



City of Tigard
Tigard Business Meeting – Agenda

TIGARD CITY COUNCIL

MEETING DATE AND TIME: October 25, 2016 - 6:30 p.m. Study Session; 7:30 p.m. Business Meeting

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

PUBLIC NOTICE:

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

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

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

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

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

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

SEE ATTACHED AGENDA

VIEW LIVE VIDEO STREAMING ONLINE:

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

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

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



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MEETING DATE AND TIME: October 25, 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

- 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.

- A. COUNCIL LIAISON REPORTS **6:30 p.m. estimated time**
- B. RECEIVE CIVIC CENTER FACILITIES PLAN STATUS REPORT **6:45 p.m. estimated time**

7:30 PM

1. BUSINESS MEETING
 - A. Call to Order
 - B. Roll Call
 - C. Pledge of Allegiance
 - D. Call to Council and Staff for Non-Agenda Items
2. CITIZEN COMMUNICATION (Two Minutes or Less, Please)
 - A. Follow-up to Previous Citizen Communication
 - B. Tigard High School Student Envoy
 - C. Tigard Area Chamber of Commerce

- D. Citizen Communication – Sign Up Sheet
3. CONSENT AGENDA: (Tigard City Council) 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:
4. APPROVE CITY COUNCIL MINUTES:
•September 13, 2016
- A. Local Contract Review Board:
- *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.*
5. LEGISLATIVE PUBLIC HEARING: COMMUNITY DEVELOPMENT CODE AMENDMENT REGARDING CEMETERY SETBACKS **7:35 p.m. estimated time**
6. CONSIDER RESOLUTION TO APPROVE LAKE OSWEGO-TIGARD PARTNERSHIP IGA FOURTH AMENDMENT **8:05 p.m. estimated time**
7. CONSIDER AMENDMENT TO CITY MANAGER CONTRACT **8:25 p.m. estimated time**
8. INFORMATIONAL PUBLIC HEARING: DISCUSS AND ADOPT STANDARDS, CRITERIA AND POLICY DIRECTIVES TO BE USED IN EVALUATING THE CITY MANAGER **8:35 p.m. estimated time**
9. NON AGENDA ITEMS
10. 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.
11. ADJOURNMENT **8:45 p.m. estimated time**

AIS-2850

B.

Business Meeting

Meeting Date: 10/25/2016

Length (in minutes): 30 Minutes

Agenda Title: CIVIC CENTER FACILITIES PLAN STATUS REPORT

Prepared For: Kim McMillan, Public Works

Submitted By: Shauna
Large,
Public
Works

Item Type: Update, Discussion, Direct Staff

Meeting Type: Council
Business
Mtg - Study
Sess.

Public Hearing: No

Publication Date:

Information

ISSUE

Receive briefing and status report on Civic Center Facilities Plan effort.

STAFF RECOMMENDATION / ACTION REQUEST

No action is requested. This is a briefing and update.

KEY FACTS AND INFORMATION SUMMARY

City staff will be joined by the consultant team from MWA Architects to provide an update on the planning effort to study alternatives for growth, projected use and placement of a City of Tigard-owned civic center. The scope has been focused on what services and staff could be located on the existing civic center site. The scope also includes studying the potential inclusion of future recreation, emergency operations and senior center facilities.

The planning process is intended to be comprehensive and lead to adoption of a Civic Center Facilities Plan that will provide the framework for a future bond measure. The plan will also inform a future citywide facilities planning effort. The final Civic Center Facilities Plan report will incorporate cost estimates inclusive of associated infrastructure, a phasing plan, resiliency plan and project delivery methods for recommended future Civic Center development.

Update

The consultant team has been working on public involvement efforts including interviews with the Leadership Team and community stakeholders and facilitating citizen focus groups.

MWA will also report on future staffing, traffic/transportation, parking and shared program

elements that will influence the overall size of the development. Information will be presented as a progress update.

Next Steps

The team will be compiling studies, reports and site layouts within the draft Civic Center Facilities Plan for a future council meeting presentation.

OTHER ALTERNATIVES

NA

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

NA

DATES OF PREVIOUS COUNCIL CONSIDERATION

Council approved the contract with MWA Architects on June 14, 2016.

Attachments

No file(s) attached.

AIS-2879

4.

Business Meeting

Meeting Date: 10/25/2016

Length (in minutes): Consent Item

Agenda Title: Approve City Council Meeting Minutes

Submitted By: Carol Krager, Central Services

Item Type: Motion Requested

Meeting Type: Consent
Agenda

Public Hearing:

Publication Date:

Information

ISSUE

Approve City Council meeting minutes.

STAFF RECOMMENDATION / ACTION REQUEST

Approve minutes as submitted.

KEY FACTS AND INFORMATION SUMMARY

Attached council minutes are submitted for City Council approval:

- September 13, 2016

OTHER ALTERNATIVES

N/A

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

N/A

DATES OF PREVIOUS COUNCIL CONSIDERATION

N/A

Attachments

September 13, 2016 Minutes



City of Tigard

Tigard City Council Meeting Minutes

September 13, 2016



STUDY SESSION

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

Staff Present: City Manager Wine, Assistant City Manager Newton, Engineer Faha, City Recorder Krager, Senior Transportation Projects Engineer McCarthy

A. COUNCIL LIAISON REPORTS

Council President Snider reported that he filled in for Mayor Cook at the September 8, 2016 Fireside Chat. Seven people attended and he noted that most of the questions related to the SW Corridor.

Councilor Goodhouse said he competed in the Tigard Downtown Street Fair 5K run. He said there were very good crowds and thought the new event, Tour of Latin America, went well. He also attended the American Public Works Association Conference and found it very eye-opening. He plans to put together a report to share what he learned.

Councilor Woodard reported on the Tigard Transportation Advisory Committee (TTAC) meeting and said Walnut Street is open. He enjoyed the Tigard Downtown Street Fair and said it gave the local companies a chance to do business. He suggested it be a weekly event.

Mayor Cook commented on how he enjoyed the Street Fair and said the layout and logistics were better this year. He reported on the Washington County Coordinating Committee meeting and said they voted on the MSTIP 3.E projects. Projects in Tigard include sidewalks and bike paths on 121st Avenue from Whistler's Loop to Tippitt Place and a traffic light on Bonita Road and Sequoia Parkway. He noted that they still need to vote on it. City Manager Wine said the city's adopted Capital Improvement Plan has the 121st Avenue project in the 2018 window. Mayor Cook said the Tigard Street Trail was the No. 3 project out of 93 and was the highest bicycle/pedestrian project on the list for ODOT's Area Commission on Transportation (ACT) final results. Council President Snider said staff should be given recognition for their work on this application. Mayor Cook said he asked for matching funds for two positions, Safe Routes to Schools (SRTS) Coordinator and the Transportation Demand Management Coordinator. The city is asking for Regional Transportation Opportunity grant funds from Metro for the two positions and if received, Washington County will pay the required match. If we do not get the grant we will not get the match. The two positions are a third year of funding the Safe Routes to Schools Coordinator and a Transportation Demand coordinator. In response to a question from

TIGARD CITY COUNCIL MEETING MINUTES – September 13, 2016

Councilor Woodard, Engineer Faha said the transportation position will deal with parking and working with businesses to encourage transportation options.

B. RECEIVE BRIEFING ON AN IGA WITH ODOT FOR DESIGN AND CONSTRUCTION OF NEW SECTIONS OF FANNO CREEK TRAIL

Streets and Transportation Senior Project Engineer McCarthy gave the staff report. Federal Congestion Air Quality funds were received to build four sections of the Fanno Creek Trail.

The four sections are where the main section of trail currently ends in Woodard Park over to Grant Avenue, a trail rebuild from Ash Avenue to Hall Boulevard, new trail from the library across the Fields and Brown properties to Milton Court and a section from current 90-degree bend on the trail south of the high school to the Ki-a-kuts Bridge. He said the required local match is 10.27 percent of the total project cost of \$4.25 million. Federal funds need to be run through an approved jurisdiction and in Oregon that agency is ODOT. Key IGA terms are that ODOT will administer the project and the city and ODOT will co-manage it. The city is responsible for cost overruns. Council requested that staff watch the project carefully to avoid these. Council approved putting this IGA on the consent agenda.

Mayor Cook said the city is also asking for Regional Flexible Funds Allocation (RFFA) funding from Metro to pay for the last segment of the Fanno Creek Trail, from Bonita Road and Durham Road. There are many creek crossings and rights of way to consider.

ADMINISTRATIVE ITEMS

City Manager Wine updated council on a few administrative items:

- Dates will be firmed up for Goal Setting and Council Groundrules meetings for council members that will be serving next year.
- Summerfield Outreach is on September 21 at the Summerfield Clubhouse and topics will be the city's ballot measures. Assistant City Manager Newton discussed logistics.
- In last week's Thursday newsletter, Senior Management Analyst Wyatt forwarded materials from Just Compassion about council's September 20 homelessness discussion.
- Also in the newsletter was a memo about an open house the Community Development Department is convening for the tenants of the Walnut Tree Apartments on Greenburg Road who just received 90-day notices to leave because the building is being sold. This is to help residents connect with services such as community organizing, relocation and ways to connect with the property owner. Council is invited to this community meeting at 6:00 p.m., September 14 in Town Hall.
- Stakeholder and focus group outreach work has started for the City Center Visioning Project and if approved tonight, outreach about a potential levy.

The Study Session was adjourned at 7: 14 p.m.

1. BUSINESS MEETING

A. At 7:30 p.m. Mayor Cook called the City Council and Local Contract Review Board to order.

B. City Recorder Krager called the roll.

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

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

D. Call to Council and Staff for Non-Agenda Items – Mayor Cook said he had a non-agenda item to discuss at the end of the meeting.

2. CITIZEN COMMUNICATION

A. Follow-up to Previous Citizen Communication – City Manager Wine gave follow-up on previous citizen communication. Becky Craven and neighbors discussed a noise issue with a Frontier substation on Barrows Road and asked if Tigard had jurisdiction. The city attorney and the Community Development staff have corresponded with Frontier. The city has jurisdiction over the noise issue and Frontier is not in compliance with the code. They have not yet responded to the recent correspondence. The city will verify non-compliance and then initiate enforcement action.

B. Tigard High School Student Envoy – Associated Student Body President Lauren Brown gave her first report of the school year as Student Envoy to the Tigard City Council. She said the THS Leadership theme is Live your Passion and is designed to get students involved. All 50 clubs will have tables for Club Rush. The Random Acts of Kindness group painted the parking curb at the school with encouraging messages. There will be a garage sale in the parking lot on October 1. The homecoming game is October 7 and the dance on October 8. Councilor Henderson asked if they were taking donations for the garage sale and Ms. Brown confirmed that they were.

C. Tigard Area Chamber of Commerce – CEO Debi Mollahan will give an update at the next council business meeting.

D. Citizen Communication – Sign-up Sheet. No one signed up.

3. CONSENT AGENDA: (Tigard City Council)
 - A. RECEIVE AND FILE:
 1. Council Calendar
 2. Council Tentative Agenda for Future Meeting Topics
 - B. APPROVE CITY COUNCIL MINUTES:
 - June 14, 2016
 - June 28, 2016
 - C. PROCLAIM THE WEEK OF SEPTEMBER 17-23 AS CONSTITUTION WEEK
 - D. PROCLAIM SEPTEMBER AS NATIONAL PREPAREDNESS MONTH
 - E. PROCLAIM SEPTEMBER-DECEMBER 2016 A TIME TO CELEBRATE THE 40TH ANNIVERSARY OF WASHINGTON COUNTY COOPERATIVE LIBRARY SERVICES
 - F. CONSIDER A RESOLUTION WAIVING TEMPORARY SIGN PERMIT FEES FOR TIGARD BASKETBALL ASSOCIATION

RESOLUTION NO. 16-41 – A RESOLUTION WAIVING \$126 IN TEMPORARY SIGN PERMIT FEES FOR TIGARD BASKETBALL ASSOCIATION

Councilor Goodhouse motioned to approve the Consent Agenda and Councilor Woodard seconded the motion.

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

Mayor Cook announced that the consent agenda passed unanimously.

4. RECEIVE STATE OF THE DISTRICT PRESENTATION FROM TVF&R

Chief Duyck gave council an update on what is happening in the district and specifically in Tigard. He had a slide presentation. He showed a chart indicating that 64 percent of emergency incidents in Tigard are medical calls (3,257). Fires are a small percentage (154). A large amount is

public assistance calls that are not police-related (1,488). He noted that daytime hours have more activity and Sunday is the safest day of the week. A graph showed how the number of incidents has grown as Tigard grows in size. He responded to a question of what a “good intent” call is and said that is when someone calls 911 mistakenly thinking they see flames or smoke but there isn’t any.

Chief Duyck thanked the council for their support of the 911 public safety measure which passed in Washington and Clackamas counties. He showed a television ad TVF&R is airing to recruit firefighters. He said if anyone from Tigard is interested they can go to tvf&r.com. Council President Snider asked about qualifications and Chief Duyck said minimum qualifications are age 18 or older, high school graduate, driver’s license and EMT Basic Certification.

5. **LEGISLATIVE PUBLIC HEARING: CONSIDER CHANGES TO TIGARD MUNICIPAL CODE CHAPTER 12**

- a. Mayor Cook opened the public hearing.
- b. City Attorney Rihala read the hearing procedures.
- c. Staff Report: Utility Billing Supervisor Blecker and Finance and Information Services Director LaFrance gave the staff report on changes to Chapter 12 .03 Billing and Collection of Utility Charges and Chapter 12.10 Water System Rules and Regulations. Changes were made in the proposed code language based on council direction at the discussion at the August 16, 2016 workshop meeting.
- d. Public Testimony: No one signed up to testify.
- e. Council Questions: None
- f. Staff Recommendation: Mr. Blecker said staff recommends approval of the ordinances.
- g. Council Discussion: None
- h. Mayor Cook closed the public hearing.
- i. Council Deliberation and Consideration of Ordinance No. 16-18

Councilor Woodard moved to approve Ordinance No. 16-18. Council President Snider seconded the motion. City Recorder Krager read the number and title of the ordinance.

ORDINANCE NO. 16-18 – AN ORDINANCE AMENDING THE TIGARD MUNICIPAL CODE CHAPTER 12 BILLING AND COLLECTION OF UTILITY CHARGES SECTION 12.03.040

City Recorder Krager conducted a roll call vote.

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

TIGARD CITY COUNCIL MEETING MINUTES – September 13, 2016

Mayor Cook announced that Ordinance No. 16-18 passed unanimously.

j. Council Deliberation and Consideration of Ordinance No. 16-19

Council President Snider moved to approve Ordinance No. 16-19. Councilor Goodhouse seconded the motion. City Recorder Krager read the number and title of the ordinance.

ORDINANCE NO. 16-19 – AN ORDINANCE AMENDING THE TIGARD MUNICIPAL CODE CHAPTER 12 SECTION 12.10.160, SERVICE CONNECTION MAINTENANCE

City Recorder Krager conducted a roll call vote.

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

Mayor Cook announced that Ordinance No. 16-19 passed unanimously.

6. CONSIDER ISSUING A CONTRACT FOR PUBLIC OUTREACH AND MESSAGING

Senior Management Analyst Wyatt and Contracts Manager Barrett were present to give the staff report on a public outreach and messaging contract. Mr. Barrett said an RFP was issued in July and of the five firms responding, DHM Research was selected as the most qualified by an evaluation team. Councilor Henderson asked who was on the judging team. Senior Management Analyst Wyatt said he, the new communications manager and the city manager were the selection team. In response to a question from Councilor Henderson about the dollar amount, Contracts Manager Barrett clarified that the amount is \$120,000, down from the \$150,000 estimate and is budgeted in the first quarter supplemental.

Councilor Woodard asked if there were plans to conduct a government performance audit prior to gauging voter interest in a local option levy. He stated he has requested such an audit since he came on council in 2011 to find out if the city is performing with reliability, accountability and sustainability. He noted that the city used to have a sustainability person but the program went away when there was a staff change.

Councilor Woodard read from the minutes of a discussion council had on how to refer to the facilities study and noted that the focus changed from looking at all city-owned properties to just the civic center. He said any discussions need to include mention of a community center. He said although a community recreation center lost at the ballot there is still extreme interest and he suggested a win-win scenario where a police building and community recreation center are

combined and locations should be considered outside of the existing city hall location. He said city hall is not a bad place for people to work but acknowledged it needs a new roof and the police department needs to expand. He recommended looking at opportunities outside the urban renewal area so the tax increment is not affected. He said these are things that should be included in the public opinion research.

Council President Snider said the update from staff was about the contract itself and Councilor Woodard's suggestions had more to do with the outreach scope of work. He said an important point is that part of the reason the facilities work was scoped down is because during the budget process the council did not all support providing the money for it.



City Manager Wine provided context for the outreach and messaging contract relative to the Civic Center Visioning Project. She said there are two projects underway:

- The Civic Center Visioning Project funding was authorized by council in the fourth quarter supplemental and its purpose is to review current and potential facilities on our campus. It is a separate project with public outreach, surveys and focus groups already underway. The budget is \$600,000 and it is a year-long project to determine what is needed for a civic campus, culminating in a report for council on future needs. These could include a police station, a community recreation center or other buildings that might be replaced on the campus.
- In contrast, the contract being discussed tonight is for outreach which council authorized in the first quarter supplemental and will launch a levy discussion with the community on the operational and service portion and will provide an analysis of what services citizens value. This is not related to facilities and will help us to understand what residents care about in terms of services.

City Manager Wine said the budget message she delivered this year said the city may be considering both a bond and a levy for future operations. Next year when council considers whether and what to put before voters for approval, both will be discussed because both facilities and operational needs exist. She addressed Councilor Woodard's concerns and said all his suggested questions can be asked.

Senior Management Analyst Wyatt reiterated that nothing is firm yet about what is being asked in focus groups or polls. He noted that based on conversations with council, citizen feedback and focus groups on recreation, polling regarding recreation and who should provide it is one project in mind.

Ms. Wine said the outreach for this contract is to get input from the community on what to put in a proposal that might go before voters, rather than receive input on an already scoped proposal. Councilor Woodard said he found it problematic to support outreach or going out for a local option levy without having done a city performance audit to measure efficiency first. He said he the city has a corrective maintenance management system that is in the infant stages of technical evolution. If this was a corporation we would be able to access this data in no time but the city cannot because of the difficulties of working between antiquated and new systems.

TIGARD CITY COUNCIL MEETING MINUTES – September 13, 2016

Mayor Cook pointed out that this issue is related to operations. As discussed in the Budget Committee meetings, the city cannot afford everything so we want to ask the public what they are willing to pay for. Is it more police officers, additional library programming, deferred parks maintenance, or a third and fourth year of recreation programming? He suggested it was better to start with polling the public and then refine it than have the five members of council deciding what choices the public can make.

Councilor Woodard agreed but said there are huge maintenance cost savings to be had and he knows this from working in the corporate world. He said he wants a new look at city operations before going out for a levy.

Mayor Cook said this contract will not be on a future consent agenda and will require separate discussion.

7. DISCUSSION OF UPCOMING CONTRACTS

Contracts Manager Barrett gave the staff report on three contracts to come before the Local Contract Review Board.

Citywide collection services have been used since 1996 to collect delinquent accounts. He said court, utility billing and risk management are the main users of this service. An evaluation team reviewed the five firms submitting proposals. This contract is for \$150,000 over the five-year contract life. Money is not paid out of the city budget but comes from the delinquent accounts. Staff recommends a contract for Professional Credit Service be placed on a future consent agenda.

Since 1997 Oregon law requires state and local governments, school districts and other tax-supported political bodies in the state to purchase goods and services from Qualified Rehabilitation Facilities (QRFs) when the products or service meet requirements. Staff approached current janitorial services vendor Tualatin Valley Workshop and negotiated terms for a five-year contract of around \$200,000 per year for an aggregate total of just under \$1.1 million. Council President Snider asked staff if there was an evaluation on frequency of service and Public Contracts Manager Barrett said this was evaluated in depth a few years ago. In fact, staff empties their own wastebaskets and vacuuming floors everyday was discontinued.

The Tiedeman Realignment of Fanno Creek Trail project will resolve a substandard trail issue where the trail crosses Tiedeman Avenue. Mr. Barrett said a qualification-based RFP was issued in June for design and construction management work. Six proposals were received and ranked based on criteria detailed in the QBS packet. OBEC was the top ranking firm and staff negotiated a contract price for \$229,000. Engineer Faha said there is a \$660,000 Metro Greenspaces grant paying for the entire project, including design, construction and staff management.

The Local Contract Review Board agreed that these contracts may come back on consent.

8. LOCAL CONTRACT REVIEW BOARD: CONSIDERATION OF CONTRACT AWARD FOR GREENFIELD DRIVE AND RIDGEFIELD LANE WATER QUALITY FACILITIES REPAIR

Contracts Manager Barrett and Senior Project Engineer Newberry gave the staff report. Council received a staff memorandum regarding this project in the August 11 packet. An invitation to bid was issued in July and two bids were received with Braun Construction coming in as the lowest qualified bidder at \$193,575. The funding for this item was approved in the first supplemental budget.

Councilor Henderson moved for approval of the contract. Councilor Woodard seconded the motion. Mayor Cook conducted a vote and the motion passed unanimously.

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

Mayor Cook announced that the LCRB approved the contract unanimously.

9. CITY PRIORITIES DISCUSSION: SCOPING A LOCAL OPTION LEVY AND FACILITIES BOND PROPOSAL

City Manager Wine gave the staff report and said this will be a recurring discussion item for council meetings over the next year to get council thinking about whether to pursue a local option levy or a facilities bond in 2017 or beyond. She said as discussed in an earlier agenda item public outreach has begun to identify potential service investments and facility needs but eventually council will need to decide whether to pursue that with voters. Throughout the budget process the budget message was largely focused on where investments of general fund dollars could be made in the upcoming fiscal year but there were more needs than General Fund money available. The menu of choices council made in the 2016-17 budget are still before us and this represents the variety of things that council might choose to scope in a local option levy. General Fund investments include parks and recreation, police and public safety, community development and other administrative costs. Ms. Wine said she hoped council could have an early discussion, even before being informed by survey work on the following questions:

- What does the city council consider a priority for the next investment by the General Fund in services and facilities?
- What kind of information would be useful to know from citizen surveys or focus groups about community priorities?

A timeline of 2017-18 was preliminarily discussed for putting both a local option levy and a bond for capital facilities before voters, based on the lead time for gathering information about the city's

needs, outreach to the public and building community awareness and support. What is council's consideration for timing on these potential voter-approved measures.

Mayor Cook said in budget discussions two years ago it was proposed that extra revenue was needed for library and to fund more officers. A parks utility fee was suggested which could have been as high as \$10-12 month per household. At the time there was interest from some councilors to push the entire amount through, but he brought up the idea of a local option levy, a less regressive way to pay for services that allows deduction from property taxes. However, at that time the council negotiated a lower park utility fee for the short run. He said he did not suggest this so that people could have a vote on it; he is doing this because of the regressive issue of a fee and the advantage of a tax deduction. The downside is that you have to go back out every five years for a local option levy, although that is sort of a checks and balances activity that people can support if they approve what the city has done.

Council President Snider suggested that the priorities are the same as those identified during the budget cycle. He said he feels that council talks to a lot of people who want a lot of services but do not want to pay for them. He hoped that outreach would help people make the connection and then offer an informed opinion on what their priorities area. He said the public needs to consider if longer police response times are acceptable. If that is what they want he is OK with that but may not want to stay in a community where that is acceptable. He agreed with Mayor Cook that the current system is regressive.

Councilor Goodhouse said this outreach is a great educational opportunity as many citizens do not understand that the city has an eroding budget. They do not realize what employee healthcare and retirement costs do to the bottom line.

Councilor Woodard said he did not know if the fiscal cliff is real or due to ineffective policies and inefficiencies. He reiterated his desire for a performance audit which he felt should have been done back in 2011. He said if the city becomes more sustainable it could ask for less on a levy.

Councilor Henderson said he needs more data and he looks at it the way he looks at his own office complex. A leaky roof needs to be fixed and we need to be good stewards of city property. He said he wanted to know if \$30 million or \$300 million is needed before he is willing to go forward.

Mayor Cook agreed with Councilor Henderson's point about being good stewards of city funds and said the reason the city put the gas tax on the ballot is because the backlog will get taken care of. The roads will last longer and this is more sustainable. The longer we defer maintenance we are not sustainable, whether talking about a roof or a park. A roof should be repaired when needed or it may end up as a capital, not an operating cost. Budget committee members stress that that the city should take care of what it has. He said by the next discussion council will have a picture of what people want.

Council President Snider referred to the TVF&R State of the District presentation given by Chief Duyck earlier and said TVF&R has data and analytics capabilities and uses data to manage

TIGARD CITY COUNCIL MEETING MINUTES – September 13, 2016

at a level higher than most other governmental entities do. He mentioned that Budget Committee discussions were held where basic things were not known by city managers. He said council does not get the information they need and department directors should know more about the basic cost of their programs.

Council President Snider said he participated in a group in the mid-2000s regarding city general fund sustainability. Performance audits were suggested and were conducted. Managers already knew what needed to be focused on. He said a better use of money than an audit would be building our analytics and suggested there may be citizens who could help the city build their analytic capabilities.

Councilor Goodhouse said he agrees with departments having more information to work with. He commented that he attended a public works conference two weeks ago and a common thread was that most states have limited property tax growth. They are facing the problem of getting buy-in from the community. Costs continually rise and property taxes do not keep up. There may have to be a shift in how governments operate. He commented that residents of Tigard seem to want to pay for a healthy community.

Councilor Woodard said recreation can product revenue and be self-sustainable. It can draw in donations, provide healthy habits, create leaderships and teach values. Recreation will keep Tigard competitive as a place to live in the region.

City Manager Wine said staff will provide more structure for the next city priority discussion. The Leadership team is already giving thought to the kinds of metrics or measures that help us understand or be able to convey how we are operating and if it is effective and efficient. If the contract discussed in Agenda Item No. 6 is approved, we will get a better idea of what the community thinks and a more defined array of choices for the next discussion.

10. NON AGENDA ITEMS Mayor Cook brought forth a non-agenda item for council consideration to formally oppose Measure 97. He noted that this item was prepared without city staff assistance. He said he does not agree that tax law should be changed by citizen initiative and instead it should go through the legislative process. He said this will not be good in the long run. Councilor Goodhouse said he thought it would be devastating to Oregon and explained how it could drive small companies out of business. He said Oregon is coming out of the recession and we are in a global economy. Councilor Woodard agreed. Councilor Henderson said he is opposed because it taxes gross receipts and he feels the cost will be passed down to consumers.

Councilor Goodhouse moved to approve Resolution No. 16-42 opposing Measure 97. Councilor Woodard seconded the motion. Mayor Cook conducted a vote and the measure passed by a majority, 4-1.

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

11. EXECUTIVE SESSION None was held.

12. ADJOURNMENT

At 9:11 p.m. Councilor Woodard motioned for adjournment. Council President Snider seconded the motion and all voted in favor.

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

Carol A. Krager, City Recorder

Attest:

John L. Cook, Mayor

Date

AIS-2764

5.

Business Meeting

Meeting Date: 10/25/2016

Length (in minutes): 30 Minutes

Agenda Title: Legislative Public Hearing on Cemetery Setback Code Amendment

Prepared For: Gary Pagenstecher, Community Development

Submitted By: Gary Pagenstecher, Community Development

Item Type: Ordinance

Meeting Type: Council
Business
Meeting -
Main

Public Hearing: Yes

Publication Date:

Information

ISSUE

Shall the Tigard City Council approve the proposed Tigard Development Code amendment to remove 15-foot setback requirements for grave sites?

STAFF RECOMMENDATION / ACTION REQUEST

On October 3, 2016, by a vote of five in favor to three opposed, the Planning Commission concurred with Staff's recommendation and recommends that City Council approve the proposed code amendment included as Exhibit A to the Ordinance and adopt the Ordinance.

KEY FACTS AND INFORMATION SUMMARY

The applicant, Crescent Grove Cemetery, is Tigard's only nonprofit, nondenominational cemetery, and is one of the oldest historic pioneer cemeteries in the Portland Metro Area with headstones dating back to 1852. The cemetery now intends to add additional grave sites on the remainder of their available property. Without the 15-foot setback provision, 2,710 graves can be platted. However, with the 15-foot setback in place this number is reduced by 363 to 2,347 grave sites. Eliminating the 15-foot setback code requirement will allow Crescent Grove Cemetery Association to continue to serve the future families of Tigard and surrounding communities for years to come.

The International Cemetery, Cremation and Funeral Association's 1998 position paper on "Zoning and Related Construction Standards for Cemeteries" Principle 1 states: "Zoning ordinances regulating cemetery development should be geared, as a matter of policy, to maximize the efficient use of acreage for the interment of human remains and related services." The Portland Metropolitan area's Urban Growth Boundary, which limits land supply in the region, highlights the need for efficient site planning.

The code amendment would apply to all existing and future cemeteries within Tigard. The request is supported by St. Anthony's Cemetery, the only other active cemetery within the City of Tigard.

Staff found no legislative history that supports the grave setback requirement. Staff's review of other cities in the Portland Metropolitan region found that none regulate grave site location from property lines.

Staff finds no basis to support the grave setback requirements currently in the Tigard Development Code. On the other hand, the reasons set forth by the applicant to remove the setback requirements, including efficient use of land and maximizing investment of local businesses, are supported by Tigard's Comprehensive Plan policies.

OTHER ALTERNATIVES

Consider an alternative setback for grave sites; do not approve the proposed amendments.

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

Not applicable.

DATES OF PREVIOUS COUNCIL CONSIDERATION

None

Attachments

Ordinance

Exhibit A

Staff Report to PC

Draft TPC 100316 Minutes

CGC Site Plan

St. Anthony's Site Plan

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

AN ORDINANCE AMENDING THE TIGARD COMMUNITY DEVELOPMENT CODE SECTION 18.330.050.B.10.B.I, TO REMOVE THE 15-FOOT SETBACK FOR GRAVES (DCA2016-00001)

WHEREAS, the city received application for the proposed code amendment to amend the text of the Conditional Use Chapter (18.330) of the City of Tigard Community Development Code to remove the 15-foot setback for graves; and

WHEREAS, the purpose of Chapter 18.330 is to provide standards and procedures under which a conditional use may be permitted, enlarged or altered . . . ; and

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

WHEREAS, notice to the public was provided in conformance with the Tigard Community Development Code Chapter 18.390.060.D; and

WHEREAS, the Tigard Planning Commission held a public hearing on October 3, 2016 and recommended with a vote of five in favor and three opposed, that Council approve the proposed code amendment; and

WHEREAS, the Tigard City Council held a public hearing on October 25, 2016, to consider the proposed amendment; and

WHEREAS, the Tigard City Council has considered the recommendation of the Planning Commission; and

WHEREAS, the Tigard City Council has considered applicable Statewide Planning Goals and Guidelines adopted under Oregon Revised Statutes Chapter 197; any federal or state statutes or regulations found applicable; any applicable Metro regulations; any applicable Comprehensive Plan Policies; and any applicable provisions of the City's implementing ordinances; and

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

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

SECTION 1: The specific text amendment attached as **“EXHIBIT A”** to this Ordinance is hereby approved and adopted by the City Council.

SECTION 2: The findings in the September 26, 2016 Staff Report to the Planning Commission and the Minutes of the October 3, 2016 Planning Commission hearing are hereby adopted in explanation of the Council's decision.

SECTION 3: This ordinance shall be effective 30 days after its passage by the Council, signature by the Mayor, and posting by the City Recorder.

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

Carol A. Krager, City Recorder

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

John L. Cook, Mayor

Approved as to form:

City Attorney

Date

DCA2016-00001
CEMETERY GRAVE SETBACKS
DEVELOPMENT CODE AMENDMENT

Explanation of Formatting

These text amendments employ the following formatting:

~~Strikethrough~~ - Text to be deleted

[Bold, Underline and Italic] – Text to be added

Chapter 18.330
CONDITIONAL USE

18.330.050 Additional Development Standards for Conditional Use Types

A. Concurrent variance application(s). A conditional use permit shall not grant variances to the regulations otherwise prescribed by this title. A variance application(s) may be filed in conjunction with the conditional use application and both applications may be heard at the same hearing.

B. Additional development standards. The additional dimensional requirements and approval standards for conditional use are as follows:

10. Cemeteries:

a. The minimum lot size shall be five acres;

b. Setbacks:

~~i. For graves only:~~

~~—(A) The front yard setbacks shall be a minimum of 15 feet;~~

~~—(B) The side yard setbacks shall be a minimum of 15 feet; and~~

~~—(C) The rear yard setbacks shall be a minimum of 15 feet.~~

ii. For structures only:

(A) The front yard setbacks shall be a minimum of 25 feet;

(B) On corner lots and through lots, the setbacks shall be a minimum of 25 feet on any side facing a street, plus meet visual clearance areas, Chapter 18.795;

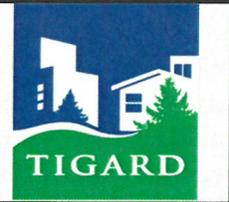
(C) The side yard setback shall be a minimum of 25 feet; and

(D) The rear yard setback shall be a minimum of 25 feet.

c. Adequate fencing shall be provided. A fence of at least four feet in height located at least 2-1/2 feet from any right-of-way shall completely surround the area and shall meet visual clearance areas;and

d. There are no off-street parking requirements.

**STAFF REPORT TO THE
PLANNING COMMISSION
FOR THE CITY OF TIGARD, OREGON**



120 DAYS = N/A

SECTION I. APPLICATION SUMMARY

FILE NAME: CEMETERY GRAVE SETBACK CODE AMENDMENT

FILE NO.: Development Code Amendment DCA2016-00001

PROPOSAL: The City of Tigard Community Development Code, Section 18.330.050.B.10.b.i applies specifically to cemeteries and requires a 15-foot setback for graves from all property lines. The Crescent Grove Cemetery has made application to the City to approve a text amendment to the Community Development Code to remove this setback requirement.

APPLICANT: Keith Jones
Harper Houf Perterson Righellis Inc.
205 SE Spokane Street, Suite 200
Portland, OR 97202

OWNER: Crescent Grove
Cemetery Association
9925 SW Greenburg Rd
Tigard, OR 97223

LOCATION: Within existing and proposed cemeteries located within the Tigard City limits.

**ZONE/
COMP PLAN
DESIGNATION:**

Cemeteries are permitted as a conditional use in R-3.5 and R-4.5, Low-Density Residential; R-7, Medium-Density Residential; and I-L, Light Industrial.

**APPLICABLE
REVIEW**

CRITERIA: Community Development Code Chapters 18.330, 18.380, and 18.390; Comprehensive Plan Goals 1, 2, and 9; and Statewide Planning Goals 1, 2, and 9.

SECTION II. STAFF RECOMMENDATION

Staff recommends that the Planning Commission find in favor of the proposed text amendment (Attachment 1), with any alterations as determined through the public hearing process, and make a final recommendation to Tigard City Council.

SECTION III. BACKGROUND AND PROJECT SUMMARY

Crescent Grove Cemetery is located at 9925 SW Greenburg Road, Tigard, Oregon (1S1W26CD, tax lot 100). Crescent Grove Cemetery is Tigard's only nonprofit, nondenominational cemetery, and is one of the oldest historic pioneer cemeteries in the Portland Metro Area, with headstones dating back to 1852. The 21.12-acre site is currently developed as a cemetery, with grave plots, mausoleum, office building, maintenance buildings, and access roads throughout the site. The Cemetery recently received approval for a minor modification to their Conditional Use Permit to allow construction of a new access road and drainage to serve future grave sites in a lawn area at the north end of the site.

The cemetery now intends to add additional grave sites on the remainder of their available property. The City of Tigard Community Development Code, Section 18.330.050.B.10.b.i currently requires a 15-foot setback for graves from all property lines, which significantly reduces the amount of area available for grave sites. Without the 15-foot setback provision, 2,710 graves can be platted. However, with the 15-foot setback in place this number is reduced by 363 to 2,347 grave sites. Therefore, the Crescent Grove Cemetery has made application to the City to amend the Community Development Code to remove this setback requirement.

The applicant states that this request is consistent with the International Cemetery, Cremation and Funeral Association's 1998 position paper on "Zoning and Related Construction Standards for Cemeteries." Principle 1 states, "Zoning ordinances regulating cemetery development should be geared, as a matter of policy, to maximize the efficient use of acreage for the interment of human remains and related services." Moreover, given the Portland Metropolitan area's Urban Growth Boundary, which limits land supply in the region, the need for efficient site planning is most compelling. This request is further supported by St. Anthony's Cemetery, the only other active cemetery within the City of Tigard. (See letter of support dated December 11, 2015.)

The applicant contends that the additional setback requirements specific to the siting of graves do not appreciably contribute to the public interest and place an unnecessary burden on the ability of cemeteries to plat grave sites in an efficient manner. Being the only operating non-denominational cemetery in the City of Tigard, eliminating the 15-foot setback code requirement will allow Crescent Grove Cemetery Association to continue to serve the future families of Tigard and surrounding communities for years to come.

SECTION IV. ANALYSIS

The Crescent Grove Cemetery was annexed into the City of Tigard in 1986. Prior to annexation the site was under the jurisdiction of Washington County. With a history of the cemetery going back to 1852, the cemetery far predates zoning regulations. In review of both the 1985 and 1986 Washington County Community Development Codes, there were no provisions requiring a setback for graves, only that the cemetery as a whole was to be fenced and a buffer established. These requirements continue to remain in effect verbatim in the current Washington County code. (Article IV: Development Standards, 430 – Special Use Standards, Section 430-27 Cemetery).

A public records request to the City of Tigard to determine the date when the grave setback was established with the Tigard Community Development Code determined that cemeteries were conditional uses in residential areas going back to the City's first zoning code in 1967. The first mention of the 15-foot grave setback was in 1986 around the same time the property was annexed into the City. Therefore it was the annexation into the City in 1986, 132 years after the cemetery was

established in Washington County that the cemetery became subject to Tigard's setback requirement specific to graves. No minutes were found from the time period from either the Planning Commission or City Council that had discussion of the grave setback prior to adoption.

Existing requirements for fencing the cemetery perimeter, setbacks from rights-of-way, and setbacks for structures within cemeteries will continue to remain in effect (Attachment 1).

The Crescent Grove Cemetery is surrounded by the private Washington Square Road and the public right-of-way of SW Greenburg Road. In the 1970s agreements between the Mall and the Cemetery resulted in a 20-foot landscaped buffer between the perimeter road and the fenced cemetery property boundary and site line restrictions on future development on the Mall property. Allowing grave sites to the property boundary would not be in conflict with adjacent uses.

The other operating cemetery within Tigard, St. Anthony's Cemetery on SW Gaarde and SW 115th Avenue, is bordered on the north by six parcels developed with single family homes. The effect of the amendment would be to allow platting of grave sites up to the fenced property boundary, which may be objectionable by adjacent property owners. The Rev. John Henderson's letter, dated December 11, 2015, in support of the proposed code amendment, is attached to the application. The adjacent property owners were polled by the cemetery superintendent and none objected to the proposed code amendment.

Staff reviewed development codes of other cities in the Portland area (Portland, Gresham, Lake Oswego, Beaverton, Tualatin) and found that none regulated for grave sites and most had only general approval criteria for conditional uses that are applied on a case by case basis. Only Gresham had a setback standard) that applied to cemetery boundaries, which was an exemption from maximum setback requirements (GDC 8.0116).

In conclusion, staff finds no basis to support the grave setback requirements currently in the Tigard Development Code. On the other hand, the reasons set forth by the applicant to remove the setback requirements including efficient use of land and maximizing investment of local businesses are supported by Tigard's Comprehensive Plan policies, as reviewed below. Therefore, Staff recommends that the Planning Commission recommend to City Council adoption of the proposed development code amendment.

SECTION V. APPLICABLE CRITERIA, FINDINGS AND CONCLUSIONS

This section contains all the applicable city and state policies, provisions, and criteria that apply to the proposed Development Code amendment. Each section is addressed demonstrating how each requirement is met. No Metro policies were found applicable.

APPLICABLE PROVISIONS OF THE TIGARD COMMUNITY DEVELOPMENT CODE (TITLE 18)

Chapter 18.380: Zoning and Text Amendments

18.380.020.A Legislative Amendments Legislative text amendments shall be undertaken by means of a Type IV procedure, as governed by Section 18.390.060G

FINDING: The proposed legislative amendment is being reviewed under the Type IV legislative procedure as set forth in the chapter. This procedure requires public hearings before both the Planning Commission and City Council.

Chapter 18.390: Decision-Making Procedures

18.390.020.B.4 Type IV Procedures Type IV procedures apply to legislative matters. Legislative matters involve the creation, revision, or large-scale implementation of public policy. Type IV matters are considered initially by the Planning Commission with final decisions made by the City Council.

FINDING: The proposed text amendment to the Tigard Development Code establishes standards to be applied generally across the City. Therefore it will be reviewed under the Type IV procedure as detailed in Section 18.390.060.G. In accordance with this section, the amendment is initially being considered by the Planning Commission with City Council making the final decision.

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 for the proposed text amendment to the Tigard Development Code are provided within this report. No federal or state statutes or Metro regulations were found applicable.

CONCLUSION: Based on the findings above and below, approval criteria for a Type IV decision are satisfied.

APPLICABLE COMPREHENSIVE PLAN POLICIES

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: Public Hearing notification requirements pursuant to Chapter 18.390.060 of the Tigard Community Development Code were followed. A notice was published in The Tigard Times in accordance with Tigard Development Code Chapter 18.390 on July 21, 2016. Public hearing notice of the Planning Commission and City Council public hearings was sent to the interested parties list on July 26, 2016.

All notices invited public input and included the phone number and email of a contact person to answer questions. The notice also included a link to the City's webpage where the draft of the text changes could be viewed.

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

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 1 **The City's land use program shall establish a clear policy direction, comply with state and regional requirements, and serve its citizens' own interests.**

Policy 2 **The City's land use regulations, related plans, and implementing actions shall be consistent with and implement its Comprehensive Plan.**

Policy 5 **The City shall promote intense urban level development in Metro-designated Centers and Corridors, and employment and industrial areas.**

FINDING: The proposed amendment is not regulated by state or regional requirements and would serve the Cemetery Association's interests in maximizing the

development potential within the existing grounds of the Crescent Grove Cemetery. The proposed amendment is not in conflict with the Comprehensive Plan and implements applicable provisions as shown in the analysis in this report. The Crescent Grove Cemetery is located in the Metro-designated Washington Square Regional Center, where the proposed amendment would support more intense urban level development. The proposed development code amendment would update the implementing regulations as the legislative basis of Tigard's land use planning program.

CONCLUSION: Based on the above findings, Tigard Comprehensive Plan Goal 2.1 Policies 1, 2, and 5 are met.

Chapter 9: Economic Development

Goal 9.1 Develop and maintain a strong, diversified, and sustainable local economy.

Policy 1 The City shall establish strategies to retain and encourage the growth of existing businesses.

FINDING: The proposed text amendment would allow maximum use of land designed for the cemetery's purpose of providing internment opportunities to future generations, which would help maintain a sustainable local economy.

Goal 9.3 Make Tigard a prosperous and desirable place to live and do business.

Policy 2 The City shall adopt land use regulations and standards to ensure a well-designed and attractive urban environment that supports/protects public and private sector investments.

FINDING: The proposed text amendment would remove a standard that unnecessarily restricts private sector investment within the city.

CONCLUSION: Based on the above findings, Tigard Comprehensive Plan Goal 9.1, Policy 1 and Goal 9.3, Policy 2, are met.

THE 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 9: Economic Development;

SECTION VI. ADDITIONAL CITY STAFF COMMENTS

The City Attorney reviewed the proposal and determined that there were no state provisions or land use laws applicable to cemetery grave site setbacks.

SECTION VII. OUTSIDE AGENCY COMMENTS

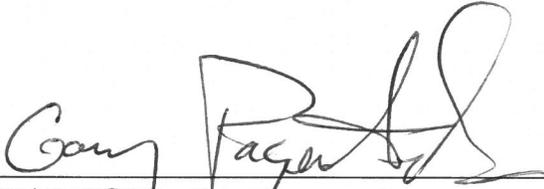
Metro Land Use and Planning and the Oregon Department of Land Conservation and Development had an opportunity to review this proposal and did not respond.

SECTION VIII. PUBLIC COMMENTS

No public comments were received.

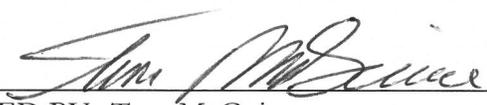
SECTION IX. CONCLUSION

The proposed code amendment complies with the applicable Statewide Planning Goals, the Tigard Comprehensive Plan, and applicable provisions of the City's implementing ordinances. Therefore, Staff recommends that the Planning Commission recommend to the City Council approval of the proposed amendment included in Attachment 1 of this report.



PREPARED BY: Gary Fagenstecher
Associate Planner

September 26, 2016
DATE



APPROVED BY: Tom McGuire
Assistant Community Development Director

September 26, 2016
DATE

Attachment 1: Draft Text Amendment, Chapter 18.330 – Conditional Use

DCA2016-00001
CEMETERY SETBACKS
DEVELOPMENT CODE AMENDMENT

Explanation of Formatting

These text amendments employ the following formatting:

~~Strikethrough~~ - Text to be deleted

[Bold, Underline and Italic] – Text to be added

Chapter 18.330
CONDITIONAL USE

18.330.050 Additional Development Standards for Conditional Use Types

A. Concurrent variance application(s). A conditional use permit shall not grant variances to the regulations otherwise prescribed by this title. A variance application(s) may be filed in conjunction with the conditional use application and both applications may be heard at the same hearing.

B. Additional development standards. The additional dimensional requirements and approval standards for conditional use are as follows:

10. Cemeteries:

a. The minimum lot size shall be five acres;

b. Setbacks:

i. For graves only:

~~—(A) The front yard setbacks shall be a minimum of 15 feet;~~

~~—(B) The side yard setbacks shall be a minimum of 15 feet; and~~

~~—(C) The rear yard setbacks shall be a minimum of 15 feet.~~

ii. For structures only:

(A) The front yard setbacks shall be a minimum of 25 feet;

(B) On corner lots and through lots, the setbacks shall be a minimum of 25 feet on any side facing a street, plus meet visual clearance areas, Chapter 18.795;

(C) The side yard setback shall be a minimum of 25 feet; and

(D) The rear yard setback shall be a minimum of 25 feet.

c. Adequate fencing shall be provided. A fence of at least four feet in height located at least 2-1/2 feet from any right-of-way shall completely surround the area and shall meet visual clearance areas;and

d. There are no off-street parking requirements.

CITY OF TIGARD
PLANNING COMMISSION
Meeting Minutes
October 3, 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 McDowell
Commissioner Middaugh
Alt. Commissioner Mooney
Commissioner Muldoon
Commissioner Schmidt

Absent: Vice President Feeney

Staff Present: Gary Pagenstecher; Associate Planner; Tom McGuire, Assistant Community Development Director; Doreen Laughlin, Executive Assistant; Greg Berry, Engineer

CHANGE OF AGENDA ITEM ORDER

President Fitzgerald told the commissioners that the applicant for agenda item #6 regarding cemetery setbacks had asked to be heard first; she asked if anyone objected. Since no concern or objections were expressed from the audience, the commissioners, or the other applicant, President Fitzgerald announced that DCA2016-00001 Cemetery Setbacks would be heard first, followed by River Terrace Multi-Family (PDR) 2016-00008; (SDR) 2016-00005.

COMMUNICATIONS – Commissioner Middaugh noted he and three other commissioners had attended Planning Commission Training in Salem in late September and that they had learned a lot and found it useful. The other commissioners who'd attended the training agreed.

CONSIDER MINUTES

September 12, 2016 Meeting Minutes: President Fitzgerald asked if there were any additions, deletions, or corrections to the September 12 minutes; there being none, President Fitzgerald declared the minutes approved as submitted.

OPEN PUBLIC HEARING

DEVELOPMENT CODE AMENDMENT DCA2016-00001 CEMETERY SETBACKS

REQUEST: The City of Tigard Community Development Code, Section 18.330.050.B.10.b.i applies specifically to cemeteries and requires a 15-foot setback for graves from all property lines. The Crescent Grove Cemetery has made application to the City to approve a text amendment to the Community Development Code to remove this setback requirement.

LOCATION: Citywide. ZONES: R-3.5, R-4.5, Low-Density Residential; R-7, Medium-Density Residential; and I-L, Light Industrial. APPLICABLE REVIEW CRITERIA: Community Development Code Chapters 18.330, 18.380, and 18.390; Comprehensive Plan Goals 1, 2; and Statewide Planning Goals 1, 2.

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: Commissioner Middaugh stated that his living parents own plots at this cemetery, however he's confident he can make a decision without bias. Site visitations: All commissioners present had visited. No one wished to challenge the jurisdiction of the commission.

STAFF REPORT

Gary Pagenstecher, City of Tigard Associate Planner, explained that this was a very unusual development code amendment - a one of a kind. The applicant did a thorough survey of the context within which this section of the code exists in our Development Code. This exists nowhere else that staff could find in the metropolitan area, neighboring cities, or even the county to the extent that it references setbacks for gravesites. Staff finds that there's no reason to keep the setback provision.

This started out as a legislative review, as development code amendments typically are, but it was proposed by a specific landowner - the cemetery association (two) - so we revised this to be a quasi-judicial review and provided notice to property owners within 500 feet of both of the cemeteries. The city received no comments in response to those notices. Additionally, we received no comments or objections from the mall owner around Crescent Grove Cemetery. Staff recommends that the Planning Commission find in favor of the proposed text amendment with any alterations as determined through the public hearing process, and that they make a final recommendation to Tigard City Council.

APPLICANT'S PRESENTATION

Keith Jones - Sr. Land Use Planner of Harper Houf Perterson Righellis - the applicant's representative, introduced himself and the woman beside him - Nancy Felton, General Manager for Crescent Grove Cemetery. Mr. Jones noted the cemetery is about 22 acres - most of it platted. Three acres of the property is at the north end un-platted. Crescent Grove hired his firm to come in and plat these additional gravesites, and to do a design for an access road and a

stormwater facility. He said he helped prepare the application for this text amendment. During that process, the 15 foot setback requirement was discovered. He said he'd had conversations with staff to try to resolve that issue. That's when they did some research. The cemetery has been around since 1852 – a long time. The city adopted zoning in 1967 and then the cemetery was in Unincorporated Washington County until 1986 when it was annexed. At that time, the setback provision was placed on the cemetery. So for 132 years the cemetery did not have setbacks, and most of the plots are platted towards the fence line. There's a concrete berm around the boundary with a metal fence on top of that. The fence is inside the property line by about 10 inches. So when they excavate a gravesite, it's going to be probably another foot back - so it'll be at least two feet back from the property line. The fence is clearly demarcating the boundaries of the cemetery. This will only apply to about two cemeteries. He noted cremations are going up in numbers and becoming much more common; land is very finite – particularly in Tigard where land is at a minimum. If this setback is imposed, it will effectively take away what they calculate to be 363 grave plots. They want to plat out about 2700. So it's a significant impact. He said that going forward – they agree with the staff recommendation to the Planning Commission and would request the same.

QUESTIONS

Most questions and discussion from the commissioners centered on whether a zero set-back might be a mistake and possibly cause problems for neighbors of cemeteries whose property may abut it.

TESTIMONY IN FAVOR – None.

TESTIMONY IN OPPOSITION – None.

PUBLIC HEARING CLOSED

DELIBERATION

Deliberation centered on whether a 2 ½ foot buffer might be better than a zero setback.

After a rather lengthy deliberation, President Fitzgerald asked all the commissioners to weigh in with their thoughts. The commission was divided as to whether to go with staff's recommendation or to change it to include a 2 ½ foot buffer to prevent people from accidentally hitting a casket while digging a fence, or perhaps planting a tree. One of the commissioners thought that imposing a 2 ½ foot buffer where it's not a problem (next to a road for instance) is unnecessary and that perhaps they should require that buffer only when needed. Others agreed with staff's recommendation as is.

President Fitzgerald said she would entertain a motion to see where the commissioners are at and if they have a majority one way or the other. She noted that this is just a recommendation and that the City Council could take into account the other commissioner's concerns over the 2 ½ foot buffer idea if they believe it warrants action.

MOTION

Commissioner Hu made the following motion: “I move that the Planning Commission forward a recommendation of approval to the City Council of application number DCA2016-00001 and adoption of the findings contained in the staff report and based on the testimony received.” Commissioner Jelinek seconded the recommendation.

In favor, Commissioners Jelinek, Fitzgerald, Hu, Middaugh, and McDowell.
Opposed – Commissioners Lieuallen, Muldoon, and Schmidt.

RECOMMENDATION TO APPROVE PASSES 5 - 3.

RE-OPEN PUBLIC HEARING

President Fitzgerald re-opened the continued hearing from August 29.

PUBLIC HEARING (CONTINUED) 7:05 p.m.

RIVER TERRACE EAST MULTI-FAMILY
PLANNED DEVELOPMENT REVIEW (PDR) 2016-00008;
SITE DEVELOPMENT REVIEW (SDR) 2016-00005

REQUEST: Concurrent Planned Development Concept Plan and Detailed Development Plan review is requested for the River Terrace East multifamily site, which will include 141 multifamily dwelling units in nine buildings on a 4.97- acre site. The Tigard Planning Commission approved the River Terrace East planned development conceptual plan on August 24, 2015 (case files PDR2015-00006, SUB201-50009, and SLR2015-00007). This application is for the development of the multifamily lot of the River Terrace East planned development.

LOCATION: 13240 SW Roy Rogers Road, east of SW Roy Rogers Road; Washington County Tax Map 2S10600 Tax Lots 01400 and 01401. ZONES: R-25(PD): Medium High-Density Residential District. APPLICABLE REVIEW CRITERIA: Community Development Code Chapters 18.350, 18.390, 18.510, 18.660, 18.705, 18.715, 18.720, 18.730, 18.745, 18.765, 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 Mooney, Lieuallen, Muldoon, Schmidt, Hu, Middaugh, and McDowell. No one wished to challenge the jurisdiction of the commission.

STAFF REPORT

Gary Pagenstecher, City of Tigard Associate Planner, went over the Concept Plan portion of the staff report first. He said he will review the Detailed Plan portion of the report after the Concept Plan has been deliberated and moved upon by the commission. (Staff reports are available on the City website one week before public hearings.) Gary went over the history of the first hearing. He

noted that at the August 29 hearing, staff had recommended denial of the original concept plan because of some unsettled circumstances regarding stormwater – and also because of the approximate ten percent slope that is characteristic of the site and how the proposal was dealing with that. As a result of staff’s recommendation to deny, the applicant requested to continue the original hearing to have time to provide additional information to address those shortcomings that were the basis of the denial. The hearing was continued to October 3 at that time. On September 12 the applicant resubmitted revised plans. The reason for the denial recommendation was that in staff’s view, the natural features of the site according to the concept plan approval criteria were not fully protected. The overall slope of the site was the natural feature - not a sensitive land, but a natural characteristic of the land. The original proposal had substantial retaining walls all along Roy Rogers Road at about 10 feet in height or so and running about 500’ in length. The applicant had said that was so they could level the site sufficiently to step the buildings north to south - but not east to west. The innovation of this newly revised proposal is where they’ve stepped the buildings east to west as well, and lowered the retaining walls along Roy Rogers Road - such that staff can now recommend approval of the concept plan. Gary noted the applicant will go into detail about the other changes they’d made.

QUESTIONS

Commissioner Muldoon questioned the staff recommendation where it was noted in the last sentence (that he assumes refers to condition nine), where it says “Staff further recommends that the request to defer compliance with Section 18.660.030.B to final plat approval be granted.”

Gary Pagenstecher said that looked to be an error on the staff recommendation and asked that the Developmental Review Engineer, who was in the audience, come up and address that. Greg Berry came up and confirmed that the last sentence in the recommendation was in error because this isn’t a sub-division. He said “Condition Nine requires the applicant to submit a written deferral agreement - and there’s no reference to a plat. Condition Nine states: "Prior to any site work, the applicant shall submit a written deferral agreement in a form satisfactory to the City that meets the requirements of 18.660.030.C.2.b” and that condition remains in effect. So they have to meet Condition Nine – but there is no “plat” - therefore, the last sentence of the staff recommendation should be stricken.”

The question was asked if there are other government bodies that are involved in whatever goes on here – Clean Water Services, etc. If so, have they made determinations, or are they in the process of? Is there some dependence upon what we do here or vice versa – to move this matter along? The comment letters are attached to the decision. Those comments are included in whole and have been incorporated in the body of the recommendation to the Planning Commission. However, there is some outstanding reviews occurring for the off-site stormwater facilities which the applicant can address.

Another commissioner said he wanted to make sure that everything in the 45 pages of conditions was either met, deemed not applicable, or is in the process of being met. Is that the case? Yes, that is my conclusion. The applicable criteria are met or have otherwise been conditioned to be met.

APPLICANT’S PRESENTATION REGARDING THE CONCEPT PLAN

Li Alligood, Sr. Planner with OTAK, the applicant's representative, introduced herself - along with her OTAK colleague, Steve Dixon. Li went through a presentation regarding the Concept Design (Exhibit A). She said they had reviewed the conditions of approval as had the applicant's attorney, and they all completely agree with staff's recommendations. Their request is for concurrent Planned Development Concept Plan and Detailed Development Plan. They are proposing 141 dwelling units in 9 buildings within the River Terrace East Planned Development (approved as PDR 2015-00006) – eight of those are multi-family buildings and one is a clubhouse that includes dwelling units and also some recreational uses. The Concept Design consists of building placement, pedestrian and vehicular circulation, as well as usable open space. At this point, Steve Dixon came up and explained how they had decided upon those circulation routes. Steve noted the site is characterized by the grade – an approximate 40' fall from north to south – from the PGE substation down to the future Road A and the forested area. The upper half slopes approximately 20' from east to west towards Roy Rogers. That grade became the primary challenge as to how to site the buildings. He went on to explain the Concept Plan while trying not to confuse it with the Detailed Plan. Going back to the previous plan, they'd looked at trying to skew the buildings so that they actually sat and worked with the grade stepping down the hill. However, that left awkward small spaces as the buildings ran into the edges of the site and it became difficult to circulate around those. It still left them with the challenge of addressing the fall from east to west. In theory it appears to work better with the grade, but with the site work they were able to step those buildings and they believe this is a more meaningful site plan.

QUESTIONS ABOUT CONCEPT PLAN – None.

TESTIMONY IN FAVOR – None

TESTIMONY IN OPPOSITION – None

PUBLIC HEARING CLOSED FOR THE CONCEPT PLAN

DELIBERATION ON CONCEPT PLAN

After a very short deliberation - one or two comments - a motion was made.

MOTION

Commissioner Muldoon moved: “Regarding River Terrace East, Multi-Family Planned Development PDR2016-00008 and Site Development Review SDR2016-00005, I move for approval of the application and adoption of the findings pertaining to the Concept Plan with its Conditions of Approval within the staff report.” Commissioner Middaugh seconded the motion.

All in favor – none opposed.

CONCEPT PLAN PASSES UNANIMOUSLY

REOPENED HEARING FOR DETAILED PLAN

STAFF REPORT ON DETAILED PLAN

The staff report is available on-line at the City website one week prior to the hearing. Associate Planner Gary Pagenstecher said he would focus his comments on – not describing the project, because the applicant would do a more thorough job of describing it. His comments were focused on the elements that it takes to get an approval for this project. With those conditions – staff recommends approval.

APPLICANT CONTINUES PRESENTATION REGARDING DETAILED PLAN

Li Alligood and Steve Dixon noted that as part of the detailed design package they'd provided some models to demonstrate what the open space looks like and how the buildings interact with each other and with the space. These models can be seen on Exhibit A, Pages 9-11. Li and Steve went over each page elaborating on the various features – noting particularly, the ADA accessibility and the step down of the buildings down the site.

Ben Bortolazzo, the urban designer (and building designer) with OTAK, briefly described the concept of the detailed design of the buildings. He noted the buildings are four stories on the downhill side – the south side - and three stories on the uphill side to negotiate the grade. On page 14 of Exhibit A there are examples of two of the most representative buildings - the 12-Plex and 21/22-Plex units. The number of units vary simply due to the orientation to the building – whether there's a garage on the downhill side or on the uphill side. For instance, the 12-plex on top has the garage on the downhill side so you can have it on the uphill... that will basically be the side that has only three stories. The architecture tries to break up the building as much as possible – especially for the longer building – the 21/22-Plex – they try to break that up almost like town homes so you'd try to generally emphasize the living areas so there are typically three windows – plenty of light and air. The top units are all vaulted ceilings and they are also trying to take advantage of views. Wherever possible they try to have living units on the corners, therefore capitalizing on the views.

Steve Dixon went over the revised site grading and the challenges. The challenges were the high retaining walls along Roy Rogers. They lowered them by creating additional retaining on the east side of the project. Those walls lower the site in relation to the townhomes – so those walls will be exposed on our site. We're not building walls up above the townhome site. They created a terraced system of retaining walls. The grade hasn't magically disappeared but they've tried to minimize the visual impact – which is the primary issue.

Civil Engineer Mike Peebles from OTAK talked about the grading. The initial plan had some very tall retaining walls and they were able to get down from a 20' wall down to 8 ½ feet at the north end and from a 10 ½' wall to about 4 ½' on the south end. The grade didn't go away – they just managed it in different places, both on the east side through grade changes, through the building, and some terracing of walls adjacent to Roy Rogers. Stormwater facility-wise Mr. Peebles went over pages 19 – 27 of Exhibit A detailing the revisions.

In conclusion, the OTAK team said they had worked closely with staff to address concerns related to grading and stormwater facility design; staff recommends approval; and the applicant respectfully requests approval of the application

QUESTIONS

With four stories – will there be stairways or elevators – will they be accessible for people with physical disabilities? Generally speaking, these are buildings that don't have elevators, so we're required to provide accessibility for the ground floor units only.

Was the issue of traffic noise addressed? We don't expect there to be a noise issue.

There were a few more questions and comments regarding rental/market rates; parking spaces; and walk-ability – which were addressed by the applicant and staff.

TESTIMONY IN FAVOR –None

TESTIMONY IN OPPOSITION – None

CLOSED PUBLIC HEARING

DELIBERATION ON DETAILED PLAN

Deliberation was very short. The consensus of the commission was very favorable. They liked the detailed plan; the natural feature of the slope; the plan; the creative clean solution – especially around the drainage issue; and they think the plan looks great.

The commissioners commended staff and the applicant saying they'd done a terrific job. They feel very good about this proposal.

The large number of conditions gave one commissioner pause. However, she believes this is much better than the first time around.

MOTION

There was an original motion made that inadvertently left off striking the last sentence of the staff recommendation; so, after a bit more deliberation, the final motion was made by Commissioner Muldoon and seconded by Commissioner McDowell.

“Regarding the DETAILED PLAN - River Terrace East, Multi-Family Planned Development PDR2016-00008 and Site Development Review SDR2016-00005, I move for APPROVAL of the application and adoption of the findings and Conditions of Approval within the staff report and that we strike the last sentence in the staff recommendation which reads: ‘Staff further recommends that the request to defer compliance with Section 18.660.030.B to final plat approval be granted’ as discussed in the hearing tonight.”

All in favor – none opposed.

RESULT:

MOTION TO APPROVE THE DETAILED PLAN PASSES UNANIMOUSLY.

OTHER BUSINESS – Tom McGuire asked the commissioners how they thought the joint meeting with the City Council went. The consensus was it went well and that they were graciously received.

Tom also noted that there were new commissioners, and that they would be possibly adding even more new commissioners at the end of the year. Because of this turnover, he asked if the commissioners would like to set up a tour of River Terrace again. (A tour had taken place a few years prior). The answer was yes, a River Terrace tour after the first of the year would be great. Staff will plan on that.

ADJOURNMENT

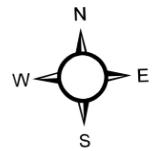
President Fitzgerald adjourned the meeting at 9:30 p.m.

Doreen Laughlin, Planning Commission Secretary

ATTEST: President Fitzgerald

Crescent Grove Cemetry Proposed Expansion (Shown with 15-foot Setback)

ATTACHMENT 3



50 25 0 50 Feet

Air Photo: Summer 2012
Created: May 24, 2016 - KBJ

HHPR Harper
Houf Peterson
Righellis Inc.

ENGINEERS ♦ PLANNERS
LANDSCAPE ARCHITECTS ♦ SURVEYORS
205 SE Spokane Street, Suite 200, Portland, OR 97202
PHONE: 503.221.1131 www.hhpr.com FAX: 503.221.1171



Saint Anthony's Cemetery

11735

11585

13775

13785

13780

13770

13775

13780

13770

13815

GAARDE ST

117TH AVE

115TH AVE



AIS-2857

6.

Business Meeting

Meeting Date: 10/25/2016

Length (in minutes): 20 Minutes

Agenda Title: CONSIDER RESOLUTION TO APPROVE LAKE OSWEGO-TIGARD PARTNERSHIP IGA FOURTH AMENDMENT

Prepared For: Dennis Koellermeier **Submitted By:** Marissa Grass, Public Works

Item Type: Resolution **Meeting Type:** Council Business Meeting - Main

Public Hearing No

Newspaper Legal Ad Required?:

Public Hearing Publication

Date in Newspaper:

Information

ISSUE

Amendment to the Lake Oswego Tigard Water Partnership Intergovernmental Agreement (IGA) to include funding one half of the cost to repair the Waluga Reservoir roof.

STAFF RECOMMENDATION / ACTION REQUEST

Adopt the resolution approving the fourth amendment to the Lake Oswego Tigard Water Partnership IGA and authorize the mayor to execute the amendment.

KEY FACTS AND INFORMATION SUMMARY

In August 2008, the cities of Tigard and Lake Oswego entered into a partnership regarding the design, construction and operation of water supply facilities to serve both communities.

On August 9, 2016, City Council directed staff to bring forward a fourth amendment to the Lake Oswego Tigard Water Partnership IGA to fund one-half the cost of roof repair on Waluga Reservoir No. 1.

The amendment to the IGA reflects this additional project.

OTHER ALTERNATIVES

N/A

COUNCIL OR CCDA GOALS, POLICIES, MASTER PLANS

DATES OF PREVIOUS CONSIDERATION

Council discussed this amendment on August 9, 2016.

Fiscal Impact

Cost: \$1,451,500

Budgeted (yes or no): No

Where Budgeted (department/program):

Additional Fiscal Notes:

While this specific project is not included in the FY 2016-17 budget, staff expects the expense to be covered by unused contingency available in the larger Lake Oswego Tigard Water Partnership program budget. Estimated project costs including management, engineering and contingency is currently \$2.9M. The resolution includes a 50/50 cost share of the improvement costs.

Attachments

IGA Fourth Amendment Memo

IGA Fourth Amendment Resolution

IGA Fourth Amendment Resolution Exhibit 1



City of Tigard Memorandum

To: Tigard City Council

From: Brian Rager, Public Works Director

Re: Resolution Authorizing Amendment No. 4 to Intergovernmental Agreement

Date: October 25, 2016

In August 2008, the cities of Tigard and Lake Oswego entered in to a partnership regarding the design, construction and operation of water supply facilities to serve both communities.

On August 9, 2016, Tigard City Council directed staff to bring forward a resolution authorizing an amendment to the partnership agreement. 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 resolution is to memorialize Tigard's decision to participate in the replacement of the roof for Waluga 1.

On September 23, 2016, Lake Oswego City Council authorized Mayor Ken Studebaker to execute the fourth amendment to the agreement to include replacement of the roof. The purpose of this item is for Tigard City Council to consider doing the same.

The attached memo was prepared in preparation for the Lake Oswego Council meeting and includes additional detail. In the memo, Project Director Joel Komarek covers:

- Prior amendments to the Lake Oswego-Tigard Water Partnership Intergovernmental Agreement
- Details about the Oversight Committee's recommendation and actions related to roof replacement
- Information about Tigard's decision to participate in the roof repair.

Staff recommends council adopt the resolution approving the fourth amendment to the Lake Oswego Tigard Water Partnership IGA and authorize the mayor to execute the amendment.



TO: Kent Studebaker, Mayor
Members of the City Council

FROM: Joel B. Komarek, P.E., Project Director
Lake Oswego-Tigard Water Partnership

SUBJECT: Resolution 16-50: Authorizing Amendment No. 4 to Intergovernmental Agreement.

DATE: September 23, 2016 **MEETING DATE:** October 4, 2016

ACTION

Move to adopt Resolution 16-50 a Resolution of the City Council of the City of Lake Oswego authorizing the Mayor to sign a fourth amendment to Intergovernmental Agreement between Lake Oswego and Tigard regarding water supply facilities, design, construction, and operation.

INTRODUCTION/BACKGROUND

On August 6, 2008, the cities of Lake Oswego and Tigard entered into an Intergovernmental Agreement (“Agreement”) creating the Lake Oswego-Tigard Water Partnership (“Partnership”). Since that time the Agreement has been amended three times for the reasons summarized below:

Amendment #1 (December 9, 2008) – IGA amended to reflect amount Tigard is obligated to pay to Lake Oswego for use of existing Lake Oswego water system assets that have available capacity to serve Tigard (aka “Buy-in amount”). This amendment adopted Exhibits 1, 6, and 7 of the Agreement and revised Articles 4.1 and 5.1.

Amendment #2 (December 14, 2010) – This amendment adopted a Supply Facilities Capital Improvement Program (SFCIP) for the Partnership and revised Exhibits 3 and 7 to the Agreement. The SFCIP became the guiding document for permitting, design, financing and construction of the Initial Expansion¹.

¹ The IGA defines Initial Expansion as “The design, permitting and construction of new and expanded Supply Facilities...to provide 32 million gallons per day capacity by 2016 with the capability to further expand up to 38 million gallons per day...when it appears the water demands of the parties will exceed 32 mgd.”

Amendment #3 (December 19, 2013) – This amendment re-allocated 4 mgd of water supply from Lake Oswego to Tigard; revised Exhibits 6 and 7; reflected the addition of the Mapleton properties to the Partnership asset mix, corrected inconsistencies in the original Agreement, and reconciled the original “buy-in” amount to reflect the above changes.

DISCUSSION

At its January 11, 2016, meeting the Oversight Committee (OVC) was informed by staff that a recent condition assessment and structural analysis of the existing Waluga Reservoir No. 1 (WR1) revealed that the roof was exhibiting signs of deformation around the supporting roof columns and that the roof would likely fail if subjected to strong earthquake forces. Staff explained that due to the critical function this reservoir provides to Lake Oswego and Tigard, it would be prudent to proceed quickly ahead with the permitting, design and construction of a new roof. The OVC acknowledged the need for quick action and agreed that the roof replacement project should proceed ahead with permitting and design.

Since the January meeting, the Managing Agency through its consultants has completed the permitting and design of the roof replacement and has entered into a construction contract with Ward-Henshaw Construction Company, Inc. for construction of the new roof. The contract amount of \$2,417,006 represents the lowest price proposal received from three respondents to the City’s request for proposals.

Because WR1 has no available excess capacity to serve Tigard, it was excluded from the initial or subsequent “buy-in” by Tigard for its proportionate share of existing assets. However, during design of the new Waluga Reservoir No. 2 (WR2), it was determined that the two reservoirs needed to be physically and hydraulically connected to facilitate future inspection and maintenance of both tanks and to replace Tigard’s capacity share of WR2 storage in WR1, in the event WR2 is taken out of service. For these reasons, Staff opined that since Tigard will receive periodic benefit from WR1 and that operating both reservoirs in tandem provides an additional measure of reliability and resiliency, it would seem reasonable for Tigard to share in the cost of the roof replacement.

On August 9, the Tigard Council deliberated on the question of its participation in the roof replacement project and decided it would fund 50% of the project cost. That decision is the basis for Amendment #4 to the Agreement.

SUMMARY

Replacement of WR1 roof was not contemplated by the original Agreement nor subsequent amendments. It has no excess capacity to serve Tigard, but provides an important back-up supply of stored water to Tigard in the event WR2 is offline. Under normal operations all water pumped from the WTP first enters WR2, then flows to WR1 and then to Tigard and LO. For these reasons Tigard has agreed to a 50% cost share in the project.

To memorialize the above decision, amendment #4 to the Agreement has been prepared by Staff.

RECOMMENDATION

It is recommended that Council approve Resolution 16-50 authorizing the Mayor to sign a fourth amendment to Intergovernmental Agreement between Lake Oswego and Tigard regarding water supply facilities, design, construction, and operation

ATTACHMENTS

1. Resolution 16-50

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

A RESOLUTION APPROVING THE FOURTH AMENDMENT TO THE WATER PARTNERSHIP INTERGOVERNMENTAL AGREEMENT BETWEEN LAKE OSWEGO AND TIGARD REGARDING WATER SUPPLY FACILITIES, DESIGN, CONSTRUCTION, AND OPERATION TO INCLUDE REPLACEMENT OF THE ROOF AT WALUGA RESERVOIR NO. 1.

WHEREAS, on August 6, 2008, the Parties executed the Intergovernmental Agreement Regarding Water Supply Facilities, Design, Construction, and Operation (“Agreement”); and

WHEREAS, the Agreement contains various exhibits identifying the assets to be constructed with the Initial Expansion and the allocation of costs of those assets to the Parties; and

WHEREAS, the Agreement provides that from time to time exhibits may be revised or new exhibits added based upon further evaluation and studies; and

WHEREAS, further evaluation and studies have occurred and the Parties agree that certain exhibits should be amended to reflect this updated information.

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

SECTION 1: The Mayor is authorized to sign the fourth amendment to the Agreement in the form attached hereto as Exhibit ‘A,’ and revising Exhibit 7 to the Agreement.

SECTION 2: This resolution is effective immediately upon passage.

PASSED: This _____ day of _____ 2016.

Mayor - City of Tigard

ATTEST:

City Recorder - City of Tigard

EXHIBIT 7

Exhibit A

ALLOCATION OF SYSTEM IMPROVEMENT COSTS TO THE PARTIES

	Cost of Improvements	Lake Oswego		Tigard	
		Allocation (%)	Share (\$)	Allocation (%)	Share (\$)
Project Costs*					
Water Treatment Plant - 38 mgd Expansion	\$74,966,399	37.16%	\$27,857,514	62.84%	\$47,108,885
River Intake Pump Station	\$12,932,668	20/38	\$6,806,667	18/38	\$6,126,001
Raw Water Pipeline	\$24,540,330	20/38	\$12,915,963	18/38	\$11,624,367
Finished Water Pipeline	\$52,856,778				
- WTP to South Side of Oswego Lake	\$25,583,609	20/38	\$13,465,057	18/38	\$12,118,552
- South Side of Oswego Lake to North Side of Oswego Lake	\$9,732,139	12/30	\$3,892,856	18/30	\$5,839,283
- North Side of Oswego Lake to Waluga Reservoir	\$13,466,442	0%	\$500,000**	100%	\$12,966,442
- Waluga Reservoir to Bonita Pumping Station	\$4,074,588	0%	-	100%	\$4,074,588
Waluga Reservoir #2	\$8,329,497	1.7/3.5	\$4,045,756	1.8/3.5	\$4,283,741
Bonita Pumping Station	\$8,273,901	0%		100%	\$8,273,901
Waluga Reservoir #1-Roof Replacement	\$2,903,000	50%	\$1,451,500	50%	\$1,451,500
Sub-Totals	\$184,802,573	38.20%	\$70,594,583	61.80%	\$113,867,260
Program Costs					
Program Management, Permitting, Construction Management	\$34,696,785	38.20%	\$13,254,172	61.80%	\$21,442,613
Sponsor/Staff Cost (wages, transfers, materials & services, testing)	\$13,257,000	38.20%	\$5,064,174	61.80%	\$8,192,826
SCADA System Services	\$1,861,684	38.20%	\$711,163	61.80%	\$1,150,521
Legal, Land Use/ROW and Other Professional Services	\$9,644,000	38.20%	\$3,684,008	61.80%	\$5,959,992
Construction Contingency	\$8,437,000	38.20%	\$3,222,934	61.80%	\$5,214,066
Sub-Totals	\$67,896,469	38.20%	\$25,936,451	61.80%	\$41,960,018
Total Costs	\$252,699,042	38.20%	\$96,531,034	61.80%	\$156,168,008
	* - Project costs include design, construction, and mitigation contingency and are presented in 2014 dollars (assumed mid-point of construction).				
	** - Lake Oswego's half of cost to upsize this reach of FWP to 36-inch so that existing 18-inch can be retired; otherwise, LO pays 0% of new pipe in this reach.				

AIS-2809

7.

Business Meeting

Meeting Date: 10/25/2016

Length (in minutes): 10 Minutes

Agenda Title: CONSIDER AMENDMENT TO CITY MANAGER CONTRACT

Prepared For: Dana Bennett

Submitted By: Kelly Burgoyne, 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 approve an extension of the City Manger's Contract for an additional three year term?

STAFF RECOMMENDATION / ACTION REQUEST

Approve an extension of the City Manager's contract for an additional three year term and authorize the Mayor to sign the agreement on behalf of Council.

KEY FACTS AND INFORMATION SUMMARY

City Attorney Shelby Rihala negotiated with current City Manager, Marty Wine, over a contract extension on behalf of Council. A key interest for Council was to ensure consistency over the next few years as the City moves forward on a number of important Council initiatives. As a result, Shelby negotiated a "Full Performance of Contract" provision in the contract extension, providing for a portion of unused, accrued sick leave to roll into retirement if the three year term is fully served. The details of this provision can be located on page 3 section 3 (f). Other changes were largely clean-up; items such as moving expenses have been removed as they are no longer applicable. The remainder of the contract remains unchanged. A redline version of the agreement is attached along with a clean final version for review.

OTHER ALTERNATIVES

Council may elect to allow the current City Manager contract to expire on December 1, 2016 or to direct staff to make alterations to the current proposed contract extension.

COUNCIL OR CCDA GOALS, POLICIES, MASTER PLANS

N/A

DATES OF PREVIOUS CONSIDERATION

Council met in executive session with the City Attorney to discuss the City Manager's general performance and to consider a contract extension. During these meetings Council provided broad direction to the City Attorney and staff regarding the City Manager's contract. Council expressed an interest in establishing some consistency for a period, in order to provide an opportunity for mid-stream initiatives to reach a point of closure or stability. Meetings and discussions occurred on May 10, June 14 and September 27.

Attachments

City Manager Contract REDLINE

City Manager Contract FINAL



**CITY MANAGER EMPLOYMENT
AGREEMENT
2011~~2016~~-2019**

**CITY MANAGER EMPLOYMENT AGREEMENT
TABLE OF CONTENTS**

INTRODUCTION..... 1

SECTION 1: TERM 1

SECTION 2: DUTIES AND AUTHORITY..... 1

SECTION 3: COMPENSATION 2

SECTION 4: HEALTH, DISABILITY AND LIFE INSURANCE BENEFITS..... 3

SECTION 5: LEAVE BENEFITS 4

SECTION 6: RETIREMENT..... 4

SECTION 7: PROFESSIONAL AND CIVIC MEMBERSHIPS AND TRAVEL 5

SECTION 8: COMMUNICATIONS TECHNOLOGY 5

SECTION 9: TERMINATION 6

SECTION 10: SEVERANCE ERROR! BOOKMARK NOT DEFINED.

SECTION 11: RESIGNATION..... 6

SECTION 12: PERFORMANCE EVALUATION 7

SECTION 13: HOURS OF WORK 7

SECTION 14: OUTSIDE ACTIVITIES 7

SECTION 15: INDEMNIFICATION 7

SECTION 16: BONDING..... 7

SECTION 17: OTHER TERMS AND CONDITIONS OF EMPLOYMENT..... 8

SECTION 18: NOTICES 8

SECTION 19: GENERAL PROVISIONS 9

SECTION 20: ARBITRATION 9

City Manager Employment Agreement

Introduction

This Agreement, made and entered into this October ~~25~~¹⁸, 201~~6~~⁴, by and between the City of Tigard, Oregon, a municipal corporation, (hereinafter called "Employer") and Martha Wine, (hereinafter called "Employee") an individual who has the education, training and experience in local government management. Both Parties agree as follows:

Section 1: Term

This agreement shall remain in full force in effect from the date of signing until December 1, 201~~9~~⁴⁶, or until terminated by the Employer or the Employee as provided in this agreement. If not previously terminated as provided in this agreement, the term of this agreement, and the period of Employee's employment shall be automatically extended from year to year for additional periods of one year each following December 1, 201~~9~~⁴⁶, unless either party gives written notice to the other not less than ninety (90) days before the expiration of the initial or any extended term, that this agreement shall be terminated or renegotiated. The giving of such notice terminates the agreement at the end of the initial term or extended term in which such notice is given.

Section 2: Duties and Authority

Employer agrees to employ Martha Wine as City Manager to perform the functions and duties specified in the Charter and Municipal Code of the City of Tigard and to perform other legally permissible and proper duties and functions assigned by City Council. These duties and functions include, but are not limited to:

- A. Guiding, managing and directing the day-to-day administrative operations, consistent with the goals and priorities established by the Mayor and City Council;
- B. Providing strategic research, recommendations and management leadership to the Mayor and City Council on budgets, programs, policies and services;
- C. Appointing, supervising, disciplining and removing appointive personnel, except appointees of the Mayor or City Council;
- D. Acting as chief budget and fiscal officer of the City and submitting the annual budget and capital program to the Mayor and City Council;
- E. Supervising the administration of and assuming responsibility for the enforcement of all laws and ordinances executed within the City;
- F. Serving as the chief purchasing and business agent of the City;
- G. Preparing and presenting information and recommendations to the Mayor and City Council regarding the operations and policies of the City;

H. Policy advice to elected officials, and open communication with the community so as to foster responsive and courteous public service.

The Council shall meet with Employee as determined necessary by the Council for the purpose of setting goals and priorities for Employee's performance. In performing the services contemplated by this Agreement, the Employee shall faithfully observe and comply with all federal, state and local laws, City Charter, ordinances and regulations applicable to the service to be rendered under this Agreement.

Section 3: Compensation

A. Base Salary: The City agrees to pay the Employee ~~an additional \$15,000 on top of current base, which includes a 1.4% COLA from July 1, 2014, per section B below, for a total annual base salary of \$163,901~~ \$167,867.96 payable in installments at the same time and in the same manner that the other management employees of the City are paid.

B. Employee's annual base salary shall be automatically amended to reflect any cost of living adjustments that are provided by Council to management employees of the City.

C. December 1, ~~2016~~2012, and on an annual basis thereafter, consideration shall be given to increased compensation based upon Employee's satisfactory performance of Employee's duties and functions, and satisfaction of the goals and priorities established by the Council. Such increased compensation may come in the form of cost of living and/or performance adjustments to Employee's base salary, performance bonuses, or both.

D. The Employer will look to the following cities for guidance in determining appropriate compensation provided to employee: Albany, Beaverton, Gresham, Hillsboro, Lake Oswego, Milwaukie, Oregon City, Salem, Tualatin, West Linn, and Wilsonville, Oregon.

E. ~~Employee's compensation includes a one-time rent subsidy of \$4,800 payable over six equal monthly payments each due on the 15th day of the month from November 2011 to April 2012.~~

F. ~~Employer shall pay a lump-sum payment of \$3,500 for the direct expenses of moving Employee and her personal property from Newcastle, WA to Tigard, OR. Said moving expenses include packing, moving, storage costs, unpacking, and insurance charges.~~

G. ~~The Employee shall be reimbursed for the direct costs associated with the sale of Employee's existing personal residence within the first year of this agreement, said reimbursement being limited to real estate agent's fees, and other direct closing costs associated with the sale of the house, not to exceed \$10,000.~~

H. The Employee, beginning January 2016, shall receive a \$4,000 per year vehicle allowance to be paid in twelve equal, monthly payments during each the calendar year of this agreement.

F. Should the Employee serve the full length of the current agreement, through December 1, 2019, then the Employee shall be eligible for conversion of accrued, unpaid sick leave to the 401-A retirement plan. Rules and restrictions include the following: the contribution to the Employee's 401A retirement plan shall occur at the time of separation of service; the calculation of the sick leave converted shall be based on the Employee's accrued sick leave as of separation; the amount of leave time converted shall not exceed 50% of the accrued, unpaid sick leave; and the total amount of the conversion shall not exceed the cash value of 10% of the Employee's annual salary. Further, this is not a cash provision and shall not be altered through any agreement to provide a cash benefit in lieu of 401A contribution. This provision is nullified should the Employee be terminated or resign in lieu of termination.

Section 4: Health, Disability and Life Insurance Benefits

- A. The Employer agrees to provide the same health and welfare benefits for the Employee and her dependents, and to contribute towards the cost of such benefits, to the same degree that it provides and contributes to all other management employees of the City. In the event Employee is required to contribute toward the premium cost of such benefits, Employee agrees to the deduction of such amounts from employee's paycheck.
- B. The Employer agrees to provide and to contribute towards the cost of a standard life insurance policy for the Employee to the same degree that it provides and contributes to all other management employees of the City.
- C. The Employer agrees to put into force and to contribute towards the cost of long term disability coverage for the Employee to the same degree that it provides and contributes to all other management employees of the City.
- D. The Employer shall make a monthly contribution to the Employee's VEBA account in the same amount or at the same rate as made for the management employees of the City.
- E. The Employer shall contribute up to \$1,000 per year, based upon submittal of actual billings by the Employee for Life Insurance, Long Term Care Insurance, or both, as selected by the Employee. The Employee shall name the beneficiary of the insurance policy(ies).

Section 5: Leave Benefits

The Employee shall accrue leave benefits pursuant to the Paid Time Off Policy, No. 19.0, of the Management, Supervisory, and Confidential Employees Personnel Policies of the City of Tigard, with the following exceptions:

- A. Paid Time Off shall accrue at a rate based on 20 years of service as of the date of this agreement, and shall continue to increase according to the accrual schedule in the Policy as it currently exists or as it may be adjusted in the future.
- B. Policy No. 19.0 states that regular full time employees will be credited with an additional 40 hours of PTO leave when they have completed their initial probationary period. The Employee shall begin employment with an initial 40 hours of PTO leave.
- C. The Employee shall accrue an additional two days of Paid Time Off above the levels provided in the Policy in recognition of the additional management leave currently provided to the Employee above the management leave provided to other management employees of the City.
- D. Except as otherwise stated in this Section, the Employee is entitled to accrue all unused leave without limit. In the event the Employee's employment is terminated, either voluntarily or involuntarily, the Employee shall be compensated for all Paid Time Off accrued prior to the date of termination. Employee shall not be eligible to

receive any cash or retirement credit for unused Medical Leave Bank leave, except as provided for in Section 3, subsection F above.

Section 6: Retirement

- A. For the first six months of this agreement, at the end of months three through six Employer agrees to pay into a deferred compensation program, with ICMA, a sum equal to the 11% contribution the City would otherwise contribute to a retirement plan under subparagraph (B), below.
- B. Six months from the date of hire after signing this agreement and continuing over the life of the agreement, Subparagraph A will be retired and instead Employer agrees to pay an amount equal to the City's 401(A) retirement plan contribution as is made for all other management employees in equal proportionate amount each pay period.
- C. The Employer agrees to match any employee contributions to a City-approved deferred compensation plan up to 5% of employee salary.

Section 7: Professional and Civic Memberships and Travel

The Employer agrees to budget for and to pay for professional dues and subscriptions of the Employee necessary for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer. Eligible professional organizations include the International City Managers' Association, the Government Finance Officers' Association, and such other organizations as may be approved from time to time by the City Council.

The Employer agrees to budget for and to pay for travel and subsistence expenses of the Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of the Employee and to pursue necessary official functions for the Employer, including but not limited to the ICMA Annual Conference or the GFOA Annual Conference, the League of Oregon Cities, and such other national, regional, state, and local governmental groups and committees in which the Employee serves as a member, as may be approved from time to time by the City Council.

The Employer agrees to budget for and to pay for travel and subsistence expenses of the Employee for short courses, institutes, and seminars that are necessary for the Employee's professional development and for the good of the Employer, as may be approved from time to time by the City Council.

The Employer acknowledges the value of having the Employee participate and be directly involved in local civic clubs or organizations. Accordingly, the Employer shall pay for the reasonable membership fees and/or dues to enable the Employee to become an active member in local civic clubs or organizations, as may be approved from time to time by the City Council.

Section 8: Communications Technology

In addition to the stipend provided under the City's personal cellular, PDA, and Smartphone Stipends Policy, Employer shall furnish Employee with information technology equipment and software consistent with, and of equivalent quality to, the highest quality and most recent equipment and software that Employer furnishes to members of the City Council.

Section 9: Termination

For the purpose of this agreement, termination shall occur when:

- A. The majority of the governing body votes to terminate the Employee at a duly authorized public meeting.
- B. If the Employer, citizens, or the legislature acts to amend any provisions of the City Charter pertaining to the role, powers, duties, authority, responsibilities of the Employee's position that substantially changes the form of government, the Employee shall have the right to declare that such amendments constitute termination.
- C. If the Employer reduces the base salary, compensation or any other financial benefit of the Employee, unless it is applied in no greater percentage than the average reduction of all department heads, such action shall constitute a breach of this agreement and will be regarded as a termination.
- D. If the Employee resigns following an offer to accept resignation, whether formal or informal, by the Employer, then the Employee may declare a termination as of the date of the suggestion.

Written notice of a breach of contract shall be provided in accordance with the provisions of Section 18.

Section 10: Severance

In the event Employee is terminated by the City Council during such a time that Employee is willing and able to perform Employee's duties under this Agreement, then in that event Employer agrees to pay Employee a lump sum cash payment equal to seven (7) months aggregate salary. Employer will also continue, at its expense, Employee's health and welfare and life insurance benefits for 7 months, or until Employee is professionally reemployed, whichever comes first. In the event Employee is terminated for gross negligence or misconduct that is deemed detrimental to the best interests of the City, Employer shall have no obligation to pay any of the severance payments or benefits provided in this paragraph.

Section 11: Resignation

In the event that the Employee voluntarily resigns her position with the Employer, the Employee shall provide a minimum of ~~30~~60 days' notice unless the parties agree otherwise.

Section 12: Performance Evaluation

The Employer shall annually review the performance of the Employee in December subject to a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by the Employer and the Employee. The process at a minimum shall include the opportunity for both parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation, and (3) present a written summary of the evaluation results. The final written evaluation should be completed and delivered to the Employee within 30 days of the evaluation meeting.

The date during which the annual performance evaluation must be conducted may be adjusted by mutual consent of the parties.

Section 13: Hours of Work

It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the Employer, and to that end the Employee shall be allowed to establish an appropriate work schedule.

Section 14: Outside Activities

The employment provided for by this Agreement shall be the Employee's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Employer and the community, the Employee may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements shall not constitute interference with or a conflict of interest with his or her responsibilities under this Agreement.

Section 15: Indemnification

To the full extent permitted by law, the Employer shall defend, save harmless and indemnify the Employee against any tort, professional liability claim, administrative proceeding or action, or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring within the course and scope of the Employee's duties as City Manager unless the act or omission involved gross negligence or willful or wanton conduct under which circumstance the Employee shall be responsible for any and all damages, costs and fees caused by the misconduct or negligence herself. The Employee's actions within the course and scope of her employment shall be indemnified by the City until the statute of limitations has expired without regard to her continued employment with the City.

Legal representation, provided by the Employer for the Employee, shall extend until a final determination of the legal action including any appeals brought by Employer or other party. Any settlement of any claim must be made with prior approval of the Employer in order for indemnification, as provided in this Section, to be available.

The Employee recognizes that the Employer shall have the right to compromise or settle any claim, suit, proceeding or action. The City agrees to defend, hold harmless, and indemnify the Employee from any and all demands, claims, suits, actions, and legal proceedings brought against Employee in her individual capacity, or in her official capacity as agent and employee of the City, as to any actions of Employee within the scope of her employment. The City agrees to pay premiums on appropriate insurance policies through the City's normal insurance program and through the Public Officials Liability Insurance Program of the International City Management Association.

Section 16: Bonding

The Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 17: Other Terms and Conditions of Employment

The Employer, only upon agreement with the Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to Employee's performance, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City of Tigard Charter or any other law.

Except as otherwise provided in this Agreement, the Employee shall be entitled to the highest level of benefits that are enjoyed by department heads of the Employer as provided in the Charter, Code, Personnel Rules and Regulations or by practice.

Section 18: Notices

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

(1) EMPLOYER: Mayor
City of Tigard
13125 SW Hall Blvd.
Tigard, Oregon 97223

(2) EMPLOYEE: Martha Wine
4537 SW Arnold Street ~~9202 118th Ct SE~~
Portland, OR 97219 ~~Newcastle WA 98056~~

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 19: General Provisions

A. Integration. This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this agreement during the life of the agreement. Such amendments shall be incorporated and made a part of this agreement.

B. Binding Effect. This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.

C. Effective Date. This Agreement shall become effective on _____.

D. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

Section 20: Arbitration

The parties agree that any dispute about the validity, interpretation, effect or alleged violation of this Agreement by either Employee or the City must be submitted to final and binding arbitration pursuant to the then effective arbitration rules of Arbitration Service of Portland, Inc. or the American Arbitration Association, whichever organization is selected by the party who first initiates arbitration by filing a claim in accordance with the filing rules of the organization selected. The parties agree that the prevailing party will be entitled to recover its reasonable attorneys' fees, costs, and damages from the losing party that may be incurred as a result of the arbitration claim. The parties agree that judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof.

IN WITNEES WHEREOF, the CITY OF TIGARD, OREGON has cause this Agreement to be signed and executed and the EMPLOYEE has signed and executed this Agreement, both in duplicate, on the date first written above.

_____, Mayor
(print name)

_____, City Employee
(print name)

ATTEST: City Recorder

APPROVED AS TO FORM
City Attorney



**CITY MANAGER EMPLOYMENT
AGREEMENT
2011-2019**

**CITY MANAGER EMPLOYMENT AGREEMENT
TABLE OF CONTENTS**

INTRODUCTION 1

SECTION 1: TERM 1

SECTION 2: DUTIES AND AUTHORITY 1

SECTION 3: COMPENSATION 2

SECTION 4: HEALTH, DISABILITY AND LIFE INSURANCE BENEFITS 3

SECTION 5: LEAVE BENEFITS 3

SECTION 6: RETIREMENT 4

SECTION 7: PROFESSIONAL AND CIVIC MEMBERSHIPS AND TRAVEL 4

SECTION 8: COMMUNICATIONS TECHNOLOGY 5

SECTION 9: TERMINATION 5

SECTION 10: SEVERANCE ERROR! BOOKMARK NOT DEFINED.

SECTION 11: RESIGNATION 6

SECTION 12: PERFORMANCE EVALUATION 6

SECTION 13: HOURS OF WORK 6

SECTION 14: OUTSIDE ACTIVITIES 6

SECTION 15: INDEMNIFICATION 6

SECTION 16: BONDING 7

SECTION 17: OTHER TERMS AND CONDITIONS OF EMPLOYMENT 7

SECTION 18: NOTICES 7

SECTION 19: GENERAL PROVISIONS 8

SECTION 20: ARBITRATION 8

City Manager Employment Agreement

Introduction

This Agreement, made and entered into this October 25, 2016, by and between the City of Tigard, Oregon, a municipal corporation, (hereinafter called "Employer") and Martha Wine, (hereinafter called "Employee") an individual who has the education, training and experience in local government management. Both Parties agree as follows:

Section 1: Term

This agreement shall remain in full force in effect from the date of signing until December 1, 2019, or until terminated by the Employer or the Employee as provided in this agreement. If not previously terminated as provided in this agreement, the term of this agreement, and the period of Employee's employment shall be automatically extended from year to year for additional periods of one year each following December 1, 2019, unless either party gives written notice to the other not less than ninety (90) days before the expiration of the initial or any extended term, that this agreement shall be terminated or renegotiated. The giving of such notice terminates the agreement at the end of the initial term or extended term in which such notice is given.

Section 2: Duties and Authority

Employer agrees to employ Martha Wine as City Manager to perform the functions and duties specified in the Charter and Municipal Code of the City of Tigard and to perform other legally permissible and proper duties and functions assigned by City Council. These duties and functions include, but are not limited to:

- A. Guiding, managing and directing the day-to-day administrative operations, consistent with the goals and priorities established by the Mayor and City Council;
- B. Providing strategic research, recommendations and management leadership to the Mayor and City Council on budgets, programs, policies and services;
- C. Appointing, supervising, disciplining and removing appointive personnel, except appointees of the Mayor or City Council;
- D. Acting as chief budget and fiscal officer of the City and submitting the annual budget and capital program to the Mayor and City Council;
- E. Supervising the administration of and assuming responsibility for the enforcement of all laws and ordinances executed within the City;
- F. Serving as the chief purchasing and business agent of the City;
- G. Preparing and presenting information and recommendations to the Mayor and City Council regarding the operations and policies of the City;

H. Policy advice to elected officials, and open communication with the community so as to foster responsive and courteous public service.

The Council shall meet with Employee as determined necessary by the Council for the purpose of setting goals and priorities for Employee's performance. In performing the services contemplated by this Agreement, the Employee shall faithfully observe and comply with all federal, state and local laws, City Charter, ordinances and regulations applicable to the service to be rendered under this Agreement.

Section 3: Compensation

A. Base Salary: The City agrees to pay the Employee \$167,867.96 payable in installments at the same time and in the same manner that the other management employees of the City are paid.

B. Employee's annual base salary shall be automatically amended to reflect any cost of living adjustments that are provided by Council to management employees of the City.

C. December 1, 2016, and on an annual basis thereafter, consideration shall be given to increased compensation based upon Employee's satisfactory performance of Employee's duties and functions, and satisfaction of the goals and priorities established by the Council. Such increased compensation may come in the form of cost of living and/or performance adjustments to Employee's base salary, performance bonuses, or both.

D. The Employer will look to the following cities for guidance in determining appropriate compensation provided to employee: Albany, Beaverton, Gresham, Hillsboro, Lake Oswego, Milwaukie, Oregon City, Salem, Tualatin, West Linn, and Wilsonville, Oregon.

E. The Employee, beginning January 2016, shall receive a \$4,000 per year vehicle allowance to be paid in twelve equal, monthly payments during each the calendar year of this agreement.

F. Should the Employee serve the full length of the current agreement, through December 1, 2019, then the Employee shall be eligible for conversion of accrued, unpaid sick leave to the 401A retirement plan. Rules and restrictions include the following: the contribution to the Employee's 401A retirement plan shall occur at the time of separation of service; the calculation of the sick leave converted shall be based on the Employee's accrued sick leave as of separation; the amount of leave time converted shall not exceed 50% of the accrued, unpaid sick leave; and the total amount of the conversion shall not exceed the cash value of 10% of the Employee's annual salary. Further, this is not a cash provision and shall not be altered through any agreement to provide a cash benefit in lieu of 401A contribution. This provision is nullified should the Employee be terminated or resign in lieu of termination.

Section 4: Health, Disability and Life Insurance Benefits

- A. The Employer agrees to provide the same health and welfare benefits for the Employee and her dependents, and to contribute towards the cost of such benefits, to the same degree that it provides and contributes to all other management employees of the City. In the event Employee is required to contribute toward the premium cost of such benefits, Employee agrees to the deduction of such amounts from employee's paycheck.
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Section 5: Leave Benefits

The Employee shall accrue leave benefits pursuant to the Paid Time Off Policy, No. 19.0, of the Management, Supervisory, and Confidential Employees Personnel Policies of the City of Tigard, with the following exceptions:

- A. Paid Time Off shall accrue at a rate based on 20 years of service as of the date of this agreement, and shall continue to increase according to the accrual schedule in the Policy as it currently exists or as it may be adjusted in the future.
- B. Policy No. 19.0 states that regular full time employees will be credited with an additional 40 hours of PTO leave when they have completed their initial probationary period. The Employee shall begin employment with an initial 40 hours of PTO leave.
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- D. Except as otherwise stated in this Section, the Employee is entitled to accrue all unused leave without limit. In the event the Employee's employment is terminated, either voluntarily or involuntarily, the Employee shall be compensated for all Paid Time Off accrued prior to the date of termination. Employee shall not be eligible to

receive any cash or retirement credit for unused Medical Leave Bank leave, except as provided for in Section 3, subsection F above.

Section 6: Retirement

- A. For the first six months of this agreement, at the end of months three through six Employer agrees to pay into a deferred compensation program, with ICMA, a sum equal to the 11% contribution the City would otherwise contribute to a retirement plan under subparagraph (B), below.
- B. Six months from the date of hire after signing this agreement and continuing over the life of the agreement, Subparagraph A will be retired and instead Employer agrees to pay an amount equal to the City's 401(A) retirement plan contribution as is made for all other management employees in equal proportionate amount each pay period.
- C. The Employer agrees to match any employee contributions to a City-approved deferred compensation plan up to 5% of employee salary.

Section 7: Professional and Civic Memberships and Travel

The Employer agrees to budget for and to pay for professional dues and subscriptions of the Employee necessary for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer. Eligible professional organizations include the International City Managers' Association, the Government Finance Officers' Association, and such other organizations as may be approved from time to time by the City Council.

The Employer agrees to budget for and to pay for travel and subsistence expenses of the Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of the Employee and to pursue necessary official functions for the Employer, including but not limited to the ICMA Annual Conference or the GFOA Annual Conference, the League of Oregon Cities, and such other national, regional, state, and local governmental groups and committees in which the Employee serves as a member, as may be approved from time to time by the City Council.

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For the purpose of this agreement, termination shall occur when:

- A. The majority of the governing body votes to terminate the Employee at a duly authorized public meeting.
- B. If the Employer, citizens, or the legislature acts to amend any provisions of the City Charter pertaining to the role, powers, duties, authority, responsibilities of the Employee's position that substantially changes the form of government, the Employee shall have the right to declare that such amendments constitute termination.
- C. If the Employer reduces the base salary, compensation or any other financial benefit of the Employee, unless it is applied in no greater percentage than the average reduction of all department heads, such action shall constitute a breach of this agreement and will be regarded as a termination.
- D. If the Employee resigns following an offer to accept resignation, whether formal or informal, by the Employer, then the Employee may declare a termination as of the date of the suggestion.

Written notice of a breach of contract shall be provided in accordance with the provisions of Section 18.

Section 10: Severance

In the event Employee is terminated by the City Council during such a time that Employee is willing and able to perform Employee's duties under this Agreement, then in that event Employer agrees to pay Employee a lump sum cash payment equal to seven (7) months aggregate salary. Employer will also continue, at its expense, Employee's health and welfare and life insurance benefits for 7 months, or until Employee is professionally reemployed, whichever comes first. In the event Employee is terminated for gross negligence or misconduct that is deemed detrimental to the best interests of the City, Employer shall have no obligation to pay any of the severance payments or benefits provided in this paragraph.

Section 11: Resignation

In the event that the Employee voluntarily resigns her position with the Employer, the Employee shall provide a minimum of 60 days' notice unless the parties agree otherwise.

Section 12: Performance Evaluation

The Employer shall annually review the performance of the Employee in December subject to a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by the Employer and the Employee. The process at a minimum shall include the opportunity for both parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation, and (3) present a written summary of the evaluation results. The final written evaluation should be completed and delivered to the Employee within 30 days of the evaluation meeting.

The date during which the annual performance evaluation must be conducted may be adjusted by mutual consent of the parties.

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13125 SW Hall Blvd.
Tigard, Oregon 97223

(2) EMPLOYEE: Martha Wine
4537 SW Arnold Street Portland, OR 97219

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

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A. Integration. This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this agreement during the life of the agreement. Such amendments shall be incorporated and made a part of this agreement.

B. Binding Effect. This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.

C. Effective Date. This Agreement shall become effective on _____.

D. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

Section 20: Arbitration

The parties agree that any dispute about the validity, interpretation, effect or alleged violation of this Agreement by either Employee or the City must be submitted to final and binding arbitration pursuant to the then effective arbitration rules of Arbitration Service of Portland, Inc. or the American Arbitration Association, whichever organization is selected by the party who first initiates arbitration by filing a claim in accordance with the filing rules of the organization selected. The parties agree that the prevailing party will be entitled to recover its reasonable attorneys' fees, costs, and damages from the losing party that may be incurred as a result of the arbitration claim. The parties agree that judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof.

IN WITNEES WHEREOF, the CITY OF TIGARD, OREGON has cause this Agreement to be signed and executed and the EMPLOYEE has signed and executed this Agreement, both in duplicate, on the date first written above.

_____, Mayor
(print name)

_____, City Employee
(print name)

ATTEST: City Recorder

APPROVED AS TO FORM
City Attorney

AIS-2854

8.

Business Meeting

Meeting Date: 10/25/2016

Length (in minutes): 10 Minutes

Agenda Title: INFORMATIONAL PUBLIC HEARING: OPEN PUBLIC COMMENT ON CITY MANAGER'S EVALUATION CRITERIA AND PROCESS

Prepared For: Dana Bennett, City Management **Submitted By:** Dana Bennett, City Management

Item Type: Public Hearing - Informational **Meeting Type:** Council Business Mtg - Study Sess.

Public Hearing: Yes

Publication Date:

Information

ISSUE

Initiating the City Manager's Annual Performance Evaluation Process. Is there any public input regarding the criteria and/or process that will be used to conduct the annual performance evaluation of the City Manager?

STAFF RECOMMENDATION / ACTION REQUEST

Receive public input regarding the criteria and/or process to be used for the City Manager's performance evaluation and then Council provides direction to staff regarding any changes desired as a result of the public hearing.

KEY FACTS AND INFORMATION SUMMARY

See attached memo to Council regarding the prior year's process and changes proposed for this year. Also attached is a blank copy of the proposed performance evaluation form, along with the employee input form and questions to be sent for external partner feedback - all for review and consideration.

Key changes to the form/process include:

1. The rating scale changed from a 4 point scaled to a 5 point scale
2. A brief definition of each rating level has been added as an appendix to the form
3. The process has been modified to provide Council with staff and external partner feedback prior to Council commencing the evaluation process

OTHER ALTERNATIVES

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

DATES OF PREVIOUS COUNCIL CONSIDERATION

Council considered the City Manager's evaluation criteria and process during an executive session held on September 27, 2016, per Council direction the three changes noted under Key Facts were added to the form.

Attachments

Memo re City Mgr. Evaluation

City Mgr. Evaluation FORM

City Mgr. External Partners Questions

City Mgr. Employee Input FORM



City of Tigard Memorandum

To: Mayor and City Council

From: Dana Bennett, Human Resources Director

Re: City Manager Annual Performance Review

Date: October 13, 2016

In accordance with the Employment Agreement for City Manager, Marty Wine, the City Council is required to conduct an annual performance review in December 2016. The first step in the process is for Council to review and consider any changes to the criteria and process used to evaluate the City Manager. This occurred in executive session during the September 27th meeting. Step two in the process, is to request public input on the criteria and process to be used, as required by employment law for public employees. The public comment phase is scheduled to occur during the October 25 Business Meeting. Following public comment, Council will direct staff to incorporate any changes agreed to by Council either as a result of the public comment or comments made by Council members. Once that direction is provided, we will then commence the review process, seeking to obtain the City Manager's input form along with evaluation information from city staff and external partners prior to Council commencing its evaluation.

There are a few changes in this year's process from the prior few years. First at request of Council the number of ratings available in the scale have increased from four to five. Secondly, a brief definition of the criteria terms has been incorporated in an appendix to the review tool, to help increase consistency in use of the rating system. Finally, per Council suggestion, the process will include providing Council with the feedback from the city staff and external partners, prior to Council completing the evaluation process. It is acknowledged that some of the criteria listed in Section III of the evaluation form are difficult for Council to fully observe and therefore having feedback and examples from staff input in advance will aid Council in providing a more robust evaluation of these particular areas.

Following Council's completion of the evaluation form, we will then compile the feedback into a single evaluation form. Once that process is completed, a copy will be provided to the City Manager and then the performance evaluation will take place during an executive session sometime in December.

The other evaluators who will be asked to provide input for this year's evaluation, in addition to City Council, include:

External Partners: TDA Board (Murphy, DeAngelo, Mollahan, Shearer, Thornurg and Stevenson), Tom Anderson (Planning Commission), Randy Ealy (City of Beaverton, Chief Administrative Officer), Joel Rubin (CFM Strategic Communications Inc., VP Federal Affairs), Mike Duyck (TVFR, Fire Chief), Alan Kennedy (TVFR, Battalion Chief), Joel Komarek (City of Lake Oswego, LO-Tigard Water Project), Scott Lazenby (City of Lake Oswego, City Manager)

All Department Directors: Toby LaFrance (Finance and IT Director), Margaret Barnes (Library Director), Interim Chief Rogers (Chief of Police), Liz Newton (Assistant CM), Kenny Asher (CD), Brian Rager (PW), Nadine Robinson (Central Services) and Dana Bennett (HR Director).

Other Staff: Joanne Bengtson (Exec. Assistant to the CM), Kent Wyatt (City Manager's Senior Management Analyst) and Lloyd Purdy (Economic Development Manager).

The issues before the City Council for your October 25 meeting are:

- 1) Does Council want any additional changes to the criteria included in the review document (a draft tool is attached for your consideration based on feedback from last year's review)?
- 2) What process does Council want to use to collect this information (note any changes from the process outlined in this memo)?
- 3) Who does Council want to include for this year's evaluator list (note any changes from last year)?

I will be at the meeting on October 25 to collect any feedback from public comment or any additional feedback from Council.

Thank you

**CITY OF TIGARD
CITY MANAGER PERFORMANCE EVALUATION**

Review period: January 2016- December 2016

I. In completing this evaluation, please consider the City-wide core values adopted to set the standard for service excellence at the City of Tigard (“Get it Done”, “Do the Right Thing”, and “Respect and Care”).

Please use the following criteria: 5 = Exemplary Performance; 4 = Exceeds Expectations; 3 = Fully Effective; 2 = Developing/Needs Additional Focus; 1 = Needs Improvement; NA = Not applicable (have not observed this area during the evaluation period).

PERFORMANCE ASSESSMENT

II. Evaluate and discuss the City Manager’s overall job performance in achievement of the GOALS set for the current review period. Base your evaluation upon the job requirements, achievement of the goals established during the past review period, and your assessment of the City Manager’s accomplishments.

GOAL 1 –Provide Recreation Opportunities for the People of Tigard

Objectives	Estimated Timeline
Establish city recreation program in 2015-16 adopted budget <ul style="list-style-type: none"> • Recreation clearinghouse and program guide • Grants & scholarships • Recreation coordinator – staff position • Programs and classes (beginning Year 2) • Outdoor events (Year 2) • Indoor events (Year 3) 	Completed July 2015 Spring 2016 Spring 2016 2017
Explore feasibility of partnership opportunities, including THPRD, YMCA, TTAD, TTSD, other city, or non-profit opportunities; establish facility partnership if feasible	December 2016
Consider a voter-approved measure to fund recreation	November 2016
Complete the city’s facilities strategic plan to identify future facility needs for a recreation/community center.	September 2016

RATING:	NA	1	2	3	4	5

GOAL 2 -- Make Downtown Tigard a Place Where People Want to Be

Objectives	Estimated Timeline
<ul style="list-style-type: none"> • Support residential and mixed use development in walkable and transit-supported areas by completing the Ash Ave/Burnham Redevelopment project • Increase walkable access to open space by advancing plans for new downtown open space, including the Tigard Street Trail plaza, the Fanno Creek Overlook, and a Main Street plaza, including programming • Strengthen downtown’s identity by completing gateway 	Completed in 2015 December 2016

improvements and install art at both Main Street entrances <ul style="list-style-type: none"> • Support walkability by completing two Strolling Street projects • Secure brownfields cleanup grant (if eligible) to facilitate infill or open space development enabling a more walkable and interconnected downtown • Promote downtown as a place to shop, dine and recreate Through communications and support of Tigard Downtown Alliance activities. 	Completed in 2015
	Completed in 2015
	Spring 2016
	Summer 2016

RATING:	NA	1	2	3	4	5

GOAL 3 --Adopt and Begin Implementation of Tigard Triangle Strategic Plan

Objectives	Estimated Timeline
Tigard Triangle Strategic Plan <ul style="list-style-type: none"> • Plan Development • Council consideration and adoption (code and plan amendments) 	Completed Spring 2015 September 2016
Consider Lean Code and Plan Amendments <ul style="list-style-type: none"> • Zoning • Community Development Code • Transportation System Plan • Parks and Trails Master Plans 	September 2016
Infrastructure Planning <ul style="list-style-type: none"> • Citywide Stormwater Master Plan <ul style="list-style-type: none"> ○ Triangle Stormwater Implementation Plan • Streetscape Design Plan • 72nd Avenue Study (pending CIP approval) 	June 2017 FY 2017-18 August 2016 June 2017
Development of Funding Tools <ul style="list-style-type: none"> • Urban Renewal <ul style="list-style-type: none"> ○ Plan Development ○ Plan Adoption ○ Public Vote • LID – consider continuance of existing • Vertical Housing Development Zone • Tigard Enterprise Zone 	October 2016 December 2016 May 2017 April 2016 Completed 2014 Completed 2014

RATING:	NA	1	2	3	4	5

GOAL 4 – Enable Groundbreaking in River Terrace by Summer 2015

Objectives	Estimated Timeline
Infrastructure Financing Project (RT and Citywide) <ul style="list-style-type: none"> • Council Briefing • SDC Notice and Methodology • Council Hearing – SDCs 	Completed February 2015 February 2015 April 2015
River Terrace Community Plan Implementation <ul style="list-style-type: none"> • Zoning Districts • Code Amendments 	Completed February 2015 February 2015
Permitting <ul style="list-style-type: none"> • Early assistance for land use applications (ongoing) • Land use applications • Building and site permits 	Completed Winter 2015 and ongoing into 2016
Public Facilities <ul style="list-style-type: none"> • City of Tigard downstream stormwater conveyance analysis • Clean Water Services pump station • City of Tigard 550-Zone Water Improvements 	Summer 2016 Winter 2016 Summer 2016

RATING:	NA	1	2	3	4	5

GOAL 5 – Expand Opportunities to Engage People in the Community

Objectives	Estimated Timeline
Citywide Communications Plan (will include suggested engagement improvements)	Completed Spring 2015
Continue Council outreach meetings	Quarterly throughout each year
Seek input on and outreach about the sidewalk connection program	Prepare for May 2017 ballot
Community education; identify timing and content of measures for voter approval	June 2016
Organize community engagement through increased work with Neighborhood Networks, in-person and online forums	June 2016

RATING:	NA	1	2	3	4	5

GOAL 6 – Define and Establish the City’s Role in Addressing Homelessness

RATING:	NA	1	2	3	4	5

GOALS 7 –State and Regional Relations

Issues for Further Council Discussion

[Topics will be scheduled for workshop meetings (3rd Tuesday) or study sessions]

- a. SW Corridor – Mayor will brief Council during Council Liaison reports
- b. Pacific Highway/congestion and aesthetics (May 2016)
- c. Annexation (Incentives Resolution in February, discussion June 2016)
- d. Charter review (July 2016)
- e. Future possible ballot measures (April 2016)
- f. Strategic Plan Updates
- g. Sustainability (August 2016)

RATING:	NA	1	2	3	4	5

III. Evaluate and discuss the City Manager’s job performance for the current review period. Please provide specific examples to support your assessment/evaluation. You will be provided with feedback from her 360 evaluation process, prior to Council completing this section of the evaluation form.

- a. Professional Skills/Decision Making Ability to anticipate and analyze problems and map effective solutions. In making decisions considers the best available facts, projections, and evidence and to the extent that resources permit, ensures that such tools are available. Demonstrates a solid understanding of all departmental functions within city government.

RATING:	NA	1	2	3	4	5

- b. Leadership Sets the performance tone and culture of the organization, recognizes opportunities, capitalizes on partnerships, promotes trust, builds and motivates teamwork, provides vision and direction, encourages and seeks to develop the skills and abilities of others. Treats all with respect and sets the standard for performance accountability by example.

RATING:	NA	1	2	3	4	5

- c. Personnel/Risk/Labor Relations Understands contract negotiations, labor strategy and contract administration. Equitably, fairly and with consideration addresses issues related to labor matters. Recognizes the value of excellent staff and seeks to maintain high performers while balancing the containment of costs. Implements effective programs and decisions to ensure management, control and balance of liability and loss.

RATING:	NA	1	2	3	4	5

- d. Budget and Finance Including financial management and operational efficiency such as accurately and concisely reports and projects the financial condition. Management practices and policies are designed to maintain or achieve a sound long-range financial condition. Obtains the best possible result for the money spent, and monitors efficiency, service improvement and effectiveness for programs.

RATING:	NA	1	2	3	4	5

- e. Community Relations Including public service, sensitivity, public involvement, and media relations

RATING:	NA	1	2	3	4	5

- f. Intergovernmental Relations Develops good working relationships with other local, county, regional, state and federal agencies and effectively represents city interests

RATING:	NA	1	2	3	4	5

- g. Interpersonal Skills/Individual Characteristics Including professionalism, creativity, honesty, ethics, and adaptability

RATING:	NA	1	2	3	4	5

- h. Communications Provides Council with well-informed concise oral and written communication, responds to the direction of the majority of the Council--while still recognizing the concerns of the minority, approachable and responsive, is able to represent Council to the community through forums, publications and other venues. Pursues an outreach style of management as a spokesperson for city issues.

RATING:	NA	1	2	3	4	5

- i. Economic Growth & Development Including strategy, vision and community engagement

RATING:	NA	1	2	3	4	5

ADDITIONAL COMMENTS (OPTIONAL)

IV. Are there areas of exceptional performance that should be particularly noted? Provide specific examples.

V. Are there areas of performance needing more attention or focus? Provide specific examples.

ESTABLISHMENT OF GOALS FOR UPCOMING RATING PERIOD

List and discuss your expectations and suggested goals for the City Manager for the upcoming performance evaluation period. Goals should be: (1) related to community goals, (2) may include new projects or ongoing projects, and (3) should include specific measures including outcomes and timeframes.

1. Goal/Project/Training:

2. Goal/Project/Training:

3. Goal/Project/Training:

4. Goal/Project/Training:

5. Goal/Project/Training:

6. Goal/Project/Training:

ADDITIONAL COMMENTS (OPTIONAL)

Please provide any additional comments on the City Manager's performance review in the space provided here.

City Manager's Signature:

Date:

Mayor's Signature:

Date:

Guidance for Evaluation Rating System:

Rating 5 (Exemplary Performance)

Meaning: Performance is exemplary. Performance demonstrates an exciting vision, challenges the status quo, employs significant creative strategy or innovation, and inspires colleagues and associates to be fully engaged and achieve their full potential.

Rating 4 (Exceeds Expectation)

Meaning: Performance exceeds the standard expected in most of the of the areas of the performance criteria. The assessment indicates that the jobholder has not only achieved effective results against the performance criteria but also has been able to give “Value Added” to this performance criterion in terms of impact and/or satisfaction to stakeholders.

Rating 3 (Fully Effective)

Meaning: Employee is meeting the job expectations in this area.

Rating 2 (Developing/Needs Additional Focus)

Meaning: Employee is not meeting expectations as set, but is making appropriate level effort. The employee may need to develop more in this area or may require additional guidance or clarity of the expectations in order to increase performance in this area.

Rating 1 (Needs Improvement)

Meaning: Employee is not meeting expectations as set and the area needs prompt attention and improvement.

