master plan that has been approved by the Planning Commission or City Council.**

The proposed annexation creates an unincorporated island within the City made up of one parcel (tax lot 300) north of the site on the east of SW 113th Avenue. To avoid this, the City sent invitations to all adjacent owners to join

the annexation but did not receive any requests to join. Services can be efficiently provided by extending lines from adjacent sites or streets. The site is not part of a concept plan or sub-area master plan.

CONCLUSION: Annexation of additional parcels is not necessary at this time. The city has coordinated with all jurisdictions and agencies within/near the annexation site. The City of Tigard has the services/facilities available and at adequate capacity to serve the site. The proposed annexation is consistent with Tigard Comprehensive Plan Goal 14.1 Policies 1, 2, 3, and 4 are met.

Any applicable provisions of the City's implementing ordinances.

FINDINGS: Applicable criteria from the Tigard Community Development Code (Title 18) have been addressed previously in this report. The only additional City ordinance related to the proposal is Resolution 15-07. This resolution extended previously approved incentives for property owners that voluntarily annex into the city limits for reasons that do not include the need for city services. These incentives include waiver of the annexation application fee, assistance with paperwork and, phasing in of increased property taxes. Because the annexation is needed to serve the site for future development, these incentives cannot be extended to the applicant. As demonstrated in previous sections of this report, the proposed annexation is consistent with all other applicable provisions of the Tigard Development Code.

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

SECTION VI. ADDITIONAL CITY STAFF COMMENTS

The City of Tigard's Building Division, Police and Public Works Department had an opportunity to review this proposal and had no objections.

The City of Tigard's Public Works Engineering Division has reviewed the proposal and provided comments regarding streets, water, and sewer. No capacity issues were noted. Comments include:

- street improvements along the site's SW 113th frontage will be required with development
- sanitary sewer is available in the area but topography may make it difficult to serve the entire site
- water is available in SW 113th Avenue

SECTION VII. OUTSIDE AGENCY COMMENTS

The following agencies/jurisdictions had an opportunity to review this proposal and did not respond: **Metro Land Use and Planning, Clean Water Services, Tigard Tualatin School District #23J, Washington County Department of Land Use and Transportation, Oregon Department of Land Conservation and Development, Oregon Department of Transportation Region 1.**

Utility providers such as **Century Link, Portland General Electric, NW Natural Gas, Frontier Communications, and Comcast** were notified of the proposal. Only Frontier responded with a request for the developer to contact Frontier's office.

SECTION VIII. INTERESTED PARTIES COMMENTS

Written comments were received from one neighboring property owner during the review period; these comments were included in the Staff Report to the Planning Commission. These comments were passed along to the applicant. A written response to the commenter was not received, but the applicant noted that these concerns would be addressed during the public hearing. The comments are related to the current request to annex and amend the zoning/comp plan designation, while others are more related to future development. Only comments related to the current proposal can be considered. Staff responded in writing stating that compliance/consistency with city/regional/state requirements must be satisfied and that regulations related to development will be addressed in future applications.

A petition against rezoning the property was received the day of the June 20th public hearing (Exhibit A of the June 20, 2016 Planning Commission meeting minutes). Additional written comments were received from three neighboring property owners the day of the July 18th public hearing, in addition to an updated petition against rezoning the property that was signed by additional petitioners (Exhibits A-D of the draft July 18, 2016 Planning Commission meeting minutes).

The Planning Commission received and considered both written and oral comments from residents and stakeholders as part of their deliberations on July 18, 2016.

Written comments were submitted by the following interested parties:

- Todd Ouzts, 16425 SW 113th Ave., Portland, OR 97224, including a petition signed by 28 neighboring residents/property owners
- Robert Began, 16795 SW 113th Ave., Tigard, OR 97224
- Ramona Steel, 16440 SW 113th Ave., Tigard, OR 97224
- Vicki Craig (16325 SW 113th Ave., Portland, OR 97224), Tim & Kelia Meskel (16285 SW 113th Ave., Tigard, OR 97224), and Al & Theresa Scott (16380 SW 113th Ave., Tigard, OR 97224) – one letter signed by site property owners

Oral comments were submitted by the following individuals:

- Olivia Derringer, 16425 SW 113th Ave., Portland, OR 97224
- Todd Ouzts, 16425 SW 113th Ave., Portland, OR 97224
- Robert Prokop, 16445 SW 113th Ave., Tigard, OR 97224
- Vicki Craig, 16325 SW 113th Ave., Portland, OR 97224
- Dustin Pheif, 1 Jefferson Pkwy. #211, Lake Oswego, OR 97035
- Dave Hopkins, 4300 Orchard Wy., Lake Oswego, OR 97035
- Connie Krueger, 16785 SW 113th Ave., Portland, OR 97224

Listed below are the main highlights from the oral and written comments received. The full text of all comments can be found in the project file and Planning Commission minutes of June 20 and July 18, 2016.

Testimony in favor, received from one of the site property owners, notes there is a limited amount of land in the Tigard area and that the homes will be a good addition to the neighborhood and Tigard.

Testimony in opposition, received from neighbors, identify the following concerns:

- Residents in the neighboring mobile home park (Royal Villa) were not notified of the proposal
- Increased traffic (Durham and 113th) and on-street parking on SW 113th
- Loss of wildlife habitat and trees
- Loss of livability due to more residents/noise/litter/crime/smaller lots not in keeping with neighborhood character
- Impacts to on-site creeks
- Not opposed to development, just development at a higher density

The Planning Commission was presented copies of all written comments and heard all oral testimony before a motion to recommend approval of the proposed amendments. Overall, the Planning Commission found the project to meet all relevant approval criteria pertaining to the issues raised by the public.

SECTION IX. CONCLUSION

As demonstrated by the findings above, the proposed changes comply with the applicable Statewide Planning Goals, applicable regional, state and federal regulations, the Tigard Comprehensive Plan, and applicable provisions of the City’s implementing ordinances.

Therefore, the Planning Commission recommends that the City Council adopt by ordinance the proposed Comprehensive Plan Amendment and Zone Change, as determined through the public hearing process.


PREPARED BY: Cheryl Caines
Associate Planner

July 27, 2016
DATE


APPROVED BY: Tom McGuire
Assistant Community Development Director

July 27, 2016
DATE

C I T Y O F T I G A R D

Respect and Care | Do the Right Thing | Get it Done



**SW 113th AVENUE
COMPREHENSIVE PLAN
AMENDMENT &
ANNEXATION**

Tigard City Council

August 9, 2016

Proposal

- **Annex approximately 7.5 acres**
- **Change R-4.5 to R-7 zoning**
- **Amend Low Density Residential designation to Medium Density Residential**

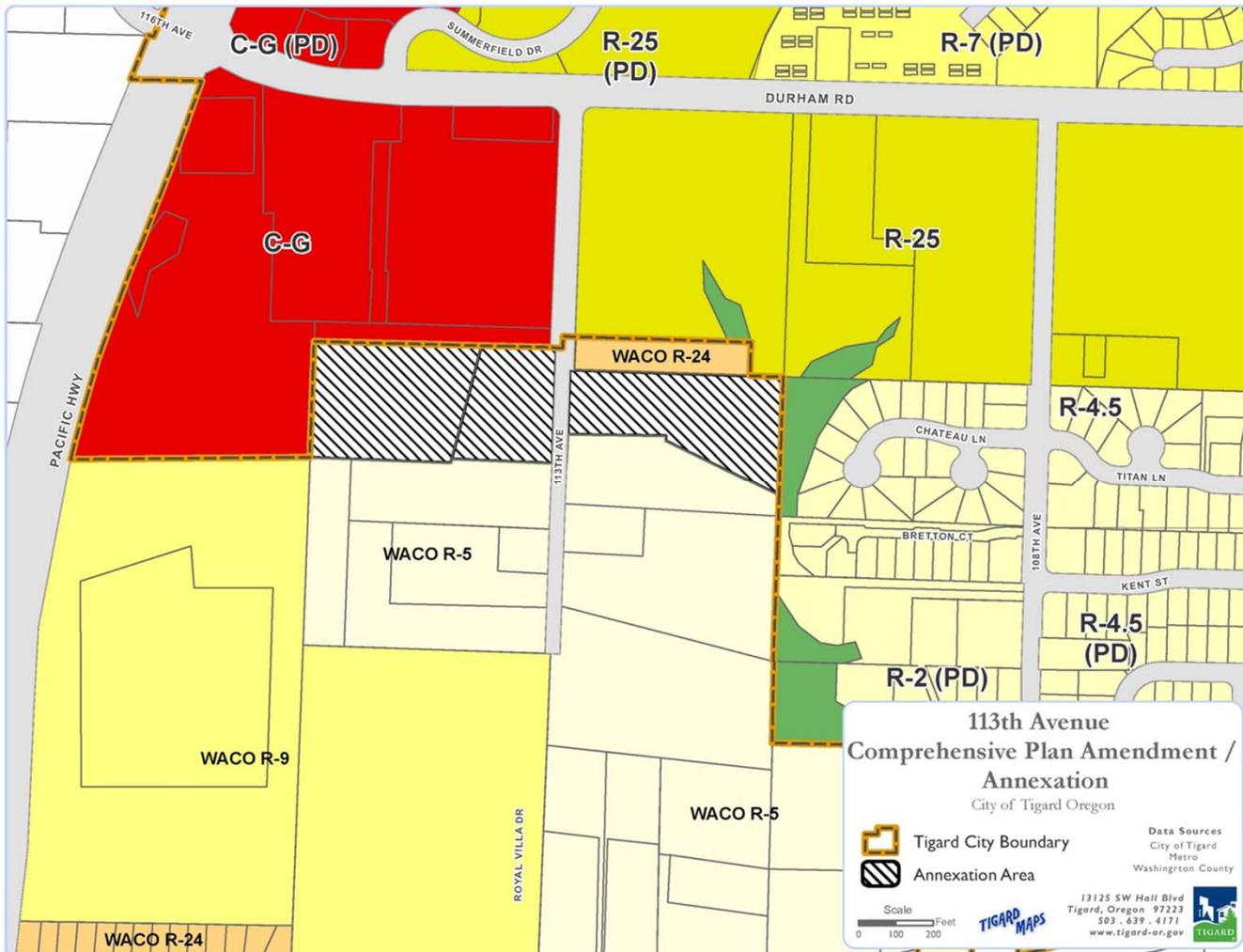


Annexation

- Services/Facilities – available and capacity
- May include adjacent parcels to avoid creation of “islands”

Comprehensive Plan Amendment/Zone Change

- Annexed properties – assigned City zoning
- Washington County Zone – R5
- Assigned R-4.5 (Low Density Residential)
- Requesting R-7 (Medium Density Residential)



C I T Y O F T I G A R D

ALLOWED HOUSING TYPES		
	R-4.5	R-7
Single Unit – Detached	P	P
Single Unit – Attached	R*	R/C**
Accessory Units	R	R
Duplexes	C	P
Multifamily	N	N
Manufactured	P	P

* Attached single-family units permitted only as part of an approved planned development.

**Permitted by right if no more than five units in a grouping; permitted conditionally if six or more units per grouping.

C I T Y O F T I G A R D

Zoning Comparison

Zone	WaCo R5	R-4.5	R-7
Minimum Lot Size (sq. ft.)	5,500	7,500	5,000
Units	37	22	33

Planning Commission Hearings

- Two hearings, June 20th and July 18th
- Public Testimony received at both hearings

Recommendation

Planning Commission recommends the Tigard City Council approve the proposed annexation and Comprehensive Plan amendment based on findings contained in the report to City Council.

C I T Y O F T I G A R D

Questions?

AIS-2737

8.

Business Meeting

Meeting Date: 08/09/2016

Length (in minutes): 15 Minutes

Agenda Title: Consider Approval of Resolution for the FY 2017 First Quarter Budget Supplemental

Submitted By: Carissa Collins, Finance and Information Services

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

Newspaper Legal Ad Required?:

Public Hearing Publication 08/04/2016

Date in Newspaper:

Information

ISSUE

Should council adopt the FY 2017 First Quarter Budget Amendment?

STAFF RECOMMENDATION / ACTION REQUEST

Approve the FY 2017 First Quarter Budget Amendment

KEY FACTS AND INFORMATION SUMMARY

The following is a list of items that require council action for the FY 2017 budget:

City Operations

City Manager's Office - A request for an additional \$120,000 to hire a consultant to assist with ballot measure polling.

Information Technology - A request to recognize the revenue and expenditures for a \$70,600 grant from the Metropolitan Area Communications Commission. In addition, a carryforward in the amount of \$205,000 is needed to complete the installation of a citywide telephone system.

Library - In FY 2016, the city received a pool 2 distribution totaling \$48,794 from the Washington County Cooperative Library Services (WCCLS). This request will carryforward the remaining \$42,587. Also, a total of 1.10 FTE authority is being requested in

Administration, Circulation, and Reader Services. The additional FTE requests will be paid by shifting budget from temporary/on-call and books and circulation to payroll resulting in this action having no impact to General Fund reserves.

Community Development- A carryforward totaling \$25,200 is required to pay for the consultant contracts regarding the Tigard Triangle Lean Code in the amount of \$12,500, and the on-call urban design services contract for \$12,700. Also, a carryover of unspent budget in the amount of \$2,400 is required for the temporary Administrative Specialist I position that provides support to the Planning division.

In addition, FTE authority totaling 0.50 is being requested. The 1.0 FTE Livability Specialist position will be eliminated to hire a Code Compliance Officer at .50 FTE and an Assistant Planner at .50 FTE. In addition an Administrative Assistant II for .50 FTE to support the Engagement Coordinator is requested; this request will be paid by shifting budget from professional services to payroll resulting in this action having no impact to General Fund reserves.

Public Works Administration – A total FTE of .25 is being requested in order assist with providing administrative support for the reception/front counter. The additional 0.25 FTE will be added to an existing 0.5 FTE position and will be paid by moving budget from temporaries and services to payroll with no financial impact to fund reserves.

Street Lights & Signals – A total of \$54,000 is needed to pay for the maintenance of street lights in the River Terrace development. This cost is offset by reimbursement revenue from the developer during the first two years the lights are operational.

Engineering - The division is requesting appropriation in the amount of \$83,000 and 1.0 FTE for a supervisory position to manage staff responsible for the increased workload related to private development.

Capital Improvement Program

94025: Storm Facility Reconstruction (Greenfield Dr. near Pine View)-A carryover in the amount of \$336,000 is needed to complete this project.

94034: Ridgefield Lane Water Quality Facility Repair-A carryover in the amount of \$93,000 is required to complete this project.

91020: Civic Center Visioning Plan-A request for an additional appropriation of \$200,000 is needed based on revised information received from the design consultant.

92026: Park Land Acquisition-A total of \$377,000 is requested to pay for potential land acquisition opportunities.

92035: City of Tigard/Tigard-Tualatin School District Park Development-A request in the amount of \$66,000 is required to improve the property at Metzger Elementary.

92016: Dirksen Nature Park-A carryforward in the amount of \$19,000 is being made to pay for the final design of the park.

95023: Walnut Street Improvements-A request totaling \$480,000 is being made to assist with

the completion of this project. The majority of the funding in the amount of approximately \$399,000 will pay for the design and construction of the 2500 linear ft. waterline.

OTHER ALTERNATIVES

Do not approve the FY 2017 First Quarter Budget Supplemental.

COUNCIL OR CCDA GOALS, POLICIES, MASTER PLANS

#1 Provide Recreation Opportunities for the People of Tigard

#5 Expand Opportunities to Engage People in the Community

DATES OF PREVIOUS CONSIDERATION

N/A

Fiscal Impact

Cost: \$2,633,067

Budgeted (yes or no): No

Where Budgeted (department/program): All programs

Additional Fiscal Notes:

The total impact of this supplemental will increase the FY 2017 Adopted Budget by \$2,366,067. Although the supplemental consists of increased requirements, they are offset by additional resources including beginning fund balances, contingency, grants, and reserves. The use of Reserve for Future Expenditures will be used for the Civic Center Visioning Plan that is in the capital improvement program. Exhibits A and B contain the details of each budgetary item to the impacted fund(s) and capital projects. Exhibit C summarizes the items by fund for all city funds.

Attachments

Resolution

Exhibit A - Schedule of Appropriations

Exhibit B

Exhibit C - Impact of Supplemental to Impacted Funds

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

A RESOLUTION TO ADOPT THE FY 2017 FIRST QUARTER BUDGET SUPPLEMENTAL INCLUDING BUDGET ADJUSTMENTS TO COMMUNITY SERVICES, PUBLIC WORKS, POLICY AND ADMINISTRATION AND THE CAPITAL IMPROVEMENT PROGRAM.

WHEREAS, the city acknowledges those items that were unknown at the time the FY 2017 budget was adopted; and

WHEREAS, the city recognizes approximately \$2.6M of unanticipated budget in operations and the capital improvement program; and

WHEREAS, the increase in budget is offset by carryover, grants, and contingency.

WHEREAS, reserve for future expenditures will decrease by \$200,000.

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

SECTION 1: The FY 2016-17 Budget is hereby amended as detailed in Exhibit A.

SECTION : This resolution is effective immediately upon passage.

PASSED: This _____ day of _____ 2016.

Mayor - City of Tigard

ATTEST:

City Recorder - City of Tigard

Q1CM01. Ballot Measure Polling

A request in the amount of \$120,000 is required to hire a consultant to provide the city with polling and project management services for an operational levy and a capital bond. As a result, General Fund contingency will decrease by \$120,000 with an increase in transfers. Policy & Administration program expenditures in the Central Services Fund will increase by \$120,000.

		Adopted Budget	Amendment	Revised Budget
General Fund				
Resources	Beginning Fund Balance	\$ 11,121,468		\$ 11,121,468
	Property Taxes	\$ 14,762,850		\$ 14,762,850
	Franchise Fees	\$ 6,112,431		\$ 6,112,431
	Licenses & Permits	\$ 3,375,552		\$ 3,375,552
	Intergovernmental	\$ 5,809,893		\$ 5,809,893
	Charges for Services	\$ 2,568,504		\$ 2,568,504
	Fines & Forfeitures	\$ 807,789		\$ 807,789
	Interest Earnings	\$ 103,722		\$ 103,722
	Miscellaneous	\$ 56,432		\$ 56,432
	Other Financing Sources	\$ -		\$ -
	Transfers In from Other Funds	\$ 54,125		\$ 54,125
	Total Resources	\$ 44,772,766	\$ -	\$ 44,772,766
Requirements				
	Community Development	\$ 3,795,043		\$ 3,795,043
	Community Services	\$ 23,204,371		\$ 23,204,371
	Policy and Administration	\$ 837,595		\$ 837,595
	Public Works	\$ 4,289,438		\$ 4,289,438
	Program Expenditures Total	\$ 32,126,447	\$ -	\$ 32,126,447
	Debt Service	\$ -		\$ -
	Loans	\$ -		\$ -
	Work-In-Progress	\$ -		\$ -
	Transfers to Other Funds	\$ 1,845,439	\$ 120,000	\$ 1,965,439
	Contingency	\$ 1,173,000	\$ (120,000)	\$ 1,053,000
	Total Budget	\$ 35,144,886	\$ -	\$ 35,144,886
	Reserve For Future Expenditure	\$ 9,627,880	\$ -	\$ 9,627,880
	Total Requirements	\$ 44,772,766	\$ -	\$ 44,772,766

		Adopted Budget	Amendment	Revised Budget
Central Services Fund				
Resources	Beginning Fund Balance	\$ 705,819		\$ 705,819
	Property Taxes	\$ -		\$ -
	Franchise Fees	\$ -		\$ -
	Licenses & Permits	\$ 35,566		\$ 35,566
	Intergovernmental	\$ -		\$ -
	Charges for Services	\$ 7,326,403		\$ 7,326,403
	Fines & Forfeitures	\$ -		\$ -
	Interest Earnings	\$ 22,593		\$ 22,593
	Miscellaneous	\$ 13,400		\$ 13,400
	Other Financing Sources	\$ -		\$ -
	Transfers In from Other Funds	\$ 478,001	\$ 120,000	\$ 598,001
	Total Resources	\$ 8,581,782	\$ 120,000	\$ 8,701,782
Requirements				
	Community Development	\$ -		\$ -
	Community Services	\$ -		\$ -
	Policy and Administration	\$ 8,082,249	\$ 120,000	\$ 8,202,249
	Public Works	\$ -		\$ -
	Program Expenditures Total	\$ 8,082,249	\$ 120,000	\$ 8,202,249
	Debt Service	\$ -		\$ -
	Loans	\$ -		\$ -
	Work-In-Progress	\$ -		\$ -
	Transfers to Other Funds	\$ -		\$ -
	Contingency	\$ 250,000		\$ 250,000
	Total Budget	\$ 8,332,249	\$ 120,000	\$ 8,452,249
	Reserve For Future Expenditure	\$ 249,533	\$ -	\$ 249,533
	Total Requirements	\$ 8,581,782	\$ 120,000	\$ 8,701,782

Q1FIS01. Grant Recognition-Metropolitan Area Communications Commission

This request totaling \$70,600 will recognize grant revenue and expenditures from MACC to the city for the installation of new networking switches. Currently each building has a single 1G fiber connection to the Niche datacenter core router. When the project is completed each location will have a redundant (qty 2) 10G connections to the new Niche datacenter core which will consist of two identical routers. This redundant system is designed to eliminate single points of failure where possible. The 10G network upgrade is needed for the subsequent ShoreTel IP Telephone project, and will prepare the city for future data intensive projects like Virtual Desktop Infrastructure (VDI) and Disaster Recovery efforts (DR).

As a result, Central Services Fund grant revenues will increase by \$70,600 with an equal increase in Policy & Administration program expenditures.

		Adopted Budget	Amendment	Revised Budget
Central Services Fund				
Resources	Beginning Fund Balance	\$ 705,819		\$ 705,819
	Property Taxes	\$ -		\$ -
	Franchise Fees	\$ -		\$ -
	Licenses & Permits	\$ 35,566		\$ 35,566
	Intergovernmental	\$ -	\$ 70,600	\$ 70,600
	Charges for Services	\$ 7,326,403		\$ 7,326,403
	Fines & Forfeitures	\$ -		\$ -
	Interest Earnings	\$ 22,593		\$ 22,593
	Miscellaneous	\$ 13,400		\$ 13,400
	Other Financing Sources	\$ -		\$ -
	Transfers In from Other Funds	\$ 478,001		\$ 478,001
	Total Resources	\$ 8,581,782	\$ 70,600	\$ 8,652,382
Requirements				
	Community Development	\$ -		\$ -
	Community Services	\$ -		\$ -
	Policy and Administration	\$ 8,082,249	\$ 70,600	\$ 8,152,849
	Public Works	\$ -		\$ -
	Program Expenditures Total	\$ 8,082,249	\$ 70,600	\$ 8,152,849
	Debt Service	\$ -		\$ -
	Loans	\$ -		\$ -
	Work-In-Progress	\$ -		\$ -
	Transfers to Other Funds	\$ -		\$ -
	Contingency	\$ 250,000		\$ 250,000
	Total Budget	\$ 8,332,249	\$ 70,600	\$ 8,402,849
	Reserve For Future Expenditure	\$ 249,533	\$ -	\$ 249,533
	Total Requirements	\$ 8,581,782	\$ 70,600	\$ 8,652,382

Q1FIS02. Citywide Telephone System-Carryover

A carryover of \$205,000 is being requested. This long overdue project is replacing the current 16+ year old failing telephone system with a ShoreTel IP telephone system. The project was awarded in May 2016 but a lengthy contracting phase postponed the official kickoff until July 2016. This project is dependent on the Fiber project and 10G Core/Edge projects as our current network infrastructure will not effectively handle the load of a new IP (networked) based telephone system. We will configure the backend system in July and early August to prepare for an Aug 29th deployment of the new telephones to each current location. The new system will be able to make desk to desk and outbound calls for a 2-week period while users gain familiarity and are trained on the new system. On Sept 9th we will switch inbound calling to the new system and collect the old telephone equipment from the users. The final phase is to configure a centralized fax server to handle all inbound and outbound faxes to the city. The entire project is expected to be finalized by Sept 23rd, 2016.

As a result, Central Services beginning fund balance will increase by \$205,000 with an equal increase in Policy & Administration program expenditures.

		Adopted Budget	Amendment	Revised Budget
Central Services Fund				
Resources	Beginning Fund Balance	\$ 705,819	\$ 205,000	\$ 910,819
	Property Taxes	\$ -		\$ -
	Franchise Fees	\$ -		\$ -
	Licenses & Permits	\$ 35,566		\$ 35,566
	Intergovernmental	\$ -		\$ -
	Charges for Services	\$ 7,326,403		\$ 7,326,403
	Fines & Forfeitures	\$ -		\$ -
	Interest Earnings	\$ 22,593		\$ 22,593
	Miscellaneous	\$ 13,400		\$ 13,400
	Other Financing Sources	\$ -		\$ -
	Transfers In from Other Funds	\$ 478,001		\$ 478,001
	Total Resources	\$ 8,581,782	\$ 205,000	\$ 8,786,782
Requirements				
	Community Development	\$ -		\$ -
	Community Services	\$ -		\$ -
	Policy and Administration	\$ 8,082,249	\$ 205,000	\$ 8,287,249
	Public Works	\$ -		\$ -
	Program Expenditures Total	\$ 8,082,249	\$ 205,000	\$ 8,287,249
	Debt Service	\$ -		\$ -
	Loans	\$ -		\$ -
	Work-In-Progress	\$ -		\$ -
	Transfers to Other Funds	\$ -		\$ -
	Contingency	\$ 250,000		\$ 250,000
	Total Budget	\$ 8,332,249	\$ 205,000	\$ 8,537,249
	Reserve For Future Expenditure	\$ 249,533	\$ -	\$ 249,533
	Total Requirements	\$ 8,581,782	\$ 205,000	\$ 8,786,782

Q1LIB01. WCCLS Distribution-Carryforward

In FY 2016, the WCCLS issued a distribution of Pool 2 funds for the City of Tigard. Some of the funds were used to reupholster a small portion of the Library's furniture. This action will carryforward the remaining \$42,587 for operational needs including, reupholster materials for furniture; addressing the volume of items now checked in and out; as well as the purchase of various technologies including new computers, and other materials to assist in serving the public. This will show an increase in General Fund beginning fund balance by \$42,587 with an equal increase in Community Services program expenditures.

		Adopted Budget	Amendment	Revised Budget
General Fund				
Resources	Beginning Fund Balance	\$ 11,121,468	\$ 42,587	\$ 11,164,055
	Property Taxes	\$ 14,762,850		\$ 14,762,850
	Franchise Fees	\$ 6,112,431		\$ 6,112,431
	Licenses & Permits	\$ 3,375,552		\$ 3,375,552
	Intergovernmental	\$ 5,809,893		\$ 5,809,893
	Charges for Services	\$ 2,568,504		\$ 2,568,504
	Fines & Forfeitures	\$ 807,789		\$ 807,789
	Interest Earnings	\$ 103,722		\$ 103,722
	Miscellaneous	\$ 56,432		\$ 56,432
	Other Financing Sources	\$ -		\$ -
	Transfers In from Other Funds	\$ 54,125		\$ 54,125
	Total Resources	\$ 44,772,766	\$ 42,587	\$ 44,815,353
Requirements				
	Community Development	\$ 3,795,043		\$ 3,795,043
	Community Services	\$ 23,204,371	\$ 42,587	\$ 23,246,958
	Policy and Administration	\$ 837,595		\$ 837,595
	Public Works	\$ 4,289,438		\$ 4,289,438
	Program Expenditures Total	\$ 32,126,447	\$ 42,587	\$ 32,169,034
	Debt Service	\$ -		\$ -
	Loans	\$ -		\$ -
	Work-In-Progress	\$ -		\$ -
	Transfers to Other Funds	\$ 1,845,439		\$ 1,845,439
	Contingency	\$ 1,173,000		\$ 1,173,000
	Total Budget	\$ 35,144,886	\$ 42,587	\$ 35,187,473
	Reserve For Future Expenditure	\$ 9,627,880	\$ -	\$ 9,627,880
	Total Requirements	\$ 44,772,766	\$ 42,587	\$ 44,815,353

Q1LIB02. Library FTE Authorizations

A request is being made for an increase of 1.10 FTE in the Library's Circulation, Reader Services, and Administration divisions. This increase will enhance the library's efficiency by providing the public with timely access to more materials and addressing the volume of items checked in as a result of the Automated Materials Handling system. Additionally, the Library will be providing a service to the Spanish speaking community more effectively; and providing a consistent message regarding the city's and Library's strategic plan. This request will be funded by moving budget from Books & Circulation, and the On Call accounts with no impact to General Fund reserves.

<u>Position</u>	<u>FTE Request</u>	<u>Expense</u>	<u>Financial Impact to General Fund Reserves</u>
Library Assistant	0.50	\$ -	None
Librarian	0.50	\$ -	None
Communications Coordinator	0.10	\$ -	None
Total	1.10	\$ -	

Q1CD01. Professional & Temporary Staff Contracts - Carryforwards

A carryforward totaling \$25,200 is required to pay for the consultant contracts regarding the Tigard Triangle Lean Code in the amount of \$12,500, and the on-call urban design services contract for \$12,700. In addition, a total of \$2,400 of carryover funding is needed to pay for the temporary Administrative Specialist I position to provide support to the Planning division. This action will result in an increase in General Fund beginning fund balance of \$27,600 with an equal increase in Community Development program expenditures.

		Adopted Budget	Amendment	Revised Budget
General Fund				
Resources	Beginning Fund Balance	\$ 11,121,468	\$ 27,600	\$ 11,149,068
	Property Taxes	\$ 14,762,850		\$ 14,762,850
	Franchise Fees	\$ 6,112,431		\$ 6,112,431
	Licenses & Permits	\$ 3,375,552		\$ 3,375,552
	Intergovernmental	\$ 5,809,893		\$ 5,809,893
	Charges for Services	\$ 2,568,504		\$ 2,568,504
	Fines & Forfeitures	\$ 807,789		\$ 807,789
	Interest Earnings	\$ 103,722		\$ 103,722
	Miscellaneous	\$ 56,432		\$ 56,432
	Other Financing Sources	\$ -		\$ -
	Transfers In from Other Funds	\$ 54,125		\$ 54,125
	Total Resources	\$ 44,772,766	\$ 27,600	\$ 44,800,366
Requirements				
	Community Development	\$ 3,795,043	\$ 27,600	\$ 3,822,643
	Community Services	\$ 23,204,371		\$ 23,204,371
	Policy and Administration	\$ 837,595		\$ 837,595
	Public Works	\$ 4,289,438		\$ 4,289,438
	Program Expenditures Total	\$ 32,126,447	\$ 27,600	\$ 32,154,047
	Debt Service	\$ -		\$ -
	Loans	\$ -		\$ -
	Work-In-Progress	\$ -		\$ -
	Transfers to Other Funds	\$ 1,845,439		\$ 1,845,439
	Contingency	\$ 1,173,000		\$ 1,173,000
	Total Budget	\$ 35,144,886	\$ 27,600	\$ 35,172,486
	Reserve For Future Expenditure	\$ 9,627,880	\$ -	\$ 9,627,880
	Total Requirements	\$ 44,772,766	\$ 27,600	\$ 44,800,366

Q1CD02. Community Development FTE Authorizations

A request for FTE authority is being made to create three part-time positions, an Administrative Assistant II at .50 FTE to support the Engagement Coordinator position. This position is paid for by a shift from professional services to payroll. In addition, the 1.0 FTE Livability Compliance Specialist position will be eliminated and converted into two part-time positions, a Code Compliance Officer at .50 FTE and an Assistant Planner at .50 FTE. Total FTE will increase by 0.50 within Community Development with no impact to General Fund reserves.

<u>Position</u>	<u>FTE Request</u>
Administrative Assistant II	0.50
Livability Compliance Specialist	-1.00
Code Compliance Officer	0.50
Assistant Planner	<u>0.50</u>
Total	0.50

Q1PW01. PW Admin Administrative Support

A total FTE of .25 is being requested in order assist with providing administrative support for the reception/front counter. The additional 0.25 FTE will be added to an existing 0.5 FTE position and will be paid by moving budget from temporaries and services to payroll with no financial impact to fund reserves.

<u>Position</u>	<u>FTE Request</u>
Administrative Support	0.25

Q1PW02. Street Lights & Signals

Developers currently pay the city for two years of up-front costs to activate street lights based upon an approved development plan. During the first two years, the developer pays for street light maintenance. A request for an additional \$54,000 is needed for the River Terrace development. This action will show a increase in Gas Tax Fund revenues by \$54,000 with an equal increase in Public Works program expenditures.

Gas Tax Fund		Adopted Budget	Amendment	Revised Budget
Resources	Beginning Fund Balance	\$ 1,980,093		\$ 1,980,093
	Property Taxes	\$ -		\$ -
	Franchise Fees	\$ -		\$ -
	Licenses & Permits	\$ 14,974		\$ 14,974
	Intergovernmental	\$ 3,103,699		\$ 3,103,699
	Charges for Services	\$ -		\$ -
	Fines & Forfeitures	\$ -		\$ -
	Interest Earnings	\$ 55,732		\$ 55,732
	Miscellaneous	\$ 62,818	\$ 54,000	\$ 116,818
	Other Financing Sources	\$ -		\$ -
	Transfers In from Other Funds	\$ 150,000		\$ 150,000
	Total Resources	\$ 5,367,316	\$ 54,000	\$ 5,421,316
Requirements				
	Community Development	\$ -		\$ -
	Community Services	\$ -		\$ -
	Policy and Administration	\$ -		\$ -
	Public Works	\$ 2,243,370	\$ 54,000	\$ 2,297,370
	Program Expenditures Total	\$ 2,243,370	\$ 54,000	\$ 2,297,370
	Debt Service	\$ 584,561		\$ 584,561
	Loans	\$ -		\$ -
	Work-In-Progress	\$ -		\$ -
	Transfers to Other Funds	\$ 1,024,281		\$ 1,024,281
	Contingency	\$ 200,000		\$ 200,000
	Total Budget	\$ 4,052,212	\$ 54,000	\$ 4,106,212
	Reserve For Future Expenditure	\$ 1,315,104	\$ -	\$ 1,315,104
	Total Requirements	\$ 5,367,316	\$ 54,000	\$ 5,421,316

Q1PW03 - Engineering Position Request

The Engineering Division has experienced continued increases in workload from private development activities as well as the demand for resources to assist with an SDC implementation project and very important council goal projects such as the Tigard Triangle lean code work, support with downtown projects, and management of the civic center scoping work. The latter areas require resources at the manager level of the division. In order to gain additional capacity at the manager level, a full-time supervisory position is proposed to oversee and supervise the group of staff responsible for private development review activities. Gaining this supervisory capacity will free up time for the City Engineer and Assistant City Engineer to participate more in the non-CIP work requests mentioned above. Therefore, a request in the amount of \$83,000 for an Engineering Supervisor at 1.0 FTE is being made for the Engineering division of Public Works. As a result, General Fund contingency will decrease by \$83,000 with an equal increase in Public Works program expenditures.

		Adopted Budget	Amendment	Revised Budget
General Fund				
Resources	Beginning Fund Balance	\$ 11,121,468		\$ 11,121,468
	Property Taxes	\$ 14,762,850		\$ 14,762,850
	Franchise Fees	\$ 6,112,431		\$ 6,112,431
	Licenses & Permits	\$ 3,375,552		\$ 3,375,552
	Intergovernmental	\$ 5,809,893		\$ 5,809,893
	Charges for Services	\$ 2,568,504		\$ 2,568,504
	Fines & Forfeitures	\$ 807,789		\$ 807,789
	Interest Earnings	\$ 103,722		\$ 103,722
	Miscellaneous	\$ 56,432		\$ 56,432
	Other Financing Sources	\$ -		\$ -
	Transfers In from Other Funds	\$ 54,125		\$ 54,125
	Total Resources	\$ 44,772,766	\$ -	\$ 44,772,766
Requirements				
	Community Development	\$ 3,795,043		\$ 3,795,043
	Community Services	\$ 23,204,371		\$ 23,204,371
	Policy and Administration	\$ 837,595		\$ 837,595
	Public Works	\$ 4,289,438	\$ 83,000	\$ 4,372,438
	Program Expenditures Total	\$ 32,126,447	\$ 83,000	\$ 32,209,447
	Debt Service	\$ -		\$ -
	Loans	\$ -		\$ -
	Work-In-Progress	\$ -		\$ -
	Transfers to Other Funds	\$ 1,845,439		\$ 1,845,439
	Contingency	\$ 1,173,000	\$ (83,000)	\$ 1,090,000
	Total Budget	\$ 35,144,886	\$ -	\$ 35,144,886
	Reserve For Future Expenditure	\$ 9,627,880	\$ -	\$ 9,627,880
	Total Requirements	\$ 44,772,766	\$ -	\$ 44,772,766

Q1CIP01. Storm Facility Reconstruction (Greenfield Dr. near Pine View)

A carryover totaling \$336,000 is needed to complete this project. Construction was delayed due to timing of bid and work needing to be completed during dry weather. As a result, there will be an increase in the beginning fund balance in the Stormwater Fund by \$336,000 with an equal increase in capital program expenditures.

		Adopted Budget	Amendment	Revised Budget
Stormwater Fund				
Resources	Beginning Fund Balance	\$ 3,958,232	\$ 336,000	\$ 4,294,232
	Property Taxes	\$ -		\$ -
	Franchise Fees	\$ -		\$ -
	Licenses & Permits	\$ -		\$ -
	Intergovernmental	\$ -		\$ -
	Charges for Services	\$ 2,676,445		\$ 2,676,445
	Fines & Forfeitures	\$ -		\$ -
	Interest Earnings	\$ 7,936		\$ 7,936
	Miscellaneous	\$ 3,100		\$ 3,100
	Other Financing Sources	\$ -		\$ -
	Transfers In from Other Funds	\$ 93,500		\$ 93,500
	Total Resources	\$ 6,739,213	\$ 336,000	\$ 7,075,213
Requirements				
	Community Development	\$ -		\$ -
	Community Services	\$ -		\$ -
	Policy and Administration	\$ -		\$ -
	Public Works	\$ 1,999,819		\$ 1,999,819
	Program Expenditures Total	\$ 1,999,819	\$ -	\$ 1,999,819
	Debt Service	\$ -		\$ -
	Loans	\$ -		\$ -
	Work-In-Progress	\$ 1,050,611	\$ 336,000	\$ 1,386,611
	Transfers to Other Funds	\$ 220,566		\$ 220,566
	Contingency	\$ 200,000		\$ 200,000
	Total Budget	\$ 3,470,996	\$ 336,000	\$ 3,806,996
	Reserve For Future Expenditure	\$ 3,268,217	\$ -	\$ 3,268,217
	Total Requirements	\$ 6,739,213	\$ 336,000	\$ 7,075,213

Q1CIP02. Ridgefield Lane Water Quality Facility Repair/Stabilization

A carryforward in the amount of \$93,000 is needed to complete the project. The closeout of other projects in FY 2016 affected the timing of this project's completion. Construction must be completed during dry summer months. As a result, beginning fund balance in the Stormwater Fund will increase by \$93,000 with an equal increase in capital program expenditures.

		Adopted Budget	Amendment	Revised Budget
Stormwater Fund				
Resources	Beginning Fund Balance	\$ 3,958,232	\$ 93,000	\$ 4,051,232
	Property Taxes	\$ -		\$ -
	Franchise Fees	\$ -		\$ -
	Licenses & Permits	\$ -		\$ -
	Intergovernmental	\$ -		\$ -
	Charges for Services	\$ 2,676,445		\$ 2,676,445
	Fines & Forfeitures	\$ -		\$ -
	Interest Earnings	\$ 7,936		\$ 7,936
	Miscellaneous	\$ 3,100		\$ 3,100
	Other Financing Sources	\$ -		\$ -
	Transfers In from Other Funds	\$ 93,500		\$ 93,500
	Total Resources	\$ 6,739,213	\$ 93,000	\$ 6,832,213
Requirements				
	Community Development	\$ -		\$ -
	Community Services	\$ -		\$ -
	Policy and Administration	\$ -		\$ -
	Public Works	\$ 1,999,819		\$ 1,999,819
	Program Expenditures Total	\$ 1,999,819	\$ -	\$ 1,999,819
	Debt Service	\$ -		\$ -
	Loans	\$ -		\$ -
	Work-In-Progress	\$ 1,050,611	\$ 93,000	\$ 1,143,611
	Transfers to Other Funds	\$ 220,566		\$ 220,566
	Contingency	\$ 200,000		\$ 200,000
	Total Budget	\$ 3,470,996	\$ 93,000	\$ 3,563,996
	Reserve For Future Expenditure	\$ 3,268,217	\$ -	\$ 3,268,217
	Total Requirements	\$ 6,739,213	\$ 93,000	\$ 6,832,213

Q1CIP03. Civic Center Visioning Plan

Revised information from the design consultant has determined the total project cost should be \$550,000 requiring a \$200,000 increase to this project. As a result, this budget request will decrease reserve for future expenditures by \$200,000 in the Facilities Capital Projects Fund with an equal increase in capital program expenditures.

		Adopted Budget	Amendment	Revised Budget
Facilities Capital Projects Fund				
Resources	Beginning Fund Balance	\$ 502,454		\$ 502,454
	Fines & Forfeitures	\$ -		\$ -
	Interest Earnings	\$ 3,212		\$ 3,212
	Miscellaneous	\$ -		\$ -
	Other Financing Sources	\$ -		\$ -
	Transfers In from Other Funds	\$ 314,166		\$ 314,166
	Total Resources	\$ 819,832	\$ -	\$ 819,832
Requirements				
	Program Expenditures Total	\$ -	\$ -	\$ -
	Debt Service	\$ -		\$ -
	Loans	\$ -		\$ -
	Work-In-Progress	\$ 315,000	\$ 200,000	\$ 515,000
	Transfers to Other Funds	\$ 16,794		\$ 16,794
	Contingency	\$ 50,000		\$ 50,000
	Total Budget	\$ 381,794	\$ 200,000	\$ 581,794
	Reserve For Future Expenditure	\$ 438,038	\$ (200,000)	\$ 238,038
	Total Requirements	\$ 819,832	\$ -	\$ 819,832

Q1CIP04. Park Land Acquisition

The Lasich property was the only land purchase made in FY 2016. A request is made to carryover the \$42,000 of Park Bond funding from FY2016. Also, an additional \$335,000 is required for other potential acquisition opportunities that will continue to go through the normal land acquisition process.

This action will result in an increase in beginning fund balance of \$42,000 in the Park Bond Fund. Also, Parks SDC beginning fund balance will increase by \$335,000. Transfers will increase. In addition, capital program expenditures within the Parks Capital Fund will increase by \$377,000.

Fund 1 of 3

Parks Bond Fund

	Adopted Budget	Amendment	Revised Budget
Resources			
Beginning Fund Balance	\$ 784,997	\$ 42,000	\$ 826,997
Property Taxes	\$ -		\$ -
Franchise Fees	\$ -		\$ -
Licenses & Permits	\$ -		\$ -
Intergovernmental	\$ 515,000		\$ 515,000
Charges for Services	\$ -		\$ -
Fines & Forfeitures	\$ -		\$ -
Interest Earnings	\$ 2,000		\$ 2,000
Miscellaneous	\$ -		\$ -
Other Financing Sources	\$ -		\$ -
Transfers In from Other Funds	\$ -		\$ -
Total Resources	\$ 1,301,997	\$ 42,000	\$ 1,343,997
Requirements			
Program Expenditures Total	\$ -	\$ -	\$ -
Transfers to Other Funds	\$ 1,285,000	\$ 42,000	\$ 1,327,000
Contingency	\$ -		\$ -
Total Budget	\$ 1,285,000	\$ 42,000	\$ 1,327,000
Reserve For Future Expenditure	\$ 16,997	\$ -	\$ 16,997
Total Requirements	\$ 1,301,997	\$ 42,000	\$ 1,343,997

Fund 2 of 3

Parks SDC Fund

	Adopted Budget	Amendment	Revised Budget
Resources			
Beginning Fund Balance	\$ 1,295,574	\$ 335,000	\$ 1,630,574
Property Taxes	\$ -		\$ -
Franchise Fees	\$ -		\$ -
Licenses & Permits	\$ 1,218,969		\$ 1,218,969
Intergovernmental	\$ -		\$ -
Charges for Services	\$ -		\$ -
Fines & Forfeitures	\$ -		\$ -
Interest Earnings	\$ 19,782		\$ 19,782
Miscellaneous	\$ -		\$ -
Other Financing Sources	\$ -		\$ -
Transfers In from Other Funds	\$ -		\$ -
Total Resources	\$ 2,534,325	\$ 335,000	\$ 2,869,325
Requirements			
Program Expenditures Total	\$ -	\$ -	\$ -
Work-In-Progress	\$ -		\$ -
Transfers to Other Funds	\$ 1,086,045	\$ 335,000	\$ 1,421,045
Contingency	\$ 47,681		\$ 47,681
Total Budget	\$ 1,133,726	\$ 335,000	\$ 1,468,726
Reserve For Future Expenditure	\$ 1,400,599	\$ -	\$ 1,400,599
Total Requirements	\$ 2,534,325	\$ 335,000	\$ 2,869,325

Q1CIP04. Park Land Acquisition

The Lasich property was the only land purchase made in FY 2016. A request is made to carryover the \$42,000 of Park Bond funding from FY2016. Also, an additional \$335,000 is required for other potential acquisition opportunities that will continue to go through the normal land acquisition process.

This action will result in an increase in beginning fund balance of \$42,000 in the Park Bond Fund. Also, Parks SDC beginning fund balance will increase by \$335,000. Transfers will increase. In addition, capital program expenditures within the Parks Capital Fund will increase by \$377,000.

Fund 3 of 3

	Adopted Budget	Amendment	Revised Budget
Parks Capital Fund			
Resources			
Beginning Fund Balance	\$ 405,039		\$ 405,039
Property Taxes	\$ -		\$ -
Franchise Fees	\$ -		\$ -
Licenses & Permits	\$ -		\$ -
Intergovernmental	\$ 572,000		\$ 572,000
Charges for Services	\$ -		\$ -
Fines & Forfeitures	\$ -		\$ -
Interest Earnings	\$ 3,015		\$ 3,015
Miscellaneous	\$ -		\$ -
Other Financing Sources	\$ -		\$ -
Transfers In from Other Funds	\$ 2,558,638	\$ 377,000	\$ 2,935,638
Total Resources	\$ 3,538,692	\$ 377,000	\$ 3,915,692
Requirements			
Program Expenditures Total	\$ -	\$ -	\$ -
Debt Service	\$ -		\$ -
Loans	\$ -		\$ -
Work-In-Progress	\$ 3,110,319	\$ 377,000	\$ 3,487,319
Transfers to Other Funds	\$ -		\$ -
Contingency	\$ -		\$ -
Total Budget	\$ 3,110,319	\$ 377,000	\$ 3,487,319
Reserve For Future Expenditure	\$ 428,373	\$ -	\$ 428,373
Total Requirements	\$ 3,538,692	\$ 377,000	\$ 3,915,692

Q1CIP05. City of Tigard/Tigard Tualatin School Dist. Park Development

In partnership with the school district, the site at Metzger will have improvements done to it. A request in the amount of \$66,000 is needed for project planning and community involvement that has taken longer than anticipated. As a result, Parks SDC beginning fund balance will increase by \$66,000. Transfers will increase. Capital program expenditures in the Parks Capital fund will increase by \$66,000.

Fund 1 of 2

Parks SDC Fund

		Adopted Budget	Amendment	Revised Budget
Resources	Beginning Fund Balance	\$ 1,295,574	\$ 66,000	\$ 1,361,574
	Property Taxes	\$ -		\$ -
	Franchise Fees	\$ -		\$ -
	Licenses & Permits	\$ 1,218,969		\$ 1,218,969
	Intergovernmental	\$ -		\$ -
	Charges for Services	\$ -		\$ -
	Fines & Forfeitures	\$ -		\$ -
	Interest Earnings	\$ 19,782		\$ 19,782
	Total Resources	\$ 2,534,325	\$ 66,000	\$ 2,600,325

Requirements

	Program Expenditures Total	\$ -	\$ -	\$ -
	Work-In-Progress	\$ -		\$ -
	Transfers to Other Funds	\$ 1,086,045	\$ 66,000	\$ 1,152,045
	Contingency	\$ 47,681		\$ 47,681
	Total Budget	\$ 1,133,726	\$ 66,000	\$ 1,199,726
	Reserve For Future Expenditure	\$ 1,400,599	\$ -	\$ 1,400,599
	Total Requirements	\$ 2,534,325	\$ 66,000	\$ 2,600,325

Fund 2 of 2

Parks Capital Fund

		Adopted Budget	Amendment	Revised Budget
Resources	Beginning Fund Balance	\$ 405,039		\$ 405,039
	Property Taxes	\$ -		\$ -
	Franchise Fees	\$ -		\$ -
	Licenses & Permits	\$ -		\$ -
	Intergovernmental	\$ 572,000		\$ 572,000
	Charges for Services	\$ -		\$ -
	Fines & Forfeitures	\$ -		\$ -
	Interest Earnings	\$ 3,015		\$ 3,015
	Miscellaneous	\$ -		\$ -
	Other Financing Sources	\$ -		\$ -
	Transfers In from Other Funds	\$ 2,558,638	\$ 66,000	\$ 2,624,638
	Total Resources	\$ 3,538,692	\$ 66,000	\$ 3,604,692

Requirements

	Program Expenditures Total	\$ -	\$ -	\$ -
	Debt Service	\$ -		\$ -
	Loans	\$ -		\$ -
	Work-In-Progress	\$ 3,110,319	\$ 66,000	\$ 3,176,319
	Transfers to Other Funds	\$ -		\$ -
	Contingency	\$ -		\$ -
	Total Budget	\$ 3,110,319	\$ 66,000	\$ 3,176,319
	Reserve For Future Expenditure	\$ 428,373	\$ -	\$ 428,373
	Total Requirements	\$ 3,538,692	\$ 66,000	\$ 3,604,692

Q1CIP06. Dirksen Nature Park

A carryforward in the amount of \$19,000 is needed to pay for the design work that was completed by WH Pacific for the park. This action will show an increase in beginning fund balance in the Parks SDC Fund. Transfer will increase. Capital program expenditures in the Parks Capital Fund will increase by \$19,000.

Fund 1 of 2

Parks SDC Fund

		Adopted Budget	Amendment	Revised Budget
Resources	Beginning Fund Balance	\$ 1,295,574	\$ 19,000	\$ 1,314,574
	Property Taxes	\$ -		\$ -
	Franchise Fees	\$ -		\$ -
	Licenses & Permits	\$ 1,218,969		\$ 1,218,969
	Intergovernmental	\$ -		\$ -
	Charges for Services	\$ -		\$ -
	Fines & Forfeitures	\$ -		\$ -
	Interest Earnings	\$ 19,782		\$ 19,782
	Total Resources	\$ 2,534,325	\$ 19,000	\$ 2,553,325
Requirements	Program Expenditures Total	\$ -	\$ -	\$ -
	Work-In-Progress	\$ -		\$ -
	Transfers to Other Funds	\$ 1,086,045	\$ 19,000	\$ 1,105,045
	Contingency	\$ 47,681		\$ 47,681
	Total Budget	\$ 1,133,726	\$ 19,000	\$ 1,152,726
	Reserve For Future Expenditure	\$ 1,400,599	\$ -	\$ 1,400,599
	Total Requirements	\$ 2,534,325	\$ 19,000	\$ 2,553,325

Fund 2 of 2

Parks Capital Fund

		Adopted Budget	Amendment	Revised Budget
Resources	Beginning Fund Balance	\$ 405,039		\$ 405,039
	Property Taxes	\$ -		\$ -
	Franchise Fees	\$ -		\$ -
	Licenses & Permits	\$ -		\$ -
	Intergovernmental	\$ 572,000		\$ 572,000
	Charges for Services	\$ -		\$ -
	Fines & Forfeitures	\$ -		\$ -
	Interest Earnings	\$ 3,015		\$ 3,015
	Miscellaneous	\$ -		\$ -
	Other Financing Sources	\$ -		\$ -
	Transfers In from Other Funds	\$ 2,558,638	\$ 19,000	\$ 2,577,638
	Total Resources	\$ 3,538,692	\$ 19,000	\$ 3,557,692
Requirements	Program Expenditures Total	\$ -	\$ -	\$ -
	Work-In-Progress	\$ 3,110,319	\$ 19,000	\$ 3,129,319
	Transfers to Other Funds	\$ -		\$ -
	Contingency	\$ -		\$ -
	Total Budget	\$ 3,110,319	\$ 19,000	\$ 3,129,319
	Reserve For Future Expenditure	\$ 428,373	\$ -	\$ 428,373
	Total Requirements	\$ 3,538,692	\$ 19,000	\$ 3,557,692

Q1CIP07. Walnut Street Improvements

A request totaling \$480,000 is being made to complete the project. The project timeline was impacted by the unforeseen construction of the waterline which requires an additional appropriation of \$399,720 in FY 17. The remaining \$80,280 required to complete the project is unspent budget from FY 2016. As a result, the beginning fund balances will increase in Gas Tax by \$10,800; Underground Utility by \$60,480; and Stormwater by \$9,000. In turn, an additional appropriation of \$399,720 from the Water Fund is required. Transfers will increase. Capital program expenditures in the Transportation CIP Fund will increase by \$480,000.

Fund 1 of 5

Gas Tax Fund

	Adopted Budget	Amendment	Revised Budget
Resources			
Beginning Fund Balance	\$ 1,980,093	\$ 10,800	\$ 1,990,893
Property Taxes	\$ -		\$ -
Franchise Fees	\$ -		\$ -
Licenses & Permits	\$ 14,974		\$ 14,974
Intergovernmental	\$ 3,103,699		\$ 3,103,699
Charges for Services	\$ -		\$ -
Fines & Forfeitures	\$ -		\$ -
Interest Earnings	\$ 55,732		\$ 55,732
Miscellaneous	\$ 62,818		\$ 62,818
Other Financing Sources	\$ -		\$ -
Transfers In from Other Funds	\$ 150,000		\$ 150,000
Total Resources	\$ 5,367,316	\$ 10,800	\$ 5,378,116
Requirements			
Community Development	\$ -		\$ -
Community Services	\$ -		\$ -
Policy and Administration	\$ -		\$ -
Public Works	\$ 2,243,370		\$ 2,243,370
Program Expenditures Total	\$ 2,243,370	\$ -	\$ 2,243,370
Debt Service	\$ 584,561		\$ 584,561
Loans	\$ -		\$ -
Work-In-Progress	\$ -		\$ -
Transfers to Other Funds	\$ 1,024,281	\$ 10,800	\$ 1,035,081
Contingency	\$ 200,000		\$ 200,000
Total Budget	\$ 4,052,212	\$ 10,800	\$ 4,063,012
Reserve For Future Expenditure	\$ 1,315,104	\$ -	\$ 1,315,104
Total Requirements	\$ 5,367,316	\$ 10,800	\$ 5,378,116

Q1CIP07. Walnut Street Improvements

A request totaling \$480,000 is being made to complete the project. The project timeline was impacted by the unforeseen construction of the waterline which requires an additional appropriation of \$399,720 in FY 17. The remaining \$80,280 required to complete the project is unspent budget from FY 2016. As a result, the beginning fund balances will increase in Gas Tax by \$10,800; Underground Utility by \$60,480; and Stormwater by \$9,000. In turn, an additional appropriation of \$399,720 from the Water Fund is required. Transfers will increase. Capital program expenditures in the Transportation CIP Fund will increase by \$480,000.

Fund 2 of 5

Underground Utility Fund

		Adopted Budget	Amendment	Revised Budget
Resources	Beginning Fund Balance	\$ 234,297	\$ 60,480	\$ 294,777
Property Taxes	\$	-		-
Franchise Fees	\$	-		-
Licenses & Permits	\$	124,817		124,817
Intergovernmental	\$	-		-
Charges for Services	\$	-		-
Fines & Forfeitures	\$	-		-
Interest Earnings	\$	7,160		7,160
Miscellaneous	\$	-		-
Other Financing Sources	\$	-		-
Transfers In from Other Funds	\$	-		-
	Total Resources	\$ 366,274	\$ 60,480	\$ 426,754
Requirements				
Community Development	\$	-		-
Community Services	\$	-		-
Policy and Administration	\$	-		-
Public Works	\$	-		-
	Program Expenditures Total	\$ -	\$ -	\$ -
Debt Service	\$	-		-
Loans	\$	-		-
Work-In-Progress	\$	-		-
Transfers to Other Funds	\$	324,139	60,480	384,619
Contingency	\$	-		-
	Total Budget	\$ 324,139	\$ 60,480	\$ 384,619
	Reserve For Future Expenditure	\$ 42,135	\$ -	\$ 42,135
	Total Requirements	\$ 366,274	\$ 60,480	\$ 426,754

Q1CIP07. Walnut Street Improvements

A request totaling \$480,000 is being made to complete the project. The project timeline was impacted by the unforeseen construction of the waterline which requires an additional appropriation of \$399,720 in FY 17. The remaining \$80,280 required to complete the project is unspent budget from FY 2016. As a result, the beginning fund balances will increase in Gas Tax by \$10,800; Underground Utility by \$60,480; and Stormwater by \$9,000. In turn, an additional appropriation of \$399,720 from the Water Fund is required. Transfers will increase. Capital program expenditures in the Transportation CIP Fund will increase by \$480,000.

Fund 3 of 5

Stormwater Fund

	Adopted Budget	Amendment	Revised Budget
Resources			
Beginning Fund Balance	\$ 3,958,232	\$ 9,000	\$ 3,967,232
Property Taxes	\$ -		\$ -
Franchise Fees	\$ -		\$ -
Licenses & Permits	\$ -		\$ -
Intergovernmental	\$ -		\$ -
Charges for Services	\$ 2,676,445		\$ 2,676,445
Fines & Forfeitures	\$ -		\$ -
Interest Earnings	\$ 7,936		\$ 7,936
Miscellaneous	\$ 3,100		\$ 3,100
Other Financing Sources	\$ -		\$ -
Transfers In from Other Funds	\$ 93,500		\$ 93,500
Total Resources	\$ 6,739,213	\$ 9,000	\$ 6,748,213
Requirements			
Community Development	\$ -		\$ -
Community Services	\$ -		\$ -
Policy and Administration	\$ -		\$ -
Public Works	\$ 1,999,819		\$ 1,999,819
Program Expenditures Total	\$ 1,999,819	\$ -	\$ 1,999,819
Debt Service	\$ -		\$ -
Loans	\$ -		\$ -
Work-In-Progress	\$ 1,050,611		\$ 1,050,611
Transfers to Other Funds	\$ 220,566	\$ 9,000	\$ 229,566
Contingency	\$ 200,000		\$ 200,000
Total Budget	\$ 3,470,996	\$ 9,000	\$ 3,479,996
Reserve For Future Expenditure	\$ 3,268,217	\$ -	\$ 3,268,217
Total Requirements	\$ 6,739,213	\$ 9,000	\$ 6,748,213

Q1CIP07. Walnut Street Improvements

A request totaling \$480,000 is being made to complete the project. The project timeline was impacted by the unforeseen construction of the waterline which requires an additional appropriation of \$399,720 in FY 17. The remaining \$80,280 required to complete the project is unspent budget from FY 2016. As a result, the beginning fund balances will increase in Gas Tax by \$10,800; Underground Utility by \$60,480; and Stormwater by \$9,000. In turn, an additional appropriation of \$399,720 from the Water Fund is required. Transfers will increase. Capital program expenditures in the Transportation CIP Fund will increase by \$480,000.

Fund 4 of 5

Water Fund

	Adopted Budget	Amendment	Revised Budget
Resources			
Beginning Fund Balance	\$ 6,795,798		\$ 6,795,798
Property Taxes	\$ -		\$ -
Franchise Fees	\$ -		\$ -
Licenses & Permits	\$ 74,808		\$ 74,808
Intergovernmental	\$ -		\$ -
Charges for Services	\$ 19,667,528		\$ 19,667,528
Fines & Forfeitures	\$ -		\$ -
Interest Earnings	\$ 30,644		\$ 30,644
Miscellaneous	\$ 10,933		\$ 10,933
Other Financing Sources	\$ -		\$ -
Transfers In from Other Funds	\$ 58,751		\$ 58,751
Total Resources	\$ 26,638,462	\$ -	\$ 26,638,462
Requirements			
Community Development	\$ -		\$ -
Community Services	\$ -		\$ -
Policy and Administration	\$ -		\$ -
Public Works	\$ 7,249,963		\$ 7,249,963
Program Expenditures Total	\$ 7,249,963	\$ -	\$ 7,249,963
Debt Service	\$ -		\$ -
Loans	\$ -		\$ -
Work-In-Progress	\$ -		\$ -
Transfers to Other Funds	\$ 11,006,307	\$ 399,720	\$ 11,406,027
Contingency	\$ 500,000	\$ (399,720)	\$ 100,280
Total Budget	\$ 18,756,270	\$ -	\$ 18,756,270
Reserve For Future Expenditure	\$ 7,882,192	\$ -	\$ 7,882,192
Total Requirements	\$ 26,638,462	\$ -	\$ 26,638,462

Q1CIP07. Walnut Street Improvements

A request totaling \$480,000 is being made to complete the project. The project timeline was impacted by the unforeseen construction of the waterline which requires an additional appropriation of \$399,720 in FY 17. The remaining \$80,280 required to complete the project is unspent budget from FY 2016. As a result, the beginning fund balances will increase in Gas Tax by \$10,800; Underground Utility by \$60,480; and Stormwater by \$9,000. In turn, an additional appropriation of \$399,720 from the Water Fund is required. Transfers will increase. Capital program expenditures in the Transportation CIP Fund will increase by \$480,000.

Fund 5 of 5

Transportation CIP Fund

	Adopted Budget	Amendment	Revised Budget
Resources			
Beginning Fund Balance	\$ 167,821		\$ 167,821
Property Taxes	\$ -		\$ -
Franchise Fees	\$ -		\$ -
Licenses & Permits	\$ -		\$ -
Intergovernmental	\$ 3,911,000		\$ 3,911,000
Charges for Services	\$ -		\$ -
Fines & Forfeitures	\$ -		\$ -
Interest Earnings	\$ -		\$ -
Miscellaneous	\$ 1,526,000		\$ 1,526,000
Other Financing Sources	\$ -		\$ -
Transfers In from Other Funds	\$ 2,033,044	\$ 480,000	\$ 2,513,044
Total Resources	\$ 7,637,865	\$ 480,000	\$ 8,117,865
Requirements			
Community Development	\$ -		\$ -
Community Services	\$ -		\$ -
Policy and Administration	\$ -		\$ -
Public Works	\$ -		\$ -
Program Expenditures Total	\$ -	\$ -	\$ -
Debt Service	\$ -		\$ -
Loans	\$ -		\$ -
Work-In-Progress	\$ 7,260,044	\$ 480,000	\$ 7,740,044
Transfers to Other Funds	\$ 200,000		\$ 200,000
Contingency	\$ -		\$ -
Total Budget	\$ 7,460,044	\$ 480,000	\$ 7,940,044
Reserve For Future Expenditure	\$ 177,821	\$ -	\$ 177,821
Total Requirements	\$ 7,637,865	\$ 480,000	\$ 8,117,865

FY 2016-17 First Quarter Supplemental Budget

94025 Storm Facility Reconstruction (Greenfield Drive near Pine View)

This request reappropriates unspent Stormwater funds from FY 2015-16 that are needed this fiscal year to complete the project.

	Adopted Budget FY 2017	This Change	Revised Budget FY 2017	Projected 2018	Revised Projected 2018	Projected 2019	Revised Projected 2019	Project Total
Internal Expenses								
Design and Engineering	-	-	-	-	-	-	-	-
Project Management	-	54,000	54,000	-	-	-	-	54,000
Construction Management	-	-	-	-	-	-	-	-
Total	-	54,000	54,000	-	-	-	-	54,000
External Expenses								
Public Involvement	-	-	-	-	-	-	-	-
Land/Right of Way Acquisition	-	-	-	-	-	-	-	-
Design and Engineering	-	32,000	32,000	-	-	-	-	32,000
Construction	-	200,000	200,000	-	-	-	-	200,000
Contingency	-	50,000	50,000	-	-	-	-	50,000
Total	-	282,000	282,000	-	-	-	-	282,000
Total Project Expense	-	336,000	336,000	-	-	-	-	336,000
Revenue Funding Source								
510 - Stormwater	-	336,000	336,000	-	-	-	-	336,000
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
Total Project Revenues	-	336,000	336,000	-	-	-	-	336,000

FY 2016-17 First Quarter Supplemental Budget

94034 Ridgefield Lane Water Quality Facility Repair
 This request reappropriates unspent Stormwater funds from FY 2015-16 that are needed this fiscal year to complete the project.

	Adopted Budget FY 2017	This Change	Revised Budget FY 2017	Projected 2018	Revised Projected 2018	Projected 2019	Revised Projected 2019	Project Total
Internal Expenses								
Design and Engineering	-	-	-	-	-	-	-	-
Project Management	-	18,000	18,000	-	-	-	-	18,000
Construction Management	-	-	-	-	-	-	-	-
Total	-	18,000	18,000	-	-	-	-	18,000
External Expenses								
Public Involvement	-	-	-	-	-	-	-	-
Land/Right of Way Acquisition	-	-	-	-	-	-	-	-
Design and Engineering	-	20,000	20,000	-	-	-	-	20,000
Construction	-	44,000	44,000	-	-	-	-	44,000
Contingency	-	11,000	11,000	-	-	-	-	11,000
Total	-	75,000	75,000	-	-	-	-	75,000
Total Project Expense	-	93,000	93,000	-	-	-	-	93,000
Revenue Funding Source								
510 - Stormwater	-	93,000	93,000	-	-	-	-	93,000
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
Total Project Revenues	-	93,000	93,000	-	-	-	-	93,000

FY 2016-17 First Quarter Supplemental Budget

91020 Civic Center Visioning Plan

Revised information from design consultant has determined the total project cost should be \$550,000 requiring \$200,000 increase to Facilities Capital Project Fund in FY2017

	Adopted Budget FY 2017	This Change	Revised Budget FY 2017	Projected 2018	Revised Projected 2018	Projected 2019	Revised Projected 2019	Project Total
Internal Expenses								
Design and Engineering	-	-	-	-	-	-	-	-
Project Management	40,000	-	40,000	-	-	-	-	40,000
Construction Management	-	-	-	-	-	-	-	-
Total	40,000	-	40,000	-	-	-	-	40,000
External Expenses								
Public Involvement	-	-	-	-	-	-	-	-
Land/Right of Way Acquisition	-	-	-	-	-	-	-	-
Design and Engineering	275,000	200,000	475,000	-	-	-	-	475,000
Construction	-	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-	-
Total	275,000	200,000	475,000	-	-	-	-	475,000
Total Project Expense	315,000	200,000	515,000	-	-	-	-	515,000
Revenue Funding Source								
400 - Facilities Capital Projects	315,000	200,000	515,000	-	-	-	-	515,000
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
Total Project Revenues	315,000	200,000	515,000	-	-	-	-	515,000

FY 2016-17 First Quarter Supplemental Budget

92026 Park Land Acquisition

This request is for Parks Bond funding for park land acquisition. Only \$508,000 of the \$885,649 FY 2015-16 adopted budget was spent in FY 2015-16, this request reappropriates the remaining \$377,000 in FY 2016-17.

	Adopted Budget FY 2017	This Change	Revised Budget FY 2017	Projected 2018	Revised Projected 2018	Projected 2019	Revised Projected 2019	Projected 2020	Revised Projected 2020	Project Total
Internal Expenses										
Design and Engineering	-	-	-	-	-	-	-	-	-	-
Project Management	-	-	-	-	-	-	-	-	-	-
Construction Management	-	-	-	-	-	-	-	-	-	-
Total	-	-	-	-	-	-	-	-	-	-
External Expenses										
Public Involvement	-	-	-	-	-	-	-	-	-	-
Land/Right of Way Acquisition	150,000	377,000	527,000	150,000	150,000	600,000	600,000	2,000,000	2,000,000	3,277,000
Design and Engineering	-	-	-	-	-	-	-	-	-	-
Construction	-	-	-	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-	-	-	-
Total	150,000	377,000	527,000	150,000	150,000	600,000	600,000	2,000,000	2,000,000	3,277,000
Total Project Expense	150,000	377,000	527,000	150,000	150,000	600,000	600,000	2,000,000	2,000,000	3,277,000
Revenue Funding Source										
421 - Parks Bond	-	42,000	42,000	-	-	-	-	-	-	42,000
425 - Parks SDC	150,000	335,000	485,000	150,000	150,000	600,000	600,000	2,000,000	2,000,000	3,235,000
	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-	-
Total Project Revenues	150,000	377,000	527,000	150,000	150,000	600,000	600,000	2,000,000	2,000,000	3,277,000

FY 2016-17 First Quarter Supplemental Budget

92035 City of Tigard / Tigard-Tualatin School District Park Development

This request is for Parks Bond funding for the Tigard-Tualatin School District partnership with the City of Tigard, wherein school district property on the Metzger Elementary school district site and will be improved. The field and picnic park improvements were not completed in FY 2015-16, this request reappropriates unspent funds in FY 2016-17.

	Adopted Budget FY 2017	This Change	Revised Budget FY 2017	Projected 2018	Revised Projected 2018	Projected 2019	Revised Projected 2019	Projected 2020	Revised Projected 2020	Project Total
Internal Expenses										
Project Management	-	-	-	-	-	-	-	-	-	-
Total	-	-	-	-	-	-	-	-	-	-
External Expenses										
Project Estimate	69,000	66,000	135,000	55,000	55,000	55,000	35,000	-	-	225,000
Total	69,000	66,000	135,000	55,000	55,000	55,000	35,000	-	-	225,000
Total Project Expense	69,000	66,000	135,000	55,000	55,000	55,000	35,000	-	-	225,000
Revenue Funding Source										
425 - Parks SDC	69,000	66,000	135,000	55,000	55,000	35,000	35,000	-	-	225,000
	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-	-
Total Project Revenues	69,000	66,000	135,000	55,000	55,000	35,000	35,000	-	-	225,000

FY 2016-17 First Quarter Supplemental Budget

95023 Walnut Street Improvements

This request will add \$399,720 from the water fund to design and construct approximately 2,500 linear feet of waterline. Other requests reappropriate project funds unspent in FY 2015-16 needed this fiscal year to complete the project as planned.

	Adopted Budget FY 2017	This Change	Revised Budget FY 2017	Projected 2018	Revised Projected 2018	Projected 2019	Revised Projected 2019	Project Total
Internal Expenses								
Design and Engineering	-	-	-	-	-	-	-	-
Project Management	64,000	-	64,000	6,000	6,000	-	-	70,000
Construction Management	-	-	-	-	-	-	-	-
Total	64,000	-	64,000	6,000	6,000	-	-	70,000
External Expenses								
Public Involvement	-	-	-	-	-	-	-	-
Land/Right of Way Acquisition	-	-	-	-	-	-	-	-
Design and Engineering	-	-	-	-	-	-	-	-
Construction	224,000	480,000	704,000	80,000	80,000	-	-	784,000
Project Estimate	-	-	-	-	-	-	-	-
Contingency	88,000	-	88,000	-	-	-	-	88,000
Total	312,000	480,000	792,000	80,000	80,000	-	-	872,000
Total Project Expense	376,000	480,000	856,000	86,000	86,000	-	-	942,000
Revenue Funding Source								
200 - Gas Tax	22,560	10,800	33,360	5,000	5,000	-	-	38,360
411 - Underground Utility	319,600	60,480	380,080	73,000	73,000	-	-	453,080
510 - Stormwater	22,560	9,000	31,560	5,000	5,000	-	-	36,560
530 - Water	11,280	399,720	411,000	3,000	3,000	-	-	414,000
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
Total Project Revenues	376,000	480,000	856,000	86,000	86,000	-	-	942,000

All Funds	Adopted Budget	Q1 Amendment	Revised Budget	
Resources	Beginning Fund Balance	\$ 58,888,298	\$ 1,246,467	\$ 60,134,765
Property Taxes	\$ 17,324,855	\$ -	\$ 17,324,855	
Franchise Fees	\$ 6,112,431	\$ -	\$ 6,112,431	
Special Assessments	\$ 120,000	\$ -	\$ 120,000	
Licenses & Permits	\$ 17,795,140	\$ -	\$ 17,795,140	
Intergovernmental	\$ 14,922,387	\$ 70,600	\$ 14,992,987	
Charges for Services	\$ 36,838,499	\$ -	\$ 36,838,499	
Fines & Forfeitures	\$ 850,789	\$ -	\$ 850,789	
Interest Earnings	\$ 479,640	\$ -	\$ 479,640	
Miscellaneous	\$ 1,956,874	\$ 54,000	\$ 2,010,874	
Other Financing Sources	\$ -	\$ -	\$ -	
Transfers In from Other Funds	\$ 21,533,683	\$ 1,062,000	\$ 22,595,683	
Total Resources	\$ 176,822,596	\$ 2,433,067	\$ 179,255,663	
Requirements				
Community Development	\$ 6,209,827	\$ 27,600	\$ 6,237,427	
Community Services	\$ 23,354,371	\$ 42,587	\$ 23,396,958	
Policy and Administration	\$ 11,011,757	\$ 395,600	\$ 11,407,357	
Public Works	\$ 20,424,425	\$ 137,000	\$ 20,561,425	
Program Expenditures Total	\$ 61,000,380	\$ 602,787	\$ 61,603,167	
Debt Service	\$ 11,582,044	\$ -	\$ 11,582,044	
Loans	\$ -	\$ -	\$ -	
Work-In-Progress	\$ 25,313,243	\$ 1,571,000	\$ 26,884,243	
Transfers to Other Funds	\$ 21,533,683	\$ 1,062,000	\$ 22,595,683	
Contingency	\$ 4,295,681	\$ (602,720)	\$ 3,692,961	
Total Budget	\$ 123,725,031	\$ 2,633,067	\$ 126,358,098	
Reserve For Future Expenditure	\$ 53,097,565	\$ (200,000)	\$ 52,897,565	
Total Requirements	\$ 176,822,596	\$ 2,433,067	\$ 179,255,663	

Reference: Q1CM01, Q1LIB01, Q1PW03, & Q1CD01

		Adopted Budget	Q1 Amendment	Revised Budget
General Fund				
Resource	Beginning Fund Balance	\$ 11,121,468	\$ 70,187	\$ 11,191,655
	Property Taxes	\$ 14,762,850	\$ -	\$ 14,762,850
	Franchise Fees	\$ 6,112,431	\$ -	\$ 6,112,431
	Licenses & Permits	\$ 3,375,552	\$ -	\$ 3,375,552
	Intergovernmental	\$ 5,809,893	\$ -	\$ 5,809,893
	Charges for Services	\$ 2,568,504	\$ -	\$ 2,568,504
	Fines & Forfeitures	\$ 807,789	\$ -	\$ 807,789
	Interest Earnings	\$ 103,722	\$ -	\$ 103,722
	Miscellaneous	\$ 56,432	\$ -	\$ 56,432
	Other Financing Sources	\$ -	\$ -	\$ -
	Transfers In from Other Funds	\$ 54,125	\$ -	\$ 54,125
	Total Resources	\$ 44,772,766	\$ 70,187	\$ 44,842,953
Requirements				
	Community Development	\$ 3,795,043	\$ 27,600	\$ 3,822,643
	Community Services	\$ 23,204,371	\$ 42,587	\$ 23,246,958
	Policy and Administration	\$ 837,595	\$ -	\$ 837,595
	Public Works	\$ 4,289,438	\$ 83,000	\$ 4,372,438
	Program Expenditures Total	\$ 32,126,447	\$ 153,187	\$ 32,279,634
	Debt Service	\$ -	\$ -	\$ -
	Loans	\$ -	\$ -	\$ -
	Work-In-Progress	\$ -	\$ -	\$ -
	Transfers to Other Funds	\$ 1,845,439	\$ 120,000	\$ 1,965,439
	Contingency	\$ 1,173,000	\$ (203,000)	\$ 970,000
	Total Budget	\$ 35,144,886	\$ 70,187	\$ 35,215,073
	Reserve For Future Expenditure	\$ 9,627,880	\$ -	\$ 9,627,880
	Total Requirements	\$ 44,772,766	\$ 70,187	\$ 44,842,953

Reference: Q1PW02 & Q1CIP07

	Adopted Budget	Q1 Amendment	Revised Budget
Gas Tax Fund			
Resource			
Beginning Fund Balance	\$ 1,980,093	\$ 10,800	\$ 1,990,893
Property Taxes	\$ -	\$ -	\$ -
Franchise Fees	\$ -	\$ -	\$ -
Licenses & Permits	\$ 14,974	\$ -	\$ 14,974
Intergovernmental	\$ 3,103,699	\$ -	\$ 3,103,699
Charges for Services	\$ -	\$ -	\$ -
Fines & Forfeitures	\$ -	\$ -	\$ -
Interest Earnings	\$ 55,732	\$ -	\$ 55,732
Miscellaneous	\$ 62,818	\$ 54,000	\$ 116,818
Other Financing Sources	\$ -	\$ -	\$ -
Transfers In from Other Funds	\$ 150,000	\$ -	\$ 150,000
Total Resources	\$ 5,367,316	\$ 64,800	\$ 5,432,116
Requirements			
Community Development	\$ -	\$ -	\$ -
Community Services	\$ -	\$ -	\$ -
Policy and Administration	\$ -	\$ -	\$ -
Public Works	\$ 2,243,370	\$ 54,000	\$ 2,297,370
Program Expenditures Total	\$ 2,243,370	\$ 54,000	\$ 2,297,370
Debt Service	\$ 584,561	\$ -	\$ 584,561
Loans	\$ -	\$ -	\$ -
Work-In-Progress	\$ -	\$ -	\$ -
Transfers to Other Funds	\$ 1,024,281	\$ 10,800	\$ 1,035,081
Contingency	\$ 200,000	\$ -	\$ 200,000
Total Budget	\$ 4,052,212	\$ 64,800	\$ 4,117,012
Reserve For Future Expenditure	\$ 1,315,104	\$ -	\$ 1,315,104
Total Requirements	\$ 5,367,316	\$ 64,800	\$ 5,432,116

Reference: Q1CIP01, Q1CIP02 & Q1CIP07

	Adopted Budget	Q1 Amendment	Revised Budget
Stormwater Fund			
Resource			
Beginning Fund Balance	\$ 3,958,232	\$ 438,000	\$ 4,396,232
Property Taxes	\$ -	\$ -	\$ -
Franchise Fees	\$ -	\$ -	\$ -
Licenses & Permits	\$ -	\$ -	\$ -
Intergovernmental	\$ -	\$ -	\$ -
Charges for Services	\$ 2,676,445	\$ -	\$ 2,676,445
Fines & Forfeitures	\$ -	\$ -	\$ -
Interest Earnings	\$ 7,936	\$ -	\$ 7,936
Miscellaneous	\$ 3,100	\$ -	\$ 3,100
Other Financing Sources	\$ -	\$ -	\$ -
Transfers In from Other Funds	\$ 93,500	\$ -	\$ 93,500
Total Resources	\$ 6,739,213	\$ 438,000	\$ 7,177,213
Requirements			
Community Development	\$ -	\$ -	\$ -
Community Services	\$ -	\$ -	\$ -
Policy and Administration	\$ -	\$ -	\$ -
Public Works	\$ 1,999,819	\$ -	\$ 1,999,819
Program Expenditures Total	\$ 1,999,819	\$ -	\$ 1,999,819
Debt Service	\$ -	\$ -	\$ -
Loans	\$ -	\$ -	\$ -
Work-In-Progress	\$ 1,050,611	\$ 429,000	\$ 1,479,611
Transfers to Other Funds	\$ 220,566	\$ 9,000	\$ 229,566
Contingency	\$ 200,000	\$ -	\$ 200,000
Total Budget	\$ 3,470,996	\$ 438,000	\$ 3,908,996
Reserve For Future Expenditure	\$ 3,268,217	\$ -	\$ 3,268,217
Total Requirements	\$ 6,739,213	\$ 438,000	\$ 7,177,213

Reference: Q1CIP07

	Adopted Budget	Q1 Amendment	Revised Budget
Water Fund			
Resource			
Beginning Fund Balance	\$ 6,795,798	\$ -	\$ 6,795,798
Property Taxes	\$ -	\$ -	\$ -
Franchise Fees	\$ -	\$ -	\$ -
Licenses & Permits	\$ 74,808	\$ -	\$ 74,808
Intergovernmental	\$ -	\$ -	\$ -
Charges for Services	\$ 19,667,528	\$ -	\$ 19,667,528
Fines & Forfeitures	\$ -	\$ -	\$ -
Interest Earnings	\$ 30,644	\$ -	\$ 30,644
Miscellaneous	\$ 10,933	\$ -	\$ 10,933
Other Financing Sources	\$ -	\$ -	\$ -
Transfers In from Other Funds	\$ 58,751	\$ -	\$ 58,751
Total Resources	\$ 26,638,462	\$ -	\$ 26,638,462
Requirements			
Community Development	\$ -	\$ -	\$ -
Community Services	\$ -	\$ -	\$ -
Policy and Administration	\$ -	\$ -	\$ -
Public Works	\$ 7,249,963	\$ -	\$ 7,249,963
Program Expenditures Total	\$ 7,249,963	\$ -	\$ 7,249,963
Debt Service	\$ -	\$ -	\$ -
Loans	\$ -	\$ -	\$ -
Work-In-Progress	\$ -	\$ -	\$ -
Transfers to Other Funds	\$ 11,006,307	\$ 399,720	\$ 11,406,027
Contingency	\$ 500,000	\$ (399,720)	\$ 100,280
Total Budget	\$ 18,756,270	\$ -	\$ 18,756,270
Reserve For Future Expenditure	\$ 7,882,192	\$ -	\$ 7,882,192
Total Requirements	\$ 26,638,462	\$ -	\$ 26,638,462

Reference: Q1CM01, Q1FIS01 & Q1FIS02

	Adopted Budget	Q1 Amendment	Revised Budget
Central Services Fund			
Resource	Beginning Fund Balance	\$ 705,819	\$ 205,000
	\$	\$	\$
Property Taxes	-	-	-
Franchise Fees	-	-	-
Licenses & Permits	35,566	-	35,566
Intergovernmental	-	70,600	70,600
Charges for Services	7,326,403	-	7,326,403
Fines & Forfeitures	-	-	-
Interest Earnings	22,593	-	22,593
Miscellaneous	13,400	-	13,400
Other Financing Sources	-	-	-
Transfers In from Other Funds	478,001	120,000	598,001
	Total Resources	\$ 8,581,782	\$ 395,600
			\$ 8,977,382
Requirements			
Community Development	-	-	-
Community Services	-	-	-
Policy and Administration	8,082,249	395,600	8,477,849
Public Works	-	-	-
	Program Expenditures Total	\$ 8,082,249	\$ 395,600
			\$ 8,477,849
Debt Service	-	-	-
Loans	-	-	-
Work-In-Progress	-	-	-
Transfers to Other Funds	-	-	-
Contingency	250,000	-	250,000
	Total Budget	\$ 8,332,249	\$ 395,600
			\$ 8,727,849
Reserve For Future Expenditure	\$ 249,533	\$ -	\$ 249,533
	Total Requirements	\$ 8,581,782	\$ 395,600
			\$ 8,977,382

Reference: Q1CIP03

	Adopted Budget	Q1 Amendment	Revised Budget
Facilities Capital Fund			
Resource	Beginning Fund Balance	\$ 502,454	\$ -
		\$ -	\$ 502,454
Property Taxes	\$ -	\$ -	\$ -
Franchise Fees	\$ -	\$ -	\$ -
Licenses & Permits	\$ -	\$ -	\$ -
Intergovernmental	\$ -	\$ -	\$ -
Charges for Services	\$ -	\$ -	\$ -
Fines & Forfeitures	\$ -	\$ -	\$ -
Interest Earnings	\$ 3,212	\$ -	\$ 3,212
Miscellaneous	\$ -	\$ -	\$ -
Other Financing Sources	\$ -	\$ -	\$ -
Transfers In from Other Funds	\$ 314,166	\$ -	\$ 314,166
Total Resources	\$ 819,832	\$ -	\$ 819,832
Requirements			
Community Development	\$ -	\$ -	\$ -
Community Services	\$ -	\$ -	\$ -
Policy and Administration	\$ -	\$ -	\$ -
Public Works	\$ -	\$ -	\$ -
Program Expenditures Total	\$ -	\$ -	\$ -
Debt Service	\$ -	\$ -	\$ -
Loans	\$ -	\$ -	\$ -
Work-In-Progress	\$ 315,000	\$ 200,000	\$ 515,000
Transfers to Other Funds	\$ 16,794	\$ -	\$ 16,794
Contingency	\$ 50,000	\$ -	\$ 50,000
Total Budget	\$ 381,794	\$ 200,000	\$ 581,794
Reserve For Future Expenditure	\$ 438,038	\$ (200,000)	\$ 238,038
Total Requirements	\$ 819,832	\$ -	\$ 819,832

Reference: Q1CIP07

	Adopted Budget	Q1 Amendment	Revised Budget
Underground Utility Fund			
Resource	Beginning Fund Balance	\$ 234,297	\$ 60,480
		\$ 294,777	
Property Taxes	\$ -	\$ -	\$ -
Franchise Fees	\$ -	\$ -	\$ -
Licenses & Permits	\$ 124,817	\$ -	\$ 124,817
Intergovernmental	\$ -	\$ -	\$ -
Charges for Services	\$ -	\$ -	\$ -
Fines & Forfeitures	\$ -	\$ -	\$ -
Interest Earnings	\$ 7,160	\$ -	\$ 7,160
Miscellaneous	\$ -	\$ -	\$ -
Other Financing Sources	\$ -	\$ -	\$ -
Transfers In from Other Funds	\$ -	\$ -	\$ -
Total Resources	\$ 366,274	\$ 60,480	\$ 426,754
Requirements			
Community Development	\$ -	\$ -	\$ -
Community Services	\$ -	\$ -	\$ -
Policy and Administration	\$ -	\$ -	\$ -
Public Works	\$ -	\$ -	\$ -
Program Expenditures Total	\$ -	\$ -	\$ -
Debt Service	\$ -	\$ -	\$ -
Loans	\$ -	\$ -	\$ -
Work-In-Progress	\$ -	\$ -	\$ -
Transfers to Other Funds	\$ 324,139	\$ 60,480	\$ 384,619
Contingency	\$ -	\$ -	\$ -
Total Budget	\$ 324,139	\$ 60,480	\$ 384,619
Reserve For Future Expenditure	\$ 42,135	\$ -	\$ 42,135
Total Requirements	\$ 366,274	\$ 60,480	\$ 426,754

Reference: Q1CIP04, Q1CIP05 & Q1CIP06

	Adopted Budget	Q1 Amendment	Revised Budget
Parks Capital Fund			
Resource	Beginning Fund Balance	\$ 405,039	\$ -
		\$ -	\$ 405,039
Property Taxes	\$ -	\$ -	\$ -
Franchise Fees	\$ -	\$ -	\$ -
Licenses & Permits	\$ -	\$ -	\$ -
Intergovernmental	\$ 572,000	\$ -	\$ 572,000
Charges for Services	\$ -	\$ -	\$ -
Fines & Forfeitures	\$ -	\$ -	\$ -
Interest Earnings	\$ 3,015	\$ -	\$ 3,015
Miscellaneous	\$ -	\$ -	\$ -
Other Financing Sources	\$ -	\$ -	\$ -
Transfers In from Other Funds	\$ 2,558,638	\$ 462,000	\$ 3,020,638
Total Resources	\$ 3,538,692	\$ 462,000	\$ 4,000,692
Requirements			
Community Development	\$ -	\$ -	\$ -
Community Services	\$ -	\$ -	\$ -
Policy and Administration	\$ -	\$ -	\$ -
Public Works	\$ -	\$ -	\$ -
Program Expenditures Total	\$ -	\$ -	\$ -
Debt Service	\$ -	\$ -	\$ -
Loans	\$ -	\$ -	\$ -
Work-In-Progress	\$ 3,110,319	\$ 462,000	\$ 3,572,319
Transfers to Other Funds	\$ -	\$ -	\$ -
Contingency	\$ -	\$ -	\$ -
Total Budget	\$ 3,110,319	\$ 462,000	\$ 3,572,319
Reserve For Future Expenditure	\$ 428,373	\$ -	\$ 428,373
Total Requirements	\$ 3,538,692	\$ 462,000	\$ 4,000,692

Reference: Q1CIP04

	Adopted Budget	Q1 Amendment	Revised Budget	
Parks Bond Fund				
Resource	Beginning Fund Balance	\$ 784,997	\$ 42,000	\$ 826,997
Property Taxes	\$ -	\$ -	\$ -	\$ -
Franchise Fees	\$ -	\$ -	\$ -	\$ -
Licenses & Permits	\$ -	\$ -	\$ -	\$ -
Intergovernmental	\$ 515,000	\$ -	\$ -	\$ 515,000
Charges for Services	\$ -	\$ -	\$ -	\$ -
Fines & Forfeitures	\$ -	\$ -	\$ -	\$ -
Interest Earnings	\$ 2,000	\$ -	\$ -	\$ 2,000
Miscellaneous	\$ -	\$ -	\$ -	\$ -
Other Financing Sources	\$ -	\$ -	\$ -	\$ -
Transfers In from Other Funds	\$ -	\$ -	\$ -	\$ -
Total Resources	\$ 1,301,997	\$ 42,000	\$ -	\$ 1,343,997
Requirements				
Community Development	\$ -	\$ -	\$ -	\$ -
Community Services	\$ -	\$ -	\$ -	\$ -
Policy and Administration	\$ -	\$ -	\$ -	\$ -
Public Works	\$ -	\$ -	\$ -	\$ -
Program Expenditures Total	\$ -	\$ -	\$ -	\$ -
Debt Service	\$ -	\$ -	\$ -	\$ -
Loans	\$ -	\$ -	\$ -	\$ -
Work-In-Progress	\$ -	\$ -	\$ -	\$ -
Transfers to Other Funds	\$ 1,285,000	\$ 42,000	\$ -	\$ 1,327,000
Contingency	\$ -	\$ -	\$ -	\$ -
Total Budget	\$ 1,285,000	\$ 42,000	\$ -	\$ 1,327,000
Reserve For Future Expenditure	\$ 16,997	\$ -	\$ -	\$ 16,997
Total Requirements	\$ 1,301,997	\$ 42,000	\$ -	\$ 1,343,997

Reference: Q1CIP04, Q1CIP05 & Q1CIP06

	Adopted Budget	Q1 Amendment	Revised Budget	
Parks SDC Fund				
Resource	Beginning Fund Balance	\$ 1,295,574	\$ 420,000	\$ 1,715,574
Property Taxes	\$ -	\$ -	\$ -	
Franchise Fees	\$ -	\$ -	\$ -	
Licenses & Permits	\$ 1,218,969	\$ -	\$ 1,218,969	
Intergovernmental	\$ -	\$ -	\$ -	
Charges for Services	\$ -	\$ -	\$ -	
Fines & Forfeitures	\$ -	\$ -	\$ -	
Interest Earnings	\$ 19,782	\$ -	\$ 19,782	
Miscellaneous	\$ -	\$ -	\$ -	
Other Financing Sources	\$ -	\$ -	\$ -	
Transfers In from Other Funds	\$ -	\$ -	\$ -	
Total Resources		\$ 2,534,325	\$ 420,000	\$ 2,954,325
Requirements				
Community Development	\$ -	\$ -	\$ -	
Community Services	\$ -	\$ -	\$ -	
Policy and Administration	\$ -	\$ -	\$ -	
Public Works	\$ -	\$ -	\$ -	
Program Expenditures Total		\$ -	\$ -	\$ -
Debt Service	\$ -	\$ -	\$ -	
Loans	\$ -	\$ -	\$ -	
Work-In-Progress	\$ -	\$ -	\$ -	
Transfers to Other Funds	\$ 1,086,045	\$ 420,000	\$ 1,506,045	
Contingency	\$ 47,681	\$ -	\$ 47,681	
Total Budget		\$ 1,133,726	\$ 420,000	\$ 1,553,726
Reserve For Future Expenditure		\$ 1,400,599	\$ -	\$ 1,400,599
Total Requirements		\$ 2,534,325	\$ 420,000	\$ 2,954,325

Reference: Q1CIP07

	Adopted Budget	Q1 Amendment	Revised Budget
Transportation CIP Fund			
Resource	Beginning Fund Balance	\$ 167,821	\$ -
		\$ -	\$ 167,821
Property Taxes	\$ -	\$ -	\$ -
Franchise Fees	\$ -	\$ -	\$ -
Licenses & Permits	\$ -	\$ -	\$ -
Intergovernmental	\$ 3,911,000	\$ -	\$ 3,911,000
Charges for Services	\$ -	\$ -	\$ -
Fines & Forfeitures	\$ -	\$ -	\$ -
Interest Earnings	\$ -	\$ -	\$ -
Miscellaneous	\$ 1,526,000	\$ -	\$ 1,526,000
Other Financing Sources	\$ -	\$ -	\$ -
Transfers In from Other Funds	\$ 2,033,044	\$ 480,000	\$ 2,513,044
Total Resources	\$ 7,637,865	\$ 480,000	\$ 8,117,865
Requirements			
Community Development	\$ -	\$ -	\$ -
Community Services	\$ -	\$ -	\$ -
Policy and Administration	\$ -	\$ -	\$ -
Public Works	\$ -	\$ -	\$ -
Program Expenditures Total	\$ -	\$ -	\$ -
Debt Service	\$ -	\$ -	\$ -
Loans	\$ -	\$ -	\$ -
Work-In-Progress	\$ 7,260,044	\$ 480,000	\$ 7,740,044
Transfers to Other Funds	\$ 200,000	\$ -	\$ 200,000
Contingency	\$ -	\$ -	\$ -
Total Budget	\$ 7,460,044	\$ 480,000	\$ 7,940,044
Reserve For Future Expenditure	\$ 177,821	\$ -	\$ 177,821
Total Requirements	\$ 7,637,865	\$ 480,000	\$ 8,117,865

AIS-2777

9.

Business Meeting

Meeting Date: 08/09/2016

Length (in minutes): 5 Minutes

Agenda Title: Consider a Resolution of Support for the Tigard-Tualatin School Construction Bond Measure

Prepared For: Marty Wine, City Management

Submitted By: Kelly Burgoyne, Central Services

Item Type: Motion Requested
Resolution

Meeting Type: Council
Business
Meeting -
Main

Public Hearing: No

Publication Date:

Information

ISSUE

Will the Tigard City Council consider a resolution supporting the Tigard-Tualatin School Construction Bond, Measure 34-248, at the November 8, 2016 election?

STAFF RECOMMENDATION / ACTION REQUEST

Consider a resolution.

KEY FACTS AND INFORMATION SUMMARY

The Tigard-Tualatin School District has placed a construction bond measure for consideration by voters at the election of November 8, 2016.

OTHER ALTERNATIVES

The City Council could choose to not endorse or to take no position on the measure.

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

DATES OF PREVIOUS COUNCIL CONSIDERATION

This is the first consideration of this matter by the City Council.

Attachments

TTSD res

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

A RESOLUTION SUPPORTING THE TIGARD-TUALATIN SCHOOL DISTRICT SCHOOL
CONSTRUCTION BOND MEASURE – MEASURE 34-248

WHEREAS, the City of Tigard values a supportive partnership with the Tigard-Tualatin School District that serves to provide educational and other important support for families and children in the Tigard community; and

WHEREAS, a committee of community members and staff came together to solve existing school facility needs, modernize the District's schools, address future school enrollment, and improve safety and technology district-wide and has proposed a school construction bond to Tigard and Tualatin voters at the November 8, 2016 election; and

WHEREAS, the last major bond measure for the Tigard-Tualatin School District was in 2002, and funding is now needed for scheduled repairs and improvements, and technology and textbook replacement; and

WHEREAS, the passage of the bond will uphold safety and educational standards by rebuilding aging schools, protecting the investment in existing facilities, and completing the Tigard High School master plan; and

WHEREAS, investments in facilities equipment from the bond will improve the safety and security of students by investing in access control, fire code upgrades, and school office relocations; and

WHEREAS, expansions and improvements to school buildings are proposed that will address the growth in our communities and projected enrollment needs; and

WHEREAS, planned investments from the bond will bring enhancements to classrooms to support career education and STEM (Science Technology Engineering and Math) at Tualatin High, Tigard High and Durham Center that will create 21st Century learning opportunities and enhance career readiness;

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

SECTION 1: The City Council hereby proclaims its support for the passage of Measure 34-348 and encourages Tigard voters to vote in support of the school district measure at the November 8, 2016 election.

SECTION 2: This resolution is effective immediately upon passage.

PASSED: This _____ day of _____ 2016.

Mayor - City of Tigard

ATTEST:

City Recorder - City of Tigard

AIS-2781

10.

Business Meeting

Meeting Date: 08/09/2016

Length (in minutes): 5 Minutes

Agenda Title: Authorize the City Manager to Sign an Agreement with TriMet Regarding Cost Share Obligations for New Sidewalks along SW Commercial Street and Pacific

Submitted By: Carol Krager, Central Services

Item Type: Motion Requested **Meeting Type:** Council Business Meeting - Main

Public Hearing No

Newspaper Legal Ad Required?:

Public Hearing Publication

Date in Newspaper:

Information

ISSUE

Shall Council authorize the City Manager to enter into an updated intergovernmental agreement (IGA) with TriMet regarding cost share obligations for new sidewalks along SW Commercial Street and Pacific Highway?

STAFF RECOMMENDATION / ACTION REQUEST

Authorize the City Manager to execute the agreement.

KEY FACTS AND INFORMATION SUMMARY

This is the second time Council is being asked to consider an Intergovernmental Agreement (IGA) with TriMet regarding cost share obligations for SW Commercial Street and Pacific Highway. At the request of TriMet, additional clarity about payment terms has been added to the text of the IGA.

The IGA language has been updated to reflect the following requirements:

1. \$20,000 of the local match to be paid 30 days following execution of the IGA.
2. The remainder of the local match, \$114,024, to be paid in FY18, by July 31, 2017.
3. Clarifying that the City of Tigard will pay TriMet the local match share.

These terms are amenable to the City. There has been no change in local share costs. The \$20,000 local match required this fiscal year is already budgeted in the approved Capital Improvement Plan (CIP). The remainder is included in the FY 2017-2018 CIP budget. The previous version of this IGA signed by Mayor Cook required that the local match be paid two years after the IGA was signed.

Project Background

The adopted 2015-16 Capital Improvement Plan includes project #95042 – Commercial Street Sidewalk and Storm Facility (Main to Lincoln). The purpose of this project is twofold, to construct sidewalks along Commercial Street and to add a stormwater facility to treat runoff in this area. This IGA is for the sidewalk portion of the project only. The stormwater portion will be under a separate contract and managed by the City.

This project is federally funded through the Multimodal Transportation Enhance Program (MTEP) and administered through ODOT. TriMet will serve as their local agency. Two separate IGAs are moving forward:

- ODOT with TriMet to act as their local agency
- TriMet with the City of Tigard for local project delivery.

Attachment 1 is the proposed agreement between TriMet and the city, with changes highlighted. It outlines how the agencies will work together to design and build the following “City Projects”:

- Commercial St – 800 lineal feet of 8-foot sidewalk along Commercial St between Main St and Lincoln Ave under the Pacific Highway bridge. Fencing will be installed between the railroad tracks and pedestrian area.
- Commercial St Pedestrian Path – 655 lineal feet of paved pedestrian path between SW Center St and Commercial St. NOTE: City staff just recently completed a "lighter, quicker, cheaper" project for this pathway. However, additional work may be required on this path to meet all stormwater regulations. Staff will evaluate this as part of this project.
- SW Naev to SW Beef Bend Rd – 510 lineal feet of sidewalk infill on Pacific Highway northbound.

The total cost for these projects is estimated to be \$1,305,000. The funding ratio is 89.73% of MTEP funds to 10.27% of City funds. MTEP funds are fixed at \$1,170,976. The City's contribution is \$134,024 and will be funded by gas tax.

The draft agreement also covers the potential for underruns and overruns. If there are any project underruns of the local share, TriMet will pay such underruns to the City. If there are any project overruns, these costs will need to be paid by the City. Pursuant to the TriMet/ODOT IGA, TriMet and ODOT shall mutually agree to project decisions regarding design standards, design exceptions, utility relocation expenses, right of way needs, preliminary engineering changes, construction engineering charges, and contract change orders as these decisions may impact the project costs. To protect against project overruns, TriMet will

delegate these decisions to City for purposes of City projects.

OTHER ALTERNATIVES

Council could propose changes to the agreement or decide not to approve the agreement. Should council decide not to approve the agreement, the consequence would likely be that TriMet chooses not to fund the project.

COUNCIL OR CCDA GOALS, POLICIES, MASTER PLANS

Strategic Plan Goal 1: Facilitate walking connections to develop an identity.

DATES OF PREVIOUS CONSIDERATION

Council was briefed on this agreement on May 17, 2016, and approved the previous version of this agreement on June 14, 2016.

Fiscal Impact

Cost: \$134,024

Budgeted (yes or no): yes

Where Budgeted (department/program): Transportation/Gas Tax

Additional Fiscal Notes:

Total project cost noted in IGA for City Projects is \$1,305,000.

The funding ratio for the City Projects is 89.73% of MTEP funds to 10.27% of City funds. MTEP funds are fixed at \$1,170,976. The City's contribution is \$134,024.

Note: This is for the sidewalk portion of CIP project number 95042. Expected City project management and contingency costs related to this IGA are \$100,000 for a total City project cost of \$234,024. The remaining funds noted in CIP project number 95042 description sheet are for a stormwater quality facility that is not part of this IGA and will be separately managed by the City.

Attachments

TriMet - Tigard IGA

ODOT-TriMet IGA

Sidewalk Improvement Location Exhibit

**INTERGOVERNMENTAL AGREEMENT
BETWEEN TRIMET AND THE CITY OF TIGARD
FOR COST SHARE OBLIGATIONS FOR BARBUR/OR-99W CORRIDOR SAFETY AND
ACCESS TO TRANSIT PROJECT**

THIS AGREEMENT is made this _____ day of _____, 2016, by and between the TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON, a mass transit district of the state of Oregon, hereinafter referred to as “TriMet”, and THE CITY OF TIGARD, a municipal corporation of the state of Oregon acting by and through its Elected Officials, hereinafter referred to as “City”.

I. RECITALS

1. TriMet and ODOT have entered into a separate binding Intergovernmental Agreement to administer ODOT Agreement No. 30684: Barbur/OR-99W Corridor Safety & Access to Transit Project (“TriMet/ODOT IGA”). The TriMet/ODOT IGA is attached hereto as Exhibit A.
2. The TriMet/ODOT IGA is a mechanism for ODOT to administer the local projects set out in that agreement. Under the TriMet/ODOT IGA, ODOT has agreed to administer and deliver the following three projects (referred to herein as “City Projects”) for the City of Tigard:
 - SW Commercial St – Design and construct 800 feet on an 8-foot sidewalk along SW Commercial St under the highway structure between Main St and SW Lincoln Ave and install fence between railroad and pedestrians. Project Budget: \$900,000. Local Match: \$92,430
 - SW Commercial St - Construct pedestrian path between SW Center St and Commercial St. Project Budget: \$75,000. Local Match: \$7,703
 - SW Naeve to SW Beef Bend Rd – Design and construct sidewalk infill on 99W northbound. Project Budget: \$330,000 Local Match: \$33,891
3. TriMet is willing to sign the TriMet/ODOT IGA to facilitate construction of the City Projects. However, TriMet and the City understand and agree that the City Projects are being constructed by ODOT for the benefit of the City.
4. The total cost for the City Projects is estimated to be \$1,305,000 and funded as part of the Multimodal Transportation Enhance Program (MTEP). The Funding Ratio for the City Projects is 89.73% of MTEP funds to 10.27% of City funds. MTEP funds are fixed at \$1,170,976. The City’s contribution is \$134,024.
5. The Parties desire to work together and with ODOT to complete the City Projects, under the terms of this Agreement and the TriMet/ODOT IGA.
6. The Parties are authorized to enter into this Agreement pursuant to the provisions of ORS Chapter 190.

Now, therefore, in consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

II. PARTY RESPONSIBILITIES

A. City Responsibilities:

1. City shall be responsible for funding the City Projects at the amount of the local share as set forth in the TriMet/ODOT IGA (10.27 percent, or \$134,024) over two fiscal years. TriMet will invoice the City for initial local share of \$20,000 within 30 days of execution of this Agreement, and the City shall pay such invoice within 30 days of receipt. TriMet will invoice the City the remaining local share (in the amount of \$114,024) on July 1, 2017, and City shall make payment by July 31, 2017.
2. All additional costs related to the City Projects shall be paid by City to TriMet, including all "Project Overruns" (as defined in the TriMet/ODOT IGA) and all other costs related to the City Projects. TriMet shall invoice for any such costs no more than once per month. City shall pay all such amounts within 30 days of receipt of an invoice from TriMet.
3. City shall designate appropriate staff to the City Projects to carry out the City's responsibilities. This includes, but is not limited to, appropriate permitting staff.
4. City's Office of Public Works shall provide oversight and guidance to ODOT as needed for all activities related to the City Projects, including project management, design, right-of-way, public outreach, citizen involvement activities, engineering, permitting, utility coordination, and project construction.
5. City shall review and approve plans and specifications for the City Projects that are developed by ODOT. Per the TriMet/ODOT IGA, ODOT will advertise and award a construction contract to the lowest responsible, responsive bidder, per ODOT policy.
6. City shall facilitate the processing of required permits and provide inspection services of civil and electrical work to ensure the City Projects are constructed to City standards.
7. City shall be responsible for the ownership and maintenance of the fence and pedestrian path constructed along SW Commercial St.

B. TriMet Responsibilities:

1. TriMet shall work with the City to assist the City and ODOT in delivering the City Projects.
2. Pursuant to the TriMet/ODOT IGA, TriMet and ODOT shall mutually agree to project decisions regarding design standards, design exceptions, utility relocation expenses, right of way needs, preliminary engineering charges, construction engineering charges, and Contract Change Orders as these decisions may impact the Total Project Cost. TriMet delegates these decisions to City for purposes of City Projects.

3. In the event there are "Project Underruns" of the local share (as defined in the TriMet/ODOT IGA) that are returned from ODOT to TriMet, TriMet agrees to pay such underruns to the City.

III. GENERAL PROVISIONS

1. Each party has designated a project manager as its formal representative for purposes of this Project:

Young Park
TriMet
1800 SW 1st Avenue, Suite 300
Portland, OR 97201
Phone: (503) 962-2138
Email: parky@trimet.org

Andrew Newbury
City of Tigard
13125 SW Hall Blvd
Tigard, OR 97223
Phone: (503) 718-2472
Email: andrewn@tigard-or.gov

The Project Managers are authorized to approve work and billings, to give notices, to execute amendments to this Agreement that do not increase the compensation, to terminate this Agreement and to carry out any other act referred to herein.

Either party may designate a different project manager by giving written notification to the other party as provided in this paragraph.

City shall appropriately authorize its officials to enter into and execute this Agreement.

2. **Relationship of the Parties.** Each of the parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one party shall be deemed to be an employee, agent or contractor of the other party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each party hereby specifically disclaims any such relationship.
3. **No Third-Party Beneficiary.** Except as set forth herein, this Agreement is between the parties and creates no third-party beneficiaries. Nothing in this Agreement gives or shall be construed to give or provide any benefit, direct, indirect or otherwise to third-parties unless third-persons are expressly described as intended to be beneficiaries of its terms.
4. **Compliance with Laws.** The parties shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement. If a Party is not in compliance with any law, regulation, executive order or ordinance, it shall take immediate steps to gain compliance.
5. **Insurance Requirements.** The parties agree to each maintain insurance or self-insurance which meets the following requirements:

5.1 Comprehensive or Commercial General Liability Insurance covering bodily injury and property damage. This insurance shall include personal injury coverage; contractual liability coverage for the indemnity provided under this Agreement; and products/completed operations liability. Combined single limit per

occurrence shall not be less than \$1,000,000, or the equivalent. Each annual aggregate limit shall not be less than \$2,000,000, when applicable. The liability coverage required for performance of the Agreement shall include both TriMet and City as additional insureds, to the extent allowed by law. The party obtaining such insurance shall furnish the other party with a Certificate of Insurance for the limits set out above, which is to be in force and applicable to the Work. The insurance coverage shall not be amended, altered, modified, or canceled without at least thirty (30) days prior written notice to TriMet or City, as applicable.

5.2 Worker's Compensation. TriMet and City, and all employers working under this Agreement, are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers. Each party shall be responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement, including but not limited to, retirement system contributions, Workers Compensation, unemployment taxes, and state and federal withholdings.

- 6. Indemnification.** Within the limits of the Oregon Constitution and the Oregon Tort Claims Act, codified at ORS 30.260 through 30.300, each of the parties shall hold harmless, indemnify and defend the other and its officers, directors, employees and agents from and against all claims, demands, penalties, and causes of action of any kind or character relating to or arising from this Agreement (including the cost of defense thereof, including attorney fees) in favor of any person on account of personal injury, death, damage to property, or violation of law, which arises out of, or results from, the negligent acts or omissions of the indemnitor, its officers, employees, or agents.
- 7. Effective and Termination Dates.** This Agreement shall be effective upon date all required signatures are obtained and shall terminate upon completion of the City Projects by ODOT.

7.1 Early Termination of Agreement.

7.1.1 City and TriMet, by mutual written agreement, may terminate this Agreement at any time. If such early termination by the City results in money being owed to ODOT under the TriMet/ODOT IGA, City shall pay such amounts to TriMet within 30 days of demand by TriMet.

7.1.2 Either City or TriMet may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give the other party written notice of the breach and of the party's intent to terminate. If the breaching party has not entirely cured the breach within thirty days of the notice, then the party giving the notice may terminate the Agreement at any time thereafter by giving a written notice of termination. If such early termination results from a breach by the City, and results in money being owed to ODOT under the TriMet/ODOT IGA, City shall pay such amounts to TriMet within 30 days of demand by TriMet.

- 8. Remedies.** The remedies provided under this Agreement shall not be exclusive. The parties also shall be entitled to any other equitable and legal remedies that are available.
- 9. Oregon Law, Dispute Resolution and Forum.** This Agreement shall be construed according to the laws of the State of Oregon. TriMet and City shall negotiate in good

faith to resolve any dispute arising out of this Agreement. If the parties are unable to resolve any dispute within fourteen calendar days, the parties are free to pursue any legal remedies that may be available. Any litigation between City and TriMet arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Multnomah City Circuit Court, and if in the federal courts, in the United States District Court for the District of Oregon located in Portland, Oregon.

10. **Assignment.** Neither TriMet nor City shall assign this Agreement, in whole or in part, or any right or obligation hereunder, without the prior written approval of the other.
11. **Severability/Survivability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken. All provisions concerning indemnity survive the termination of this Agreement for any cause.
12. **Interpretation of Agreement.** This Agreement shall not be construed for or against any party by reason of the authorship or alleged authorship of any provision. The Section headings contained in this Agreement are for ease of reference only and shall not be used in constructing or interpreting this Agreement.
13. **Entire Agreement; Modification; Waiver.** This Agreement constitutes the entire Agreement between the parties on the subject matter hereof and supersede all prior or contemporaneous written or oral understandings, representations or communications of every kind. There are no understandings, Agreements, or representations, oral or written, not specified herein regarding this Agreement. No course of dealing between the parties and no usage of trade will be relevant to supplement any term used in this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of a party to enforce any provision of this Agreement shall not constitute a waiver by a party of that or any other provision.
14. **Inspection of Records.** Each of the parties shall have the right to inspect, at any reasonable time, such records in the possession, custody or control of the other party as it deems necessary for review of the other party's obligations and its rights under this Agreement. The cost of such inspection shall be borne by the inspecting party.

IN WITNESS WHEREOF, the parties hereto have executed this Intergovernmental Agreement.

**TRI-MET METROPOLITAN
TRANSPORTATION DISTRICT OF OREGON**

CITY OF TIGARD, by
and through its elected officials

By _____
Steven D. Witter, Executive Director

By _____

Date _____

Date _____

By _____

Auditor

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY FOR TRIMET**

By: _____

Lance Erz, Deputy General Counsel

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY FOR CITY**

By: _____

City Attorney

Date _____

**LOCAL AGENCY AGREEMENT
MULTIMODAL TRANSPORTATION ENHANCE PROGRAM (MTEP)
OR99W: Corridor Safety & Access to Transit**

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State"; and TRIMET, acting by and through its Board of Directors, hereinafter referred to as "Agency"; both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, 366.572 and 366.576, State may enter into cooperative agreements with counties, cities and units of local governments for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.
2. OR 99W and a portion of SW Barbur Boulevard are a part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission (OTC). A portion of SW Barbur Boulevard (not part of the OR99W route system), SW Hooker Street, SW Lane Street, SW Naito Parkway, SW 19th Street and SW 53rd Avenue are all a part of the city street system under the jurisdiction and control of the City of Portland. SW Commercial Street, SW Naeve Street, and SW Durham Road are all a part of the city street system under the jurisdiction and control of the City of Tigard. SW Beef Bend Road, and SW Bull Mountain Road are all a part of the county road system under the jurisdiction and control of Washington County.
3. Agency has agreed that State will deliver the Preliminary Engineering (PE) and Right of Way Acquisition (RW) phases of this project on behalf of the Agency.

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

DEFINITIONS

1. "Contract Award" means the issuance of a Notice to Proceed (NTP) to the Preliminary Engineering consultant.
2. "Funding Ratio" means the relationship between MTEP funds and Total Project Cost and Other Funds. This ratio is established at the time the agreement is executed and does not change during the course of the project. The ratio governs the obligation of MTEP funds at the time of construction/consultant award or Project Closeout.
3. "Match" means the minimum amount State or Agency must contribute to match the federal aid funding portion of the project.
4. "MTEP" means Multimodal Transportation Enhance Program and may be funded by a combination of federal and state funds. "Other Funds" means other funding required to complete the project including but not limited to state, federal, and agency funds.

5. "Other Funds" means other funding required to complete the project including but not limited to state, federal, and agency funds.
6. "Project Closeout" means project is ready to close as there are no more expenditures associated with project.
7. "Project Overruns" means the final cost estimate at Contract Award exceeds the estimated Total Project Cost estimate in this Agreement, or the final actual project costs exceed the final cost estimate at Contract Award.
8. "Project Underrun" means the final cost estimate at Contract Award is below the estimated Total Project Cost in this Agreement, or the final actual project costs are below the final cost estimate at Contract Award. Total Project Cost means the estimated amount as show in this Agreement. This amount will include MTEP funds, local matching funds, and other funds as required to complete project as stated in this Agreement.

TERMS OF AGREEMENT

1. Under such authority, Agency and State agree to State to conducting the Preliminary Engineering and Right of Way phases for the "OR99W: Corridor Safety & Access to Transit" project on behalf of Agency, hereinafter referred to as "Project" and as further defined below. The location of the Project is approximately as shown on the map attached hereto, marked "Exhibit A," and by this reference made a part hereof. The construction of this Project will be addressed in a subsequent agreement or amendment to this Agreement. Agency must submit executed agreement(s) to State covering the maintenance of all tangible Project deliverables prior to State authorizing the obligation and release of construction funds.
2. The Project Description and Deliverables are as follows:
 - a. Description: Conduct preliminary engineering and acquire right-of-way for modifications to improve safety and access to transit within the OR99W Corridor. Project will include design for sidewalk infill and pedestrian paths, pedestrian crossings, enhancing existing bus stops, bus activated extended green time at multiple signals, fencing and retaining walls and improvements to drainage as needed.
 - b. Deliverables are the design of the following:
 - SW Barbur Blvd – City of Portland portion:
 - SW Hooker St – Sidewalk infill SW Lane St and SW Naito Pkwy – An enhanced pedestrian crossing at the intersection of Barbur Blvd and Lane/Naito Parkway
 - SW Barbur Blvd – State portion:
 - SW 19th Ave – Sidewalk infill
 - SW 53rd Ave – Sidewalk infill, shared bike/ped facility, and improvements

to drainage as appropriate

- OR 99W :
 - SW Commercial St – 800 feet of an 8-foot sidewalk along SW Commercial St under the highway structure between Main Street and SW Lincoln Avenue and a fence between railroad and pedestrians
 - SW Commercial St – Pedestrian path between SW Center Street and Commercial Street
 - SW Naeve St to SW Beef Bend Rd – Sidewalk infill on 99W northbound
 - SW Bull Mountain Rd (NB) – Sidewalk infill, a retaining wall, bus shelter and pad, and address drainage as appropriate
 - SW Bull Mountain Rd (SB) – Sidewalk infill, a bus pad and adjust guardrail
 - Transit Signal Priority – Add priority and operations treatments at intersections between I-5 and Durham Rd (Signal priority at up to 16 locations, operations treatments at up to 6 locations)
- Retaining walls and drainage improvements as appropriate

Both Parties agree that an amendment to this Agreement is required if any changes are made to the Project as described in Project Description and Deliverables above.

3. Both Parties agree that Right of Way Service Agreements will be executed between State and the affected local jurisdictions before State initiates acquisition of right of way from that local jurisdiction. Permits to access right of way affected by the Project will be obtained from the affected local jurisdiction before the construction phase of the Project.
4. The Project shall be conducted as a part of the Multimodal Transportation Enhance Program (MTEP) with funds provided under Title 23, United States Code and may include a combination of federal and state funds. The Total Project Cost, as described in this Agreement, is estimated at \$838,883, which is subject to change. MTEP federal and state funding for the Project, which are the PE and RW phases, shall be limited to \$752,730. Agency shall be responsible for all remaining costs, including 10.27 percent match for all MTEP eligible costs, any non-participating costs, and all costs in excess of the available federal or state funds. State may rescind MTEP funds for failure to submit maintenance agreement(s) as per Terms of Agreement, paragraph 1, before entering into an amendment for the construction of the Project. If State rescinds MTEP funding, Agency will be invoiced for all MTEP reimbursements paid for the Project up to that point.
5. The Funding Ratio for this Project is 89.73% of MTEP funds to 10.27% Agency funds and applies to Project Underruns. The Funding Ratio for this Project does not apply in the case of Project Overruns.
6. If, at the time of Contract Award or Project Closeout, the Project cost is below the

estimated Total Project Cost in this Agreement, MTEP funding and Other Funds will be obligated proportionally based on the Funding Ratio. Any unused MTEP funds, will be retained by State, and will not be available for use by Agency for this Agreement or any other projects.

7. Project Overruns which occur at the time of Contract Award and/or at the time of Project Closeout are the responsibility of the Agency.
8. Project decisions regarding design standards, design exceptions, right of way needs, preliminary engineering charges, shall be mutually agreed upon between the Agency and the State, as these decisions may impact the Total Project Cost.
9. State will submit the requests for federal funding to Federal Highway Administration (FHWA). The federal funding for this Project is contingent upon approval of each funding request by FHWA. Any work performed prior to acceptance by FHWA or outside the scope of work will be considered nonparticipating and paid for at Agency expense.
10. State considers Agency a subrecipient of the federal funds it receives as reimbursement under this Agreement. The Catalog of Federal Domestic Assistance (CFDA) number and title for this Project is 20.205, Highway Planning and Construction.
11. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the Project and final payment or ten (10) calendar years following the date all required signatures are obtained, whichever is sooner.
12. This Agreement may be terminated by mutual written consent of both Parties.
13. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
 - a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
 - c. If Agency fails to provide payment of its share of the cost of the Project.
 - d. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - e. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or if State is prohibited from paying for such work from the planned funding source.

- f. If State is unable to secure right of way agreements for right of way that will be transferred to local jurisdictions.
- 14a. Information required by 2 CFR 200.331(a), except for (xiii) Indirect cost rate, shall be contained in the USDOT FHWA Federal Aid Project Agreement for this Project, a copy of which shall be provided by State to Agency with the Notice to Proceed.
 - b. The indirect cost rate for this project at the time the agreement is written is zero percent.
15. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
16. The Special and Standard Provisions attached hereto, marked Attachments 1 and 2, respectively, are by this reference made a part hereof. The Standard Provisions apply to all federal-aid projects and may be modified only by the Special Provisions. The Parties hereto mutually agree to the terms and conditions set forth in Attachments 1 and 2. In the event of a conflict, this Agreement shall control over the attachments, and Attachment 1 shall control over Attachment 2.
17. Agency, as a recipient of federal funds, pursuant to this Agreement with the State, shall assume sole liability for Agency's breach of any federal statutes, rules, program requirements and grant provisions applicable to the federal funds, and shall, upon Agency's breach of any such conditions that requires the State to return funds to FHWA, hold harmless and indemnify the State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of Agency, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
18. State and Agency agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
19. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
20. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
21. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. In the event of conflict, the body of this Agreement and the attached Exhibits will control over Project application and documents provided by Agency to

State. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

22. State Contact for this Agreement is Kelly Brooks, Policy and Development Manager, 123 NW Flanders Street, Portland, OR 97209, 503-731-3087, Kelly.s.brooks@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.
23. Agency's Contact for this Project is Young Park, Manager In-Streets Projects, 1800 SW 1st Avenue, Suite 300, Portland, OR 97201, 503.962.2138, parky@trimet.org or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

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

SIGNATURE PAGE TO FOLLOW

This Project is in the 2015-2018 Statewide Transportation Improvement Program (STIP), (Key #18838) that was adopted by the Oregon Transportation Commission on December 18, 2014 (or subsequently approved by amendment to the STIP).

TRIMET, by and through its elected officials

By _____

Title _____

Date _____

By _____

Title _____

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____

Agency Counsel

Date _____

Agency Contact:

Young Park
1800 SW 1st Avenue, Suite 300
Portland, OR 97201
503.962.2138
parky@trimet.org

State Contact:

Kelly Brooks
123 NW Flanders Street
Portland, OR 97209
503.731.3087
Kelly.s.brooks@odot.state.or.us

STATE OF OREGON, by and through its Department of Transportation

By _____

Highway Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____

Region 1 Enhance Program Mgr.

Date _____

By _____

Region 1 Manager

Date _____

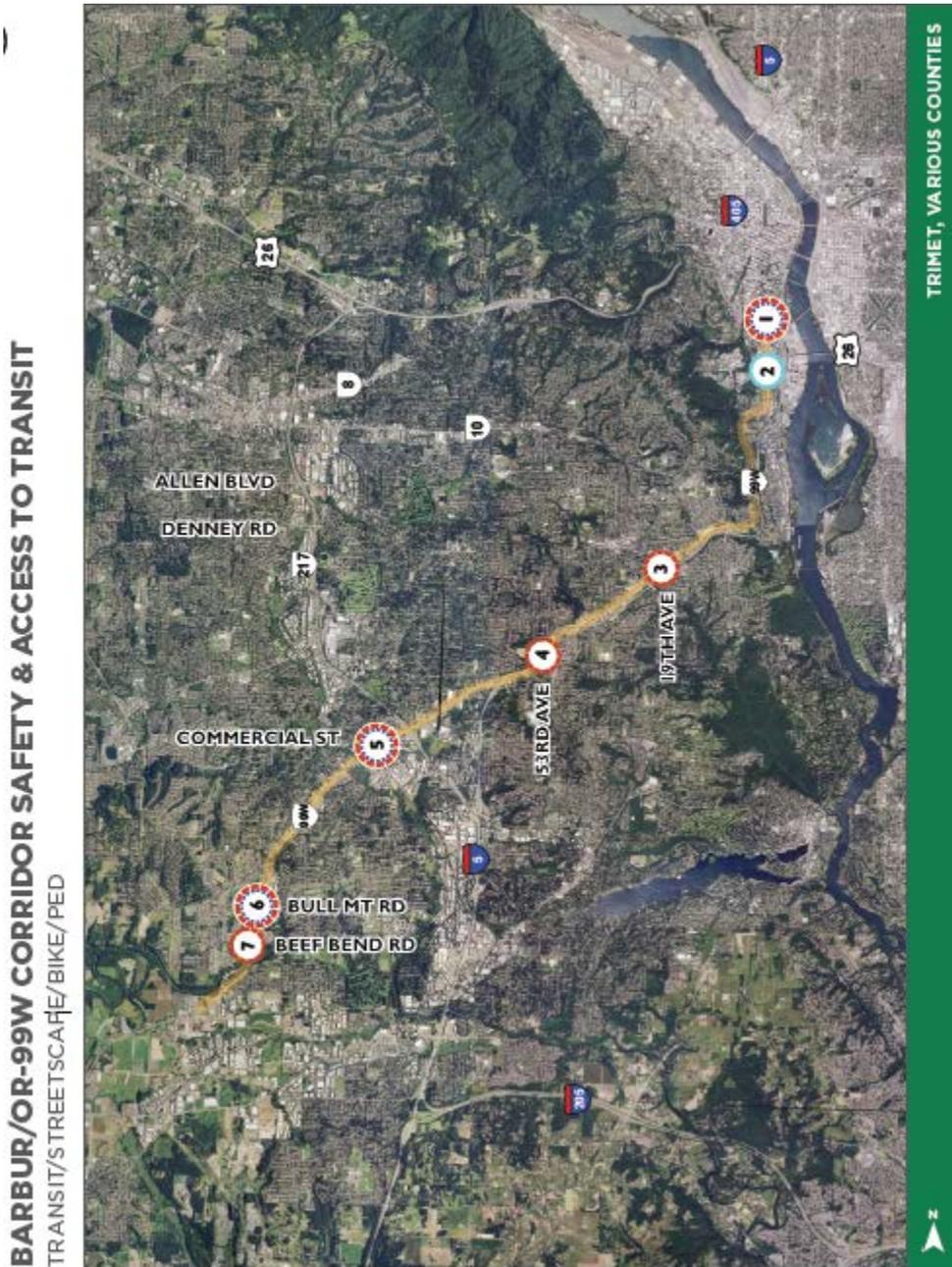
APPROVED AS TO LEGAL SUFFICIENCY

By _____

Assistant Attorney General

Date _____

EXHIBIT A – Project Location Map



**ATTACHMENT NO. 1 to Agreement No. 30684
SPECIAL PROVISIONS**

1. State or State's consultant shall conduct all work components necessary to complete the Preliminary Engineering and Right of Way phases of the Project.
2. Agency guarantees the availability of Agency funding in an amount required to fully fund Agency's share of the Project.
3. State and Agency agree that the useful life of this Project is defined as 20 years.
4. If Agency fails to meet the requirements of this Agreement or the underlying federal regulations, State may withhold the Agency's proportional share of Highway Fund distribution necessary to reimburse State for costs incurred by such Agency breach. Agency will be ineligible to receive or apply for any Title 23, United States Code funds until State receives full reimbursement of the costs incurred.

ATTACHMENT NO. 2 FEDERAL STANDARD PROVISIONS

PROJECT ADMINISTRATION

1. State (ODOT) is acting to fulfill its responsibility to the Federal Highway Administration (FHWA) by the administration of this Project, and Agency (i.e. county, city, unit of local government, or other state agency) hereby agrees that State shall have full authority to carry out this administration. If requested by Agency or if deemed necessary by State in order to meet its obligations to FHWA, State will act for Agency in other matters pertaining to the Project. Prior to taking such action, State will confer with Agency concerning actions necessary to meet federal obligations. State or its consultant, with Agency involvement shall, if necessary, appoint and direct the activities of a Citizen's Advisory Committee and/or Technical Advisory Committee, conduct a hearing and recommend the preferred alternative. State and Agency shall each assign a person in responsible charge "liaison" to coordinate activities and assure that the interests of both Parties are considered during all phases of the Project.
2. Any project that uses federal funds in project development is subject to plans, specifications and estimates (PS&E) review and approval by FHWA or State acting on behalf of FHWA prior to advertisement for bid proposals, regardless of the source of funding for construction.
3. State will provide or secure services to perform plans, specifications and estimates (PS&E), construction contract advertisement, bid, award, contractor payments and contract administration. A State-approved consultant may be used to perform preliminary engineering, right of way and construction engineering services.

PROJECT FUNDING REQUEST

4. State shall submit a separate written Project funding request to FHWA requesting approval of federal-aid participation for each project phase including a) Program Development (Planning), b) Preliminary Engineering (National Environmental Policy Act - NEPA, Permitting and Project Design), c) Right of Way Acquisition, d) Utilities, and e) Construction (Construction Advertising, Bid and Award). Any work performed prior to FHWA's approval of each funding request will be considered nonparticipating and paid for at Agency expense. State, the consultant or Agency shall not proceed on any activity in which federal-aid participation is desired until such written approval for each corresponding phase is obtained by State. State shall notify Agency in writing when authorization to proceed has been received from FHWA. All work and records of such work shall be in conformance with FHWA rules and regulations.

FINANCE

5. Federal funds shall be applied toward Project costs at the current federal-aid matching ratio, unless otherwise agreed and allowable by law. Agency shall be responsible for the entire match amount for the federal funds and any portion of the Project, which is not covered by federal funding, unless otherwise agreed to and specified in the intergovernmental Agreement (Project Agreement). Agency must obtain written approval from State to use in-kind

contributions rather than cash to satisfy all or part of the matching funds requirement. If federal funds are used, State will specify the Catalog of Federal Domestic Assistance (CFDA) number in the Project Agreement. State will also determine and clearly state in the Project Agreement if recipient is a subrecipient or vendor, using criteria 2 CFR 200.330.

6. If the estimated cost exceeds the total matched federal funds available, Agency shall deposit its share of the required matching funds, plus 100 percent of all costs in excess of the total matched federal funds. Agency shall pay one hundred (100) percent of the cost of any item in which FHWA will not participate. If Agency has not repaid any non-participating cost, future allocations of federal funds or allocations of State Highway Trust Funds to Agency may be withheld to pay the non-participating costs. If State approves processes, procedures, or contract administration outside the Local Agency Guidelines Manual that result in items being declared non-participating by FHWA, such items deemed non-participating will be negotiated between Agency and State.
7. Agency agrees that costs incurred by State and Agency for services performed in connection with any phase of the Project shall be charged to the Project, unless otherwise mutually agreed upon by the Parties.
8. Agency's estimated share and advance deposit.
 - a) Agency shall, prior to commencement of the preliminary engineering and/or right of way acquisition phases, deposit with State its estimated share of each phase. Exception may be made in the case of projects where Agency has written approval from State to use in-kind contributions rather than cash to satisfy all or part of the matching funds requirement.
 - b) Agency's construction phase deposit shall be one hundred ten (110) percent of Agency's share of the engineer's estimate and shall be received prior to award of the construction contract. Any additional balance of the deposit, based on the actual bid must be received within forty-five (45) days of receipt of written notification by State of the final amount due, unless the contract is cancelled. Any balance of a cash deposit in excess of amount needed, based on the actual bid, will be refunded within forty-five (45) days of receipt by State of the Project sponsor's written request.
 - c) Pursuant to Oregon Revised Statutes (ORS) 366.425, the advance deposit may be in the form of 1) money deposited in the State Treasury (an option where a deposit is made in the Local Government Investment Pool), and an Irrevocable Limited Power of Attorney is sent to State's Active Transportation Section, Funding and Program Services Unit, or 2) an Irrevocable Letter of Credit issued by a local bank in the name of State, or 3) cash.
9. If Agency makes a written request for the cancellation of a federal-aid project; Agency shall bear one hundred (100) percent of all costs incurred as of the date of cancellation. If State was the sole cause of the cancellation, State shall bear one hundred (100) percent of all costs incurred. If it is determined that the cancellation was caused by third parties or circumstances beyond the control of State or Agency, Agency shall bear all costs, whether incurred by State or Agency, either directly or through contract services, and State shall bear any State administrative costs incurred. After settlement of payments, State shall deliver surveys, maps, field notes, and all other data to Agency.

10. Agency shall follow the requirements stated in the Single Audit Act. Agencies expending \$500,000 or more in Federal funds (from all sources) in its fiscal year beginning prior to December 26, 2014, shall have a single organization-wide audit conducted in accordance with the Single Audit Act of 1984, PL 98-502 as amended by PL 104-156 and subject to the requirements of 49 CFR Parts 18 and 19. Agencies expending \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014 shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Agencies expending less than \$500,000 in Federal funds in a fiscal year beginning prior to December 26, 2014, or less than \$750,000 in a fiscal year beginning on or after that date, is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials based on the records retention period identified in the Project Agreement. The cost of this audit can be partially prorated to the federal program.
11. Agency shall make additional deposits, as needed, upon request from State. Requests for additional deposits shall be accompanied by an itemized statement of expenditures and an estimated cost to complete the Project.
12. Agency shall present invoices for one hundred (100) percent of actual costs incurred by Agency on behalf of the Project directly to State's Liaison for review, approval and reimbursement to Agency. Costs will be reimbursed consistent with federal funding provisions and the Project Agreement. Such invoices shall identify the Project by the name of the Project Agreement, reference the Project Agreement number, and shall itemize and explain all expenses for which reimbursement is claimed. Invoices shall be presented for periods of not less than one-month duration, based on actual expenses to date. All invoices received from Agency must be approved by State's Liaison prior to payment. Agency's actual costs eligible for federal-aid or State participation shall be those allowable under the provisions of the Federal-Aid Policy Guide (FAPG), Title 23 CFR parts 1.11, 140 and 710. Final invoices shall be submitted to State for processing within forty-five (45) days from the end of each funding phase as follows: a) preliminary engineering, which ends at the award date of construction b) last payment for right of way acquisition and c) contract completion for construction. Partial billing (progress payment) shall be submitted to State within forty-five (45) days from date that costs are incurred. Invoices submitted after 45 days may not be eligible for reimbursement by FHWA. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to the Project Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period ending on the later of six (6) years following the date of final voucher to FHWA or after resolution of any disputes under the Project Agreement. Copies of such records and accounts shall be made available upon request. For real property and equipment, the retention period starts from the date of disposition (2 CFR 200.333(c)).
13. Agency shall, upon State's written request for reimbursement in accordance with Title 23, CFR part 630.112(c) 1 and 2, as directed by FHWA, reimburse State for federal-aid funds distributed to Agency if any of the following events occur:
 - a) Right of way acquisition is not undertaken or actual construction is not started by the close of the twentieth federal fiscal year following the federal fiscal year in which the federal-aid funds were authorized for right of way acquisition. Agency may submit a written request to State's Liaison for a time extension beyond the twenty (20) year limit with no repayment of federal funds and State

will forward the request to FHWA. FHWA may approve this request if it is considered reasonable.

- b) Right of way acquisition or actual construction of the facility for which preliminary engineering is undertaken is not started by the close of the tenth federal fiscal year following the federal fiscal year in which the federal-aid funds were authorized. Agency may submit a written request to State's Liaison for a time extension beyond the ten (10) year limit with no repayment of federal funds and State will forward the request to FHWA. FHWA may approve this request if it is considered reasonable.

- 14. State shall, on behalf of Agency, maintain all Project documentation in keeping with State and FHWA standards and specifications. This shall include, but is not limited to, daily work records, quantity documentation, material invoices and quality documentation, certificates of origin, process control records, test results, and inspection records to ensure that the Project is completed in conformance with approved plans and specifications.
- 15. State shall submit all claims for federal-aid participation to FHWA in the normal manner and compile accurate cost accounting records. State shall pay all reimbursable costs of the Project. Agency may request a statement of costs-to-date at any time by submitting a written request. When the actual total cost of the Project has been computed, State shall furnish Agency with an itemized statement of final costs. Agency shall pay an amount which, when added to said advance deposit and federal reimbursement payment, will equal one hundred (100) percent of the final total actual cost. Any portion of deposits made in excess of the final total costs of the Project, minus federal reimbursement, shall be released to Agency. The actual cost of services provided by State will be charged to the Project expenditure account(s) and will be included in the total cost of the Project.

STANDARDS

- 16. Agency and State agree that minimum design standards on all local agency jurisdictional roadway or street projects on the National Highway System (NHS) and projects on the non-NHS shall be the American Association of State Highway and Transportation Officials (AASHTO) standards and be in accordance with State's Oregon Bicycle & Pedestrian Design Guide (current version). State or the consultant shall use either AASHTO's A Policy on Geometric Design of Highways and Streets (current version) or State's Resurfacing, Restoration and Rehabilitation (3R) design standards for 3R projects. State or the consultant may use AASHTO for vertical clearance requirements on Agency's jurisdictional roadways or streets.
- 17. Agency agrees that if the Project is on the Oregon State Highway System or State-owned facility, that design standards shall be in compliance with standards specified in the current ODOT Highway Design Manual and related references. Construction plans for such projects shall be in conformance with standard practices of State and all specifications shall be in substantial compliance with the most current Oregon Standard Specifications for Highway Construction and current Contract Plans Development Guide.
- 18. State and Agency agree that for all projects on the Oregon State Highway System or State-owned facility any design element that does not meet ODOT Highway Design Manual design standards must be justified and documented by means of a design exception. State and Agency further agrees that for all projects on the NHS, regardless of funding source; any

design element that does not meet AASHTO standards must be justified and documented by means of a design exception. State shall review any design exceptions on the Oregon State Highway System and retains authority for their approval. FHWA shall review any design exceptions for projects subject to Focused Federal Oversight and retains authority for their approval.

19. Agency agrees all traffic control devices and traffic management plans shall meet the requirements of the current edition of the Manual on Uniform Traffic Control Devices and Oregon Supplement as adopted in Oregon Administrative Rule (OAR) 734-020-0005. State or the consultant shall, on behalf of Agency, obtain the approval of the State Traffic Engineer prior to the design and construction of any traffic signal, or illumination to be installed on a state highway pursuant to OAR 734-020-0430.
20. The standard unit of measurement for all aspects of the Project shall be English Units. All Project documents and products shall be in English. This includes, but is not limited to, right of way, environmental documents, plans and specifications, and utilities.

PRELIMINARY & CONSTRUCTION ENGINEERING

21. Preliminary engineering and construction engineering may be performed by either a) State, b) State-approved consultant, or c) certified agency. Engineering work will be monitored by State or certified agency to ensure conformance with FHWA rules and regulations. Project plans, specifications and cost estimates shall be performed by either a) State, b) State-approved consultant or c) certified agency. State shall review and approve Project plans, specifications and cost estimates. State shall, at project expense, review, process and approve, or submit for approval to the federal regulators, all environmental statements. State shall, offer Agency the opportunity to review and approve the documents prior to advertising for bids.
22. Agency may request State's two-tiered consultant selection process as allowed by OAR 137-048-0260 to perform architectural, engineering, photogrammetry, transportation planning, land surveying and related services (A&E Services) as needed for federal-aid transportation projects. Use of the State's processes is required to ensure federal reimbursement. State will award and execute the contracts. State's personal services contracting process and resulting contract document will follow Title 23 CFR part 172, 2 CFR part 1201, ORS 279A.055, 279C.110, 279C.125, OAR 137-048-0130, OAR 137-048-0220(4) and State Personal Services Contracting Procedures as approved by the FHWA. Such personal services contract(s) shall contain a description of the work to be performed, a project schedule, and the method of payment. No reimbursement shall be made using federal-aid funds for any costs incurred by Agency or the consultant prior to receiving authorization from State to proceed.
23. The party responsible for performing preliminary engineering for the Project shall, as part of its preliminary engineering costs, obtain all Project related permits necessary for the construction of said Project. Said permits shall include, but are not limited to, access, utility, environmental, construction, and approach permits. All pre-construction permits will be obtained prior to advertisement for construction.
24. State or certified agency shall prepare construction contract and bidding documents, advertise for bid proposals, and award all construction contracts.

25. Upon State's or certified agency's award of a construction contract, State or certified agency shall perform quality assurance and independent assurance testing in accordance with the FHWA-approved Quality Assurance Program found in State's Manual of Field Test Procedures, process and pay all contractor progress estimates, check final quantities and costs, and oversee and provide intermittent inspection services during the construction phase of the Project.
26. State shall, as a Project expense, assign a liaison to provide Project monitoring as needed throughout all phases of Project activities (preliminary engineering, right-of-way acquisition, and construction). State's liaison shall process reimbursement for federal participation costs.

REQUIRED STATEMENT FOR United States Department of Transportation (USDOT) FINANCIAL ASSISTANCE AGREEMENT

27. By signing the Federal-Aid Agreement to which these Federal Standard Provisions are attached, Agency agrees to adopt State's DBE Program Plan, available at http://www.oregon.gov/ODOT/CS/CIVILRIGHTS/pages/sbe/dbe/dbe_program.aspx#plan. Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. Agency agrees to take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. State's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Project Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Project Agreement. Upon notification to the recipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 United States Code (USC) 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).

Disadvantaged Business Enterprises (DBE) Obligations

28. State and Agency agree to incorporate by reference the requirements of 49 CFR part 26 and State's DBE Program Plan, as required by 49 CFR part 26 and as approved by USDOT, into all contracts entered into under this Project Agreement. The following required DBE assurance shall be included in all contracts:

"The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of Title 49 CFR part 26 in the award and administration of federal-aid contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Agency deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b))."

29. State and Agency agree to comply with all applicable civil rights laws, rules and regulations, including Title V and Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA), and Titles VI and VII of the Civil Rights Act of 1964.
30. The Parties hereto agree and understand that they will comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to the work

including, but not limited to, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270, incorporated herein by reference and made a part hereof; Title 23 CFR parts 1.11, 140, 635, 710, and 771; Title 49 CFR parts 24 and 26; , 2 CFR 1201; Title 23, USC, Federal-Aid Highway Act; Title 41, Chapter 1, USC 51-58, Anti-Kickback Act; Title 42 USC; Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, as amended, the provisions of the FAPG and *FHWA Contract Administration Core Curriculum Participants Manual & Reference Guide*. State and Agency agree that FHWA-1273 Required Contract Provisions shall be included in all contracts and subcontracts verbatim and not by reference.

RIGHT OF WAY

31. State and the consultant, if any, agree that right of way activities shall be in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35, FAPG, CFR, and the *ODOT Right of Way Manual*, Title 23 CFR part 710 and Title 49 CFR part 24. State, at Project expense, shall review all right of way activities engaged in by Agency to ensure compliance with all laws and regulations.
32. State is responsible for proper acquisition of the necessary right of way and easements for construction and maintenance of projects. State or the consultant may perform acquisition of the necessary right of way and easements for construction and maintenance of the Project in accordance with the *ODOT Right of Way Manual*, and with the prior approval from State's Region Right of Way office.
33. Regardless of who acquires or performs any of the right of way activities, a right of way services agreement shall be created by State's Region Right of Way office setting forth the responsibilities and activities to be accomplished by each Party. If the Project has the potential of needing right of way, to ensure compliance in the event that right of way is unexpectedly needed, a right of way services agreement will be required. State, at Project expense, shall be responsible for requesting the obligation of project funding from FHWA. State, at Project expense, shall be responsible for coordinating certification of the right of way, and providing oversight and monitoring. Funding authorization requests for federal right of way funds must be sent through State's Liaison, who will forward the request to State's Region Right of Way office on all projects. State or the consultant must receive written authorization to proceed from State's Right of Way Section prior to beginning right of way activities. All projects must have right of way certification coordinated through State's Region Right of Way office to declare compliance and project readiness for construction (even for projects where no federal funds were used for right of way, but federal funds were used elsewhere on a project). State's Liaison shall contact State's Region Right of Way office for additional information or clarification on behalf of Agency.
34. Agency agrees that if any real property purchased with federal-aid participation is no longer needed for the originally authorized purpose, the disposition of such property shall be subject to applicable rules and regulations, which are in effect at the time of disposition. Reimbursement to State and FHWA of the required proportionate shares of the fair market value may be required.
35. State or the consultant shall ensure that all project right of way monumentation will be conducted in conformance with ORS 209.155.

36. State and Agency grants each other authority to enter onto the other's right of way for the performance of non-construction activities such as surveying and inspection of the Project.

RAILROADS

37. State or Agency shall follow State established policy and procedures when impacts occur on railroad property. The policy and procedures are available through the State's Liaison, who will contact State's Railroad Liaison on behalf of Agency. Only those costs allowable under Title 23 CFR part 140 subpart I, and Title 23 part 646 subpart B shall be included in the total Project costs; all other costs associated with railroad work will be at the sole expense of Agency, or others. Agency may request State, in writing and, at Project expense, to provide railroad coordination and negotiations through the State's Utility & Railroad Liaison on behalf of Agency. However, State is under no obligation to agree to perform said duties.

UTILITIES

38. State, the consultant, or Agency shall follow State established statutes, policies and procedures when impacts occur to privately or publicly-owned utilities. Policy, procedures and forms are available through the State Utility Liaison or State's Liaison. State, the consultant or Agency shall provide copies of all signed utility notifications, agreements and Utility Certification to the State Utility & Railroad Liaison. Only those utility relocations, which are eligible for reimbursement under the FAPG, Title 23 CFR part 645 subparts A and B, shall be included in the total Project costs; all other utility relocations shall be at the sole expense of Agency, or others. Agency may send a written request to State, at Project expense, to arrange for utility relocations/adjustments lying within Agency jurisdiction. This request must be submitted no later than twenty-one (21) weeks prior to bid let date. Agency shall not perform any utility work on state highway right of way without first receiving written authorization from State.

GRADE CHANGE LIABILITY

39. Agency, if a County, acknowledges the effect and scope of ORS 105.755 and agrees that all acts necessary to complete construction of the Project which may alter or change the grade of existing county roads are being accomplished at the direct request of the County.
40. Agency, if a City, hereby accepts responsibility for all claims for damages from grade changes. Approval of plans by State shall not subject State to liability under ORS 105.760 for change of grade.
41. Agency, if a City, by execution of the Project Agreement, gives its consent as required by ORS 373.030(2) to any and all changes of grade within the City limits, and gives its consent as required by ORS 373.050(1) to any and all closure of streets intersecting the highway, if any there be in connection with or arising out of the Project covered by the Project Agreement.

MAINTENANCE RESPONSIBILITIES

42. Agency shall, at its own expense, maintain operate, and provide power as needed upon Project completion at a minimum level that is consistent with normal depreciation and/or service demand and throughout the useful life of the Project. The useful life of the Project is defined in the Special Provisions. State may conduct periodic inspections during the life of

the Project to verify that the Project is properly maintained and continues to serve the purpose for which federal funds were provided. Maintenance and power responsibilities shall survive any termination of the Project Agreement. In the event the Project will include or affect a state highway, this provision does not address maintenance of that state highway.

CONTRIBUTION

43. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
44. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
45. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

ALTERNATIVE DISPUTE RESOLUTION

46. The Parties shall attempt in good faith to resolve any dispute arising out of this Project Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

WORKERS' COMPENSATION COVERAGE

47. All employers, including Agency, that employ subject workers who work under this Project Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability Insurance with coverage limits of not less than five hundred thousand (\$500,000) must be included. State and Agency shall ensure that each of its contractors complies with these requirements.

LOBBYING RESTRICTIONS – pursuant to Form FHWA-1273, Required Contract Provisions

48. Agency certifies by signing the Project Agreement that:

- a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.
- d) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31, USC Section 1352.
- e) Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.



**Commercial St. Sidewalk -
Lincoln Ave to Main St.**

**Commercial St. Pedestrian Path -
Center St to Commercial St**





AIS-2776

11.

Business Meeting

Meeting Date: 08/09/2016

Length (in minutes): 5 Minutes

Agenda Title: Consider Resolution Approving FY 2017 First Quarter Supplemental City Center Development Agency

Submitted By: Carissa Collins, Finance and Information Services

Item Type: Motion Requested Resolution
Public Hearing - Informational
Meeting Type: City Center Development Agency

Public Hearing Yes

Newspaper Legal Ad Required?:

Public Hearing Publication Date in Newspaper: 08/04/2016

Information

ISSUE

Should the board adopt the FY 2017 First Quarter Supplemental for the City Center Development Agency?

STAFF RECOMMENDATION / ACTION REQUEST

Staff recommends adoption of the FY 2017 First Quarter Budget Supplemental for the City Center Development Agency.

KEY FACTS AND INFORMATION SUMMARY

A carry forward in the amount of \$36,000 is being requested to pay for the redevelopment study for the Saxony property.

OTHER ALTERNATIVES

Do not approve the FY 2017 First Quarter Supplemental for the City Center Development Agency.

COUNCIL OR CCDA GOALS, POLICIES, MASTER PLANS

Council Goal: Make Downtown Tigard a Place Where People Want to Be

DATES OF PREVIOUS CONSIDERATION

none

Fiscal Impact

Cost: \$36,000

Budgeted (yes or no): no

Where Budgeted (department/program): CIP

Additional Fiscal Notes:

The total impact of this amendment will increase the FY 2017 Adopted Budget for the City Center Development Agency (CCDA) by \$36,000. The increase in requirements is offset by a carryover of unspent budget from FY 2016 of an equal amount. Exhibit A contains the details of the budgetary item to the Urban Renewal Capital Improvement Fund.

Attachments

CCDA Budget Resolution Q1

Exhibit A

CITY OF TIGARD, OREGON
CITY CENTER DEVELOPMENT AGENCY
RESOLUTION NO. 16-____

A RESOLUTION TO ADOPT A SUPPLEMENTAL BUDGET AMENDMENT
TO THE FY 2017 CITY CENTER DEVELOPMENT AGENCY BUDGET.

WHEREAS, the city acknowledges those items that were unknown at the time the FY 2017 Budget was adopted; and

WHEREAS, the CCDA recognizes a total of \$36,000 in additional requirements that are offset by a additional resources of equal amount.

NOW, THEREFORE, BE IT RESOLVED, by the Tigard City Center Development Agency that:

SECTION 1: The FY 2016-17 Budget is hereby amended as detailed in Exhibit A.

SECTION 2: This resolution is effective immediately upon passage.

PASSED: This _____ day of _____, 2016.

Chair – City of Tigard
City Center Development Agency

ATTEST:

Recorder – City of Tigard City Center Development Agency

Q1CCDA01. Redevelopment Study

A carryforward in the amount of \$36,000 is being requested to pay for the redevelopment study for the Saxony property. As a result, the beginning fund balance in the Urban Renewal Capital Improvement Fund will increase by \$36,000 with an equal increase in capital program expenditures.

		Adopted Budget	Amendment	Revised Budget
Urban Renewal Capital Improvement Fund				
Resources	Beginning Fund Balance	\$ -	\$ 36,000	\$ 36,000
	Property Taxes	\$ -		\$ -
	Franchise Fees	\$ -		\$ -
	Licenses & Permits	\$ -		\$ -
	Intergovernmental	\$ 500,000		\$ 500,000
	Charges for Services	\$ 78,000		\$ 78,000
	Fines & Forfeitures	\$ -		\$ -
	Interest Earnings	\$ -		\$ -
	Miscellaneous	\$ -		\$ -
	Other Financing Sources	\$ -		\$ -
	Transfers In from Other Funds	\$ 629,000		\$ 629,000
	Total Resources	\$ 1,207,000	\$ 36,000	\$ 1,243,000
Requirements				
	Community Development	\$ 187,000	\$ 36,000	\$ 223,000
	Community Services	\$ -		\$ -
	Policy and Administration	\$ -		\$ -
	Public Works	\$ -		\$ -
	Program Expenditures Total	\$ 187,000	\$ 36,000	\$ 223,000
	Debt Service	\$ -		\$ -
	Loans	\$ -		\$ -
	Work-In-Progress	\$ 1,020,000		\$ 1,020,000
	Transfers to Other Funds	\$ -		\$ -
	Contingency	\$ -		\$ -
	Total Budget	\$ 1,207,000	\$ 36,000	\$ 1,243,000
	Reserve For Future Expenditure	\$ -	\$ -	\$ -
	Total Requirements	\$ 1,207,000	\$ 36,000	\$ 1,243,000

Tigard's SEIU Bargaining Unit ratified the agreement on July 28, 2016.

OTHER ALTERNATIVES

Council may elect to not approve the agreement.

COUNCIL OR CCDA GOALS, POLICIES, MASTER PLANS

The changes in this agreement are consistent with the city's past discussion about financial sustainability.

DATES OF PREVIOUS CONSIDERATION

The City Council discussed this new collective bargaining agreement in its Executive Session on August 9, 2016.

Fiscal Impact

Cost: \$490,000

Budgeted (yes or no): No

Where Budgeted (department/program): Citywide

Additional Fiscal Notes:

Over the three-year life of the agreement, the cost to the city will be approximately \$490,000 over the current costs for SEIU represented staff in 2016. The costs will be spread across the multiple operating funds of the city. The impact in FY 2016-17 is approximately \$110,000 and will likely require a budget supplemental that will be brought to Council as part of the second quarter supplemental.

A table outlining the costs of the various subject areas included in the agreement is attached to this agenda item summary.

Attachments

Resolution

Contract Changes and Estimated Costs

SEIU Final Contract

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

A RESOLUTION ADOPTING A NEW COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE CITY OF TIGARD AND SEIU LOCAL 503/OPEU LOCAL 199
AND AUTHORIZING THE CITY MANAGER TO SIGN

WHEREAS, the collective bargaining agreement between the City of Tigard and SEIU 503/OPEU Local 199 expired June 30, 2016; and

WHEREAS, a new three year collective bargaining for the period of August 1, 2016 to June 30, 2019 has been negotiated, and

WHEREAS, the City Council reviewed this matter in Executive Session at their August 9, 2016 meeting; and

WHEREAS, the City Council wishes to authorize the City Manager to sign the agreement described above.

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

SECTION 1: The collective bargaining agreement between the City of Tigard and SEIU503/OPEU Local 199, effective August 1, 2016 through June 30, 2019 is hereby adopted.

SECTION 2: The city manager is authorized to sign the agreement.

SECTION 3: This resolution is effective immediately upon passage.

PASSED: This _____ day of _____, 2016.

Mayor – City of Tigard

ATTEST:

City Recorder – City of Tigard

Table of SEIU Contract Changes and Estimated Costs

Subject	Contract Changes	Timeframe	Cost as % of SEIU Unit *	Cumulative Additional Cost by Subject Compared to 2016**
COLA	1.5%	8/16	1.50%	\$93,017
	2.0%	7/17	2.00%	\$218,900
	1.0% - 4.0% CPI Index West Urban (Est. 2.5%)	7/18	2.50%	\$379,401
Insurance	90/10 Cost share all 3 years of the agreement	1/17	-0.25%	-\$14,737
	Reopener and plan change requirements if aggregate increase exceeds 8%	1/18	0.80%	\$50,000
	Includes plan changes that city costs, Regence 1-17 & Kaiser 1-18	1/19	1.00%	\$62,000
Retirement	1.0% Deferred Comp Match at 10 yrs and 1.5% Match at 15+ years Estimate is shown for 80% participation	8/16	0.30%	\$29,874
		7/17	0.40%	\$34,600
		7/18	0.50%	\$42,784
Life Ins	Change from 25k to 50k	1/17	0.05%	\$3,231
Classification Study Range of \$	12 Classifications will be included in a salary study (0%-1.5% est range) < 5% behind Mrkt Avg = 2.5% range adj/<7.5% behind Mrkt Avg = 5.0% range adj Approximately 40% of the bargaining unit will be in the study	7/18	0.80%	.6% Est Minimum - \$40,000 .8% Est Middle - \$50,000 1.5% Est Maximum - \$95,000
Percentage Increase as a result of Tentative SEIU Agreement			9.60%	
Holiday	1.5 added 8 hour floating holidays (from 11 to 12.5 holidays per year)		0.58%	Soft Costs of lost productivity .58%
Vacation	Moved the 6 mo post probationary employee to 8 hours/mo accrual (was previously 7 hours/mo)			Soft Costs- lost productivity of 6hrs during 6mo-12mo only, but may help with recruitment

* Cost as a % of SEIU -- the dollars anticipated for the expenditure have been converted to what it would be as a "COLA equivalent" percentage of SEIU wages and wage driven benefits
Other improvements included clarity around use of temporary staff, out-of-class work practices, and the impacts of loss of CDL for Public Works Utility Workers and Senior Utility Workers
Insurance decrease for 2017 is the difference in plan costs estimates between 2016 and 2017 due to plan change and cost share adjustment
The city budgeted for a 5% increase to insurance, which equals approximately 1% of SEIU wages, so when those dollars are included, the Insurance reduction is closer to (-1.25%)

** The displayed costs for each subject area are cumulative. For example, the total additional cost for the COLA over the three year life of the contract is \$379,401 more than the Base 2016 SEIU cost. Where only one cost is provided, it represents a one time cost over the three year life of the contract. Where a range of costs are provided, it represents the three year range of cumulative costs over the Base 2016 SEIU costs.

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF TIGARD

and

SEIU LOCAL 503/OPEU, LOCAL 199

EXPIRES JUNE 30, 2019

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PREAMBLE

This Agreement is entered into as of ratification by both parties of the collective bargaining agreement by SEIU Local 503/OPEU, hereinafter referred to as the "Union," and the City of Tigard, hereinafter referred to as the "City," for the purposes of collective bargaining. It is the purpose of this document to set forth the full Agreement between the above-mentioned parties on matters relating to employment relations.

The City and the Union acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in full in this Agreement. Therefore, the City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at that time that they negotiated this Agreement. The parties agree however that this language does not apply to City policies.

ARTICLE 1 - RECOGNITION

Section 1. Bargaining Unit: The City recognizes SEIU Local 503/OPEU "Union" as the sole and exclusive bargaining agent, for the purpose of establishing wages, hours, and conditions of employment, for the classifications listed in Appendix "A" for all full-time, regular employees (those employees regularly scheduled to work forty (40) hours per week) and for all regular, part-time employees (those employees regularly scheduled to work twenty (20) hours or more per week, but less than forty (40) hours per week). All seasonal employees (those hired to work for a fixed period of time which is less than one year), casual, irregular part-time (those scheduled to work less than twenty (20) hours per week), and all other employees are excluded from the bargaining unit. Any employee employed on a temporary basis will be excluded from the bargaining unit. It is agreed that temporary, seasonal, casual and irregular part-time employees shall not work for more than 1,040 hours in a calendar year and must have a minimum of a 13-week break in service, prior to returning to the City in a temporary capacity. If a temporary, seasonal, casual, or irregular part-time employee is worked beyond the 1040 hours in a year (without an extension on file), the city must pay the union equivalent dues that would be owed for all hours worked since the start date for that employee and immediately release the employee from City service. The City agrees that once each quarter (January, April, July, and October) the union will be provided a calendar year to date total hours worked report for City temporary staff. The union agrees that when extenuating circumstances exist, a temporary assignment may be extended for up to two months (347 hours) with an explanation of the circumstances and advanced notice to the union. The parties agree that the foregoing limit on temporary employees' hours shall not apply when the temporary employee is employed as a substitute for a regular full-time or regular part-time employee during an extended leave or period of light duty not to exceed two (2) years or as the parties may otherwise agree.

Section 2. Non-Discrimination: This Agreement shall be applied equally to all employees represented by the Union without unlawful discrimination for any reason. The Union shall share equally the responsibility for applying the provisions of this paragraph. Inasmuch as both State and Federal law include mechanisms for the resolution of discrimination issues, the Union and the City agree that the provisions of this Section shall be used as the basis for a Step 1 through Step 3 grievance, but shall not be pursued to Step 4 - Arbitration, or otherwise cited as the basis for a claim of a violation of this Agreement.

Section 3. New Classifications: The City shall notify the Union of its decision to change an existing or add a new classification by sending a copy of the new or revised classification description to the Union. The City shall also notify the Union of any change in job duties of an existing classification if such a change may affect the employee's representation status. The City shall also advise the Union as to whether or not it regards the new or revised classification or position to be within or outside the bargaining unit. If the City and the Union cannot agree as to whether or not such new or revised classification or position should or should not be included in the bargaining unit, the dispute shall be submitted to the Employment Relations Board. When the parties are unable to agree as to the representation status of such new or revised classification or position, the City shall have the option of leaving the position vacant or filling the position at a provisional wage rate until the issue is resolved. If such a position is filled on a provisional basis and if there is a subsequent adjustment in the wage rate, such adjustment shall be retroactive to the date that the position was filled. The Union shall have the right to bargain over the appropriate salary ranges for any new or substantially changed classification within the bargaining unit.

Section 4. Notice: Unless otherwise provided in this agreement, whenever notice to the Union is required under this Agreement, such notice shall be satisfied by actual delivery of written notice or e-mail to the Local 199 Union President.

ARTICLE 2 - SAVINGS CLAUSE

If any Article or Section of this Agreement or any amendment thereto should be held invalid by operation of the law, or by any lawful tribunal having jurisdiction, or if compliance with or enforcement of any Article or Section should be restricted by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section. Further, should a federal or state agency or court issue a decision that would result in clause of this agreement to be the Employer shall have the right to immediately reopen and bargain the relevant Article(s) of this Agreement if applicable.

ARTICLE 3 - EMPLOYEE RIGHTS

Employees shall have the right to form, join, and participate in the activities of employee organizations of their own choosing, for the purpose of representation on matters of employee relations. Employees shall have the right to refuse to join or participate in the activities of any employee organization. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by the City, by the Union, or by any employee because of his/her exercise of these rights.

ARTICLE 4 - MANAGEMENT RIGHTS

The City Manager and department heads shall exercise the sole responsibility for management of the City and direction of its work force. To fulfill this responsibility, the rights of the City include, but are not limited to: establishing and directing activities of the City's departments and its employees, determining services to be rendered, standards of service and method of operation, including the introduction of new equipment; establishing procedures and standards for employment and promotion; layoff, transfer, and demotion; to discipline or discharge for just cause; determine job descriptions; determine work schedules and assign work, and any other rights, except as expressly limited by the terms of this Agreement. In all matters not specifically limited by this contract, the City shall have a clear right to make and to implement decisions in all such areas on a unilateral basis. All such decisions and actions shall not be subject to the contract grievance procedure or other claim of a violation of this Agreement.

ARTICLE 5 - UNION SECURITY

Section 1. Payroll Deductions

- (a) Upon written or electronic request from an employee, monthly Union dues plus any additional voluntary Union deductions shall be deducted from the employee's pay and remitted to the Union. All applications or cancellations of membership shall be submitted by the employee to the Union. Any written applications for Union membership and/or authorizations for Union dues and/or other deductions or dues cancellations which the City receives will be promptly forwarded to the Union. The Union will maintain the written, and/or electronic records and will provide copies to the City upon request.
- (b) A file containing new authorizations or changes in authorizations for employee Union deductions will be submitted by the Union to the City electronically by close of business on the business day immediately preceding the tenth (10th) of each month. The City agrees that new or changed payroll deduction authorizations submitted within the above timelines shall be made for the month in which such list is submitted.
- (c) The City will not be held liable for check off errors but will make proper adjustments when notified of errors as soon as is practical. It is also agreed that neither any employee nor the Union shall have any claim against the City for any deduction made or not made, as the case may be, unless a claim of error is made in writing to the City within forty-five (45) calendar days after the date such deductions were or should have been made.
- (d) For all deduction authorizations received on or before the (20th) tenth (10th) of the month, deductions shall be made for the month in which the application is submitted. If the City receives a request to rescind, the City shall forward such request to the Union. If the union shows an applicable agreement that prevents revocation under ORS 243.776 and/or ORS 292.055 or other state or federal applicable laws or rules, then the City shall inform the employee of those results. In addition to general indemnification, the Union will indemnify, defend, and hold the City harmless against any claim made or any suit initiated against the

City as a result of any City action taken pursuant to the provisions of this section. Copies of all such requests for dues cancellation shall be transmitted to the Union.

- (e) The aggregate deductions of all employees, together with an itemized statement, shall be remitted to the Union's Salem headquarters no later than the tenth (10th) day of the month following the month for which the deductions were made. The itemized listing of Union positions shall reflect employees, terminations, retirements, cancellations, leave without pay, return from leave without pay, new members, salary change, new changes, or any other personnel action which would affect the amount of dues withheld. The monthly dues/fair share deduction statement from the Employer shall include the following information in electronic form for each bargaining unit employee: name, unique employee ID number, base pay rate, hire date, FTE, home phone number and home address, department and job classification.
- (f) The City agrees to automatically adjust the dues amount for employees whose salaries increase or decrease during the term of this Agreement.
- (g) The City agrees to notify the Union when an employee leaves the bargaining unit, changes member fair share or religious objector status as soon as practical, but no later than two (2) weeks after the change.

Section 2. Fair Share: Employees covered by the terms and conditions of this Agreement and who have not authorized the deduction of dues pursuant to Section 1 of this article shall have payments in lieu of dues (fair share) deducted from their pay for transmittal to the Union in accordance with the provisions of Section 1 hereof. The amount of the fair share payment shall be the bona fide cost of representation as certified in writing by the Union to the City and shall not exceed the dues required of employees who are members of the Union. The City shall notify all newly hired employees of this requirement at the time of employment. The names of all newly hired employees under this Agreement will be submitted to the Union President and Organizer within ten (10) days of their date of hire.

Bargaining unit members who exercise their right of non-association only when based on a bona fide religious tenet or teaching of a church or religious body of which such employee is a member, shall pay an amount of money equivalent to regular monthly dues to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the Union. Employees exercising this right must notify the City and the Union of such status. Payment shall be remitted to that charity by the employee and this fact certified by the employee to the Union within ten (10) calendar days of the time dues or fair share payments will have been taken out of the employee's paycheck. Upon an employee's failure to provide certification to the Union by the tenth (10th) day, the Union may notify the City that it shall resume dues or fair share deductions until such notice is provided.

Fair share payments shall be deducted from the wages of non-member employees in accordance with ORS 243.672(1)(c). The aggregate deductions of all fair share payers shall be remitted, together with an itemized statement, to the Union no later than the tenth (10th) day of the month following the month for which deductions were made.

Section 3. Indemnification: The Union will indemnify, defend, and hold the City harmless against any claim made and against any suit instituted against the City as a result of any City action taken pursuant to the provisions of this Article.

ARTICLE 6 - UNION RIGHTS

Section 1. Meetings with the City: A Union steward or other Union representative and employees who are directly involved in a particular grievance shall be allowed to attend meetings with representatives of the City without loss of regular pay. The Union shall advise the City as to which employee or employees will attend any such meeting when the time of the meeting is set, and it shall be the responsibility of each individual employee to provide a minimum of twenty-four (24) hour advance notice whenever possible of the meeting to his or her immediate supervisor. The City reserves the right to change the time of any meeting that unduly disrupts City operations.

Section 2. Negotiations: The negotiating team of the Union, to be comprised of not more than five (5) employees, shall be permitted to attend negotiation meetings with City representatives without loss of regular pay, based on work time lost, when such negotiations are scheduled during the regular work hours of the involved employees. In addition to the above provided time off for negotiations, the Union's bargaining team shall be allocated a fifteen (15)-hour leave pool to be used among the bargaining team members for negotiation preparations and related activity during the course of negotiations. Team members desiring to use all or a portion of the leave pool shall request the time off at least forty-eight (48) hours in advance and will record their time as "union business leave (UBL)." The parties agree that there may not be more than two (2) employees from the same department on the Union's negotiating team.

Section 3. Bulletin Boards: The City agrees to furnish and maintain suitable bulletin board space in convenient places to be used by the Union. The Union shall limit its posting of notices and bulletins to such bulletin boards. The City agrees that the Union may utilize the inter-office electronic mail system as another form of communication between employees. The Union agrees that the e-mail system will not be used to discuss negotiations or to transmit confidential material such as grievance information. The Union agrees to restrict the use of e-mail to activities not prohibited by the contract.

Section 4. Personnel Policies: The City shall submit a copy of any proposed revisions to the City's Personnel Policies and Procedures Manual to the Union for comment before such revisions are adopted.

The Union shall be provided a copy of any work rules or other written memoranda that are distributed to all employees in the City or to all employees of a department of the City. The City shall maintain an up-to-date general Policies and Procedures Manual which shall be available in the Human Resources office. Written departmental policies and procedures will be made available in the department.

Section 5. Stewards: The Union will provide the City with a current list of designated union stewards. If the Union fails to provide current steward names, no City time shall be granted for

unnamed stewards. Time spent by stewards under this Article will be recorded and reported to the immediate supervisor by the steward as the time is incurred. If a steward fails to maintain or provide proper records of time spent, no further City time shall be granted.

Section 6. Leadership Meetings: The City Manager and the Union President shall meet quarterly for the purpose of maintaining open communication between the parties. These meetings are not intended to replace or supplement bargaining between the parties, and shall not include discussion of mandatory subjects of bargaining.

Section 7. New Employee Orientation: The City will schedule up to fifteen (15) minutes during an SEIU employee's new hire orientation to allow a Union Steward or Officer time to provide a Union orientation. The City shall notify the Union President of the time so scheduled for each orientation. It shall be the Union's responsibility to provide an available Steward or Officer at the scheduled time.

ARTICLE 7 - CITY SECURITY

The Union agrees that during the term of this contract its membership will not participate in a strike, work stoppage, sympathy strike, slowdown, or other interruption of work. Any violation of this Article shall be grounds for disciplinary action up to and including discharge. There shall be no lockout of employees during the term of this Agreement.

ARTICLE 8 - SENIORITY, PROBATIONARY PERIOD, POSTING, PROMOTIONS, AND RECLASSIFICATION

Section 1. Determining Seniority: For the purpose of this Agreement, seniority shall be defined as an employee's length of continuous service with the City from the most recent date of hire in a regular, full-time or regular, part-time bargaining unit position. No employee who has accrued seniority as of the date of this Agreement will lose seniority by reason of this provision. Employees will continue to accrue seniority when they are out on protected leaves. Employees out on unprotected unpaid leaves of absence that are for thirty-one (31) days or longer since his/her most recent hire date will not accrue seniority when out on leave but will retain the seniority they had before going on leave.

Section 2. Probationary Period:

- (a) New Employee: The probationary period shall be six (6) months for all new employees. By mutual agreement of the City and the Union, an extension of the probationary period for a maximum of three (3) months may be implemented. During the probationary period, an employee may be discharged at the sole discretion of the City without any reasons or cause being shown.
- (b) Promoted or Transferred Employee: A newly promoted or transferred employee will be subject to a probationary period of six (6) months from the effective date of the promotion or transfer. By mutual agreement of the City and the employee, an extension of the probationary period for a maximum of an additional three (3) months may be implemented. During a promotional or transferee probationary period, an employee will continue to be considered a

regular employee, will continue to accrue seniority, and shall be protected in discipline and discharge procedures on the same basis as other regular employees. However, during such a promotional or transferee probationary period an employee shall be returned to his/her previous classification or position, or to some other classification or position for which the employee is qualified in the same pay range and department if there is no vacancy in the employee's previous classification or position, at the sole discretion of the City. Written notice to the employee of the reasons for the action shall be provided. During the first sixty (60) days of their probationary period in the new job, employees shall have the right to return to their previous classification at their request.

- (c) **Reclassification:** Employees filling positions that are reclassified by the City will not be subject to a probationary period unless otherwise indicated prior to the effective date of the reclassification. During such a reclassification probationary period an employee shall be returned to his/her previous classification or position, or to some other classification or position for which the employee is qualified in the same pay range and department if there is no vacancy in the employee's previous classification or position, at the sole discretion of the City.
- (d) **Promotion:** For purposes of this Article, "Promotion" is defined as appointment to a position in a classification which has a higher maximum salary rate than the employee's present classification. Employees who are promoted will be required to serve a new probationary period and their merit date will change to the date of their promotion.
- (e) **Transfer:** For the purposes of this Article, "Transfer" is defined as appointment to a new assignment which has the same maximum salary rate as the employee's present classification. Employees who are transferred will retain the same merit date as applied to the employee's prior assignment. However, employees transferred to a position in a different classification in which they have not previously served must serve a probationary period in the new classification.

Section 3. **Job Posting:** All vacancies and new positions to be filled shall be posted on appropriate bulletin boards for at least seven (7) calendar days prior to the application deadline. Additionally, posted positions will be emailed out to employees at least seven (7) calendar days prior to the application deadline, this electronic posting shall satisfy the posting requirement and serve as evidence of having posted a position, should there be a challenge. This subsection shall not apply to transfers, recall of employees' subject to layoff and/or to ADAA/Worker's Compensation accommodations or returns from ADAA/Worker's Compensation related leaves.

Section 4. **Promotions or Classification Transfer:** The parties agree that the most qualified applicant for a promotional opportunity or classification transfer will be given preference in filling any such vacancy. Employees shall be given full consideration for all promotional opportunities or classification transfers, if they meet the qualifications. In cases where two (2) current City employees are considered, in the judgment of the City, to be equally qualified for a promotion, the promotion or classification transfer shall be given to the employee who has the greatest seniority. At the time of the promotion, an employee shall be placed at the starting rate for the job, minimum of at least five

percent (5%) pay increase, provided that if the promoted employee has been acting in capacity in that position for a period of three (3) months or more, at the time of the promotion, the employee will be paid no less than the differential he or she was receiving while acting in capacity. The promoted employee's pay rate shall not, however, exceed the established pay range for the classification to which he or she is being promoted. Any employee who is interviewed for a position, and who is not selected, shall upon request, be entitled to a meeting with his or her supervisor and a representative from Human Resources to discuss actions he or she might take to become a more viable candidate for future openings.

Section 5. Reclassification: If an employee has good reason to believe that the duties of his/her position are no longer consistent with the classification to which he/she is assigned, a classification review request may be submitted in writing to the employee's supervisor. The classification review request shall detail the specific changes in job duties that have occurred since the effective date of this Agreement or the specific inconsistencies that exist between his/her job duties and current classification. If the matter is not resolved between the employee and supervisor, the employee may within thirty (30) days following the employee's written classification review request submit a written classification review request to the department head. The City shall have thirty (30) days to review and respond to a classification review request and shall have an additional thirty (30) days if an outside consultant is to be retained for the purpose of reviewing the request. Wage adjustments which may result from this process may involve either an increase or a reduction in the employee's compensation, in no case retroactive for more than thirty (30) days previous to the date the written classification review request is submitted to the supervisor under this Section 5. No classification review request may be submitted by an employee during the period of his or her probationary service with the City. An employee's merit review date will not be changed by reason of reclassification under this Section 5.

The foregoing shall not be construed as preventing the City from exercising its right to transfer employees, to assign job duties, to define and redefine the job duties of any position, and upon its own initiative to reclassify positions pursuant thereto.

When a position is reclassified, the incumbent who is subject to the reclassification shall be paid as follows:

- (a) If the new classification has a higher maximum rate of pay, the employee shall be paid the minimum rate of the new classification or his/her current rate of pay plus five percent (5%) whichever is greater. If the employee's current rate of pay exceeds the maximum rate of pay of his/her new classification, the employee shall be maintained at his/her current rate of pay until such time as the maximum rate of pay of the new classification exceeds his/her current pay.
- (b) If the new classification has a lower maximum rate of pay, the employee shall receive his/her existing rate of pay but shall not be eligible for cost-of-living increases until such time as the established maximum pay rate for the new classification exceeds his/her rate of pay. If the employee works in such new classification as a result of employee request or in lieu of layoff the employee will be paid the applicable rate of pay for the lower classification given the length of the employee's service.

- (c) If the reclassified employee has been acting in capacity in that position for a period of three (3) months or more, at the time of the reclassification, the employee will be paid no less than the differential he or she was receiving while acting in capacity.

All reclassifications shall be effective upon the first of the month following the month in which the reclassification request was submitted to the City. No grievance regarding an employee's classification assignment may be filed until after the provisions of this Section have been exhausted. If a grievance regarding an employee's classification assignment is pursued to arbitration, the arbitrator shall be bound to the standards contained in this Section in making his/her determination.

ARTICLE 9 - HOURS, OVERTIME, AND PREMIUM PAY

Section 1. Work Week, Work Day and Work Schedule: The "work week", shall be defined as seven (7) consecutive days commencing at the start of the employee's work schedule.

A "work day" shall be defined as a recurring twenty-four (24) hour period commencing at the start of the employee's work schedule.

A "work schedule", consistent with the operating requirement of the City, shall be a 5-8, 4-10, flexible or part-time as follows:

- (a) A "5-8" work schedule shall consist of five (5) consecutive days of eight (8) work hours each work week.
- (b) A "4-10" work schedule shall consist of four (4) consecutive days of ten (10) work hours each work week.
- (c) A "9-80" work schedule shall consist of four (4) days of nine (9) hours each, followed by one (1) day of eight (8) hours with every other week being a day off on the fifth (5th) day.
- (d) An alternative work schedule shall consist of fixed hours other than a 5-8, 4-10, or 9-80 schedule.
- (e) A "flexible" work schedule shall be equal in total hours worked during the work week to that of a "5-8" employee but remains variable with regard to the number of work hours per day or work days per week. Such work schedule shall not be in effect unless agreed upon in advance by the individual affected employee and the City. Assignments which the City expects to work a flexible schedule will be identified as such. An employee's acceptance of such assignments constitutes the employee's voluntary agreement to a flexible schedule.
- (f) "Regular part-time" employees shall be scheduled to work a portion of any of the above-specified schedules.

- (g) Job Sharing: As long as the City maintains a policy allowing job sharing, employees shall be eligible to participate in the City's program. The application of the policy, however, shall not be subject to the grievance procedure.

Section 2. Overtime: The City and the Union agree to waive the application of ORS 279.340 and shall utilize the following provisions in determining compensation for overtime:

All authorized work shall be compensated at the rate of time-and-one-half for work under the following conditions:

- (a) Employees assigned to a 5-8 schedule shall receive overtime for any work after eight (8) hours on any work day, and for any mandatory work performed on the sixth (6th) or seventh (7th) day of the employee's work week.
- (b) Employees assigned to a 4-10 schedule shall receive overtime for any work after ten (10) hours on any work day and for any mandatory work performed on the fifth (5th), sixth (6th), or seventh (7th) day of the employee's work week.
- (c) Employees assigned to a 9-80 schedule (consisting of four (4) days of nine (9) hours each, followed by one (1) day of eight (8) hours with every other week being a day off on the fifth (5th) day) receive overtime for work time required outside their regularly scheduled work day hours (9 or 8 based on the day within the schedule) and for any work required to be performed on their regularly scheduled days off. For FLSA purposes, the work week begins at the half way point of the eight-(8) hour day and runs for seven (7) calendar days, establishing each week as a forty (40) hour work week.
- (d) Employees assigned to a flexible work schedule shall receive overtime credit for all authorized work hours that exceed forty (40) hours per work week.

All overtime pay shall be computed to the nearest one-quarter (1/4) hour. Under no conditions will overtime be paid twice for the same hours worked.

Section 3. Payment of Overtime: Overtime that is not scheduled as compensatory time off during the pay period in which it is worked shall be paid in cash or, if authorized by the City and agreed to by the employee, be accrued as compensatory time off to the extent such is allowed by law. The time shall be scheduled upon the employee request, consistent with the operating needs of the City and in accordance with the Fair Labor Standards Act. The parties agree that the City will not be obligated to schedule compensatory time off and that such a request will be deemed to be unduly disruptive if the request would cause the City to incur overtime to cover the requested time off. Compensatory accrual shall be capped at no more than a total of sixty (60) hours. Any time banked over the sixty (60)-hour maximum shall be paid in cash. As a transition for staff who currently have banks in excess of sixty (60) hours, they will have time to take time off in order to reduce their bank to the 60 hour maximum. Any amount in excess of sixty (60) hours as of the first paycheck in January 2017 shall be cashed out. All accrued compensatory time shall be paid in cash upon termination of employment with the City.

Section 4. Shift Change Premium: If an employee's regularly scheduled work hours are changed with less than five (5) calendar days' advance notice, those hours upon the first day of the modified schedule that fall outside of the originally scheduled hours shall be paid at the overtime rate. The provisions of this Section shall not apply if the change in work hours is at the request of the employee or is the result of an emergency or unforeseeable circumstance, such as inclement weather.

Section 5. Call-Back: Any employee who has completed his/her work day and departed the City's premises upon completion of said day and is then called back to work more than two (2) hours before the start of his/her next normal shift will receive a minimum of two (2) hours pay at time-and-one-half of the employee's regular rate of pay. In the event such a call-in occurs less than two (2) hours prior to the start of the employee's next normally scheduled shift, the employee shall receive overtime pay until the start of his/her regular shift, at which time he/she will begin receiving compensation at his/her regular straight-time rate.

Section 6. Acting in Capacity: When an employee is notified in writing that they will be assigned for a limited period (40 consecutive work hours or more) to perform substantially all the duties of the higher level assignment outside the scope of their regular job duties that employee shall be paid premium pay of ten percent (10%).

The parties agree to strive to encourage and provide on-the-job training for employees. An employee performing duties out of his/her classification for training and developmental purposes shall be so informed in writing, and it shall be mutually agreed to by the supervisor and the employee. The notice shall state the purpose and length of assignment. During the training, there shall be no extra pay for the work. A copy of the notice shall be placed in the employee's file.

Any City employee who, in addition to his/her regular duties, is functioning as a lead worker to three (3) or more Community Service Workers performing work for the City at the direction of the Court shall qualify for acting in capacity pay under this Section 6.

Section 7. Building Inspector Differential: The parties agree to the attached Appendix B.

Section 8. Bilingual Premium: The City shall designate positions that shall be eligible to receive a three percent (3%), but not less than \$50 (fifty dollars) per month Spanish language premium. The City will use the following criteria when designating positions: those positions that require public contact and continual eliciting and explaining information in Spanish, or those that are in a work location where there is a demonstrated need for Spanish language translation in providing services to the public. The City shall have the right to limit the number of positions eligible for the Spanish-language premium based on actual need. To be eligible for the Spanish language premium, employees in the eligible positions must demonstrate proficiency in Spanish at an intermediate level. Testing to substantiate continued proficiency will be required once every two years. The City will develop a testing/certification process to enable employees to demonstrate such proficiency to the satisfaction of the City. The City may determine that other languages may qualify based on a demonstrated need and changes in the demographic make-up of the City's service population. The City will begin a process to evaluate the frequency of languages being used in service to the public within forty-five (45) days of execution of an agreed to contract to last not less than four (4) months and no more than six

(6) months, to determine if any operational need exists within any departments for languages beyond Spanish. If additional languages are identified as an operational need through the study, the City will follow the above procedures for those newly identified languages, but will provide a flat \$50 (fifty dollars) per month for the new languages, presuming that the frequency of utilization will be significantly less than the frequency of Spanish.

ARTICLE 10 - HOLIDAYS

Section 1. General Holidays. The City of Tigard shall observe the following paid holidays for employees in other than the Library:

New Year's Day
Martin Luther King Jr. Day
Presidents' Day
Memorial Day
Independence Day
Labor Day Veterans
Day Thanksgiving Day
Day after Thanksgiving
Christmas Day
20 hours of floating holiday (2.5 days of floating holiday)

If a holiday falls on a Saturday, it will be observed on the previous Friday; if it falls on a Sunday, it will be observed on the following Monday. For employees not scheduled to work on the day a holiday falls, the employee will arrange with his/her supervisor to mutually schedule an alternative day off before the holiday within the same pay period in which the holiday falls or within thirty (30) days after the holiday.

A regular full-time employee shall receive eight (8) hours pay for each of the holidays listed above on which he/she performs no work, provided the employee works the scheduled day before and the scheduled day following the holiday unless the employee is on paid leave status. If an employee is required to work on any of the holidays listed above, he/she shall be compensated for all hours worked at the rate of time-and-one-half with a minimum guarantee of two (2) hours work.

Section 2. Library Holidays: The Library will observe the following paid holidays:

New Year's Day
Memorial Day
Independence Day
Labor Day Veterans
Day Thanksgiving Day
Christmas
44 hours of floating holidays (5.5 days of floating holiday)

Holidays will be observed on the actual day the holiday falls. For employees not scheduled to work on the day a holiday falls, the employee will arrange with his/her supervisor to mutually schedule an alternative day off within thirty days. If an employee is required to work on any of the holidays listed above, he/she shall be compensated for all hours worked at the rate of time- and-one-half with a minimum guarantee of two (2) hours work.

Section 3. Scheduling of Floating Holidays: It is the responsibility of an employee who accrues a floating holiday under Sections 1 and 2 to schedule the holiday time off at a time that is mutually agreeable to the employee and his/her supervisor prior to the end of the fiscal year. Any accrued, but unused floating holiday time will be lost at the end of the fiscal year.

Section 4. Holidays for Part Time Employees: For part time employees, if the holiday occurs on an employee's regularly scheduled day off, the employee will arrange with his/her supervisor to mutually schedule an alternative day off before the holiday within the same pay period in which the holiday falls or within thirty (30) days after the holiday. The employee will not be cashed out for the holiday, or allowed to take the holiday time off beyond the thirty-day period. If operational needs permit, the City will allow part-time employees an opportunity to modify their work schedule and work additional hours during a holiday week to provide for a full paycheck without having to use vacation time or other earned leave and without incurring overtime.

Section 5. Holiday benefits for regular, part-time employees (twenty (20) hours per week or more) shall be granted on a prorated basis to that of a forty (40) hour employee, provided the employee has worked an average of twenty (20) hours per week in the preceding calendar month and the employee works the employee's scheduled day before and day after the holiday or is on paid leave status. In the first month of employment average hours worked per week will be determined on the basis of weeks worked in the month, fractional weeks excluded.

ARTICLE 11 - VACATION

Section 1. Accrual: Full-time employees shall accrue vacation days at the following rates:

0 to 6-month probation period	No monthly accrual, 20 hours of vacation credited upon successful completion of probationary period
After 6 months of service	8.0 hours/month
After the 5th anniversary of service	10.0 hours/month
After the 10th anniversary of service	12.5 hours/month
After the 15th anniversary of service	14.0 hours/month
After the 20th anniversary of service	16.0 hours/month

A part-time employee shall accrue vacation on a pro rata basis to that of a forty (40) hour employee.

Notwithstanding the above-specified rates of vacation accrual, no employee shall be allowed to accumulate vacation in excess of one hundred ninety-two (192) hours. It shall be the responsibility of each employee to schedule sufficient vacation so that he or she is not denied accrual of additional vacation.

Section 2. Utilization: The parties recognize that utilization of accrued vacation time is in the best interest of the City and the employee. Vacation periods shall be scheduled at the mutual agreement of the City and the individual employee based on the employee's request, seniority, and the operational needs of the City. Once scheduled, there will be no vacation scheduling bumping.

Upon written request by an employee and approval by the Department Head, an employee shall also be allowed to convert a block of up to two (2) weeks of accrued vacation time into cash, provided he or she also has already taken at least forty (40) hours of vacation time off during the same fiscal year. Employees will be required to maintain a minimum of 40 hours of accrued vacation in order to be eligible for cash out under this section. This option may be exercised twice per fiscal year. Part-time employees will be allowed to cash-out a pro-rated amount of leave time based on the average hours worked in a week.

All regular employees shall be entitled to payment for unused vacation leave upon separation from the City service. In the event of death, the employee's heirs will be entitled to payment for unused vacation leave.

Approved vacation leave may not be cancelled by the City except in the event of an emergency which creates an abnormal work load or other condition not under the control of the City. In the event of such condition or emergency, the employee shall be notified of the cancellation in writing.

Unrecoverable transportation or lodging deposits, provided the employee notified the City of same at the time that the vacation was cancelled, will be paid by the City if the employee produces proof of such unrecoverable deposits.

Section 3. Hardship donations. The City will allow employees to make donations of accumulated vacation leave into a "leave bank." Vacation leave may also be donated to a specific employee, if the eligible recipient gives Human Resources permission to disclose the employee's name at the time of the donation request. For the purpose of this agreement, the hardship leave donations will be administered under the following stipulations:

- (a) The recipient and the donor must be regular employees of the City. The parties agree that management employees may donate to the leave bank or a specific employee on a voluntary basis, the same will be true in reverse.
- (b) The City shall not assume any tax liabilities that would otherwise accrue to the employee.
- (c) Requests to receive hardship leave must be accompanied by medical documentation (or have a FMLA/OFLA certification on file) verifying eligibility of an employee's and/or family member's serious health condition that will leave the employee off work for at least a month.
 - For health conditions requiring intermittent leave, a doctor's note anticipating a need of at least one (1) month of leave over a twelve (12)-month period for the serious

health condition would also qualify; however, donated leave must still be taken in blocks of forty (40) consecutive hours or more per (g) below (prorated equivalent for part-time staff).

- (d) Each application for donated vacation hardship leave will be reviewed and approval granted or denied on a case-by-case basis by the Human Resources Department. The City retains the right to require periodic (monthly or otherwise based on the law) certification to verify eligibility.
- (e) Donations shall be credited at the recipient's current regular hourly rate of pay.
- (f) Donated hours will be directed to a vacation donation hardship leave bank for access by any regular employee meeting the criteria for requesting a hardship leave as referenced in this policy or time may be donated to a specific employee, if the request for donation is specific to an individual or individuals.
- (g) To be eligible, employees must have:
 - Maintained an average of at least forty (40) hours of sick leave over the preceding twelve (12) months and have exhausted paid leave accruals; OR
 - Were unable to maintain the leave accruals due to the employee's own serious health condition or that of a family member in the prior twelve (12)-month period and have exhausted paid leave accruals;

AND

Employees must be on approved unpaid leave for a minimum of forty (40) consecutive work hours per incident (prorated equivalent for part-time staff). Employees on approved unpaid leave status will be responsible for paying all benefit premiums, unless the unpaid leave was covered under OFLA/FMLA protected status.

- (h) For those employees eligible to access the leave bank, the City will notify the Union President of any request for hardship leave, as long as the employee requesting the leave consents to such notification, in writing. The notification shall include the status of the hardship leave bank. Donations made to a specific individual will be used on a first come/first used basis and will not be removed from the donator's vacation leave bank until and unless there is a documented need. Donor's leave shall only be available to the recipient during the specific medical incident under which it was granted (EG if granted for a broken arm and not all used, it does not remain available for a new medical incident a few weeks later, such as a broken ankle).
- (i) Unused donated hours to the leave bank shall be carried over from year-to-year and shall not lapse. For employee-specific donations, unused hours will remain with the donor and will not be otherwise carried over.

ARTICLE 12 – BENEFITS

Section 1. Life Insurance: The City shall provide each employee with a \$25,000 group term policy and will pay one-hundred percent (100%) of the premium. Effective January 1, 2017 group term policy shall increase to \$50,000.

Section 2. Medical Insurance: The City agrees to provide employees a choice between Regence Plan Copay B or Kaiser (Kaiser Copay A for 2017; beginning plan year 2018 the City will move to Kaiser Copay B) medical insurance including the alternative care option, contingent upon CIS' minimum enrollment requirements and plan availability. The City also agrees to provide dental insurance (a choice between Willamette Dental, ODS and Kaiser Dental) and vision insurance or substantially equivalent coverage for each employee and all enrolled dependents including domestic partners, subject to CIS enrollment rules and the following (based on the insurance plans selected by each full-time employee – thirty (30) or more hours per week):

Effective January 1, 2017 the City's payment toward both medical plan options with dental will be ninety (90%) of the cost of the plans. Any remaining difference in medical/dental insurance premiums will be paid by the employee.

It is acknowledged that CIS will be discontinuing, effective January 1, 2018 the Regence V plan series and the current Kaiser (Copay A) plan. The new Kaiser (Copay B) plan will be available in lieu of the Kaiser (Copay A) plan beginning January 1, 2018.

Effective January 1, 2018, the City's payment toward both medical plan options with dental will be ninety (90%) of the cost of the plans. Any remaining difference in medical/dental insurance premiums will be paid by the employee.

Effective January 1, 2019, the City's payment toward both medical plan options with dental will be ninety (90%) of the cost of the plans. Any remaining difference in medical/dental insurance premiums will be paid by the employee.

For calendar year 2016, the City will pay up to an additional \$40 monthly subsidy toward employees' monthly premium contribution for full-time employees (32 hours or more) who get their coverage from the City and have a salary rate less than or equal to \$3200.

Section 4. Payroll Deduction:

Any insurance premiums paid by the employee in accordance with the foregoing provisions shall be paid by the employee via payroll deduction. This Agreement authorizes the City to make payroll deductions consistent with this Article 12, Section 2 with or without the employee's individual authorization.

Section 5. Insurance Committee – Insurance Reopener:

The parties agree to continue a joint insurance committee to review insurance plan options and to make recommendations for potential changes in plan design that will provide quality, affordable care, while containing insurance costs. The committee will meet as needed beginning in the fall of 2018 to make recommendations for the next contract renewal, plan year 2020. The committee will be called together sooner if the City insurance costs experiences aggregate rate increases in excess of eight percent (8%) or if the excise tax provisions of the ACA places the City in jeopardy of being charged for the program on an individual or citywide basis. The committee shall determine plan changes that

will bring the cost of increases for insurance to eight percent (8%) or less and/or below the ACA excise cap as applicable. If the committee is unable to reach a majority decision, then the parties agree to a ninety (90)-day mid-term bargaining period under the statute, as a reopener of this article, Benefits Article 12. The committee will consist of three members of management, one of whom will be the Director of Human Resources (or designee), who will chair the committee, and three employee members from the bargaining unit who will be appointed by SEIU. No one else may attend committee meetings absent mutual agreement. All union members of the committee will be allowed up to two (2) hours of paid time each in months the committee meets to prepare for the meeting. The parties may, upon mutual agreement, implement a change in plan design based on the committee's recommendation. In the event the committee's recommendation results in a decrease in premium from one plan year to the next, the parties also may discuss potential gain-sharing options.

Section 6. Disability Insurance: The City agrees to provide disability/salary continuation insurance at 66-2/3% of base salary, not to exceed \$2,000 per month, to provide coverage after sixty (60) days of disability.

Section 7. Retirement: During the term of this Agreement, the City shall continue to contribute ten percent (10%) of each employee's gross pay to that employee's established 401A retirement account.

Section 8. Flexible Spending Account: The City shall continue to provide a Flexible Spending Account, but reserves the right to cancel such access should the excise tax provisions of the ACA place the City in jeopardy of being charged for the program on an individual or citywide basis. The City agrees that should the program be canceled it would only impact medical flex and not the employee pre-tax insurance contribution or the dependent care flex. It would occur at the start of a calendar year with not less than thirty (30) days' notice to the union.

Section 9. Part-Time Employees: Employees who are regularly scheduled to work thirty (30) or more hours per week shall receive all benefits specified in Sections 1 through 3 and 7 through 9 above. Employees who are regularly scheduled to work less than thirty (30) hours but twenty (20) hours or more shall receive a City contribution equal to fifty percent (50%) of the cost of such benefits if the employee elects to pay an equal amount via payroll deduction.

Section 10. Carrier Selection: The City reserves the right to provide the insurances and other benefits outlined above through a carrier of its choice. The City shall notify the Union of any changes in insurance carrier or other carriers at least thirty (30) days prior to the change.

The parties agree that all insurance and other benefits are subject to the terms and conditions of contracts and/or agreements between the City and the insurer(s).

Section 11. VEBA: To help offset the cost of premium contributions or other health insurance expenses elected by the employee, the City will contribute \$900 annually (\$75 per month) to a VEBA account on behalf of each bargaining unit member. Starting January 1, 2014, employees who are not enrolled in a City-provided medical insurance plan will have restrictions on the use of any new funds contributed to the VEBA, consistent with legal requirements.

Section 12. Deferred Compensation: The City, on behalf of employees with ten (10) or more completed years of service will match employee contributions up to one percent (1%) of base monthly salary into the deferred compensation account as set up and directed by the employee. Upon completion of fifteen (15) years of service the City's contribution shall increase to a total match of up to one and one-half percent (1.5%). Contributions made by the City shall begin on the first payroll following ratification of the contract by both parties, following completion of enrollment. Eligible employees who have enrolled in deferred compensation and completed the appropriate documents shall begin receiving contribution matches up to the maximum set forth above. No contribution by the City shall be retroactive.

ARTICLE 13 – SALARIES

Section 1. Wage Rates:

- (a) Effective August 1, 2016, the salary range in steps for each classification shall be as set forth in Appendix A hereof [reflecting an adjustment to wages across the board by the amount of one and one-half percent (1.5%).
- (b) Effective July 1, 2017, adjust wages across the board by the amount of two percent (2.0%).
- (c) Effective July 1, 2018, adjust wages across the board by the amount of the percentage change in the CPI-W, West Urban Index (annual average) minimum one percent (1.0%), maximum four percent (4.0%).

Section 2. Probationary Step: New employees shall be hired within the range established for their classification and advanced five percent (5%) effective with the first full pay period following completion of their probationary period.

Section 3. Evaluations:

- (a) During the first year of employment employees will be evaluated in writing after the first six (6) months. Thereafter, employees will be evaluated consistent with city policy. Employees may be evaluated more frequently at the discretion of the supervisor. The results of an evaluation shall be reviewed with the employee and the employee may within seven (7) days thereafter attach written comments or objections to the evaluation. An evaluation shall not be subject to the grievance procedure.
- (b) All periodic salary increases within the salary range established in Appendix A shall be contingent upon satisfactory performance as indicated in an employee's written performance evaluation. An employee who has received no periodic salary increase within the applicable salary range as a result of an evaluation of less than satisfactory performance may file a written grievance under Article 21 (Grievance Procedure) within seven (7) days following notice of no increase.
- (c) A seven (7) step salary schedule, five percent (5%) increments between annual steps beginning upon successful completion of the probationary period and annually hereafter is set forth in

Appendix "A." Movement on the salary schedule is conditioned upon satisfactory performances as set forth in Section 3(b) hereof.

ARTICLE 14 - TRAVEL, TRAINING AND REIMBURSEMENT

Section 1. Mileage Reimbursement: Whenever an employee is authorized to use his/her personal vehicle in the performance of official City duties, he/she shall be reimbursed at the standard IRS-allowed rate.

Section 2. Expense Reimbursement: Whenever overnight travel outside the City is required, the City shall reimburse employees for necessary and reasonable receipted meal, lodging, and other expenses, consistent with state and federal tax laws and City Policy.

Section 3. Training:

- (a) Mandatory Training: In addition to receiving expense reimbursement, mandatory training time shall be paid for as hours worked, in accordance with the FLSA. Travel time, provided no overnight stay is involved, shall also be paid for as hours worked.

This provision shall also apply to training which is necessary in order to acquire or maintain a required certificate or license following the employee's date of employment by the City.

- (b) Voluntary Training: Training that is not mandatory may be with or without pay reimbursement of expenses and tuition costs at the discretion of the City, and in accordance with the FLSA. Such training or course work may also be subject to such other conditions and restrictions as the City in its discretion may specify. The employee shall be advised at the time that the training is approved as to whether the training is considered mandatory or voluntary training.

Section 4. Tuition Reimbursement: The City will reimburse an employee for one hundred percent (100%) of the cost of tuition and fees for courses conducted outside the employee's regular working hours to provide employees an opportunity for the development of additional skills which are directly related to the performance of an employee's job, consistent with federal and state tax laws and City policy. This reimbursement will be made with the provision that the employee requesting such reimbursement made application for approval of the course and tuition reimbursement to his/her department head prior to the registration deadline for such course. The employee must show evidence of a "C" or better or passing (when no grade is used) or must reimburse the City of all costs advanced to the employee for the course.

- (a) If the class taken was related to the employee's current position, and the employee is separated from the City service for any reason except involuntary dismissal within one (1) year of the date of the reimbursement, it shall cause fifty percent (50%) of the amount reimbursed within such year to be deducted from the employee's final paycheck.

- (b) If the class taken was related to reasonable promotion or transfer opportunities, and the employee is separated from City service for any reason except involuntary dismissal within one (1) year, it shall cause one hundred percent (100%) of the amount reimbursed to be deducted from the employee's final paycheck. If the employee terminates for any reason except involuntary dismissal within two (2) years, it shall cause fifty percent (50%) of the amount reimbursed to be deducted from the employee's final paycheck. Educational courses which are only offered during regular working hours may be approved by the department head provided time off can be conveniently arranged and arrangements can be made to make up time off the same week.

Section 5. Clothing Reimbursement: The City will provide a clothing reimbursement for department approved clothing to employees in classifications listed in this section, not to exceed one hundred fifty dollars (\$150) per fiscal year. Employees must submit actual receipts prior to being reimbursed for clothing. Employee classifications qualifying for this clothing allowance are:

Job Classification	Clothing Allowance	Boot ^{1,2} Allowance	Boot Allowance Frequency
Fleet Maintenance Technician	150.00	150.00	Annually (if directed to wear)
Mechanic	150.00	150.00	Annually (if directed to wear)
Building Maintenance Tech II	150.00	150.00	Annually (if directed to wear)
Building Maintenance Senior	150.00	150.00	Every 2 yrs (if directed to wear)
Inspector I/II/Senior	150.00	150.00	Every 2 yrs (if directed to wear)
Engineering Tech I/II/Senior (limited field work)	75.00	150.00	Every 2 yrs (if directed to wear)
Engineering Tech I/II/Senior (50+% field work)	150.00	150.00	Annually (if directed to wear)
Utility Worker I/II/Senior	150.00	150.00	Annually (if directed to wear)
Customer Field Worker/Senior	150.00	150.00	Annually (if directed to wear)
Environmental Program Coordinator	150.00	150.00	Every 2 yrs (if directed to wear)
Project Coordinator	75.00	150.00	Every 2 yrs (if directed to wear)
Water Utility Technician/Senior	150.00	150.00	Annually (if directed to wear)
Engineering Construction Inspector	150.00	150.00	Annually (if directed to wear)
Backflow Prevention Coordinator	75.00		
Livability Compliance Specialist/Code Compliance Specialist	75.00		

¹. Boot Allowance may only be used for reimbursement of receipts related to safety toed boots as noted in section 6. Clothing allowance however, may be used, in part, for reimbursement of a boot receipts in excess of the \$150.00 allowance provided above.

². Boot Allowance per section 6 is only applicable to employees within the job classifications identified above and only for individual positions within the classification that are directed to wear safety toed boots.

Any employee who is hired after July 1st of any year shall be eligible for a prorated clothing reimbursement based upon that portion of the year that remains to be worked before the next July 1st.

The clothing reimbursement provided under this provision shall be applicable only to reimburse eligible employees, on presentation of receipt, for outer garments worn in the course of their duties. If a new employee voluntarily leaves the employ of the City within the first six (6) months of employment, the employee shall be required to reimburse the City for clothing allowance received during the probationary period.

Section 6. Boot Reimbursement: All employees who are directed to wear steel-toed foot wear on the job shall be reimbursed upon the purchase of approved steel-toed foot wear, receipt required, annual maximum: one fifty hundred dollars (\$150). This reimbursement may be used for repair, receipt required, reimbursement limited to actual cost of repairs. Employees who are directed to wear steel-toed foot wear may combine the steel-toed boot reimbursement and clothing allowance, receipts required, combined annual maximum: three hundred dollars (\$300).

ARTICLE 15 - SICK LEAVE

Section 1. Accrual: Regular full-time employees shall receive eight (8) hours of sick leave for each full calendar month of service. A part-time employee shall accrue sick leave on a pro rata basis to that of a forty (40) hour employee. There shall be no limit on the amount of sick leave that an employee may accrue.

Section 2. Utilization: Accrued sick leave shall be available for use on the regularly scheduled work days that occur from the first through the fifty-ninth (59th) calendar day of the employee's disability that is due to illness or injury.

In the event an employee is to be absent from work because of his/her sickness or injury, the employee shall notify the supervisor as soon as possible of the expected absence and the nature and expected length thereof.

An employee may also use sick leave where there is an illness in his/her family which necessitates making arrangements for the ill relative. For the purpose of this Section, members of an employee's family shall mean: (a) immediate family (spouse, parents, children (including step-children, foster or court-appointed children), individuals for whom the employee has legal guardianship, siblings); (b) domestic partner registered with Human Resources; and (c) other relatives and dependents domiciled in the employee's household.

In the case of on-the-job injuries covered by Workers' Compensation, the City will provide to the employee payment of regular net salary.

Payment of Workers' Compensation time-loss benefits will be received directly by the City. Should an employee receive a check for Workers' Compensation time-loss benefits, he/she shall endorse the check and give it to the Finance Director for deposit by the City. Sick leave will not be charged to

the employee for injuries covered by Workers' Compensation or that are the result of on-the-job injury. For the first ninety (90) days of Workers' Compensation time loss, the City shall continue to make the same contribution to all benefit programs specified in Article 12 - Benefits, as would have been made if the employee had worked his/her regularly scheduled hours of work.

The abuse of sick leave shall be grounds for denial of sick leave for the period of time involved and shall in addition be grounds for disciplinary action. It is recognized that patterns of recurring sick leave utilization in relation to weekends and holidays, when not verified by a written physician's certification of illness or injury, may be evidence of sick leave abuse.

Section 3. Physician's Certificate: Sick leave benefits shall not be paid for any absence that is for forty (40) consecutive work hours or more unless the employee presents a written physician's statement upon return to duty.

For absences of less than forty (40) consecutive hours, the City may require a written physician's certification of illness. When verification is required for absences of less than forty (40) hours, the City will reimburse the employee for any out-of-pocket physician expenses that result.

Section 4. Termination and Retirement: An employee who retires from City service shall receive an additional retirement plan contribution that is equal to fifty percent (50%) of the cash value in wages of all accrued sick leave. An employee shall be considered to have retired from City service only if he or she begins receiving Social Security retirement (not disability) benefits upon termination of City employment, or if he or she has thirty (30) or more years of service with the City.

Section 5. Oregon Sick Leave Law: There is virtually no change to how SEIU members may utilize sick leave, except that domestic violence, bereavement, and public safety related issues may now qualify as a sick leave use. As this law gets interpreted, the need to front-load time may dissipate; therefore, at its discretion, the City may discontinue front-loading sick leave time to members of the bargaining unit and revert back to the prior accrual method. Any such change would begin at the start of a calendar year and notice would be provided in advance.

ARTICLE 16 - OTHER LEAVE

Section 1. Bereavement Leave: In the event of a death in the employee's family or of an individual of significant personal relationship to the employee, employees will be granted up to forty (40) hours of necessary time off, as bereavement leave. For the purpose of this article, an employee's family shall mean: spouse, parent, children, step-children, step-parent, brother, brother-in-law, sister, sister-in-law, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, grandchildren and any other person who is a dependent of the employee. Oregon Family Leave Law (OFLA) entitles eligible employees to forty (40) hours of unpaid bereavement leave annually. Paid leave will be substituted pursuant to this article. Bereavement leave will run concurrent with OFLA and/or Oregon Sick Leave when applicable.

Section 2. Jury and Witness Duty:

Employees shall be granted up to three (3) months leave with pay for service on a jury or when under court subpoena as a disinterested witness, provided the employee shall seek all fees due him/her for jury or witness duty, except mileage reimbursement, and turn said fees over to the City.

Should the employee's regular schedule be other than a day shift, the City shall reschedule the employee to a day shift for the duration of the employee's jury service. The City shall not incur any liability for adjusting the shift of the employee on jury duty or for adjusting any other employee's shift to comply with this Article. No more employees than reasonably necessary will be adjusted to fill in for the shift of the employee on jury duty.

Upon being excused from jury or witness duty for any day, an employee shall immediately contact his/her supervisor for assignment for the remainder of that workday. For employees not regularly scheduled on day shift, the workday will be considered to have started when the employee reports for jury or witness service, or when the employee reports for work, whichever is earlier. Employees will not be paid for travel time except to travel from work to court or return from court to work during the employee's regular work hours, or any hours short of eight (8) hours which are not served at court. Overtime will not be paid for any time served beyond eight (8) hours a day. If the employee is dismissed before 5:00 p.m. and the supervisor determines he/she does not need to report back to work, vacation, floating holiday or comp time may be used for the rest of the day. The employee's time sheet must reflect time of arrival, time off for lunch and time of release by the court. The parties mutually agree that this paid benefit is provided due to the unique circumstances surrounding jury/witness duty leave, the limited circumstances in which it arises and its direct impact on the local community in which the parties live.

Time off from work for appearances in court and other proceedings other than as provided above, shall be charged to accrued vacation time, floating holiday, compensatory time or leave without pay.

Section 3. Leave Without Pay:

A regular employee who has completed his/her probationary period may be granted a leave of absence without pay for up to twelve (12) months when the work of the employee's department will not be seriously jeopardized by his/her absence and when there is good cause for the leave. Requests for such leave must be in writing and must establish reasonable justification for the approval by the City. Benefits, sick leave and service credits shall not continue to accrue for any period in which an employee is on unpaid leave status under this Section 3.

Section 4. Military Leave: Leaves of absence on a paid or nonpaid basis shall be as provided by ORS and the Veteran's Reemployment Rights Law, Title 38, USC, Chapter 43.

Section 5. Family Medical Leave: The City agrees to abide by the applicable provisions of state or federal law regarding family medical leave, as set forth in City policy.

ARTICLE 17 - LAYOFF

Section 1. Notice: A layoff is defined as an involuntary separation from the City for reasons that do not reflect discredit upon the employee. The affected employee and the Union shall be given written notice of a layoff at least thirty-one (31) calendar days before the effective date, stating the reason for the layoff, and the bumping options, if any, that the employee has.

Section 2. Order of Layoff: If a layoff is implemented, employees shall be laid off in inverse order of their seniority within the classification, and within the department, affected by the layoff. Before any regular full-time or regular part-time employee in a given classification may be laid off, all seasonal, casual and irregular part-time employees who are working in the same classification and department shall be laid off.

Seniority shall be as defined in Article 8, Section 1. In order to implement this definition, the City will provide the Union with a seniority list based upon the employee's hire date as a regular bargaining unit employee. For any employee to be affected either by layoff or bumping, the City will review the employee's personnel file to determine if the employee's listed seniority date needs to be adjusted by a period of unprotected unpaid leave. Bumping rights shall be based upon the employee's adjusted seniority date. If two (2) or more employees have equal seniority, the employee to be laid off shall be determined by lot.

Section 3. Bumping: In the event of a layoff, any employee who has been notified of a layoff shall, within ten (10) calendar days following notice of layoff, have the right to displace the least senior employee in the same or lower-paying classification provided he or she is fully qualified to perform the work of the lower-paying classification. An employee shall be considered qualified to perform the work of such lower classification if he or she meets all of the job qualification requirements specified in the current classification specification for the classification in question. Any employee who exercises his/her bumping rights shall serve a probationary period of three (3) months. During such probationary period the City shall have the right to lay the employee off if the employee is not performing the job in an adequate manner.

If an employee wishes to waive his/her right to displace an employee in a lower classification and thereby be subject to layoff, that employee shall so notify the City in writing within ten (10) calendar days of his/her receipt of notice of the layoff. When an employee bumps to a lower classification, as provided for above, he/she shall be placed at the maximum rate for the new classification or the employee's current salary rate, whichever is lesser. For purposes of this Article, non-bargaining unit employees regardless of prior service in the bargaining unit shall have no right to bump into a bargaining unit position.

Section 4. Recall: If a position opening occurs in the classification that the employee was employed in at the time of layoff, that employee, provided he/she has the greatest seniority of any employee on layoff from that class shall be offered the position.

An employee will remain on the layoff list and be eligible for recall for twelve (12) months. The City shall notify a laid off employee of a position opening by certified letter, return receipt requested, to

his/her address of record as maintained in the employee's personnel file. It shall be the employee's responsibility to insure that his/her current address is on file at the time the recall occurs. The employee shall have three (3) days from the receipt, or return by the post office, of such notice to notify the City in writing of his/her intent to return within ten (10) days of the date of receipt of such notice. If the employee fails to so respond to a recall notice within the time herein specified, or if he/she refuses an offered position, all rights to recall shall be terminated.

Employees returning from layoff shall have previously accrued sick leave and seniority reinstated, but shall not receive such benefits for the period of the layoff.

Section 5. Use of Consultants: The Order of Layoff, as defined by Section 2, above, shall not be construed to prohibit the City from calling in consultants with specialized skills and/or certifications on a temporary basis, to perform tasks that cannot be performed by remaining City employees. The City agrees that in the event it needs such consultants, the City will attempt to use an employee on layoff status to perform the work on a temporary basis before bringing in a non-employee, provided the employee on layoff status is available when the City needs the work performed and possesses the specialized skill(s) and/or certifications required for the work. If more than one laid off employee meets all of the requirements of the temporary position, bargaining unit seniority shall be the determining factor.

Section 6. Severance Pay: In the event of layoff, any employee with more than five (5) years of service with the City shall receive one (1) month's severance pay upon layoff.

If an employee who receives payment under this Section is recalled within six (6) months, he/she shall be permitted to take up to nine (9) months (18 paychecks) to repay the City for money received under this Section.

ARTICLE 18 – INVESTIGATIONS, DISCIPLINE AND DISCHARGE

Section 1. Investigatory Interview: The employee will be provided at least forty-eight (48) hours' notice of an investigatory interview along with the alleged conduct and applicable policy violation(s), and shall be informed that they have the right to Union representation during the interview.

Section 2. Just Cause: Disciplinary actions taken against employees shall be limited to the following: written reprimand, disciplinary probation, reduction in pay or other monetary assessment, demotion, suspension, or discharge. Nothing in this agreement shall preclude an employee and the City from entering into a last chance agreement. Disciplinary action shall be for just cause only and will not be taken against an employee without procedural due process as herein defined, except as follows:

Discharge or demotion during a probationary period (Article 8), and demotion that is in lieu of a layoff (Article 17) or that is a bona fide reclassification shall not be the basis for a claim of a violation of this Article.

No disciplinary material shall be placed in the employee's personnel file that does not bear either the signature of the employee indicating that he/she has been shown the material or a statement by the

employee that he/she has been shown the material and has refused to sign it. A copy of such material shall be furnished to the employee. An employee may include an explanatory statement in his/her file in answer to any reprimand or other disciplinary documents.

However, the above shall not apply if timely personal service is not practicable. In such a circumstance, the City shall send a copy of the disciplinary material by registered letter to the last known address to the employee at the time the material is placed in the file. In addition, the registered return receipt shall be placed in the personnel file.

All counseling materials and memos that are cautionary, derogatory or critical in nature, but less severe than a written reprimand shall be placed in the supervisor's file only, and not the official personnel file.

Material placed in the personnel record of an employee without conforming with the provision(s) of this Article will not be used by the City in any disciplinary proceedings involving the employee. If the City has reason to reprimand an employee, it shall be in a manner that is least likely to embarrass the employee before other employees and the public.

Section 3. Suspension Pending Investigation: An employee may be immediately suspended pending an investigation and completion of the due process steps if his/her continued presence on the job would constitute a safety hazard to him/herself or to other employees or be potentially disruptive to City operations.

Such suspension may be without pay, however, if after the investigation the employee is reinstated without being disciplined, the employee shall receive all lost pay and benefits for the period of the suspension. No employee shall be suspended for more than three (3) weeks for the purpose of investigation pending further discipline.

Section 4. Due Process: Due process shall require the following:

- (a) Before the City notifies the employee of disciplinary action pursuant to part (b) of this Section, the employee will be served with a written notice and provided an opportunity to respond as follows:
 1. The employee shall be advised that disciplinary action is being considered.
 2. The specific charges or performance deficiencies will be identified.
 3. The employee will be advised of his/her right to meet with the supervisor with or without Union representation and respond to the charges.
- (b) At or after the above-referenced meetings/response and such additional investigation as may be deemed appropriate by the supervisor has been completed, the supervisor shall make his/her decision and provide written notice thereof to the employee.

ARTICLE 19 - PERSONNEL RECORDS

Section 1. File Access: Each employee and each former employee shall have the right to review the contents of his/her own personnel file. At his/her option, he/she may request to be accompanied by a Union representative of his/her choosing or give the Union representative written permission to inspect and make copies of file materials.

Access to an employee's personnel file shall be limited to only the individual employee or former employee involved, his/her designated representative, such supervisory and/or confidential employees of the City who are assigned to review and maintain personnel files, provided such limitations on access do not conflict with state public records law. The provisions of this Section 1 shall be inapplicable to any portion of an employee's personnel file which may be subpoenaed by a court of law, introduced as evidence in any arbitration proceeding, or which is subject to disclosure under public records law.

The employee shall have the right to receive a copy of the materials in his/her personnel file in full or part.

Except when otherwise authorized by the employee, in writing, no information from the employee's personnel file shall be reproduced or released for use outside of the City except verification of employment, employment dates, job title, and pay range and public records requests.

Section 2. Removal of Material from File: Upon employee request, and subject to Human Resources approval, letters of reprimand may be removed from an employee's personnel file three (3) years after they have been placed in the employee's file. The parties understand that the City may retain such records outside of the personnel file for purposes complying with its obligations under State archives law and for purposes of demonstrating notice and timing of prior communications with employees.

Section 3. Placement of Material in File: At the request of the employee, all letters and materials of commendation shall, subject to Section 2 of this article, become a part of the employee's personnel file and the employee shall be furnished a copy of all such material at the time it is placed in the personnel file.

Section 4. Performance Evaluations: Employees shall have at least 24 (twenty-four) hours to read their performance evaluation prior to reviewing the evaluation with their supervisor.

ARTICLE 20 - CONTRACTING AND SUBCONTRACTING OF WORK

Notwithstanding the provisions of ORS. 243.650 to 243.782, the Union recognizes that the City shall have the right to make and to implement decisions relative to the contracting and subcontracting of work as it may determine; however, before the City may contract work presently and regularly performed by members of the bargaining unit and provided such contracting will result in the layoff or demotion of current members of the bargaining unit, the following shall occur:

1. The Union shall be notified in writing at least (70) calendar days in advance of the proposed implementation of such subcontracting. Such notification shall include a detailed analysis of the likely impact on the bargaining unit, and shall also outline the projected financial impact and other considerations that the City has deemed are pertinent to its deliberations to contract or subcontract work.
2. Upon receipt of such notice, the Union shall have twenty (20) calendar days in which to notify the City of its desire to meet and discuss the subcontracting. The Union may propose changes in existing work rules, benefits, and/or wage rates in order to compete more effectively with the contractors or subcontractors and/or the Union may propose alternative staffing arrangements that it believes would reduce the impact of the contracting or subcontracting.

The City shall not finalize a decision to contract or subcontract such work until after it has afforded the Union the opportunity to meet as provided above. The City shall give full consideration to all timely Union proposals before a decision is finalized. If such work is to be contracted or subcontracted, the City agrees to transfer or demote employees to any available vacant positions rather than lay off employees whenever it is feasible to do so; provided the employee meets the minimum qualifications with respect to education and work experience for the position to which he/she is to be transferred or demoted to, and provided that no employee rights or benefits under Article 17 - Layoff are abridged. A demotion shall be defined as involuntary reassignment to a new classification with a lower paying maximum salary rate.

ARTICLE 21 - GRIEVANCE PROCEDURE

Section 1. Procedure: To promote better relations, the parties agree to settle any disputes as to the meaning of interpretation of this contract by the following procedures:

Step 1. After first attempting to resolve the grievance informally, the Union, or any employee with notice to the Union, may claim a breach of this Agreement in writing to the employee's immediate supervisor within fourteen (14) calendar days from the occurrence thereof, or the employee's knowledge thereof. The notice shall be completed on the approved Official Statement of Grievance form and shall include:

- (a) A statement of the grievance and relevant facts;
- (b) Provision of the contract violated;
- (c) Remedy sought

The supervisor or designee shall respond to the grievance in writing within fourteen (14) calendar days, with a copy to the Union.

Step 2. If after fourteen (14) calendar days from the date of submission of the grievance to the supervisor, the grievance remains unresolved, the grievance may be submitted within fourteen (14) calendar days to the department head. The department head or designee may meet with the aggrieved

party, who may request Union representation at the hearing. The department head or designee shall respond to the grievance in writing within fourteen (14) calendar days, with a copy to the Union.

Step 3. If, after fourteen (14) calendar days from the date of submission of the grievance to the department head, the grievance remains unresolved, the grievance may be submitted within fourteen (14) calendar days to the City Manager or designee, who shall meet with the aggrieved party and Union representatives and shall respond to the grievance in writing within fourteen (14) calendar days, with a copy to the Union.

Step 4. If the grievance is not resolved within fourteen (14) calendar days from submission of the grievance to the City Manager, the Union may notify the City of its intent to submit the matter to an arbitrator within fourteen (14) calendar days from the time the grievance response was received or due. The arbitrator shall be selected by mutual agreement of the parties. If the parties cannot agree on an arbitrator within twenty-five (25) calendar days of the submission of the grievance to the City Manager, he/she shall be chosen in the following manner:

- (a) A list of eleven (11) Oregon/Washington arbitrators from the Oregon Employment Relations Board shall be requested and the parties shall alternately strike one (1) name from the list until only one (1) is left. The Union shall strike the first name. The one (1) remaining shall be the arbitrator.
- (b) The arbitrator shall render a decision in writing within thirty (30) days of the close of the hearing. The powers of the arbitrator shall be limited to interpretation of this Agreement, determining whether a specific provision of this Agreement has been violated, and establishing an appropriate remedy provided such remedy is within the scope of this Agreement. The decision of the arbitrator shall be binding on both parties.
- (c) The cost of the arbitration shall be borne by the losing party. Each party shall be responsible for the costs of presenting its own case to the arbitrator.

Section 2. Waiver of Time Limits or Steps: Any time limits or steps, specified in the grievance procedure, may be waived by mutual written agreement of the parties. Failure to submit the grievance in accordance with these time limits without such waiver shall constitute abandonment of the grievance. A grievance may be terminated at any time upon receipt of a signed statement from the Union or the employee that the matter has been resolved.

If at any step of the grievance procedure the City fails to issue a response within the time limits set forth in this Article, the grievance shall automatically advance to the next step of the grievance procedure unless withdrawn by the grievant or the Union.

Section 3. Calculation of Time: For purposes of this Article, time shall be calculated on the basis of calendar days unless otherwise expressly indicated.

ARTICLE 22 - INCLEMENT WEATHER

Section 1. When, in the judgment of the City, weather conditions require the closing or curtailing of City offices after the employee reports to work, the employee shall be paid for the remainder of the employee's shift. Employees who are unable to reach their work location prior to its closure, and who do arrive and report their arrival to any supervisor, shall be paid for the remainder of the shift. In the event that some employees in a department are sent home due to inclement weather conditions and others are instructed to remain and continue to work, those employees remaining on duty will be credited with compensatory time off on a one-to-one basis for hours worked after other employees were sent home.

Section 2. If weather conditions become hazardous, the employee may go home prior to the end of the employee's work shift, after notifying and receiving approval from the employee's supervisor or designee.

Section 3. The City may notify employees not to report to work prior to the beginning of the work shift because of inclement weather or hazardous conditions.

Section 4. When extreme weather conditions make coming to work dangerous, an employee shall be excused from reporting to work after notifying and receiving approval from his or her supervisor or designee.

ARTICLE 23 - TERM OF AGREEMENT AND REOPENING

This Agreement shall be effective and shall remain in full force and effect through the 30th day of June 2019.

This Agreement shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing no later than October 1, 2018, that it wishes to modify the Agreement.

CITY OF TIGARD

SEIU Local 503/OPEU Local 199

Martha Wine, City Manager

Executive Director

Date: _____

Date: _____

Jill Bentley, Local President

Date: _____

Stephen Hughes, Bargaining Team

Date: _____

Jennifer Joe, Bargaining Team

Date: _____

Joyce Niewendorp, Bargaining Team

Date: _____

Brian Wheatley, Bargaining Team

Date: _____

Joseph Cartino, SEIU Organizer

Date: _____

APPENDIX A - SALARY SCHEDULES

Salary Schedules will be available on August 4, 2016

APPENDIX B - BUILDING INSPECTOR DIFFERENTIAL

	SR. INSP & INSP II	SR. INSP & INSP II	SR. INSP & INSP II	INSP I	PLANS EX	SR. PLANS EX
BASE REQ'S	A-LEVEL PLMB 1&2 FAMILY PLMB	A-LEVEL ELEC 1&2 FAMILY ELEC	A-LEVEL STRUC & MECH 1&2 FAMILY STRUC&MECH	1&2 FAMILY STRUC & MECH	1&2 FAMILY PLANS EXAM	A-LEVEL PLANS EXAM (FLS) A-LEVEL STRUCT;A-
ITEMS ELIGIBLE FOR \$75/MONTH EACH	<ul style="list-style-type: none"> • A-LEVEL STRUC & MECH • A-LEVEL ELEC • 1 & 2 FAMILY STRUC & MECH • 1 & 2 FAMILY ELEC • A-LEVEL AND 1&2 FAMILY STRUCT • A-LEVEL AND 1&2 FAMILY MECH 	<ul style="list-style-type: none"> • A-LEVEL STRUC & MECH • A-LEVEL PLM • 1 & 2 FAMILY STRUC & MECH • 1 & 2 FAMILY PLM • A-LEVEL AND 1&2 FAMILY STRUCT • A-LEVEL AND 1&2 FAMILY MECH 	<ul style="list-style-type: none"> • A-LEVEL ELEC • A-LEVEL PLM • 1 & 2 FAMILY ELEC • 1 & 2 FAMILY PLM 	<ul style="list-style-type: none"> • 1 & 2 FAMILY ELEC • 1 & 2 FAMILY PLM 	<ul style="list-style-type: none"> A-LEVEL ELEC A-LEVEL PLM A-LEVEL PLANS EXAM (FLS) A-LEVEL STRUCT&MECH A-LEVEL AND 1&2 FAMILY MECH 	<ul style="list-style-type: none"> • A-LEVEL ELEC • A-LEVEL PLM
ITEMS ELIGIBLE FOR \$30/MONTH BONUS EACH	NONE	<ul style="list-style-type: none"> • LIMITED SEWER WHEN HOLDING NO OTHER PLM CERT 	<ul style="list-style-type: none"> • LIMITED SEWER WHEN HOLDING NO OTHER PLM CERT 	<ul style="list-style-type: none"> • A-LEVEL STRUC&MECH • A-LEVEL ELEC • A-LEVEL PLM • LIMITED SEWER WHEN HOLDING NO OTHER PLM CERT 	<ul style="list-style-type: none"> 1&2 FAMILY ELEC 1&2 FAMILY PLM 1&2 FAMILY STRUC&MECH A-LEVEL AND 1&2 FAMILY STRUCT LIMITED SEWER WHEN HOLDING NO OTHER PLM 	<ul style="list-style-type: none"> • 1&2 FAMILY ELEC • 1&2 FAMILY PLM • 1&2 FAMILY STRUC&MECH • LIMITED SEWER WHEN HOLDING
ITEMS ELIGIBLE FOR \$20/MONTH EACH	NONE	<ul style="list-style-type: none"> • LIMITED SEWER WHEN HOLDING ONE OTHER PLM CERT 	<ul style="list-style-type: none"> • LIMITED SEWER WHEN HOLDING ONE OTHER PLM CERT 	<ul style="list-style-type: none"> • LIMITED SEWER WHEN HOLDING ONE OTHER PLM CERT 	<ul style="list-style-type: none"> LIMITED SEWER WHEN HOLDING ONE OTHER PLM CERT 	<ul style="list-style-type: none"> • LIMITED SEWER WHEN HOLDING ONE OTHER PLM CERT
ITEMS ELIGIBLE FOR \$10/MONTH EACH	NONE	NONE	NONE	<ul style="list-style-type: none"> • MANUFACTURED HOME INSTALLATION INSPECTOR 	<ul style="list-style-type: none"> MANUFACTURED HOME INSTALLATION INSPECTOR 	NONE

APPENDIX C - LABOR AND MANAGEMENT COLLABORATION COMMITTEE (LMC)

The parties agree to continue this collaborative program designed to explore the effectiveness of more regular labor/management meetings between department management and union representatives. The parties therefore agree as follows:

1. There will be three different departmental labor/management committees which will exist during the life of this agreement.
2. The three committees will be from the following departments: a. Library; b. Public Works; c. CD/Finance/Central Services.
3. Each of these three committees will consist of up to three members of management and up to three employees from the department. The management representatives will be selected by the City and the employee representatives will be selected by the Union.
4. Cross-departmental committees may be set up as needed by mutual agreement.
5. Each committee will meet every other month for a period of up to one-and-a-half hours for the purpose of working collaboratively toward solutions to current workplace issues, for improved efficiency and productivity, and for effective, two-way communication and respectful working relationships. The committees by mutual agreement may set alternative meeting schedules or make other changes as mutually agreed by the committee members.
6. Employee members of the committees will be compensated for their time spent in committee meetings with management.
7. The committees will have no authority to modify the collective bargaining agreement, discuss active grievances, or engage in bargaining over mandatory subjects.
8. Either party may re-evaluate the collaboration program on a yearly basis. This program may be modified and/or extended beyond the length of this agreement, only by mutual agreement.

APPENDIX D – COMMERCIAL DRIVERS LICENSE IMPACT OF LOSS

Employees in positions requiring the possession of a commercial driver license (CDL) are expected to maintain the CDL. An employee holding such a position who is unavailable for work in that position while recovering from injury or illness may be placed temporarily on a light duty assignment (if available) or on leave where a temporary light duty assignment is not available. Such temporary reassignment or leave would not impact the employee's classification. However, an employee who is unavailable for work in that position for six (6) months or more may be impacted.

In order to maintain operational efficiency, it is necessary that there be a sufficient number of employees in Utility Worker positions who have a CDL. Where a Utility Worker II is unable to maintain the CDL, that employee may be reclassified to Utility Worker I, if the division is able to maintain operational efficiencies with the change in classification. Such employee would remain in the Utility Worker I classification until he or she regains the qualification to work as Utility Worker II (CDL is reinstated) and/or unless he or she was bumped out of the Utility Worker I classification. The impact of the change in classification would be consistent with the voluntary demotion process.

In a situation where too many staff lost the CDL, such that operational efficiencies were negatively impacted, then the process to determine which staff would be allowed to reclassify down into a Utility Worker I and/or remain in the Utility Worker I classification would be as follows:

- First priority would be given to employees with accepted worker's compensation medical conditions (EG staff injured on the job). If more than one staff was so situated, bargaining unit seniority would be the determining factor between the staff, should it be necessary.
- Second priority would be given to employees with personal medical conditions preventing them from maintaining a CDL. Again if more than one employee was so situated, bargaining unit seniority would be the determining factor should it be necessary.
- When an employee's loss of a CDL is related to a medical condition, the City would engage in the interactive process with that employee, consistent with the ADA and Oregon law, to determine whether transfer to an open position not requiring a CDL would be reasonable (such as other vacant positions within the City where the employee might be capable of performing the essential functions with or without reasonable accommodation). If no such transfer position is available, then a medical layoff would be the next step. Employees who are subject to such a medical layoff will then have rights consistent with other laid off employees per Article 17, including recall rights for a period of 12 months following separation; where the medical condition is work-related, such an employee may also have reinstatement or reemployment rights under state workers' compensation laws.

The Senior Utility Workers job classification also requires the maintenance of a CDL and therefore Seniors would also potentially be allowed to reclassify down to a Utility Worker I should the CDL be lost under the same rules as those listed above, so long as it could be accommodated operationally. However, once the CDL was reinstated, a former Senior would not necessarily be allowed to return to the former Senior position and might instead be moved up to a Utility Worker II.

- In a case where medical reasons caused the loss of the CDL and the employee has been reclassified to a Utility Worker I, where the medical reason was work related, and where the employee was able to reinstate the CDL within three years of the date of injury, then reinstatement to the former Senior position would be permitted. In such cases any promotion would need to be rolled backward.¹
- In a case where medical reasons caused the loss of the CDL, where the employee has been reclassified to a Utility Worker I and where the medical reason was non-work related, if the CDL is lost for more than six (6) months, then the former Senior would not be allowed to return to the Senior classification, but would be moved to a Utility Worker II upon reinstatement of the CDL.

When an employee in a Senior Utility Workers position loses a CDL related to a medical condition but no Utility Worker I position is available, the City would engage in the interactive process with that employee, consistent with the ADA and Oregon law, to determine whether transfer to an open position not requiring a CDL would be reasonable (such as other vacant positions within the City where the employee might be capable of performing the essential functions with or without reasonable accommodation). If no such transfer position is available, then a medical layoff would be the next step. Employees who are subject to such a medical layoff will then have rights consistent with other laid off employees per Article 17, including recall rights for a period of 12 months following separation; where the medical condition is work-related, such an employee may also have reinstatement or reemployment rights under state workers' compensation laws.

¹ Current Worker's Compensation law requires that should an employee be accommodated into another role and then recover such that they could again fulfill the essential functions of the formerly held position, that reinstatement to the former position is required. Thus any promotion of other staff that occurred in the interim, would need to be undone, the impacted staff would be treated as a bump down.

MEMORANDUM OF AGREEMENT

Market Review

The City will conduct a salary study of the following SEIU positions:

1. Code Compliance Officer
2. Building-Housing Code Compliance Officer
3. Customer Service Field Worker
4. Senior Customer Service Field Worker
5. Livability Compliance Specialist
6. Plans Examiner
7. Senior Plans Examiner
8. Building Maintenance Technician II
9. Senior Building Maintenance Technician
10. Utility Worker I (Streets as Benchmark)
11. Utility Worker II (Streets as Benchmark)
12. Senior Utility Worker (Streets as Benchmark)

Should the City determine that one or more of these classifications are more than 5% behind the average of the market; a one level range adjustment shall be enacted. Should the City determine that one or more of these classifications are more than 7.5% behind the average of the market; a two level range adjustment shall be enacted.

The cities utilized in the salary study shall be consistent with those used during the previous City study in 2008, in order to preserve internal equity between classifications.

The study shall be completed by May of 2017 and any adjustments as a result of that review shall become effective July 1, 2017. Should a range be adjusted, individuals within the range will maintain their existing rate of pay; however, individuals would have their step number adjusted accordingly to match within the new range. Impacted individuals would be eligible to receive future merit increases, in accordance with Article 13 Wages, Subsection 3 Evaluations, Sections (a through c). This means that those impacted staff who on July 1, 2017 have already spent 12 or more months at the top step of the former range, would be merit increase eligible on July 1, 2017, regardless of date of hire, but still in accordance with the criteria in Article 13. Further, any impacted individual, whose current step placement was below the start of a new range, would be moved on to the new range.