City *of* Tigard

Tigard Business Meeting –Agenda

TIGARD CITY COUNCIL & LOCAL CONTRACT REVIEW BOARD

MEETING DATE AND TIME:	NOVEMBER 22, 2022 - 6:30 p.m. Business Meeting
MEETING LOCATION:	Hybrid - City of Tigard - Town Hall - 13125 SW Hall Blvd., Tigard, OR 97223 - See PUBLIC NOTICE below

PUBLIC NOTICE: In accordance with the City of Tigard's Safety Plan related to COVID-19 and Oregon House Bill 4212, this will be a hybrid meeting where some Council, staff or public will participate in person and some will participate remotely.

How to comment:

- Written public comment may be submitted electronically at www.tigard-or.gov/Comments before noon the day of the meeting.
- If attending the meeting in person, please fill out the public comment sign-in sheet at the front of the room and come to the microphone when your name is called.
- If you prefer to call in, please call 503-966-4101 when instructed to be placed in the queue. We ask that you plan on limiting your testimony to three minutes.
- You may comment through video through the Teams app. Go to this link to learn how to participate by video: November 22, 2022 Council Meeting (https://www.tigard-or.gov/Home/Components/Calendar/Event/2320/372).

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: 503-718-2419 (voice) or 503-684-2772 (TDD - Telecommunications Devices for the Deaf).

SEE ATTACHED AGENDA

VIEW LIVESTREAM ONLINE: https://www.tigard-or.gov/boxcast

CABLE VIEWERS: The City Council meeting will be shown live on Channel 28 at 6:30 p.m. The meeting will be rebroadcast at the following times on Channel 28:

Thursday 6:00 p.m. Friday 10:00 p.m. Saturday 7:30 p.m. Sunday 11:30 a.m. Monday 6:00 a.m.

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6:30 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. PROCLAMATIONS AND RECOGNITION

3. PUBLIC COMMENT

   A. Follow-up to Previous Public Comment

   B. Public Comment – Written

   C. Public Comment – In Person

   D. Public Comment – Phone-In

   E. Public Comment – Video

   F. Update from Police Chief McAlpine

G. Tigard Area Chamber of Commerce

H. Tigard High School Student Envoy

4. CONSENT AGENDA: (Tigard City Council & Local Contract Review Board) The Consent Agenda is used for routine items including approval of meeting minutes, contracts or intergovernmental agreements. Information on each item is available on the city's website in the packet for this meeting. These items may be enacted in one motion without separate discussion. Council members may request that an item be removed by motion for discussion and separate action. **6:50 p.m. estimated time**

A. LOCAL CONTRACT REVIEW BOARD: PURCHASE OF HEATING, VENTILATION, AND CONDITIONING (HVAC) EQUIPMENT FOR TIGARD PUBLIC LIBRARY

B. LAKE OSWEGO-TIGARD WATER PARTNERSHIP INTERGOVERNMENTAL AGREEMENT (IGA)

- *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 has voted on those items which do not need discussion.*

5. APPOINT PARKS AND RECREATION ADVISORY BOARD MEMBERS **6:55 p.m. estimated time**

6. APPOINT PLANNING COMMISSIONERS **7:05 p.m. estimated time**

7. APPOINT TIGARD YOUTH ADVISORY COUNCIL MEMBERS **7:15 p.m. estimated time**

8. TIGARD YOUTH ADVISORY COUNCIL UPDATE **7:25 p.m. estimated time**

9. DISCUSS APPLICATIONS AND APPOINT MEMBERS TO THE CHARTER REVIEW COMMITTEE **7:40 p.m. estimated time**

10. NON-AGENDA ITEMS

11. ADMINISTRATIVE REPORT **8:40 p.m. estimated time**

12. 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.

13. ADJOURNMENT **8:45 p.m. estimated time**

AIS-5102 **4. A.**

Business Meeting

Meeting Date: 11/22/2022

Length (in minutes): Consent Item

Agenda Title: Local Contract Review Board: Purchase of Heating, Ventilation, and Conditioning (HVAC) Equipment for Tigard Public Library

Authored By: Marcos Campos

Presented By: Marcos Campos

Item Type: Motion Requested
Local Contract Review Board

Public Hearing Legal Ad Required?: No

Publication Date:

Information

EXPLANATION OF ISSUE

The purpose of this action is to award the initial purchase of equipment for Library HVAC system. The total amount of this purchase is $454,914.

ACTION REQUESTED

It is recommended that the Local Contract Review Board award a purchase order to Airefco, Inc. for Carrier equipment for the HVAC System project. This purchase will be completed through a permissive cooperative agreement with Sourcewell in the amount of $454,914. This action will allow the City Manager to take the necessary steps to issue a purchase order.

BACKGROUND INFORMATION

The Tigard Library was built in 2004 and has two hot water boilers for heating and three rooftop air handlers units (RTUs) to cool the first and second floors and auditorium. Several system failures over the past few years have significantly challenged the system's reliability. These include compressor and motor failures, as well as failures to the equipment that regulates temperature and airflow during warm weather. When these failures happen, the Library is unable to provide cool and comfortable temperatures to patrons or to the larger community who seek the Library our as a community cooling center during extreme heat waves or excessively high temperatures. The current system, as designed, is inadequate to handle temperatures above 85º F, let alone 100º F.

An engineering review was completed in 2021 and confirmed that the Library's current system has reached the end of its useful life. The recommendation from the review was to conduct a complete redesign of the system to provide adequate cooling over the next 20 years and replace the current RTUs with an air-cooled chiller to ensure the needed cooling. The air-cooled system also moves away from refrigerant and, as such, is more environmentally friendly.

With the Library's current Carrier systems, the new HVAC system need to integrate seamlessly with the other components. Given this, the city can access, via a permissive cooperative purchase, a national contract that Carrier has under Sourcewell, a national cooperative purchasing body of states, counties, and municipalities working together to achieve optimal purchasing leverage. The city's supplier under this

agreement will be Airefco, Inc.

ALTERNATIVES & RECOMMENDATION

The Local Contract Review Board may choose to not award this purchase and direct staff to find alternative solutions to the Library's needs. Due to supply chain issues, if this purchase is not approved there will likely be significant delays in the project.

ADDITIONAL RESOURCES

Under both Tigard Public Contracting Rule (PCR) 10.087 and Oregon Revised Statute 279A.215, the city is eligible to engage in permissive cooperative procurements. This form of procurement allows the city to procure desired goods and services, at bulk discount pricing, without a full formal request for proposal.

Fiscal Impact

Cost:	$454,914
Budgeted (yes or no):	Yes
Where Budgeted (department/program):	CIP/Facilities Capital

Additional Fiscal Notes:

Initial purchase order for the HVAC system. This purchase is solely for Carrier equipment for the overall Library HVAC system project (CIP #91024). The total cost of this purchase is $454,914 and is currently budget in the Facilities Capital Fund with the General Fund providing the funding via transfers into the capital fund. The total budget for the project is $1,725,000 and the project will require subsequent contracts and purchases for installation services and ancillary equipment.

Attachments

No file(s) attached.

AIS-5089 **4. B.**

Business Meeting

Meeting Date: 11/22/2022

Length (in minutes): Consent Item

Agenda Title: Lake Oswego-Tigard Water Partnership Intergovernmental Agreement

Authored By: Steve Rymer

Presented By: City Manager Steve Rymer

Item Type: Motion Requested
Resolution

Public Hearing Legal Ad Required?: No

Publication Date:

Information

EXPLANATION OF ISSUE

On November 1, 2022, the council reviewed the recommended new intergovernmental agreement (IGA) between Lake Oswego and Tigard. The council did not have any corrections or edits and gave direction to bring forward a resolution to approve the new IGA.

ACTION REQUESTED

Approve the resolution.

BACKGROUND INFORMATION

Dates of Previous and Potential Future Considerations

On November 1, 2022, the Tigard City Council received a report from City teammates regarding a new IGA with Lake Oswego for the Lake Oswego-Tigard Water Partnership (LOTWP).

Public Involvement

The LOTWP Oversight Committee met several times over the course of the last two years, where this subject was discussed.

Impacts (Community, Budget, Policies and Plans/Strategic Connection)

Execution of this new IGA ensures an ongoing partnership with Lake Oswego for operational management of the Partnership infrastructure and establishes a clear process for decision-making.

ALTERNATIVES & RECOMMENDATION

ADDITIONAL RESOURCES

Attachments

Resolution

LOTWP IGA - Final

IGA Exhibit 1

IGA Exhibit 2a

IGA Exhibit 2b
IGA Exhibit 3
IGA Exhibit 4
IGA Exhibit 5
IGA Exhibit 7
IGA Exhibit 8
IGA Exhibit 9

CITY OF TIGARD, OREGON
TIGARD CITY COUNCIL
RESOLUTION NO. 22-

A RESOLUTION ADOPTING THE LAKE OSWEGO-TIGARD WATER SUPPLY FACILITIES AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT REGARDING WATER SUPPLY FACILITIES

WHEREAS, for decades, the Cities of Lake Oswego and Tigard have engaged in cooperative efforts regarding supply and delivery of drinking water to their respective customers; and,

WHEREAS, this history of cooperative effort led to the Intergovernmental Agreement Regarding Water Supply Facilities for Design, Construction and Operation dated August 6, 2008 (Original IGA) whereby Lake Oswego and Tigard formed a partnership to jointly design, construct, own and operate a new water intake, water treatment facilities, raw and finished water transmission, pumping and storage facilities ("Supply Facilities") on jointly owned real property; and,

WHEREAS, the parties worked closely and diligently to complete the Supply Facilities in 2016 and have since successfully operated, managed, and maintained them to deliver high quality drinking water during construction through start-up of the new Supply Facilities, COVID, drought and natural disasters; and

WHEREAS, the Original IGA provided for an Oversight Committee of two representatives appointed by each city council to provide guidance during design and construction, then continuing through operations; and,

WHEREAS, Section 15.1 of the Original IGA directed the Oversight Committee to consider the operations and agreements to determine if modifications were necessary, either by amending the Original IGA, creation of a new agreement, or creation of a separate intergovernmental entity for water supply under ORS Chapter 190; and,

WHEREAS, pursuant to this directive, respective staff and the Oversight Committee reviewed the Original IGA, protocols, operations and events since 2016 and, while the Original IGA has worked well, it is primarily focused on the method and process of future design and construction, which is now complete, and contains inconsistent language with current, successful best management operating practices; and,

WHEREAS, respective staff and the Oversight Committee have prepared, reviewed and now recommend the adoption of the Lake Oswego-Tigard Water Supply Facilities Amended and Restated Agreement Regarding Water Supply Facilities ("Amended and Restated IGA") that provides, among other things, methodology and guidance for the ongoing operations, maintenance, repair and replacement of the Supply Facilities for mutual benefit of the cities; provides methods for protection and stewardship of the Supply Facilities and the Clackamas River; continues, based on past experience, flexibility in the use and allocation of water to meet the needs of each city; recognizes the demonstrated ability of Tigard to obtain water from other sources for the benefit of Lake Oswego when use of the Clackamas River is interrupted; provides clarity in mutually agreed protocols for internal city communications as well as public outreach and public communications; continues and enhances the efficient, demonstrated use of the resources and skills of respective staff; and, creates a Partnership Committee of city council appointed officials to continue the vital role of the Oversight Committee and clarifies decision-making.

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

SECTION 1: The Tigard City Council adopts the Lake Oswego-Tigard Water Supply Facilities Amended and Restated Intergovernmental Agreement Regarding Water Supply Facilities.

SECTION 2: This resolution is effective immediately upon passage.

PASSED: This _____ day of _____ 2022.

_____
Mayor - City of Tigard

ATTEST:

_____
City Recorder - City of Tigard

LAKE OSWEGO-TIGARD WATER SUPPLY FACILITIES

AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT REGARDING WATER SUPPLY FACILITIES

DATED_____, 2022

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LIST OF EXHIBITS

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Exhibit 2	Service Areas Maps
Exhibit 3	Map of Supply Facilities
Exhibit 4	Surface Water Rights
Exhibit 5	Summary of Easements
Exhibit 6	Supply Facilities and Property
Exhibit 7	Supply Facility Ownership
Exhibit 8	FCS Report
Exhibit 9	Amended and Restated Intergovernmental Cooperative Agreement for Water System Interties between South Fork Water Board, Lake Oswego, Tigard and West Linn

LAKE OSWEGO-TIGARD WATER SUPPLY FACILITIES AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT REGARDING WATER SUPPLY FACILITIES

This Amended and Restated Intergovernmental Agreement Regarding Water Supply Facilities is effective on _____, 2022 (the "Amended and Restated Agreement"), by and between the City of Lake Oswego ("Lake Oswego"), an Oregon municipal corporation and the City of Tigard ("Tigard"), an Oregon municipal corporation. Lake Oswego and Tigard may also be referred to individually herein as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the City of Tigard operates a municipal water supply utility under ORS 225, with transmission, storage and distribution facilities to deliver potable water to Customers, including the City of King City, and delivery of water by agreement to the City of Durham and the Tigard Water District in the unincorporated area;

WHEREAS, the City of Lake Oswego operates a municipal water supply utility under ORS 225, which treats and distributes potable water to Retail Customers and sells water by wholesale supply contract to the Lake Grove Water District, the River Grove Water District, Skylands Water Company, Glenmorrie Cooperative Association and Alto Park Water District (the "Existing Wholesale Customers");

WHEREAS, pursuant to the Intergovernmental Agreement Regarding Water Supply Facilities, Design, Construction and Operation between Lake Oswego and Tigard dated August 6, 2008 (Original IGA), the Parties designed and constructed a new water intake and water treatment facilities, raw and finished water transmission, pumping and storage facilities (hereinafter "Supply Facilities") on land jointly held as tenants in

common, to make beneficial use of Lake Oswego's water rights;

WHEREAS, the Original IGA was amended at various times as project milestones were achieved, construction completed, and final costs were reconciled and allocated for the Supply Facilities, now fully functional and operating since 2016; and

WHEREAS, the Parties agree that, under the Original IGA, the Parties have or will reap significant benefits by jointly taking action to extend and perfect existing water rights, along with the construction and improvement of new Supply Facilities infrastructure necessary to supply that water to the Parties into the future; and

WHEREAS, the Parties agree that they have worked in a collaborative, open, and participative manner under the Original IGA that best serves the needs of the Parties; and

WHEREAS, the Original Agreement was primarily focused on completion and delivery of the Supply Facilities and Parties believe that is necessary to enter into this Amended and Restated Agreement for ongoing operations, maintenance, repair and replacement of the Supply Facilities for the mutual benefit of the Parties as owners thereof, to protect and steward their significant investment, continually seek and maintain stability and local control over the source of supply, provide for flexibility in the use and allocation of water, provide for flexibility for management of water resources for enhanced costs and operational efficiency, create opportunities to share and trade staff resources, expertise, and technological capabilities, and clarify decision-making.

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

ARTICLE I
DEFINITIONS

1.1 Definitions

As used in this Agreement, the following terms when capitalized shall have the following meanings:

1.1.1 *Agreement or Amended Agreement means* this Lake Oswego-Tigard Water Supply Amended and Restated Intergovernmental Agreement

1.1.2 *Book Depreciation life* - the years used to depreciate an asset in accordance with Generally Accepted Accounting Principles.

1.1.3 *Capacity* - capability from the various components of the Supply Facilities to produce or deliver water; measured in cubic feet per second (cfs), gallons, gallons per day (gpd), gallons per minute (gpm), million gallons per day (mgd), or other comparable measurement and available based on current operating conditions consistent with generally accepted engineering and operating practices.

1.1.4 *Clackamas River Intake Pump Station (RIPS)* - a constructed structure comprised of a reinforced concrete building and all equipment and materials contained therein that allows water to be withdrawn from the Clackamas River and pumped through the raw water transmission line to the Water Treatment Plant Facilities. The Clackamas River Intake Pump Station ownership and its agreed value are more fully described in Exhibit 1 which may be updated and revised by resolution of the Parties.

1.1.5 *Curtailment Plan* - The written plan developed for curtailment of

water service in accordance with OAR Chapter 690 Division 86 rules.

1.1.6 *Demand* - the amount of water used or projected to be used by a Party and imposed on the Supply Facilities to serve a Party's Retail Customers its Existing Wholesale Contract Customers and ultimate service area measured in cubic feet per second (cfs), gallons, gallons per day (gpd), gallons per minute (gpm), million gallons per day (mgd), or other appropriate measurement. The basis for determining Demand may be waived or modified by the Parties due to unusual circumstances such as a fire, emergency, etc.

1.1.7 *Depreciated Replacement Cost Value* - the value calculated in the current year by multiplying the original cost of the asset times the index in the Engineering News Record Construction Cost Index 20-City Average, 1913=100 as published in the Engineering News Record for the year of evaluation. The products shall be divided by Engineering News Record Construction Cost Index 20-City Average, 1913=l00 as published in the Engineering News Record for the year placed in service. The result shall then be depreciated from the year placed in service to the year of evaluation using the Book Depreciation Life. The formula is expressed as follows:

$$DRC = (CC*ENR^{e} / ENR^{o}) *(1-(Y^{e} – Y^{o})/BDL))$$

Where:

DRC = Depreciated Replacement Cost Value.

CC = Construction cost.

ENR^e = Engineering News Record Construction Cost Index for the year of evaluation.

ENR^o = Engineering News Record Construction Cost Index for the year placed in service.

Y^e = Year of evaluation.

Y^o = Year placed in service.

BDL = Book Depreciation Life.

1.1.8 *Existing Wholesale Contract Customers* - the Lake Grove Water District, River Grove Water District, Skylands Water Company, Glenmorrie Cooperative Association, and Alto Park Water District who are served by Lake Oswego as if they were Retail Customers of Lake Oswego under the terms and conditions of this Agreement. The City of King City transferred its water system to Tigard and is a retail customer of Tigard. The City of Durham and the Tigard Water District are contractually served by Tigard and for purposes of this Agreement, shall be defined as existing wholesale customers. The Parties recognize that the status of these entities are contractual and may change over time as determined by the affected Party to this agreement and the existing wholesale customer.

1.1.9 *Fiscal Year* - the one-year time period commencing on July 1 and ending on June 30

1.1.10 *Local Government Investment Pool (LGIP)* - the Oregon State Treasurer's Local Government Investment Pool, subject to regulatory oversight by the Oregon Secretary of State and administered by the

Oregon State Treasury.

1.1.11 *Municipal Bond Index* - the rate as published by the State of Oregon Treasury Department entitled "Oregon Bond Index - Oregon A Rated 20 Year" for the first date after the beginning of the fiscal year. Should said rate cease to be published, then the Parties will determine another comparable index. The date used for determination of the rate may be modified by the Parties in the event of unusual market circumstances (such as declaration of war by the United States).

1.1.12 *Operation, Maintenance, Repair and Replacement*- those activities to operate, maintain, repair and replace the Supply Facilities as necessary to provide potable water to the Parties in accordance with all laws and regulations and prudent water utility practices.

1.1.13 *Planning Forecast* - the document submitted by the Parties in accordance with Section 8, which shows the Demand of each Party to be imposed on the Supply Facilities and the Capacity owned or leased by each Party in such facilities.

1.1.14 *Property* - those parcels of real property owned in fee simple, by easement or other interest over, under, or upon which the Supply Facilities are located as set forth on Exhibit 1. Currently owned Property or additional properties acquired after the date of this Agreement shall be acquired as tenants in common in proportion to the Parties' allocation of capacity.

1.1.15 *Retail Customers* - a user within the Party's service area boundary, to

which users may be added from time to time by annexation, extra territorial extension of service, merger or consolidation, or by intergovernmental agreement among the Parties pursuant to ORS Chapter 190. A municipal corporation or other entity, which purchases water for resale, is not considered a Retail Customer.

1.1.16 *Service Area* - the service area for each Party as set forth on Exhibit 2 and as may be amended by annexation and land use processes of each Party. Each Party will update its service area map as necessary which will be incorporated into this agreement without necessity of action by the city councils.

1.1.17 *Summer Period* - June 1 through October 31.

1.1.18 *Supply Facilities* - the facilities utilized by the Parties identified on Exhibit 1, consisting of the River Intake Pump Station, Water Treatment Plant Facilities, Transmission Facilities, Water Storage Facilities, and other facilities necessary for treatment and conveyance of potable water to the Parties. A map of the Supply Facility components is provided in Exhibit 3, which exhibit may be updated and revised by resolution of the Parties. The map is for illustrative purposes only and is not a legal description of the Supply Facilities

1.1.19 *Surface Water Rights* - those water rights held by Lake Oswego registered with the State of Oregon Water Resources Department, which allow for diversion of Clackamas River water for use at the Water Treatment Plant Facilities. The Surface Water Rights are more fully

described in Exhibit 4, which exhibit may be updated and revised by resolution of the Parties.

1.1.20 *Transmission Facilities* - the raw water transmission line connecting the Clackamas River Intake Pump Station to the Water Treatment Plant Facilities and the finished water transmission line connecting the Water Treatment Plant Facilities to Lake Oswego's Waluga Reservoirs. The Transmission Facilities, ownership and their agreed value are more fully described in Exhibit 1, which exhibit may be updated and revised by resolution of the Parties.

1.1.21 *Water Treatment Plant Facilities* - the pumping stations and treatment plant which treats raw water and produces potable water for conveyance by the Transmission and Storage Facilities. The Water Treatment Plant facilities, ownership, and their agreed value are more fully described in Exhibit 1, which exhibit may be updated and revised by resolution of the Parties.

1.1.22 *Water Storage Facilities* - the Waluga Reservoirs #1 and #2 which receive potable water from the Water Treatment Plant Facilities as conveyed through the Finished Water Transmission Facilities. The Water Storage Facilities, ownership, and their agreed value are more fully described in Exhibit 1, which exhibit may be updated and revised by resolution of the Parties.

1.1.23 *Winter Period*- November 1 through May 31.

1.2 Interpretation

In this Agreement, unless a clear contrary intention appears: (a) reference to any person includes such person's successors and assigns but, if applicable, only if such successors and assigns are permitted by this Agreement, and reference to a person in a particular capacity excludes such person in any other capacity; (b) reference to any agreement (including this Agreement), document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof; (c) reference to any Article, Section, Schedule or Exhibit means such Article, Section, Schedule or Exhibit to this Agreement, and references in any Article, Section, Schedule, Exhibit or definition to any clause means such clause of such Article, Section, Schedule, Exhibit or definition; (d) "hereunder," "hereof," "hereto," "herein," and words of similar import are references to this Agreement as a whole and not to any particular Section or other provision hereof; (e) relative to the determination of any period of time, "from" means "from and including ," "to" means "to but excluding" and "through" means "through and including"; (f)"including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term; (g) reference to any law (including statutes and ordinances) means such law as amended, modified, codified or reenacted, in whole or in part, and in effect from time to time, including rules and regulations promulgated hereunder; and (h) "will" and "shall" are mandatory terms.

ARTICLE II

WARRANTIES AND REPRESENTATIONS OF THE PARTIES

2.1 Warranties of the Parties

The Parties hereto warrant and represent that they have the legal authority to enter into this Agreement.

2.2 Approval of the Governing Bodies

The Parties to this Agreement hereby certify that they have undertaken the necessary public procedures to approve and authorize the signatories to this Agreement to act on behalf of the Party executing this Agreement.

2.3 Obligation of Good Faith and Fair Dealing

The Parties each covenant to deal fairly and in good faith with the other to fulfill the covenants and requirements of this Agreement.

ARTICLE III
MANAGEMENT

3.1 Managing Agency

Lake Oswego will be the Managing Agency with all necessary powers to manage the operation, maintenance, repair and replacement of the Supply Facilities, Property and Water Rights. As necessary, Lake Oswego will be the contracting agency with consultants, contractors and vendors. Lake Oswego will have the power to: a) approve contracts and change orders subject to this Agreement; b) undertake capital improvement, repair and replacement as authorized in the budget and capital improvement plan; c) take such actions reasonably necessary during an emergency with notice to

each City as reasonable under the circumstances and an estimate of financial impacts as soon as practicable; d) take action as necessary for non-emergency unforeseen capital replacement as provided in this Agreement; and f) other such powers as may he granted by the Parties from time to time. Lake Oswego is responsible for conducting the day-to-day business affairs including: procurement of supplies and materials, payment of invoices, accounting, budgeting, operation and maintenance of the Supply Facilities, planning, project management, maintaining records, and other such duties as required through Lake Oswego staff. Tigard shall pay its share of costs in accord with the terms and conditions of this Agreement.

3.2 Management Committee

Each Party shall appoint staff representatives to meet at intervals deemed appropriate to provide the Managing Agency or Partnership Committee information, review, comment and advice regarding provision of water supply and all aspects of the Supply Facilities and other activities under this Agreement. The Management Committee will endeavor in good faith to make recommendations to the Managing Agency or Partnership Committee as the Management Committee deems appropriate or where required by this Agreement.

3.3 Partnership Committee

Lake Oswego and Tigard shall each appoint two councilors to the Partnership Committee. The members shall serve at the pleasure of the appointing council.

The Committee shall meet as deemed necessary by the Managing Agency,

Management Committee, or Partnership Committee, but in no event less often than quarterly. The Managing Agency shall provide meeting and staff support for the Partnership Committee with the aid and assistance of the Management Committee. The Partnership Committee will consider information provided by the Managing Agency or Management Committee and endeavor in good faith to provide insight, guidance, or recommendations to the Managing Agency or to the City Councils as the Partnership Committee deems appropriate or where required by this Agreement. The Partnership Committee will strive to achieve majority consensus on issues. In the event consensus is not reached, then prior to final action on the matter or referral to the Councils, the Partnership Committee and Management Committee will select a skilled facilitator to assist the Partnership Committee discussions to reach consensus. If, after reasonable efforts, and call for a vote by the chair, the Partnership Committee cannot find consensus by majority on a matter to be decided by the city councils, then the city councils shall be so informed. Each city council will then consider and vote on the matter if it is one requiring council approval. If the final decision is vested with the Managing Agency, the Managing Agency will proceed according to its ordinary and regular procedures and any plans adopted under Article 12. Nothing herein shall be deemed a waiver of a Party's right to submit these matters to Dispute Resolution under Article XIV.

3.4 Partnership Committee Review

3.4.1 The Partnership Committee will have opportunity to review, comment, and receive the following matters prior to city council or Managing

Agency action:

3.4.1.1 Proposed budget or proposed supplemental budget for the Managing Agency.

3.4.1.2 Capital Improvement Plan adoption or amendment.

3.4.1.3 Non-emergency unforeseen capital replacement exceeding $500,000.

3.4.2. The Managing Agency and Management Committee will present the following topics to the Partnership Committee in such detail to enable the Partnership Committee members to advise their respective councils: Operations Plan, Emergency Response Plan, Joint Water Management and Conservation Plan (including Curtailment), communications protocols and strategies, master planning/system planning, status of real property and supply facilities, risk management, capital repair and replacement projects, water rights, water quality and water supplies in the Clackamas River watershed, and potential water sales to non-parties. The Managing Agency will also provide periodic updates on federal, state, and regional drinking water issues and activities.

3.5 Budgeting and Accounting

The Managing Agency will prepare a proposed budget specific to the capital and operating needs of the Supply Facilities for each Fiscal Year. The proposed budget will include an estimate of direct and indirect costs of personnel from either Party who are anticipated to provide services as part of the ultimately approved budget. By mutual agreement, the

Management Committee will set the budget process schedule for each year. Each Party's proportionate share of the expenses of operation, maintenance, repair, and replacement of the Supply Facilities, including contingency or necessary funding reserves for repair and replacements, construction, and other expenses as may be incurred, will be estimated, and set forth in each Party's annual budget. The amount estimated will be recommended to be included as operating expenses or capital improvements in each Party's individual adopted budget. If the budget includes accumulation of funds designated for a particular purpose or future use, such amounts will be accumulated in a restricted or earmarked fund. The Managing Agency will maintain an independent budget control procedure and provide budget reports at least quarterly to each of the Parties not later than 30 days after the end of each quarter.

3.6 Asset Management Program

Effective asset management responds to the Parties' goal of long-term fiscal health and sustainable service levels for the Supply Facilities. To assist in the maintenance of the Supply Facilities' performance at a reasonable cost and an acceptable level of risk, the Managing Agency and Management Committee will create and maintain a mutually acceptable inventory all of the capitalizable assets associated with the Supply Facilities, including physical facilities and real estate holdings. The inventory will include a schedule for repairs and replacement and be part of the Operations Plan. The Managing Agency and Management Committee may propose policies to the

Partnership Committee that improve, guide, schedule and fund the repair and replacement of the assets and suggest amendments to the Supply Facilities Capital Improvement Program or funding reserves. The program and policies shall be based on prudent utility practices and industry standards. As deemed necessary by the Managing Agency or upon request by Tigard, the inventory will be reviewed by the Managing Agency and Management Committee for modifications.

3.7 Council Decisions

Approval by the city councils of each Party is required for the following topic:

3.7.1 Any sale, transfer, lease, exchange, or other disposition of any Property over, under, or upon Supply Facilities are located;

3.7.2 Entry to any mortgage, pledge, encumbrance, or refinance of the Property or Supply Facilities;

3.7.3 Budget and appropriation of funds to meet the requirements of this Agreement, including a Capital Improvement Program;

3.7.4 Approval of any non-emergency capital improvement project not listed on a Capital Improvement Program exceeding $500,000. If a capital improvement project has been budgeted and is part of the Capital Improvement Program, the Managing Agency shall be authorized to contract for all work necessarily related to deliver a complete and functioning project;

3.7.5 Approval of any decision to burden the Property or Supply Facilities with additional easements, licenses, or other encumbrances or to use the

property for non-water related purposes;

3.7.6 Approval of any decision to change the use or the operation of the Property or Supply Facilities beyond adopted operational protocols;

3.7.7 Approval of amendment of the Agreement to allow a new Party to join;

3.7.8 Approval of modification, alteration, or dissolution of this Agreement:

3.7.9 Approval of a Capital Improvement Program and amendments.

3.8 Use of Employees

To the extent that any Party uses its own employees in the performance of its duties under this Agreement, that entity will be responsible for complying with all applicable state and federal laws and for all employment related benefits and deductions, workers' compensation premiums, and pension contributions. Decisions regarding employees will be the sole responsibility of the employer Party.

3.9 Audit, Record Keeping; Access to Records

The Managing Agency will cause an annual audit to be conducted pursuant to the requirements of ORS 207.425, 297.455, 297.465 and 297.466. The Managing Agency will maintain its books and records in such manner that the Supply Facilities and expenditures related thereto are separately stated and capable of review without being combined or mixed with the non-supply facility assets.

The Managing Agency will maintain all fiscal records relating to the Supply Facilities in accordance with generally accepted accounting principles. In addition, the Managing Agency will maintain any other records pertinent to

the Supply Facilities in such a manner as to clearly document the Managing Agency's performance hereunder. All such fiscal records, books, documents, papers, plans, and writings will be retained by the Managing Agency and kept accessible as required by law.

The Managing Agency agrees that the other Party and its authorized representatives will have access to all books, documents, papers and records of the Managing Agency which are directly related to the Supply Facilities for the purpose of making any audit, examination, copies, excerpts and transcripts.

ARTICLE IV

SYSTEM OWNERSHIP; ALLOCATION OF CAPACITY

4.1 System Ownership

The Parties each own an undivided interest in the Property and Supply Facilities as set forth in the Exhibits 6 and 7 attached hereto.

4.2 Allocation of Capacity

Tigard's allocation of Capacity shall be 18 million gallons of water per day, and Lake Oswego's allocation of Capacity shall be 20 million gallons per day. The Managing Agency will develop a strategy to perfect water rights over time with the Oregon Water Resources Department.

ARTICLE V

PROPERTY; CREATION OF TENANCY IN COMMON

5.1 Common Ownership

Lake Oswego, by warranty deed or assignment of easements, conveyed to

Tigard an undivided proportionate interest as tenant in common in the Property as set forth on Exhibit 6, attached hereto and incorporated by reference. Property for Supply Facilities acquired after the date of this Agreement will be acquired proportional to the Parties' respective allocations of Capacity, according to the purchase price paid. Closing costs will be shared equally.

5.2 Ownership Interest/Use

Lake Oswego's water rights were not transferred under any of the real property transfers. Title to the Property will be held in the name of each of the Parties in their respective undivided interest as tenant in common. The Parties agree that except as provided herein, the Property is dedicated for water supply purposes. The Parties intend that their relationship, with respect to the Property, be a tenancy in common.

5.3 Covenant

The Parties declare that the Property is and will be held, conveyed, pledged, encumbered, leased, rented, occupied, and improved subject to the limitations, restrictions, covenants and conditions set forth in this Agreement, all of which are declared to be in furtherance of a plan established for the purpose of operating the Supply Facilities. All such limitations, restrictions, covenants and conditions are intended to run with the Property, and to inure to the benefit of and be binding upon all parties having or acquiring any right, title, interest or estate therein. Other incidental uses shall be limited or restricted to the extent they conflict with

water supply purposes.

5.4 Partition

So long as this Agreement is in effect, no Party will seek or obtain through any legal proceedings a judicial partition of the Property or sale of the Property in lieu of partition, without the prior written consent of the other Party.

ARTICLE VI
OPERATION AND MAINTENANCEOF SUPPLY FACILITIES

6.1 Management

Consistent with the terms of this Agreement and the Operations Plan, Lake Oswego will have responsibility as Managing Agency to manage, operate, maintain, repair, and replace the Supply Facilities until such time as the Parties agree otherwise. The Managing Agency may perform work with its own forces and charge the other Party therefore or by contract with another party.

6.1.1 *Operation and Maintenance Costs.* The costs of operation and maintenance will be allocated between the Parties according to water delivered from the water treatment plant to each Party' s connection point to their distribution systems, measured in hundred cubic feet (ccf) imposed on the Supply Facilities multiplied by the operations and maintenance expense rate in $/ccf, according to the provisions of Exhibit 8, attached hereto. The method for calculating the rate and water use determination of payment will be set by the Managing Agency based on the budget and anticipated water use considering the previous 12 months'

water use.

6.1.2 *Renewal, Repair and Replacement Costs.* The Parties will budget and appropriate funds as needed for renewal, repair, and replacement costs as provided in Exhibit 7 according to the adopted Capital Improvement Plan (CIP) and mutually agreed schedule for CIP projects. Unless otherwise agreed, the Parties will make payments as required for renewals, repair, and replacement proportional to that Party's ownership interest in the Supply Facility component at the time the expenditure is incurred and following receipt of an invoice.

6.1.3 *Billing and Payment.* Each Party will receive an invoice monthly from the Managing Agency representing one-twelfth of the allocated operations and maintenance budget amount for that Party. The invoice may also include required payments for renewal, repair, and replacement under Section 6.1.2, or the Managing Agency may send a separate invoice for the specific project. Payment is due to the Managing Agency within 30 days of receipt of the invoice. On March 1st of each year, the Managing Agency will send an invoice calculating actual water usage as compared to estimated annualized expenditures in the budget and reconcile them. The respective Parties will pay (or receive credit for overpayment toward the next invoice) based upon this reconciliation. As soon as reasonably possible after June 30th of each year, the Managing Agency will conduct a similar reconciliation and the Parties will pay or receive credit for overpayment

as appropriate on the next invoice in the new Fiscal Year.

ARTICLE VII

PROPERTY MANAGEMENT

7.1 Property Management.

Consistent with the terms of this Agreement, the Parties agree that the Property over, under, or upon which the Supply Facilities are constructed will be operated and managed for water supply purposes as follows:

7.1.1 *Duties. of the Managing Agency.* The Managing Agency shall have the responsibility and authority to perform the following functions and may make decisions with respect to such matters as to the Property unless otherwise provided in this Agreement.

7.1.2 *Operation, Maintenance, Repair, and Replacement.* To contract for maintenance, security, repair, and aesthetics of the Property pursuant to an approved budget, contract, or other approval of the Parties as may be required by the terms of the Agreement.

7.1.2.1 *Insurance.* To obtain or renew such policies of property insurance to insure the Property against loss or damage by fire and other hazards covered by a standard policy of fire insurance with extended coverage endorsements written for the full replacement value of the Property. The Managing Agency shall also obtain or renew a policy or

policies of general liability, automobile and property damage insurance with a single limit of not less than $3,000,000. The Managing Agency may also obtain or renew such umbrella or excess primary insurance policies so long as the minimum amounts are maintained. The policies shall provide for not less than 30 days' prior written notice of cancellation. Each Party shall provide workers compensation insurance for its employees. The Managing Agency will receive, hold, and apply any proceeds or reimbursement for claims for the benefit of the Parties.

7.1.2.2 *Payment of Expenses.* To pay when due the expenses of the Property and all other expenses or payments duly authorized by the Parties.

7.1.2.3 *Records.* To maintain complete and accurate records of all receipts and expenditures for the Parties.

7.1.2.4 *Payment of Costs*. Each Party shall be responsible for its proportionate share of costs as set forth in Exhibit 8 related to the Property. Amounts owed by each Party for expenses related to the Property shall be invoiced as provided in Section 6.1.3.

ARTICLE VIII
SUPPLY FACILITIES

8.1 Use of Supply Facilities

The Parties will each use the Supply Facilities in a manner consistent with prudent water utility practices and to minimize interference with each other's use of its respective share of Capacity to meet its Demand. Prudent practices shall include a mutual commitment to conservation and use of water without waste implemented in the joint Water Management and Conservation Plan (WMCP). The Parties anticipate that instances of overuse of Capacity by a Party will be rare and the Parties will resolve such instances on a case-by-case basis. If a new member is added or if another municipal entity is supplied by the Supply Facilities so that additional demands on capacity are placed thereon, then, unless caused by system operation conditions not caused by the overusing Party, any use of l0% or greater by a Party of its allocated share of Capacity for two consecutive years or three out of five years shall be deemed overuse. The overusing Party will compensate the other Party at a lease rate as may be fairly and equitably agreed upon by the Parties. 1n lieu of the above lease rate or in combination with it, the Parties may agree to construct additional improvements, change operating protocols, or reduce demand so that overuse shall cease to occur.

8.2 Mutual Forecast Submittal

In order to make timely, reasonable and prudent judgments concerning meeting respective demands for capacity, the need to lease capacity, the ability to lease

capacity, and the terms and conditions of any such lease, periodically, but not less often than every five years, each Party will submit to the Managing Agency a 10-year planning forecast. The planning forecast will set forth the respective projected water demands, capacity to serve that demand, and identify any deficiencies in capacity by year for the 10-year period. Demand includes any sale of water to third parties from capacity agreed to or reasonably anticipated within the ten-year time frame. The Parties will agree on an appropriate course of action as they deem reasonably available and prudent, under the forecasted circumstances, including, but not limited to, leasing capacity from one to the other, both within and without the timeframe of such planning forecasts.

8.3 Surface Water Rights

Surface Water Rights will remain in the name of Lake Oswego. By execution of this Agreement, Lake Oswego agrees to hold these permits or certificates for the benefit of Tigard and Lake Oswego to the extent of the rights of each allocated under this Agreement. Development and beneficial use by the Parties of water authorized in the Surface Water Rights of Lake Oswego will also accrue to the benefit of all Parties, to the extent of their rights under this Agreement, without regard to ownership.

8.4 Water Treatment Plant Facilities

Except during a curtailment event, each Party will have or obtain Capacity in the Water Treatment Plant Facilities, to serve the Demand of the Party during the Summer Period and the Winter Period up to the respective allocations. The Capacity requirement for Water Treatment Plant Facilities shall consist of

the average of the five (5) consecutive days containing the peak day demand (mgd) imposed on the Supply Facilities by the Party for each Summer Period and Winter Period. Capacity in the Water Treatment Plant Facilities may be obtained by purchase of excess existing Capacity or leasing of Capacity from another Party.

8.5 Transmission System

The Parties agree to maximize the use of the existing Transmission System for the benefit of the Parties before construction of new transmission facilities.

The Parties have agreed on connection points for delivery of water from the Transmission System as set forth in Exhibit 3, which exhibit may be updated and revised by resolution of each Party's city council. To the extent that a Party needs additional Capacity in the Transmission System, the Parties agree to sell or lease available Capacity in the Transmission System prior to construction of new transmission facilities. When expansion of the Transmission System is required, the Parties shall follow the procedures as set forth in Article IX.

8.6 Finished Water Storage

Finished water storage reservoirs (Waluga #1 and Waluga #2) are used by the Parties as shared water storage under the Supply Facilities. Waluga #1 is a 4-million-gallon facility with the capacity allocated to Lake Oswego. Waluga # 2 is a 3.5-million-gallon facility with 1.8 million gallons of

capacity allocated to Tigard and 1.7 million gallons allocated to Lake Oswego. The Parties agree to operate and maintain these storage facilities in an efficient and economic manner for both Parties. Notwithstanding this provision, each Party will construct and operate separate adequate finished water storage within its distribution system to meet their respective operating and emergency conditions as set forth in the Operations Plan as required under Article 12 and prudent utility practices. To the extent that a Party cannot do so, it may make a request to the other Party for supplemental storage. If the Party providing supplemental storage agrees to provide such storage, then the Party receiving such supplemental storage will compensate the other Party as mutually agreed.

ARTICLE IX
ADDITIONAL FACILITIES

9.1 Supply Facility Expansion Requirements

The Parties agree that use of the Supply Facilities by the Parties should be accomplished first by utilizing the Capacity in the Supply Facilities to serve the needs of the Parties. Expansion of the Supply Facilities should be expanded only after the Parties are projected to be using all Capacity, within a reasonable planning horizon or at such other times as the Parties deem appropriate. In determining the appropriate time to begin expansion of the Supply Facilities, the Parties shall consider the time required to provide for environmental reviews, design, permits, and construction. Therefore, the Parties agree to lease Capacity to another Party as provided for in Article X to reasonably and prudently defer

capital improvements and costs thereof.

9.2 New Surface Water Rights and Expansion For Supply Facilities

The Parties agree that finding opportunities to acquire new water rights (surface or ground) may be of great significance to their long-range needs. This may include the purchase of existing Surface or Ground Water Rights or application for permits for surface, ground or stored water rights. The Parties agree that new Clackamas River sources to be used in the Supply Facilities shall first be acquired jointly in proportion to the Party's ownership interest in the Supply Facilities. If a Party elects not to participate in the acquisition of additional water, the other Party may proceed individually.

9.3 Expansion Rights in the Supply Facilities

The Parties agree that any expansion of the Supply Facilities shall be mutually agreed and set forth in a separate project agreement. The Parties shall use reasonable and prudent utility standards in determining when and to what size the Supply Facilities should be expanded. Such determination shall take into consideration the Demand requested by the Parties, the Capacity of the Water Supply Facilities, prudent utility planning standards, available Surface Water Rights, and Transmission System owned or capable of being leased or expanded by the Parties. Based on the planning forecast of Section 8.2, a Party shall provide written notice to the other Party of its desire to expand the Supply Facilities. If they mutually agree, the Parties will place the proposed project on the CIP. The intent of the Parties is to place the proposed project on the CIP for a period of five years. In the third year of the CIP, the Parties shall each decide

whether to accept or reject participation in the expansion. Notice by a Party to participate in an expansion shall be in writing and specify the percent participation in the expansion. Each Party shall have the right to participate in the expansion in at least the same percentage level as the Party' s percent ownership in the Supply Facilities at the time of the proposed expansion. A Party may proceed individually if the other elects not to participate so long as the non-participating Party is held harmless from financial obligation.

9.3 Non-Capacity Capital Improvements

There may arise other improvements which do not directly in and of themselves provide for capacity increasing expansion of the Supply Facilities. In such circumstances, the Parties will execute a separate project agreement and determine the appropriate financial participation by each of the Parties. They shall consider the purpose for the construction of the asset and the benefits to be received by each of the Parties from the asset in determining the financial participation requirement of each. A Party may proceed individually if the other elects not to participate so long as the non-participating Party is held harmless from financial obligation or other adverse impact.

ARTICLE X
LEASING

10.1 Leasing

As provided for in Article 8, the Parties will lease to the other Capacity in the Surface Water Rights and Supply Facilities to the extent available according to

the planning forecast.

10.2 Purpose

The purpose of this Article is to acknowledge the rights of the Parties to lease from each other the unused portion of their respective 18 mgd and 20 mgd allocations of the total 38 mgd Capacity of the Supply Facilities. This section is not intended to limit the Parties from mutually agreeing to leasing supply capacity to each other that varies from the terms of this Agreement.

10.3 Right to Lease

Lake Oswego has the right to lease to Tigard and Tigard to lease from Lake Oswego such unused capacity of its 20 mgd as may be determined by Lake Oswego to be reasonably available and prudent to be leased to Tigard pursuant to Section 8.2 or as they may otherwise agree. Tigard has the right to lease to Lake Oswego and Lake Oswego to lease from Tigard the unused capacity portion of its 18 mgd capacity as may be determined by Tigard to be reasonably available and prudent to be leased to Lake Oswego pursuant to Section 8.2 or as the Parties may otherwise agree.

10.4 Term

The term of any lease for Supply Facilities will be for a minimum of one (1) year and a maximum of ten (l0) years and upon such conditions for renewal as the Parties determine. A lease is to be a short-term measure that allows the Parties to defer expansion or new construction of other water supply options not associated with the Supply Facility and to provide Parties with a near-term stable planning horizon. The Parties do not intend to have perpetual renewal terms.

10.5 Lease Payments

The lease payment for Supply Facilities will be determined by utilizing the Depreciated Replacement Cost Value of the asset amortized over the remaining Book Depreciation Life of the asset at an interest rate equal to the Municipal Bond Index rate plus 200 Basis Points at the year of the lease payment or a comparable index. The lease payment will be fixed for lease terms of five (5) years or less. For lease terms of greater than five (5) years, the lease payment will be recalculated every five (5) years in accordance with this Section 10.5.

10.6 Effective Date of Leases

The effective date for leases set forth in this Article 10 shall be on April 1, following the adoption of this Agreement and every April 1, thereafter.

10.7 Curtailment of Leasing Capacity

The Parties agree that a condition of any lease will be that the lessee Party will be provided Capacity to the same extent that Capacity is available to serve the lessor Party's Demand. Curtailment of Capacity resulting from reduced availability of water will be based on conditions of approval on the Lake Oswego water rights and any reduction or limitation will be shared equally among the Parties.

ARTICLE XI
SALES TO OTHERS

11.1 Water Sales to Others

In addition to the Existing Wholesale Customers, Retail Customers of any Party, existing mutual aid agreements, or extension of service to areas identified in

Exhibit 2, either Party may contract for the sale of water within that Party's allocation of Capacity to any other entity or person provided the contract is on a surplus basis. Any contracts of sale of water that are not on a surplus basis shall require approval of the other Party and compliance with the terms of this Agreement. Any contract shall be administered by the selling Party and all proceeds of water sales will be directly invoiced to the buyer and collected by the selling Party.

The Parties have jointly entered into an agreement with the City of West Linn and South Fork Water Board for emergency and mutual aid purposes, as set forth on Exhibit 9, attached hereto and incorporated by reference. This agreement will be managed by the Managing Agency. Any water provided under that agreement shall be allocated proportionately to and deducted from each Party. Any revenues derived from the joint sale of water under Exhibit 9 will be paid to the Managing Agency. Net proceeds from such sales shall be credited back to the Parties based on a method as mutually agreed. Net proceeds will be those proceeds remaining after expenses, renewals, and replacements and contingencies are paid.

ARTICLE XII

OPERATIONS AND OTHER PLANS, PROTOCOLS AND STRATEGIES

12.1 Planning Responsibilities

The Managing Agency, with the aid and assistance of the Management Committee, will develop various plans, protocols, or strategies as specified

in this Agreement or as deemed necessary to meet prudent utility practices. Any plan or plans may separately address the following topics or be included with other topics: operations, capital improvements, water management and conservation (including Curtailment), water rights, emergency response, and communications and may be revised or amended at any time. The Partnership Committee will have the opportunity to review and comment on any proposed plan, protocol, strategy, or amendment thereof. Excluding the Operations Plan, if a Partnership Committee representative proposes an amendment, then the Partnership Committee will determine, by majority consensus, to forward the amendment to the Management Committee for study. The Management Committee will provide its recommendation to the Partnership Committee.

12.2 Operations Plan

The Parties have adopted an Operations Plan for the Supply Facilities. The Operations Plan includes agreed comprehensive protocols and methodology to provide for water quality, treatment standards and protocols, asset management and for the equitable, effective and efficient operation of the Supply Facilities in accordance with generally accepted utility practices regarding the operation, management, capital repair, replacement, and improvements, and all aspects of the Supply Facilities. The Operations Plan may be updated as recommended by the Managing Agency and Management Committee, with review and comment by the Partnership Committee.

12.3 Joint Water Management and Conservation Plan (including Curtailment)

The Parties have adopted a joint Water Management and Conservation Plan (WMCP) for the Supply Facilities in compliance with the laws of the State of Oregon and will maintain compliance therewith through periodic updates as required. If a Party adopts a separate WMCP for its distribution system, that separate plan must be consistent with the joint WMCP. Any proposed separate WMCP will be reviewed by the Management Committee in advance of council adoption.

The Curtailment Plan element of the joint WMCP will provide that if an emergency or water shortage requires curtailment, the reduction in available water shall be shared proportionately according to allocation of capacity.

12.4 Capital Improvement Plan

The Parties will develop and maintain a Capital Improvement Plan (CIP) for the Supply Facilities which will be reviewed and, if necessary, revised periodically during the budget process. The CIP may be amended at any time following review by the Partnership Committee and approval by the city councils.

12.5 Emergency Response Plan

In accordance with legal requirements and prudent utility practices, the Parties will adopt, maintain, and modify as necessary a comprehensive Emergency Response Plan (ERP) that includes provisions for public outreach and communications as well as interface with state and local offices of emergency management.

12.6 Communications Protocols and Strategies

The Parties agree that coordinated communications for the councils, staff, and customers of each Party is vital to public confidence in the drinking water supply. The Managing Agency, with the aid and assistance of the Management Committee, has and will adopt communications protocols and strategies. The protocols and strategies may be included in other plans such as the Operations Plan, WMCP or ERP, or a separate document. Communications protocols and strategies will be performance based and placed in documents deemed best suited to provide guidance to each Party depending on the circumstances.

Any communications plan or protocol will endeavor to provide consistent, timely, and clear messaging with updates as additional information is discovered. Each Party shall have a designated point of contact or alternate (Designee) to give and receive notifications from the other Party at any and all times. It shall then be the responsibility of the Designee to communicate and disseminate information internally. Except where required by law, it will be at the discretion of the Party as to how and what information it provides to its customers. The Parties will endeavor to jointly coordinate the content of any information to be released to the public. Any public press releases or statements shall be provided to the other Party's Designee if time allows.

The Managing Agency will provide notice to the Designee regarding any issue affecting water supply, water quality, need for curtailment, or other

emergency measures as soon as reasonably practical under the circumstances. The Managing agency will provide updated information as it is reasonably verified. The Designee will be responsible to communicate with the Designee's appointing Party.

12.7 Alternate Supply

The Parties recognize and agree that in curtailment events, Tigard is in the best position to mitigate against adverse effects by accessing alternate interim water supply from multiple sources. (Alternate Supply). These Alternate Supplies allows Tigard to reduce or eliminate demand on the Supply Facilities or to provide water to Lake Oswego, all to Lake Oswego's benefit. In such cases where Tigard suspends or reduces its demand on the Supply Facilities to enable Lake Oswego to supply its customers by using Alternate Supply or provides Alternate Supply to Lake Oswego, Lake Oswego agrees to compensate Tigard for the direct and indirect cost of Alternate Supply. Tigard's selection of Alternate Supply shall be outcome based made in good faith considering cost, water quality, availability, and operational efficiency.

ARTICLE XIII

WITHDRAWAL, TERMINATION OF MEMBERSHIP, SALE OF ASSETS AND DISSOLUTION

13.1 Complete or Partial Termination of Interest

Any Party may elect to terminate all or part of its participation in this Agreement and withdraw from the Supply Facilities as designated (full or partial) by giving

written notice of its desire to terminate to the other Party and stating a date for termination which may not be less than two (2) years from the date of notice. The remaining Party receiving notice of termination will have the first option to purchase the terminating interest. If Tigard terminates in whole or in part, the purchase price will not include any value for water as those water rights remaining with Lake Oswego. If Tigard completely terminates from this Agreement, it shall not receive water unless Lake Oswego agrees in writing. If Tigard partially terminates, its 18 mgd capacity shall be adjusted to reflect its retained, proportionate interest. The Parties shall meet for the purpose of establishing the price for the terminated interest. The meeting shall be held within 90 days following receipt of notice of termination.

Notice to the selling Party of the other Party' s intent to buy all or a portion of the terminating interest shall be given no later than three (3) months after receipt of the written notice of the Party's desire to terminate. If the remaining Party purchases less than the full portion of the terminating interest, the Parties also agree that any unpurchased interest may be sold to another local government party so long as that other local government party becomes subject to all terms and conditions of this Agreement. The terminating Party shall use best efforts to find another local government partner to buy the remaining unpurchased interest or to assign or lease capacity so as not to unduly burden the remaining Party. Consent by the remaining Party for another local government party to purchase, take assignment, or lease the Supply Facilities to this Agreement shall not be unreasonably withheld. Any assignment or lease of an unpurchased

interest to another local government shall not relieve the party from its obligations under this Agreement, unless the agreement specifically provides for such release. Negotiations of the terms of sale, assignment, or lease to another local government Party shall include the non-terminating Party as to those terms which directly impact its operational and financial interest.

13.2 Sale of Assets

A Party may offer to sell to the other Party its ownership interest in an identified portion of the Supply Facilities (e.g., a percent of the Transmission System). Notice of the proposed sale shall be given to the other Party by the Party wishing to sell. Such notice shall specify the material terms and conditions of the sale. The terms and conditions of Section 13.1 shall apply. If the other Party determines not to purchase, the selling Party may also assign or lease the unpurchased interest to another local government party. Consent to such assignment or lease shall not be unreasonably withheld or relieve the Party from its obligations under this Agreement.

13.3 Valuation of Interest

The Parties shall meet to agree upon a price within 90 days of the receipt of notice under Sections 13.1 or 13.2. The price shall be fixed by determining the terminating/selling Party's interest in the subject assets using the Depreciated Replacement Cost Value. Nothing herein shall prevent the Parties from agreeing upon a price through negotiation and unanimous consent. Sales, assignments, or leases to third parties are not subject to the valuation formula of this Section.

13.4 Payment

The payment price for the subject interest shall be paid in full on the date of termination set forth in the notice of intent to terminate/sell, as agreed by the Parties or award of arbitration or court. Interest shall commence to accrue from the date of agreement arbitration or judgment at the Local Government Investment Pool rate. If a Party fails to pay the purchase price in full at the date of termination, then the terminating/selling Party shall have the right to sell or transfer or assign the subject interest to any other government entity as provided in Section 13.1 or 13.2.

13.5 Default and For Cause Termination

The failure of a Party to perform any duty imposed upon it by this Agreement shall constitute a default. The non-defaulting Party shall have the right to give the defaulting Party a written notice of default, which shall describe the default in reasonable detail and state the date by which the default must be cured, which date shall be at least 60 days after receipt of the notice of default, except in the case of a failure to advance funds, in which case the date shall be 30 days after receipt of the notice of default.

13.5.1 Opportunity to Cure. If, within the applicable period described in Section 13.5, the defaulting Party cures the default, begins to correct the default within the applicable period and continues corrective efforts with reasonable diligence until a cure is completed, or if the failure is one (other than the failure to make payments) that cannot in good faith be corrected within such period and the defaulting Party presents a cure plan

that complies with all laws and regulations, the notice of default shall be suspended and the defaulting Party shall lose no rights under this Agreement. If, within the specified period, the defaulting Party does not cure the default or begin to cure the default as provided above or request Dispute Resolution, the non-defaulting Party may pursue rights and remedies under this Agreement.

13.5.2 Rights Upon Default. If the defaulting Party has not cured the default as provided in Section 13.5.1, it shall have no voting rights under this Agreement until the default has been cured. In addition, the non-defaulting Party may pursue any other remedy available at law or in equity against the defaulting Party, including but not limited to, an action for damages, costs of obtaining substitute water, or other performance.

13.6 Dissolution of the Agreement

This Agreement may be terminated and dissolved by mutual agreement of the city councils. Upon dissolution, the Parties shall agree on a Dissolution Plan and schedule to wind down and dissolve the business affairs. Unless modified by the Dissolution Plan, the dissolution shall be effective only after all debts and obligations are paid or provision for payment is made. Each Party shall assume a share of the debts and obligations in proportion to their ownership in the Supply Facilities unless the instrument or transaction that created the debt or obligation specified otherwise. The Parties shall execute those documents necessary to vest proportionate ownership of the Supply Facilities and Property in each Party and execute a post dissolution water supply agreement and a management agreement

for the Supply Facilities and Property. Nothing herein shall prevent a Party from accepting cash or other consideration in lieu of continued proportionate ownership in the Supply Facilities and Property. The cost of dissolution shall be treated as an operation and maintenance expense.

13.7 Water Supply to Tigard

If Lake Oswego elects to terminate this Agreement, or if the Parties mutually agree to dissolve this Agreement, Lake Oswego agrees to provide Tigard with treated water sufficient to supply 18 million gallons per day so that Tigard is always assured of having sufficient source to supply its capacity share and usage of the Supply Facilities. Negotiation of a mutually agreeable water supply agreement shall be a condition precedent to any termination of this Agreement by Lake Oswego or Dissolution Plan.

13.8 Unreasonable Withholding of Consent

Unreasonable withholding of consent shall be those reasons other than financial considerations, availability of alternate water sources, water usage characteristics water service territory, water demand forecasts, technical or operational expertise, history as a recognized local government water service provider, ownership, control, operation by or for a private entity or person, or other relevant matters considered in reasonable and prudent utility management.

ARTICLE XIV
DISPUTE RESOLUTION

14.1 Dispute Resolution

The Parties hereby agree that resolution of any disputes arising out of this

Agreement shall follow the steps as set forth in Section 14.2. However, nothing shall prevent the disputing parties (Disputing Parties) from waiving any of the steps by mutual consent. This Agreement obligates the Parties to achieve the mutual benefit of the Supply Facilities, Property, and Water Rights. Each Party agrees to bring forward issues regarding past performance or anticipated performance of obligations and duties at the earliest reasonable opportunity so that the Parties can work toward solutions in an attempt to avoid formal declaration of default. The Dispute Resolution process is to encourage solutions at the earliest stage through negotiation.

14.2 Dispute Resolution Steps

Step One: (Negotiation)

Either Party may give notice and description of the dispute (Notice). The city managers or their designees shall meet and attempt to resolve the issue. If the dispute is resolved at this step, there shall be a written determination of such resolution, signed by each city manager and ratified by the governing bodies.

Step Two: (Mediation)

If the dispute cannot be resolved at Step One within thirty (30) days after Notice is given, the Parties shall submit the matter to non-binding mediation in accordance with ORS Chapter 36. The Parties shall attempt to agree on a mediator (Neutral). If they cannot agree, the Parties shall request a list of five (5) Neutrals from an entity or firm providing mediation services. The Parties shall mutually agree on a Neutral from the list provided. Any common costs of

mediation shall be shared equally by the Parties. The Parties shall make good faith efforts to conclude mediation within 60 days after selection of the Neutral. If the issue is resolved at this step, a written determination of such resolution shall be signed by each city manager and ratified by the governing bodies.

Step Three (Litigation or Mutually Agreed Arbitration)

After exhaustion of the preceding processes, either Party may elect to submit all disputes or claims arising out of this Agreement to the Circuit Court of the State of Oregon for the County of Clackamas. However, if both parties mutually agree, the dispute may be submitted to binding arbitration under the rules and processes of U. S. Arbitration and Mediation of Portland, Oregon or similar mutually agreed process. Each Party shall select an arbitrator and the two shall appoint a third arbitrator. All costs of the arbitrators and arbitration proceedings shall be borne equally. The arbitrators may determine a different allocation of these costs if they find a Party asserted a frivolous claim or position. The Oregon Rules of Civil Procedure relating to discovery and the Oregon Evidence Rules will apply. The decision of the panel shall be binding and may be enforced by entry of an award as a judgment. Nothing herein shall prevent the Disputing Parties from selecting a single arbitrator by agreement.

14.3 Legal Fees

Each Disputing Party shall bear its own legal and expert witness fees at all stages of proceedings, including any appeals.

ARTICLE XV
NOTICES

Any notice herein required or permitted to be given will be given in writing and effective when actually received by hand delivery or by the United States mail, first class postage prepaid, addressed to the Parties as set forth below. The Parties will notify the Managing Agency of any change of address or title for receipt of notices under this Agreement.

LAKE OSWEGO

The City of Lake Oswego
Attention: City Manager
380 A Avenue
P.O. Box 369
Lake Oswego, OR 97034

With a copy to:
City of Lake Oswego
City Attorney
380 A Avenue
PO Box 369
Lake Oswego, Or 97034

TIGARD

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

With a copy to:
City of Tigard
City Attorney
13125 SW Hall Blvd
Tigard, OR 97223

ARTICLE XVI
GENERAL PROVISIONS

16.1 Instruments of Further Assurance

From time to time, at the request of a Party, each Party will, without further consideration, execute and deliver such further instruments, and take such

further action as may be reasonably required to fully effectuate the purposes of this Agreement.

16.2 Entire Agreement

This Agreement embodies the entire agreement and understanding between the Parties hereto with respect to the Supply Facilities and supersedes all previous agreements and understandings relating to the Supply Facilities except as provided herein.

16.3 Assignment, Sale or Transfer

No Party has the right to sell, transfer or assign its interest in this Agreement (or any portion thereof) or asset(s), without the prior written consent of the other in accordance with requirements of this Agreement. No Party may sell, transfer, assign its interest, or sell water to an existing wholesale customer in the other Party' s service area as set forth on Exhibit 2 without the prior written consent of the other Party in accordance with the requirements of this Agreement.

16.4 Severability

In case any one or more of the provisions contained in this Agreement is found to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein will not in any way be affected or impaired thereby.

16.5 Counterparts

This Agreement may be executed in any number of counterparts and by the Parties or separate counterparts, any one of which constitutes an Agreement between and among the Parties.

16.6 Headings

The article, section and subsection headings contained in this Agreement are for reference purposes only and do not in any way affect the meaning or interpretation of this Agreement.

16.7 Force Majeure

No Party will be considered in default in the performance of its obligations under this Agreement to the extent that the performance of any such obligation is prevented or delayed by any cause, existing or in the future, which is beyond the reasonable control of the affected Party, including, but not limited to, Acts of God, earthquake, labor disputes, civil commotion, war events beyond the reasonable control of the Parties, such as regulatory restrictions or requirements, permit issuance, and the like. In the event a Party claims that performance of its obligations was prevented or delayed by any such cause, that Party will promptly notify the other Parties of that fact and of the circumstance preventing or delaying performance. Such Party so claiming a cause of delayed performance will endeavor to the extent reasonable to remove the obstacles which preclude performance.

16.8 Consolidation. Merger, Annexation

16.8.1 Change of organization is defined as the consolidation or merger of a Party with another city under ORS 222.610 *et seq.*

16.8.2 Any new entity created by change of organization involving a Party to this Agreement requires prior consent of the other Party as to the successor or surviving entity's entitlement to be an owner of the Supply Facilities, based on the entity's legal, financial, and technical ability to

assume the original Party's obligations under this Agreement. Such consent will not be unreasonably withheld. If the surviving or successor entity is approved, the original Party's obligations and rights hereunder shall be binding upon and inure to the benefit of the surviving or successor entity and that entity will be subject to all obligations of this Agreement.

16.8.3 Annexation of or provision of service to an area beyond that area identified for each Party in this Agreement and any transfer of a Party's territory to a water authority formed by one or more cities, water districts, or both, requires the prior consent of the other Party, which will not be unreasonably withheld considering capacity and demands and other system factors. Annexations or service to identified areas do not require consent.

16.9 Survival of Covenants,

Any provision of this Agreement which, by its terms has or may have application after the expiration or earlier termination of this Agreement, including all covenants, agreements, and warranties, shall be deemed to the extent of such application to survive the expiration or termination of this Agreement.

16.10 Indemnity

To the extent permitted by the Constitution and laws of Oregon, each Party agrees to defend, indemnify and hold harmless the other from and against any and all actual or alleged claims, damages, expenses, costs, fees, including but not limited to attorney, account, paralegal, expert, and escrow fees, fines, environmental costs or penalties (collectively "costs"), which may be imposed

upon, claimed against, or incurred or suffered by the Party, unless and to the extent it was resulting from an individual Party's negligence or willful misconduct.

16.11 No Third Party Beneficiaries

The Parties hereto are the only Parties to this Agreement and the only persons or entities entitled to enforce its terms.

16.12 Future Modifications

Every five (5) years, the Partnership Committee may review this Agreement to determine if modifications to this Agreement are necessary or desirable. However, such modifications require approval of each Party's city council.

IN WITNESS WHEREOF the Parties have dated and signed this Agreement.

[Signatures on following page]

CITY OF LAKE OSWEGO

_____
Mayor

_____
Dated

_____
City Recorder

_____
Dated

_____
City Attorney

_____
Dated

CITY OF TIGARD

_____
Mayor

_____
Dated

_____
City Recorder

_____
Dated

_____
City Attorney

_____
Dated

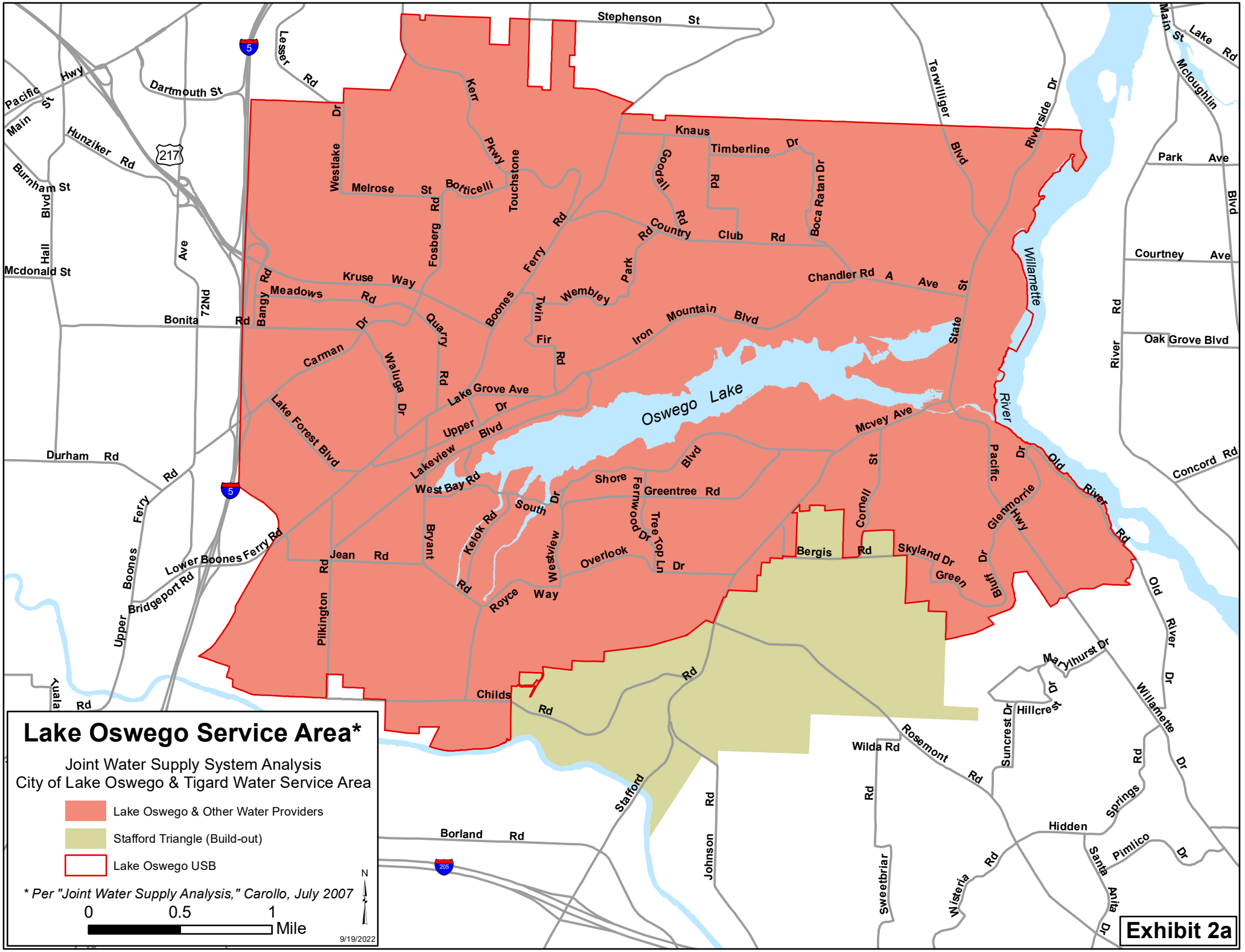
1 Interim Supply to Lake Oswego (not allocated)
2 Raw Water Intake (not allocated)
3 Raw Water Transmission
4 Water Treatment Plant: Land
5 Water Treatment Plant: Structures & Equipment (not allocated)
6 Finished Transmission Main (not allocated)
7 Waluga Reservoir: Land (Reservoir Property)
8 Waluga Reservoir: Structures & Equipment (not allocated)
9 Bonita Pump Station (not allocated)
10 Computer System/Software
11 General Plant

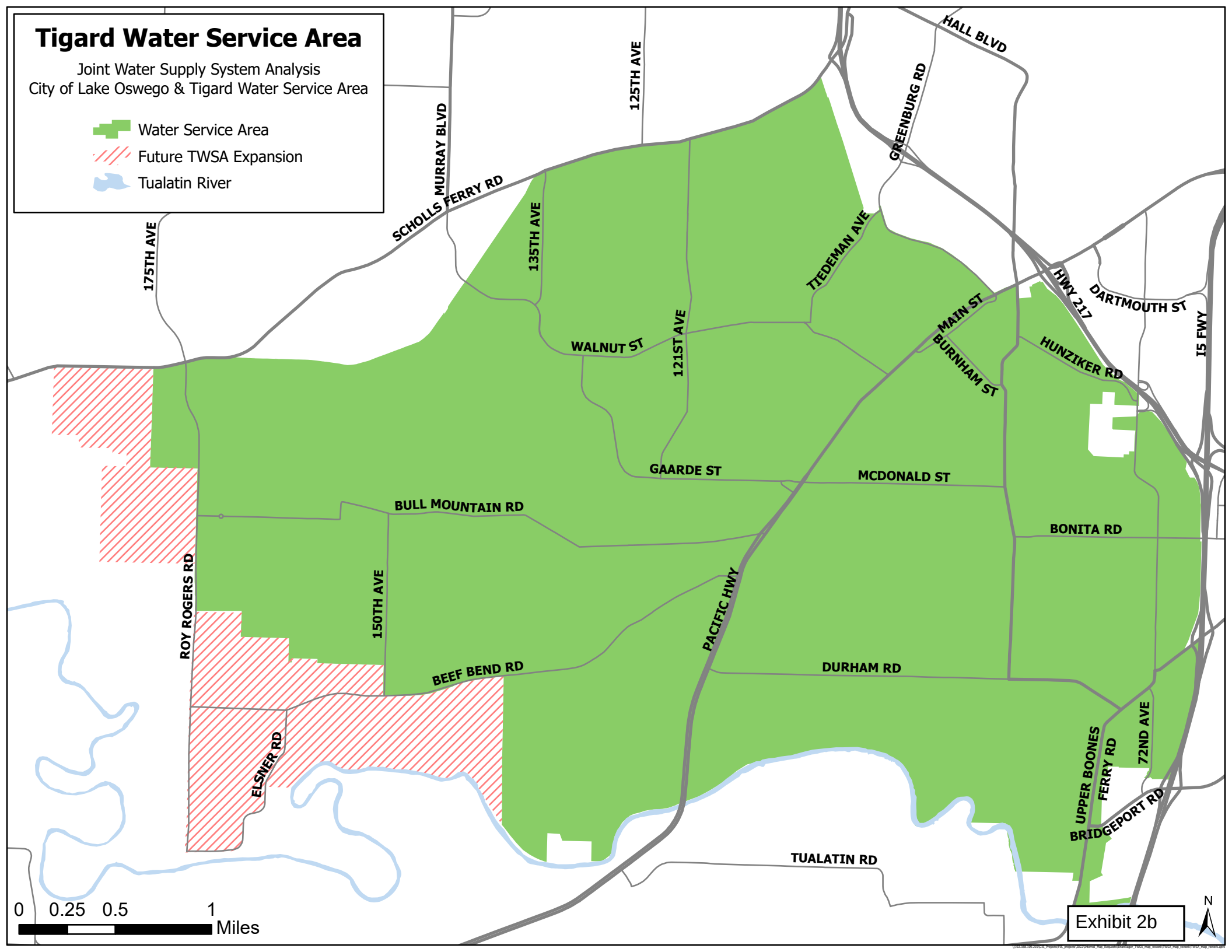
Exhibit 1
Existing Real Property, Supply Facility Components and Valuation

Current Year	2008	**Assumed Escalation**	5%
May 2008 ENR CCI	8140	**Projcted July 2008 ENR CCI**	8,208

Allocation	Asset Description	Acquisition Date	Acquisition Amount	Original ENR CCI	July 2008 CCI	Today Acquisition Amount	Useful Life (in years)	Depreciation Amount	Value Today
	Water Treatment Plant Land			1,155	8,208				
4	Plant Site	6/30/1968	$ 83,797			$ 595,491	Land	$ -	$ 595,491
	Sub Total		**$ 83,797**			**$ 595,491**		**$ -**	**$ 595,491**
	Raw Water Transmission			1,269	8,208				
3	Raw Water Transmission	6/30/1969	$ 590,137			$ 3,816,979	100	$ 1,488,622	$ 2,328,357
3	Pipleline Easements	6/30/1969	$ 22,000			$ 142,295	100	$ 55,495	$ 86,800
	Sub Total		**$ 612,137**			**$ 3,959,274**		**$ 1,544,117**	**$ 2,415,157**
	Distribution Storage								
7	Reservoir Property	6/29/1980	$ 8,416	3,237	8,208	$ 21,340	Land	$ -	$ 21,340
	Waluga Reservoir	3/30/1983	$ 1,281,427	4,066	8,208	$ 2,586,753	100	$ 646,688	$ 1,940,065
	Sub Total		**$ 1,289,843**			**$ 2,608,093**		**$ 646,688**	**$ 1,961,405**
	Computer Systems/Software								
10	SCADA System Upgrade	6/30/1991	$ 180,722	4,835	8,208	$ 306,791	20	$ 260,773	$ 46,019
10	Scada Software Upgrade	6/30/1999	$ 33,500	6,059	8,208	$ 45,381	20	$ 20,421	$ 24,959
	Sub Total		**$ 214,222**			**$ 352,172**		**$ 281,194**	**$ 70,978**
	General Plant								
11	Other	6/8/1982	$ 17,000	3,825	8,208	$ 36,479	20	$ 36,479	$ -
11	Vehicles	6/8/1986	$ 24,000	4,295	8,208	$ 45,864	20	$ 45,864	$ -
11	Vehicles	6/30/1999	$ 20,500	6,059	8,208	$ 27,770	20	$ 12,497	$ 15,274
	Sub Total		**$ 61,500**			**$ 110,114**		**$ 94,840**	**$ 15,274**
	Land Additions					2006 RMV (land Only)			
7	Waluga Res #1	1976				$ 329,841	Land	$ -	$ 329,841
7	4800 Carmen Dr	1992				$ 237,346	Land	$ -	$ 237,346
7	Vacant Parcel	1992				$ 253,485	Land	$ -	$ 253,485
4	4260 Kenthorpe Way	1966				$ 680,014	Land	$ -	$ 680,014
4	WTP Property	1979				$ 132,652	Land	$ -	$ 132,652
4	4245 Mapleton Dr	1989				$ 258,916	Land	$ -	$ 258,916
4	4305 Mapleton Dr	1995				$ 258,916	Land	$ -	$ 258,916
4	4315 Mapleton Dr	1989				$ 258,916	Land	$ -	$ 258,916
4	South of Plant Site	1989				$ 47,430	Land	$ -	$ 47,430
	Clackamas River Intake & Pump Station								
	Structure	6/30/1969	$ 121,980	1,269	8,208	$ 788,961	60	$ 512,825	$ 276,136
	Pumps & equipment	6/30/1969	$ 50,825	1,269	8,208	$ 328,734	40	$ 320,515	$ 8,218
	Piping and Valves	6/30/1969	$ 20,330	1,269	8,208	$ 131,494	60	$ 85,471	$ 46,023
	Electrical, I&C, HVAC	6/30/1969	$ 10,165	1,269	8,208	$ 65,747	40	$ 64,103	$ 1,644
	Seismic Upgrades	1980	$ 131,000	6,538	8,208	$ 164,458	60	$ 76,747	$ 87,711
	Pumps	1980	$ 40,000	3,237	8,208	$ 101,425	40	$ 70,998	$ 30,428
	Pumps No. 4	2002	$ 153,833	6,538	8,208	$ 193,123	40	$ 28,968	$ 164,154
	Intake Fish Screens	2002	$ 1,352,600	6,538	8,208	$ 1,698,060	20	$ 509,418	$ 1,188,642
	Piping and Valves	1980	$ 10,000	3,237	8,208	$ 25,356	60	$ 11,833	$ 13,523
	Electrical and HVAC	1980	$ 21,000	3,237	8,208	$ 53,248	40	$ 37,274	$ 15,974
	Intake Land								
	Water Treatment Plant								
	Site Work	6/30/1969	$ 155,915	1,269	8,208	$ 1,008,451	60	$ 655,493	$ 352,958
	Concrete and Buildings	6/30/1969	$ 479,739	1,269	8,208	$ 3,102,930	60	$ 2,016,904	$ 1,086,025
	Pumps	6/30/1969	$ 4,197	1,269	8,208	$ 27,146	40	$ 26,467	$ 679
	Mechanical Equipment	6/30/1969	$ 125,931	1,269	8,208	$ 814,516	40	$ 794,153	$ 20,363
	Piping and Valves	6/30/1969	$ 191,895	1,269	8,208	$ 1,241,168	60	$ 806,759	$ 434,409
	Electrical, I&C, HVAC	6/30/1969	$ 191,895	1,269	8,208	$ 1,241,168	40	$ 1,210,139	$ 31,029
	Filter Media, and Underdrains	6/30/1969		1,269	8,208	$ -	40	$ -	$ -
	Chemical Addition	6/30/1969		1,269	8,208	$ -	40	$ -	$ -
	Clear Well	6/30/1969		1,269	8,208	$ -	60	$ -	$ -
	Solids Dewatering Facilities	6/30/1969		1,269	8,208	$ -	60	$ -	$ -
	Miscellaneous	6/30/1969	$ 11,993	1,269	8,208	$ 77,570	20	$ 77,570	$ -
	Engineering	6/30/1969		1,269	8,208	$ -	60	$ -	$ -
	Expansion	1980	$ 80,221	3,237	8,208	$ 203,411	60	$ 94,925	$ 108,486
	Site Work	1998	$ 510,000	5,920	8,208	$ 707,094	60	$ 117,849	$ 589,245
	Expansion	1980	$ 333,224	3,237	8,208	$ 844,933	60	$ 394,302	$ 450,631
	Seismic/ADA/Code	2000	$ 498,498	6,221	8,208	$ 657,706	60	$ 87,694	$ 570,012
	Expansion	1980	$ 86,391	3,237	8,208	$ 219,056	60	$ 102,226	$ 116,830
	Pumps and Equipment	1999	$ 507,925	6,059	8,208	$ 688,061	40	$ 154,814	$ 533,248
	Expansion	1980	$ 67,879	3,237	8,208	$ 172,116	60	$ 80,321	$ 91,795
	Mechanical	2001	$ 641,126	6,343	8,208	$ 829,616	40	$ 145,183	$ 684,433
	Expansion	1980	$ 357,906	3,237	8,208	$ 907,517	60	$ 423,508	$ 484,009
	Expansion	1980	$ 178,954	3,237	8,208	$ 453,761	60	$ 211,755	$ 242,006
	Electrical	1999	$ 66,247	6,059	8,208	$ 89,742	40	$ 20,192	$ 69,550
	Electrical & Instrumentation	2001	$ 568,564	6,343	8,208	$ 735,721	40	$ 128,751	$ 606,970
	Expansion	1980	$ 83,923	3,237	8,208	$ 212,798	60	$ 99,306	$ 113,492
	Filters & Structural Work	2001	$ 416,886	6,343	8,208	$ 539,450	40	$ 94,404	$ 445,046
	Sodium Hypochlorite System	1998	$ 282,793	5,920	8,208	$ 392,081	40	$ 98,020	$ 294,061
	Lime Sotrage/Feed System	1998	$ 1,000,158	5,920	8,208	$ 1,386,677	40	$ 346,669	$ 1,040,008
	CO2 Storage/Feed System	1998	$ 238,357	5,920	8,208	$ 330,472	40	$ 82,618	$ 247,854
	Alum Sotrage/Feed System	1998	$ 522,800	5,920	8,208	$ 724,840	40	$ 181,210	$ 543,630
	Clear Well Baffle	1996	$ 107,293	5,622	8,208	$ 156,642	40	$ 46,993	$ 109,650
	Solids Dewatering Lagoons	1999	$ 1,084,518	6,059	8,208	$ 1,469,144	40	$ 330,557	$ 1,138,587
	Expansion	1980	$ 45,664	3,237	8,208	$ 115,787	60	$ 54,034	$ 61,753
	Engineering	1998	$ 311,460	5,920	8,208	$ 431,826	60	$ 71,971	$ 359,855
	Engineering	1999	$ 120,000	6,059	8,208	$ 162,558	60	$ 24,384	$ 138,174
	Engineering	2000	$ 126,653	6,221	8,208	$ 167,103	60	$ 22,280	$ 144,822
	Engineering	2001	$ 332,000	6,343	8,208	$ 429,608	60	$ 50,121	$ 379,487
	Finished Water Transmission								
	24-inch Finished Water Main	6/30/1969	$ 473,456	1,269	8,208	$ 3,062,292	100	$ 1,194,294	$ 1,867,998
	WTP Transmission Main	6/30/1969	$ 42,618	1,269	8,208	$ 275,651	100	$ 107,504	$ 168,147
	North Shore-Iron Mtn. Pipelines	6/30/1970	$ 534,142	1,381	8,208	$ 3,174,619	100	$ 1,206,355	$ 1,968,264
	Upper Dr.-Iron Mtn. 24 Inch Pipeline	6/30/1985	$ 575,398	4,195	8,208	$ 1,125,810	100	$ 258,936	$ 866,873
	Cathodic Protection System	4/1/2000	$ 486,097	6,221	8,208	$ 641,344	40	$ 128,269	$ 513,075
			$ 2,111,711						$ 5,384,358
	Sub Total		**$ 15,866,160**			**$ 34,828,504**		**$ 13,665,082**	**$ 26,547,780**

	Acquisition Value	2008 Value	Calculated Depreciation	Total Current Value
TOTAL ASSETS	**$ 18,127,659**	**$ 42,453,649**	**$ 16,231,922**	**$ 31,606,085**


Lake Oswego Service Area*
Joint Water Supply System Analysis
City of Lake Oswego & Tigard Water Service Area
Lake Oswego & Other Water Providers
Stafford Triangle (Build-out)
Lake Oswego USB
* Per "Joint Water Supply Analysis," Carollo, July 2007
0
0.5
1
Mile
N
9/19/2022
Exhibit 2a
Oswego Lake
Willamette River
Old River Rd
Stephenson St
Dartmouth St
Hunziker Rd
Durham Rd
Bonita Rd
Lower Boones Ferry Rd
Bridgeport Rd
Childs Rd
Borland Rd
Stafford Rd
Johnson Rd
Rosemont Rd
Wilda Rd
Sweetbriar Rd
Wisteria Dr
Hidden Springs Rd
Pimlico Dr
Santa Anita Dr
Marylhurst Dr
Hillcrest Dr
Suncrest Dr
Willamette Dr
Park Ave
Courtney Ave
Oak Grove Blvd
Concord Rd
Mcloughlin Blvd
Lake Rd
Main St
Pacific Hwy
Burnham St
Mcdonald St
Hall Blvd
72Nd Ave
Lesser Rd
Kerr Pkwy
Westlake Dr
Melrose St
Botticelli Rd
Touchstone Dr
Fosberg Rd
Bangy Rd
Meadows Rd
Kruse Way
Carman Dr
Waluga Dr
Quarry Rd
Boones Ferry Rd
Twin Fir Rd
Wembley Park
Iron Mountain Blvd
Lake Grove Ave
Upper Dr
Lakeview Blvd
Lake Forest Blvd
West Bay Rd
Shore Dr
South Dr
Greentree Rd
Fernwood Dr
Tree Top Ln
Overlook Dr
Westview Dr
Kelok Rd
Bryant Rd
Jean Rd
Pilkington Rd
Royce Way
Bergis Rd
Skyland Dr
Green Dr
Cornell St
Mcvey Ave
Pacific Dr
Glenmorrie Dr
Bluff Dr
Terwilliger Blvd
Riverside Dr
Knaus Timberline Dr
Goodall Rd
Country Club Rd
Boca Ratan Dr
Chandler Rd
A Ave
State St
Kruse Way
Lake Oswego Ave
Upper Blvd
Lakeview Blvd
Shore Blvd
Greentree Rd
Mcvey Ave
Old River Rd
Glenmorrie Hwy
Bergis Rd
Skyland Dr
Green Dr
Bluff Dr
Cornell St
Pacific Dr
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Meadows Rd
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Waluga Dr
Quarry Rd
Boones Ferry Rd
Twin Fir Rd
Wembley Park
Iron Mountain Blvd
Lake Grove Ave
Upper Dr
Lakeview Blvd
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Shore Dr
South Dr
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Fernwood Dr
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Westview Dr
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Bryant Rd
Jean Rd
Pilkington Rd
Royce Way
Bergis Rd
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Riverside Dr
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A Ave
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Courtney Ave
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Hidden Springs Rd
Pimlico Dr
Santa Anita Dr
Marylhurst Dr
Hillcrest Dr
Suncrest Dr
Willamette Dr


Tigard Water Service Area
Joint Water Supply System Analysis
City of Lake Oswego & Tigard Water Service Area
Water Service Area
Future TWSA Expansion
Tualatin River
HALL BLVD
125TH AVE
GREENBURG RD
SCHOLLS FERRY RD
MURRAY BLVD
175TH AVE
135TH AVE
TIEDEMAN AVE
HWY 217
DARTMOUTH ST
I5 FWY
MAIN ST
BURNHAM ST
HUNZIKER RD
WALNUT ST
121ST AVE
GAARDE ST
MCDONALD ST
BULL MOUNTAIN RD
BONITA RD
ROY ROGERS RD
150TH AVE
PACIFIC HWY
BEEF BEND RD
DURHAM RD
ELSNER RD
UPPER BOONES FERRY RD
72ND AVE
BRIDGEPORT RD
TUALATIN RD
0 0.25 0.5 1 Miles
N
Exhibit 2b

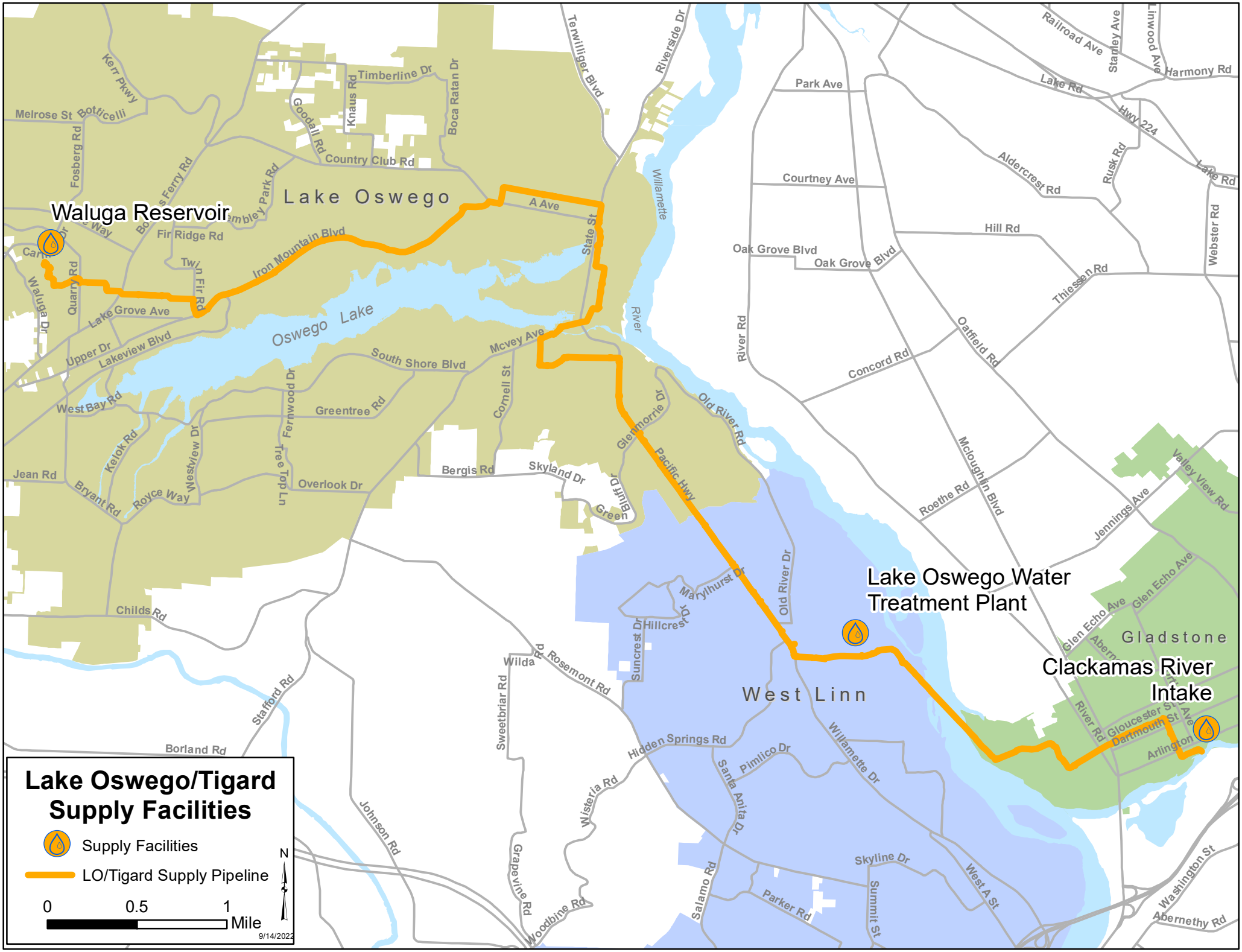

Waluga Reservoir
Lake Oswego
Oswego Lake
Lake Oswego Water Treatment Plant
Clackamas River Intake
West Linn
Gladstone
Lake Oswego/Tigard Supply Facilities
Supply Facilities
LO/Tigard Supply Pipeline
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0.5
1
Mile
N
9/14/2022
Melrose St
Fosberg Rd
Kerr Pkwy
Bottricelli
Timberline Dr
Knaus Rd
Goodall Rd
Country Club Rd
Boca Ratan Dr
Terwilliger Blvd
Riverside Dr
Railroad Ave
Stanley Ave
Linwood Ave
Harmony Rd
Park Ave
Lake Rd
Hwy 224
Courtney Ave
Aldercrest Rd
Rusk Rd
Webster Rd
Hill Rd
Oak Grove Blvd
Thiessen Rd
Oatfield Rd
River Rd
Concord Rd
Roethe Rd
McLoughlin Blvd
Jennings Ave
Valley View Rd
Glen Echo Ave
Dartmouth St
Arlington
Gloucester St
Fir Ridge Rd
Iron Mountain Blvd
A Ave
State St
Willamette River
Twin Fir Rd
Quarry Rd
Waluga Dr
Lake Grove Ave
Upper Dr
Lakeview Blvd
South Shore Blvd
Mcvey Ave
Cornell St
Old River Rd
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Glenmorrie Dr
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Wilda Dr
Rosemont Rd
Sweetbriar Rd
Suncrest Dr
Hillcrest Dr
Marylhurst Dr
Old River Dr
Hidden Springs Rd
Pimlico Dr
Santa Anita Dr
Willamette Dr
Wisteria Rd
Grapevine Rd
Woodbine Rd
Salamo Rd
Parker Rd
Skyline Dr
Summit St
West A St
Washington St
Abernethy Rd

Exhibit __4__.

City of Lake Oswego Water Rights Summary

Permitee	Application/Permit#	Authorized amount (cfs/mgd)	Authorized place of use	Amount developed/certificate# (cfs/mgd)	Amount undeveloped (cfs/mgd)	Priority Date	Source water
City of Lake Oswego	S43365/S32410	50/32.32	City of Lake Oswego and City of Tigard[1]	25/16.16/C78332	25/16.16	3/14/1967	Clackamas River
City of Lake Oswego	S50819/S37839	9/5.81	City of Tualatin and Tigard Water District[2]	0	9/5.81	7/5/1973	Clackamas River

Notes: 1. The City of Lake Oswego is currently seeking extensions of time to fully use all water authorized under permit Nos. S32410, S37839 and S43246. Proposed Final Orders (PFO) approving the City's request are pending at Water Resources Department (WRD) in Salem. It is expected protests will be filed on the PFO's once they are issued for public comment.

2. The City has submitted its water management and conservation plan to WRD and no public comments on the plan were filed during the 30-day public comment period. An approved WMCP is required before the City can access any portion of undeveloped water noted above.

[1] Permit Amendment T-8358 amended Permits S32410 and S37839 to include the City of Tigard as authorized places of use.
[2] Permit S37839 was granted to the City of Lake Oswego for the benefit of the Cities of Tualatin and the Tigard Water District.

EXHIBIT 5
Lake Oswego Tigard Water Project
SUMMARY OF EASEMENTS

1.	Name:	Permanent Waterline Easement
	Grantor:	TRC Oswego Village, LLC, an Oregon limited liability company
	Grantee:	City of Lake Oswego, an Oregon municipal corporation
	Entered:	January 5, 2016
		Awarded pursuant to a Stipulated Final General Judgment signed on December 31, 2015, by Circuit Court Judge Michael C. Wetzel, and entered on January 5, 2016, in the matter of *The City of Lake Oswego, an Oregon municipal corporation vs. TRC Oswego Village, LLC*, and Clackamas County Circuit Court Case No. CV15030140, and described on the attached Exhibit A-1.
2.	Name:	Permanent Subsurface Waterline Easement
	Grantor:	Jolyn of Gladstone, LLC, an Oregon limited liability company
	Grantee:	City of Lake Oswego, a Municipal Corporation
	Dated:	July 16, 2013
	Recording Date:	July 29, 2013
	Recording No.:	2013-052971, Clackamas County Official Records
	As amended by	
	Name:	First Amendment to Permanent Subsurface Waterline Easement
	Grantor:	Jolyn of Gladstone, LLC, an Oregon limited liability company
	Grantee:	City of Lake Oswego, a Municipal Corporation
	Dated:	July 7, 2015
	Recording Date:	July 9, 2015
	Recording No.:	2015-044771
3.	Name:	Permanent Subsurface Waterline Easement
	Grantor:	Mike Ralls, LLC, a Washington limited liability company
	Grantee:	City of Lake Oswego, a Municipal Corporation
	Dated:	July 3, 2013
	Recording Date:	July 29, 2013
	Recording No.:	2013-052970
	As amended by	
	Name:	First Amendment to Easement
	Grantor:	Mike Ralls, LLC, a Washington limited liability company
	Grantee:	City of Lake Oswego, a Municipal Corporation
	Dated:	July 3, 2015
	Recording Date:	July 9, 2015
	Recording No.:	2015-044772, Clackamas County Official Records

EXHIBIT 5
Lake Oswego Tigard Water Project
SUMMARY OF EASEMENTS

4. Name: Easement for Vegetation and Fence
   Grantor: Liselotte Scheu
   Grantee: City of Lake Oswego, a Municipal Corporation
   Dated: May 6, 2015
   Recording Date: May 13, 2015
   Recording No.: 2015-027989, Clackamas County Official Records

5. Name: Permanent Waterline Easement
   Grantor: Mid-Century Apartments, LLC, an Oregon limited liability company, as to an undivided 85% interest, and
   Bay Roc Oswego RE, LLC, an Oregon limited liability company, as to an undivided 15% interest
   Grantee: City of Lake Oswego, a Municipal Corporation
   Dated: April 24, 2015
   Recording Date: May 5, 2015
   Recording No.: 2015-026086, Clackamas County Official Records

6. Name: Permanent Waterline Easement
   Grantor: Oswego Lender, LLC, a Delaware limited liability company
   Grantee: City of Lake Oswego, a Municipal Corporation
   Dated: February 13, 2015
   Recording Date: February 19, 2015
   Recording No.: 2015-008553, Clackamas County Official Records

7. Name: Permanent Waterline Easement
   Grantor: Julia A. Delacour, Trustee under the Julia Delacour Revocable Living Trust dated the 13th day of April, 1992
   Grantee: City of Lake Oswego, a Municipal Corporation
   Dated: February 3, 2015
   Recording Date: February 5, 2015
   Recording No.: 2015-006127, Clackamas County Official Records

8. Name: Permanent Waterline Easement
   Grantor: Lake Oswego Hunt, Inc.
   Grantee: City of Lake Oswego, a Municipal Corporation
   Dated: December 19, 2014
   Recording Date: January 8, 2015
   Recording No.: 2015-000965, Clackamas County Official Records

9. Name: Permanent Surface and Subsurface Easement
   Grantor: State of Oregon, by and through its Parks and Recreation Department
   Grantee: City of Lake Oswego, a Municipal Corporation
   Dated: December 9, 2013
   Recording Date: January 23, 2014
   Recording No.: 2014-003127, Clackamas County Official Records

EXHIBIT 5
Lake Oswego Tigard Water Project
SUMMARY OF EASEMENTS

10.	Name:	Permanent Surface and Subsurface Easement
	Grantor:	State of Oregon, by and through its Parks and Recreation Department
	Grantee:	City of Lake Oswego, a Municipal Corporation
	Dated:	December 9, 2013
	Recording Date:	January 23, 2014
	Recording No.:	2014-003128, Clackamas County Official Records
11.	Name:	Permanent Waterline Easement
	Grantor:	City of Gladstone, a Municipal Corporation
	Grantee:	City of Lake Oswego, a Municipal Corporation
	Dated:	October 15, 2013
	Recording Date:	November 15, 2013
	Recording No.:	2013-077327, Clackamas County Official Records
12.	Name:	Permanent Waterline Easement
	Grantor:	School District No 106 as to the portion of those tracts of land conveyed by deed recorded at Book 225, Page 358, Clackamas County deed records and Lake Grove School District 106 as to the portion of those tracts of land conveyed by deed recorded at Book 434, Pages 473 and 477, Clackamas County deed records, Clackamas County, Oregon, a municipal corporation
	Grantee:	City of Lake Oswego, a Municipal Corporation
	Dated:	November 8, 2012
	Recording Date:	December 7, 2012
	Recording No.:	2012-080698, Clackamas County Official Records
13.	Name:	Easement No. 50653-EA S&S Pipeline
	Grantor:	State of Oregon, by and through its Department of State Lands
	Grantee:	City of Lake Oswego
	Dated:	October 10, 2012
	Recording Date:	November 9, 2012
	Recording No.:	2012-074058, Clackamas County Official Records
14.	Name:	Pipeline Easement
	Grantor:	State of Oregon through its State Highway Commission
	Grantee:	City of Lake Oswego
	Dated:	March 5, 1968
	Recording Date:	March 18, 1968
	Recording No.:	68-4808
15.	Name:	Pipeline Easement
	Grantor:	Mary S. Young
	Grantee:	City of Lake Oswego
	Dated:	February 23, 1968
	Recording Date:	March 18, 1968
	Recording No.:	68-4809

EXHIBIT 5
Lake Oswego Tigard Water Project
SUMMARY OF EASEMENTS

16.	Name:	Permanent Waterline Easement
	Grantor:	PACA Properties, L.L.C., an Oregon limited liability company
	Grantee:	City of Lake Oswego, a Municipal Corporation
	Dated:	January 29, 2015
	Recording Date:	January 30, 2015
	Recording No.:	2015-006705, Official Records of Washington County, Oregon

EXHIBIT 5
Lake Oswego Tigard Water Project
SUMMARY OF EASEMENTS

EXHIBIT A-1

City of Lake Oswego
Water Pipeline Easement
Lake Oswego Work Order Number 120
OBEC Project No. 625-003-21E10AA-4100, 4200, 4300, 4390 & 4900

September 4, 2014

Permanent Waterline Easement

A tract of land in the Northeast One-Quarter of Section 10, Township 2 South, Range 1 East of the Willamette Meridian, City of Lake Oswego, Clackamas County, Oregon, being a portion of that real property conveyed to TRC Oswego Village, LLC, a Delaware limited liability company by Statutory Special Warranty Deed recorded as Document No. 2013-070130, Clackamas County Deed Records, being more particularly described as follows:

Commencing at the southeast corner of Lot 1, Block 7, "Plat of Oswego," Clackamas County Plat Records, said point being on the northerly right of way line of Leonard Street;

Thence, along said northerly right of way line, South 81°06'52" East, 29.13 feet to the True Point of Beginning;

Thence, leaving said northerly right of way line, North 9°06'19" East, 219.21 feet;

Thence North 36°06'52" West, 11.35 feet;

Thence North 81°06'52" West, 125.66 feet;

Thence North 69°55'16" West, 40.33 feet;

Thence North 81°07'47" West, 92.56 feet;

Thence North 9°50'55" East, 252.84 feet to the northerly line of the herein referenced real property;

Thence, along said northerly line, South 81°08'06" East, 25.01 feet;

Thence, leaving said northerly line, South 9°50'55" West, 227.90 feet;

Thence South 81°07'47" East, 67.44 feet;

Thence South 69°55'16" East, 40.02 feet;

Thence South 81°06'52" East, 158.81;

NEW DRAFT

EXHBIT 6

SUPPLY FACILITIES AND PROPERTY

November 2022

Asset	Tax Map	Tax Lot	Clackamas Co. Deed
Clackamas River Intake and Pump Station	2 2E20C A	15001	Bk 173, Pg 900-902
Clackamas River Intake Land*			
Computer System/Software			
Finished Water Transmission			
General Plant			
Raw Water Transmission			
Waluga Reservior			

Waluga Reservoir: Land (1)			
Reservoir Propery	2 1E 07 AD	03100	Doc 72-06414
Waluga Res #1 *	2 1E 07 AD	00700	Doc 76-36977
4800 Carmen Dr *	2 1E 07 AD	00900	Doc 92-063461
Vacant Parcel*	2 1E 07 AD	01000	Doc 92-063461
Water Treatement Plant			
Water Treatment Plant Land			
4260 Kenthorpe Way - parcel 1*	2 1E 24BD	00300	Bk 688, Pg 581
4260 Kenthorpe Way - parcel 2*	2 1E24BD	00401	Doc 79-35248

4245 Mapleton Dr. * (RMV)	2 1E 24BD	01200	Doc 89-10200
4305 Mapleton Dr.* (RMV)	2 1E 24BD	01300	Doc 95-33429
4315 Mapleton Dr.* (RMV)	2 1E 24BD	01400	Doc 89-13210
xxxx Mapleton Dr.* (RMV)	2 1E 24BD	01500	Doc 89-13210

FCS GROUP
Solutions-Oriented Consulting

| Memorandum

METHODOLOGY FOR ALLOCATING COSTS BETWEEN LAKE OSWEGO AND TIGARD

The Lake Oswego Tigard Water Partnership (Partnership) is an Agreement between the cities of Lake Oswego and Tigard to share drinking water resources and costs. Both cities jointly own and operate the new water system that delivers high-quality drinking water from the Clackamas River to both communities. Under the Partnership Agreement, the City of Lake Oswego is the managing agency responsible for the design, construction and ongoing operation of the new facilities. The City of Tigard pays the City of Lake Oswego a wholesale rate to cover their proportional share of costs as established per the Agreement. The wholesale rate is updated annually on a prospective basis, and is trued-up the following fiscal year to make sure each partner is paying for their allocated share of costs utilizing the methodology discussed below. An Oversight Committee provides leadership and guidance to the Partnership, with representatives from Lake Oswego and Tigard City Councils. The ensuing sections discuss the key elements of the rate calculation, and the true-up methodology in further detail.

I.A. METHODOLOGY

A common methodology used to establish wholesale rates is the *utility basis*. The utility basis approach recovers costs related to the following three (3) main cost components:

1. ***Operating and Maintenance Expenses (O&M)*** – costs related to ongoing maintenance and operation of Partnership assets.
2. ***Annual Depreciation Expense*** – costs related to the loss in value of facilities, not restored by current maintenance, which occurs in the property because of wear and tear, decay, and obsolescence.
3. ***Return on Investment*** – intends to pay the annual interest cost of debt capital and provide a fair rate of return for the total equity capital employed to finance facilities used to provide water service.

Unlike a typical wholesale agreement, the Partnership consists of joint ownership of plant assets; therefore, not all costs components of the utility basis are utilized in setting the wholesale rate. Because both cities secured their own independent debt financing for their individual shares of the original plant assets, the Return on Investment portion of the utility basis is not applicable. Also, based on guidance from the Oversight Committee, annual depreciation funding will be deferred for five (5) years from the completion of the asset construction in FY2016. Each entity will be responsible for tracking and funding annual deprecation outside of the Partnership. Therefore, only the annual O&M expense will be recovered through the wholesale rate.

I.B. BASIS FOR ALLOCATING COSTS

- **Water Production & Demand.** There are two primary demand bases for allocating costs between the cities 1) share of capacity and 2) actual demand. Fixed operating costs are allocated based on each city's share of capacity of the treatment plant (e.g., City of Tigard 18 out of 38 million gallons per day or 47.37 percent). Variable operating costs, such as laboratory service, electricity and chemicals are allocated based on actual demand utilized by each city and will vary

Firm Headquarters
Redmond Town Center
7525 166th Ave NE, Ste D-215
Redmond, Washington 98052

Locations
Washington | 425.867.1802
Oregon | 503.841.6543
Colorado | 719.284.9168

depending on the year being evaluated or trued-up. **Table 2** summarizes the demand allocation factors.

Table 2: Demand Allocation Factors

Description	Lake Oswego	Tigard
Capacity (MGD)	20.00	18.00
% Share	52.63%	47.37%
Actual Usage (MGD)	varies by year	varies by year
% Share		

I.C. WHOLESALE RATE COST BASIS

- **Operating Costs**. Operating costs are organized by fund department and separated between fixed and variable type costs. Each fund department was allocated as follows:
  - *Department 611 Water Treatment Plant & Intake Facility*. Operating costs in this department were considered to be 100 percent allocable to the Partnership. With the exception of laboratory services, purchased water, sludge beds maintenance, electricity and water treatment chemicals all costs were considered fixed and allocated based on each entity's share of capacity. The variable costs were allocated based on actual usage.
  - *Department 612 Water Field Services*. Starting with the FY2018 update, the City of Lake Oswego began tracking direct Field Services costs related to the Partnership. These costs include cathodic protection, valve exercising, air relief maintenance, Waluga reservoir inspections and locates. No other costs from this department were allocated to the Partnership. All direct costs were considered 100 percent fixed and allocated based on capacity. It should be noted that the rate only includes ongoing expenses. It is assumed that one-time costs (e.g., equipment) will be paid for directly by both entities based on their share of capacity.
  - *Department 613 Water Project Management*. None of the costs in this department are allocable to the Partnership.
  - *Department 614 Water Distribution*. None of the costs in this department are allocable to the Partnership.
  - *Non Rate Revenue*. Non Rate Revenues associated with the Partnership are tracked separately by the City of Lake Oswego. With the volatility of the revenue sources, the nature of each non rate revenue should be evaluated annually during the true-up process. Any volume related revenue sources, such as rebates for energy efficiency at the treatment plant should be allocated based on actual consumption. Other revenues, that are fixed in nature, should be allocated to each Partner based on capacity or directly to an individual partner.

If any changes occur to the budgeting or expense reporting process in the future that may modify the department classification or the nature of the expenses within each department, the Partnership should revisit the cost allocation methodology.

AMENDED AND RESTATED INTERGOVERNMENTAL COOPERATIVE AGREEMENT FOR WATER SYSTEM INTERTIE BETWEEN THE SOUTH FORK WATER BOARD, THE CITY OF LAKE OSWEGO, THE CITY OF TIGARD AND THE CITY OF WEST LINN

This Agreement is made and entered into by and between the South Fork Water Board, an intergovernmental entity created pursuant to ORS Chapter 190, serving as a water supply agency and jointly owned and operated by the Cities of Oregon City and West Linn, hereinafter referred to as "Board," and the City of Lake Oswego, an Oregon municipal corporation, hereinafter referred to as "Lake Oswego" and the City of West Linn, an Oregon municipal corporation, hereinafter referred to as "West Linn," and the City of Tigard, an Oregon Municipal Corporation, hereinafter referred to as "Tigard," all hereinafter collectively referred to as the "Parties."

RECITALS

The Parties agree upon the following recitals:

1. The Board, West Linn and Lake Oswego entered into an intergovernmental cooperative agreement in 1984 to provide for the construction, operation and maintenance of an emergency water system intertie between the water supply system of the Board and West Linn and the water supply system of Lake Oswego.

2. The facilities as described in the 1984 agreement, which are located near the intersection of Old River Road and Kenthorpe Way in West Linn, were constructed and the intertie became operable in that same year.

3. The intertie has been utilized periodically since 1984 during emergencies and scheduled shut-downs to provide water supply between the Board, West Linn and Lake Oswego.

4. After the construction of the intertie, West Linn, Lake Oswego and the Board jointly funded, and West Linn constructed, a pump station on Old River Road near its intersection with Kenthorpe Way to provide for automatic and unattended operation of the intertie.

5. The intertie, pump station and appurtenant facilities provide benefit to all of the Parties to this agreement.

6. Lake Oswego and Tigard entered into an intergovernmental cooperative agreement that conveys an ownership interest in the existing water supply facilities that supply emergency water to West Linn and Board, and provides for construction of new water supply facilities including an expanded water treatment plant and raw and finished water pipelines to supply Lake Oswego and Tigard's long term water needs.

7. The changes in ownership and anticipated facilities expansion called for in the intergovernmental agreement between Lake Oswego and Tigard necessitate amending the existing water system intertie agreement and adding Tigard to the agreement.

8. The Parties desire that this agreement supersede and replace the 2003 agreement.

9. The Parties acknowledge that they have the authority to execute this cooperative intergovernmental agreement pursuant to the terms of their respective municipal charters and pursuant to ORS 190.010 *et seq.*

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is agreed by and between the Parties hereto as follow;

1. "Water Supply Facilities" Defined. As used herein, the term "water supply facilities" means river intake, raw and finished pumping facilities, water treatment facilities, water storage facilities, and all other infrastructure used in conjunction with the appropriation, treatment, storage or transmission of the Parties' water.

2. "Emergency Condition" Defined. An "emergency condition" is an occurrence created by a failure of a Party's water supply facilities, or the occurrence of an event that jeopardizes a Party's water quality, whereby insufficient supply of water to the Party's customers could threaten the health or safety of those customers. Such failure includes failure or interruption in the operation of river intakes, raw and finished water pumping facilities, water treatment facilities, raw and finished water pipelines, reservoirs, and appurtenant facilities. "Emergency condition" does not include a situation that involves the loss of water pressure or diminution in water volume in a water distribution system during periods of high demand if the system remains in a normal operational mode or a reduction in available water resulting from regulatory action by a state or federal agency.

3. Use of Water Intertie.

    a. *Emergency Conditions.* Use of the water intertie during an emergency condition may be accomplished by the mutual consent of the Executive Officer of each Party or the Executive Officer's designee.

    b. *Non-Emergency Conditions Less Than Two Weeks.* Temporary use of the intertie for a period less than two weeks during scheduled maintenance and repair may be accomplished by the mutual consent of the Executive Officer of each Party or the Executive Officer's designee.

    c. *Non-Emergency Conditions Greater Than Two Weeks.* Prolonged use of the intertie for more than two weeks during scheduled maintenance and repair must be approved by the Executive Officer of each Party.

4. Location and Description of Water System Intertie. The water system intertie and pump station facility is located at 20225 Old River Road. Supply to the pump station from Lake Oswego / Tigard is from a connection to Lake Oswego's finished water transmission main. The pipeline connection between Lake Oswego's finished water transmission main and the intertie pump station is under the exclusive ownership and control of West Linn. The pump station and related valves and control systems allow the intertie to be used on a continuous and automatically controlled basis in both directions of supply, i.e. Board/West Linn to Lake Oswego/Tigard and Lake Oswego/Tigard to West Linn/Board. The pump station includes flow, pressure control, metering and telemetry facilities, and a connection for providing emergency power supply. The pump station, along with the facilities and appurtenances associated with it,

and any modifications thereto, constitute the water system intertie that is the subject of this agreement.

5. Title to Intertie Facilities. Title to the water system intertie facilities as described above in Paragraph 4 and the obligation to insure them shall be in the name of West Linn. Title to the property occupied by the intertie pump station will be in the name of West Linn.

6. Method of Water Supply Through Intertie. Supply to Lake Oswego and Tigard from the Board and West Linn will be by gravity through the piping, metering, flow and pressure control facilities associated with the intertie pump station. Supply to West Linn and the Board from Lake Oswego and Tigard will be accomplished by pumping from Lake Oswego's water system through the intertie pump station into West Linn's system. Instrumentation, control and telemetry systems in the station are under the primary control of West Linn. Lake Oswego has installed additional instrumentations, control and telemetry systems that provide for pump station status indication and additional control functions. West Linn will prepare and update as necessary an operating plan for the intertie pump station and appurtenant facilities and provide copies of same to the Board, Lake Oswego and Tigard.

7. Quantity of Water to be Supplied. Upon agreement between the Parties to make use of the intertie pursuant to Paragraph 3 of this Agreement, the Party supplying water shall endeavor to supply the amount of water requested by the other Party, and take all reasonable actions necessary to accomplish the same, so long as such actions are not detrimental to the operation of the supplying Party's own water system. Provided that Lake Oswego's supply facilities are expanded to a treatment capacity of 38 million gallons per day (mgd), Lake Oswego and Tigard can provide West Linn and Board with up to 4 mgd through at least 2041.

8. Cost of Water to be Supplied. The Parties agree to pay for all water provided through the intertie at a rate that is the greater of:

    a. The rate being paid by West Linn to South Fork for wholesale water; or

    b. The cost to Lake Oswego and Tigard to produce and deliver water to the inlet side of the intertie pump station, which in the first year of operation of the expanded treatment plant is estimated to be $0.95 per 100 cubic feet.

    The volume of water delivered shall be measured by the meter installed at the intertie pump station. The Parties have the right at any time to review rates for water supplied and make such adjustments to the cost of water provided, as they deem necessary and by mutual agreement of all Parties. In the event it is necessary for the Party supplying water through the intertie to obtain additional water from a water provider that is not a party to this agreement, the water rate charged to the Party receiving water under this agreement shall be the water rate charged to the supplying Party by the non-party water provider. The Parties further agree that water utilized for periodic testing and exercising of the facilities will be furnished between the Parties without cost. In addition to the rate charged for water, the Parties by mutual agreement reserve the right to impose wheeling charges.

9. Operation and Maintenance Costs. Lake Oswego and Tigard agree to supply the water used to exercise the intertie pumps at a rate of approximately 500 gallons per minute for one hour each week at no cost to West Linn or the Board. The Parties agree that West Linn, as the owner of the intertie facilities, is responsible for all other costs of the normal day-to-day operation and maintenance of the facilities.

10. Repairs, Renewals, Replacements, Upgrading and Modifications. The Parties agree that West Linn, as the owner of the intertie facilities, will be responsible for scheduling, contracting for and implementing any repairs, renewals, replacements, upgrading and modifications that may be required in the future to maintain or increase the function of the facilities.

    a. Cost of Repairs. West Linn shall be responsible for the cost of all repairs, except that Lake Oswego and Tigard agree to pay 50% of the cost of any repairs necessary to those facilities that benefit Lake Oswego and Tigard. Those facilities are defined as the piping, valves, vaults, metering, instrumentation and control systems, and appurtenant facilities that are used to provide water to Lake Oswego and Tigard from West Linn and the Board.

    b. Cost of Capital Improvements. The cost of any capital improvements or improvements that increase the function of the facilities will be shared in an equitable manner, based upon the benefit to be derived from each Party from each particular period.

11. Access to Water System Intertie Facilities. The Parties and their employees shall have access to the water system intertie facilities.

12. Agreement Not to Resell Water Without Consent. Except for existing wholesale customers or mutual aid agreements, the Parties agree that they will not resell water supplied under the terms of this agreement without prior written consent of all Parties.

13. Supersedes Prior Agreement. The Parties agree that this agreement supersedes and replaces the prior agreement executed in October (Lake Oswego), November (Board) and December (West Linn), 2003.

14. Amendment Provisions. The terms of this agreement may be amended by mutual agreement of the Parties. Any amendments shall be in writing, shall refer specifically to this agreement, and shall be executed by the Parties.

15. Termination of Agreement. This agreement shall remain in perpetuity until such time as it is terminated by the mutual written consent of all Parties. Termination of this agreement shall not affect ownership status of the water system intertie facilities hereinabove described.

16. Written Notices. All written notices required under this agreement shall be sent to:

South Fork Water Board:
General Manager
South Fork Water Board
15962 S. Hunter Avenue
Oregon City, Oregon 97045

City of Lake Oswego:	City Manager City of Lake Oswego P.O. Box 369 Lake Oswego, Oregon 97034
City of Tigard	City Manager 13125 SW Hall Blvd Tigard, Oregon 97223
City of West Linn:	City Manager City of West Linn 22500 Salamo Road West Linn, Oregon 97068

17. Dispute Resolution: If a dispute arises between the Parties regarding this Agreement, the Parties shall attempt to resolve the dispute through the following steps:

Step One (Negotiation)

The Executive Officer or other persons designated by each of the disputing Parties will negotiate on behalf of the entity they represent. The nature of the dispute shall be reduced to writing and shall be presented to each Executive Officer, who shall then meet and attempt to resolve the issue. If the dispute is resolved at this step, there shall be a written determination of such resolution, signed by each Executive Officer and ratified by their respective Board or Council, which shall then be binding upon the Parties.

Step Two (Mediation)

If the dispute cannot be resolved within thirty (30) days at Step One, the parties shall submit the matter to non-binding mediation. The Parties shall attempt to agree on a mediator. If they cannot agree, the Parties shall request a list of five (5) mediators from the Presiding Judge of the Clackamas County Circuit Court. The Parties will attempt to mutually agree on a mediator from the list provided, but if they cannot agree, the mediator will be selected by the Presiding Judge of Clackamas County Circuit Court. The cost of the mediator shall be borne equally between the Parties, but each Party shall otherwise be responsible for its own costs and fees. If the issue is resolved at this step, a written determination of such resolution shall be signed by each Executive Officer and ratified by their respective Board or Council.

Step Three (Arbitration)

If the Parties are unsuccessful at Steps One and Two, the dispute shall be resolved by binding arbitration proceedings pursuant to ORS Chapter 36. The Parties shall follow the same process as in Step Two for the selection of the arbitrator. Upon breach of this agreement, the nondefaulting Parties shall be entitled to all legal or equitable remedies available, including injunctive relief, declaratory judgment, specific performance and termination. Each party shall be responsible for its own attorney fees and costs.

IN WITNESS WHEREOF, the Parties have set their hands and affixed their seals as of the date and year hereinabove written.

Board has acted in this matter pursuant to Resolution No. 1 adopted on the 21st day of November, 2013, or by any other acceptable means.

Lake Oswego has acted in this matter pursuant to Resolution No. 13-69 adopted on the 17th day of December, 2013, or by any other acceptable means.

West Linn has acted in this matter pursuant to Resolution No. 1 adopted on the 18th day of November, 2013, or by any other acceptable means.

Tigard has acted in this matter pursuant to Resolution No. 14-09 adopted on the 11th day of February, 2013, 2014, or by any other acceptable means.

South Fork Water Board,
by and through its officials

By: _____
Doug Neeley, Vice Chair

APPROVED AS TO FORM

By: _____
Chris Crean, Attorney

City of Lake Oswego,
by and through its officials

By: _____
Kent Studebaker, Mayor

Attest: _____
Catherine Schneider, City Recorder

APPROVED AS TO FORM

By: _____
David Powell, City Attorney

City of West Linn,
by and through its officials

By: _____
John Kovash, Mayor

Attest: _____
Kathy Mollusky, City Recorder

APPROVED AS TO FORM

By: _____
Megan Thornton, Assistant City Attorney

City of Tigard
by and through its officials

By: _____
John L. Cook, Mayor

Attest: _____
Cathy Wheatley, City Recorder

APPROVED AS TO FORM

By: _____
Tim Ramis, Attorney

AIS-5066 **5.**

Business Meeting

Meeting Date: 11/22/2022

Length (in minutes): 10 Minutes

Agenda Title: Appoint Parks and Recreation Advisory Board Members

Authored By: Rick Gruen

Presented By: Rick Gruen

Item Type: Resolution

Public Hearing Legal Ad Required?: No

Publication Date:

Information

EXPLANATION OF ISSUE

Council to consider the recommendation and appointment of Parks and Recreation Advisory Board (PRAB) members to fill open positions.

ACTION REQUESTED

The interview panel recommends Council approve the Parks and Recreation Advisory Board (PRAB) nominations of Ellen Seminara and James Essenberg as voting members (full terms), Carrol Dizney as a voting member (2 year term), Ken Barker as a voting member (1 year term) and Gary Jelinek as an alternate member (3 year term).

BACKGROUND INFORMATION

Dates of Previous and Potential Future Considerations

On October 20 and 25, 2022, the Interview Panel met and interviewed seven (7) candidates for four (4) open voting member positions available on PRAB for terms beginning January 1, 2023. The candidates interviewed represented diverse backgrounds and interests around parks, recreation, and natural resources, and includes new and longtime city residents as well as a mix of technical and non-technical experience in public, private and non-profit organizations.

Four voting member seats are open due to term limits and retirements. One alternate seat became available with the recommendation to appoint a current alternate member to fill an open voting member seat.

The interview panel recommends the following candidates and their corresponding length of term:
1. Ellen Seminara, Voting Member (4-year term)
2. James Essenberg, Voting Member (4-year term)
3. Carrol Dizney, Voting Member (2-year term)
4. Ken Barker, Voting Member (1-year term)
5. Gary Jelinek, Alternate Member (3-year term)

Public Involvement

Recruitment for Boards and Committees members was coordinated through the City Manager's Office using several social media platforms to encourage/promote citizen involvement and application submittals.

Impacts (Community, Budget, Policies and Plans/Strategic Connection)

ALTERNATIVES & RECOMMENDATION

No action to appoint the recommended PRAB members would result in having to bring forward new candidates for consideration of appointment or PRAB not having a quorum to conduct business.

ADDITIONAL RESOURCES

Attachments

5066 PRAB Resolution

PRAB Member Bios

CITY OF TIGARD, OREGON
TIGARD CITY COUNCIL
RESOLUTION NO. 22-

A RESOLUTION APPOINTING ELLEN SEMINARA, JAMES ESSENBERG, CARROL DIZNEY, KEN BARKER AS VOTING MEMBERS, AND GARY JELENIK AS ALTERNATE MEMBER OF THE TIGARD PARKS AND RECREATION ADVISORY BOARD

WHEREAS, there are four vacancies for voting members on the Parks and Recreation Advisory Board; and

WHERAS, there is one vacancy for alternate members on the Parks and Recreation Advisory Board; and

WHEREAS, Ellen Seminara, James Essenberg, Carrol Dizney and Ken Barker applied for appointments, and agreed to serve as voting members; and

WHEREAS, Gary Jelinek applied for, and agreed to serve as an alternate member; and

WHEREAS, the Mayor's Appointment Advisory Committee recommends that Council appoint Ellen Seminara and James Essenberg as voting members with terms that will expire December 31, 2026; and

WHEREAS, the Mayor's Appointment Advisory Committee recommends that Council appoint Carrol Dizney as a voting member with a term that will expire December 31, 2024; and

WHEREAS, the Mayor's Appointment Advisory Committee recommends that Council appoint Ken Barker as a voting member with a term that will expire December 31, 2023; and

WHEREAS, the Mayor's Appointment Advisory Committee recommends that Council appoint Gary Jelinek as an alternate member with a term that will expire December 31, 2025; and

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

SECTION 1: Ellen Seminara and James Essenberg are appointed to the Parks and Recreation Advisory Committee as voting members to full terms that will expire December 31, 2026.

SECTION 2: Carrol Dizney is appointed to the Parks and Recreation Advisory Committee as a voting member to fill a term that will expire December 31, 2024.

SECTION 3 Ken Barker is appointed to the Parks and Recreation Advisory Committee as a voting member to fill a term that will expire December 31, 2023.

SECTION 4: Gary Jelinek is appointed to the Parks and Recreation Advisory Committee as an alternate member to fill a term that will expire December 31, 2025.

SECTION 5: This resolution is effective immediately upon passage.

PASSED: This _____ day of _____ 2021.

_____

Mayor - City of Tigard

ATTEST:

_____

City Recorder - City of Tigard

PRAB CANDIDATE BIOS:

- Ellen Seminara

  Ellen will begin her second term on PRAB. She is a ten-year resident of Tigard with a child at Twality Middle School. Ellen is a business consultant and coach with a strong background in public policy.

  Voting Member (Four-year term)
  Returning PRAB Member
  Experience, leadership

- Jim Essenberg

  Jim is transitioning from his one year on PRAB as an alternate member on becoming a voting member. Jim brings a background in construction project inspection and safety as well as trails experience having served previously on the Pedestrian and Bike Subcommittee. James is an avid user of Tigard's extensive trail network. He moved into his condo specifically for its proximity to the Fanno Creek Trail.

  Voting Member (Four-year term)
  Returning PRAB Member (formerly an Alternate Member)
  Focus on park/trail safety

- Carrol Dizney

  Carrol has lived in Tigard for 24 years, raising two great kids here and has enjoyed the wonderful, growing city! Carrol is an avid user of the trails and parks within the city. Her kids played soccer throughout their childhood in Tigard. Many of the games were played in the various parks here in Tigard, which afforded recreation and community. Carrol and her family are bike riders and enjoy riding the Fanno Creek trail and Cook Park trail, as well as the quieter neighborhoods streets in the city. She started playing pickleball at Summerlake Park this summer and loves the game and group of players that congregate for some exercise and friendship. Carrol and her husband also enjoy kayaking on the Tualatin River and have used the Cook Park input/outtake for easy access.

  Voting Member (Fills a two-year term)
  New member
  Brings a fresh perspective to PRAB– health/wellness

- Ken Barker

  Ken is a long time Tigard resident and volunteer helping to improve our parks, natural areas and rivers. He is a volunteer with Tualatin Riverkeepers and has led a number of invasive species cleanup events in Tigard parks as well as guided river trips along the Tualatin River benefitting Tigard Recreation youth camp participants. Ken has also volunteered his time to

Tigard Parks and Rec helping organize pickleball at the Summerlake hardcourts. He currently serves on Climate Resiliency Citizens Advisory Committee as part of the City's Climate Action Plan effort.

Voting Member (Fills a one-year term)
New member
Active/engaged community member; focus on natural resource restoration, climate and pickleball.

- Gary Jelinek

  Gary is a Tigard resident has been very engaged with the City of Tigard having previously served on the Planning Commission, Bike/Ped Committee and the Citizens Committee for the Senior Housing project. Gary is an active park user and sees our city parks as part of the life blood of the city. He has an interest in keeping our parks attractive, environmentally healthy and safe along making the necessary improvements as public desires change.

  Alternate Member (Fills a 3 year term)
  New member
  Active/engaged community member; focus on bike/ped trails

AIS-5086 **6.**

Business Meeting

Meeting Date: 11/22/2022

Length (in minutes): 10 Minutes

Agenda Title: Appoint Planning Commissioners

Authored By: Doreen Laughlin

Presented By:

Item Type: Motion Requested
Resolution

Public Hearing Legal Ad Required?: No

Publication Date:

Information

EXPLANATION OF ISSUE

Council has the opportunity to consider and appoint five voting planning commissioners and one non-voting alternate commissioner. Four of the voting commissioners would fill four-year terms. One voting commissioner would fill an unexpired voting position that will end next year on December 31, 2023. Council may also consider the alternate who would fill a non-voting, two-year term position.

ACTION REQUESTED

The team recommends approval of a resolution re-appointing Commissioners Nathan C. Jackson, Ahsha Miranda, and Keshavan Tiruvallur as voting members and appointing for the first time Cristina Bowerman and Bijeta Choudhury as voting members. The team also recommends the appointment of Dan Murphy as an alternate non-voting member.

BACKGROUND INFORMATION

The Planning Commission currently has four voting positions due to expire December 31, 2022. Additionally, there is one voting position that was vacated prior to the end of term and will expire on December 31, 2023. Applicants were interviewed by the Mayor's Appointment Advisory Committee on October 24. The recommendation is to appoint Bijeta Choudhury to fill the partial term that will end December 31, 2023; to reappoint Nathan C Jackson, Ahsha Miranda and Keshavan Tiruvallur to 4-year terms; and to appoint Cristina Bowerman to the final open 4-year term. The Mayor's Appointment Advisory Committee further recommends the appointment of Dan Murphy to fill the 2-year non-voting alternate position. Attachment 1: Resolution implementing recommended appointees. Attachment 2: Biographical information on recommended appointees.

ALTERNATIVES & RECOMMENDATION

Council could decide to not approve one or more of the recommendations; this would result in a need to reopen the recruitment. The recommendation is to appoint five voting commissioners and one alternate non-voting commissioner.

ADDITIONAL RESOURCES

City of Tigard Vision Task Force: "The City will maximize the effectiveness of the volunteer spirit to accomplish the greatest good for our community."

Attachments

Resolution

Planning Commission Biographies

CITY OF TIGARD, OREGON
TIGARD CITY COUNCIL
RESOLUTION NO. 22-

A RESOLUTION APPOINTING CRISTINA BOWERMAN, BIJETA CHOUDHURY, NATHAN C. JACKSON, AHSHA MIRANDA, AND KESHAVAN TIRUVALLUR AS VOTING MEMBERS OF THE TIGARD PLANNING COMMISSION, AND DAN MURPHY AS AN ALTERNATE NON-VOTING MEMBER.

WHEREAS, there are five vacancies for voting members, and one vacancy for an alternate non-voting member on the Planning Commission; and

WHEREAS, Cristina Bowerman, Bijeta Choudhury, Nathan C. Jackson, Ahsha Miranda, Dan Murphy, and Keshavan Tiruvallur applied for appointments; and

WHEREAS, the Mayor's Appointment Advisory Committee recommends that Council appoint Cristina Bowerman, Nathan C. Jackson, Ahsha Miranda, and Keshavan Tiruvallur as voting members with full terms; appoint Bijeta Choudhury to fill a partial term; and appoint Dan Murphy as a non-voting alternate member.

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

SECTION 1: Cristina Bowerman, Nathan C. Jackson, Ahsha Miranda, and Keshavan Tiruvallur are appointed to the Planning Commission as voting members to fill terms that will expire December 31, 2026.

SECTION 2: Bijeta Choudhury is appointed to the Planning Commission as a voting member to fill a term that will expire December 31, 2023.

SECTION 3: Dan Murphy is appointed to the Planning Commission as an alternate member to fill a term that will expire December 31, 2024.

SECTION 4: This resolution is effective immediately upon passage.

PASSED: This _____ day of _____ 2022.

_____

Mayor - City of Tigard

ATTEST:

_____

City Recorder - City of Tigard

PLANNING COMMISSION
RECOMMENDED APPOINTEES
BIOGRAPHICAL INFORMATION

Cristina Bowerman has called Tigard home since July 2019. A native Floridian, Cristina relocated to Oregon after vacationing here and falling in love with its beautiful scenery and charm. Cristina spent her formative years in Palm Beach County, Florida, where she began her nonprofit career. She attended the University of Central Florida, earning a master's degree in nonprofit management and a bachelor's degree in advertising and public relations. She has served the nonprofit sector for 28 years, managing charitable organizations and trade associations in the Southeast and Pacific Northwest regions of the United States. She is passionate about affordable housing and improving economic opportunities for small business owners. She currently volunteers as a board member for the Portland Animal Welfare Team and Cultural Coalition of Washington County and is honored to be joining Tigard's Planning Commission as a voting member.

Bijeta Choudhury (she/her) has resided in the City of Tigard since September 2015 and served as a member of the Committee for Community Engagement for eight months and volunteered at the Bethlehem House of Bread for six years. In 2019, she graduated with a Master of Architecture degree from Portland State University School of Architecture, and received an honor award for her thesis from the American Institute of Architects.
She is a Registered Architect (India), Associate of the American Institute of Architects, WELL Accredited Professional and LEED Green Associate and currently works as an architectural designer/researcher in Portland. Her passion focuses on environmental and social issues – especially human-centered design and how people interact with the spaces and infrastructures around them. It could be specific to creating an age-friendly safe street or trauma-responsive housing design. Bijeta is excited to serve as a voting member of the Planning Commission. She will be filling a one-year partial term. Here is a secret about her: she is fascinated by hot air ballooning!

Keshavan ("K7") Tiruvallur has been a resident of Oregon for 39 years; 27 years in Tigard. He retired as an Intel Fellow from Intel in 2016, a career span of 33 years. He then worked as a Distinguished Engineer at IBM for a year and half. His professional life has been dedicated to discovering powerful solutions to the most difficult technical problems. He believes success requires a lack of orthodoxy and detachment from what's worked in the past. To that end, he has built teams where there is an openness to many different ideas and where people feel empowered to take the right risks. He has groomed many strong technical leaders in the US and other parts of the world. As a passionate champion for under-represented talent, he has been instrumental in developing and sponsoring a diverse technical pipeline. He has been active in Tigard Boys Scout Troop 423 where his son Eagled out. He volunteers with Intel, Medical Teams International, Oregon Food Bank, and the Indian community. He holds a Master's degree in Electrical Engineering from the University of Memphis. He has served a full 4-year term on the Planning Commission and is looking forward to four more years.

Nathan C. Jackson has served as a Tigard Planning Commissioner for six years, acting as Vice President of the Commission for the last two. After studying Philosophy, Economics, Classical Studies, and music performance at Willamette University, Nathan moved to Tigard in 2009. For over 14 years he has worked in software development at Greater Giving—a fundraising services provider for non-profit organizations.

Nathan looks forward to starting his second full term on Tigard's Planning Commission, contributing his experience as a senior member of the Commission as well as continuing to learn about the promise and possibilities of our community.

Ahsha Miranda has resided in the City of Tigard since December 2015 and served as a member of the Tigard Levy and Bond Advisory Task Force in 2019. She attended Lewis & Clark College and received her Bachelor of Arts degree from the University of Washington. A long-time enthusiast and volunteer of architectural, cultural and historical organizations, she is a founding board member of the Friends of Georgetown History, and a board member of the Society of Architectural Historians, PNW Chapter. Having filled an unexpired one-year term, Ahsha is excited to serve a full 4-year term as a voting member on the Planning Commission

Dan Murphy grew up around Santa Cruz, CA, earned a BS from Santa Clara Univ. and a JD from Georgetown Univ in DC. While in law school, Dan also worked as a legislative aide for a home-town Congressman, and volunteered on a Presidential campaign. After graduation, Dan joined the staff of a trade association representing the technology industry. In this role, he returned to the Bay Area until his work gave him the opportunity to make a career change from law and politics to software design and development. What followed was a 40-year career in Silicon Valley as a technology and business leader. In 2017, Dan and his wife made the great decision to move to the Portland area, and settle in Tigard. He currently works for Amazon Web Services as a technical account manager, and is looking forward to being of service to his new community as an Alternate Planning Commissioner.

AIS-5071 **7.**

Business Meeting

Meeting Date: 11/22/2022

Length (in minutes): 10 Minutes

Agenda Title: Appoint Tigard Youth Advisory Council Members

Authored By: Alexandra Richardson

Presented By: Management Analyst Alex Richardson

Item Type: Motion Requested
Resolution

Public Hearing Legal Ad Required?: No

Publication Date:

Information

EXPLANATION OF ISSUE

Tigard Youth Advisory Council (TYAC) seeks approval for new members recruited during summer and fall 2022.

ACTION REQUESTED

Council appointment of 21 total Tigard Youth Advisory Council members. All are at-large, voting members and four are officers.

BACKGROUND INFORMATION

- TYAC's bylaws allow membership of 15-30 youth. TYAC had four regular members at the time of recruitment: Aishiki Nag, Natalia Jacquez, Sarah Berg, and Rachel Wu. Recruitment for fall 2022 was open to up to 26 new members.
- TYAC utilized a grassroots effort to recruit people; examples included talking to people at the Farmer's Market, Movies in the Park, and the Tigard Street Fair. TYAC members also talked to teachers for recommendations for students for these programs and used social media channels for promotion. Additionally, the city provided significant support in the form of social media, web, and in-person outreach as part of broader board and committee recruitment efforts throughout summer and fall.
- Over 45 youth showed interest in joining TYAC, and there were 24 formal applicants. TYAC officers interviewed all 24 applicants. Members ranged from sixth-graders to high school seniors.
- Of those, 17 new members were brought on and began meeting every other week on Monday evening at the Library Community Room. There have been four official TYAC meetings so far this year: September 19, October 3, October 17, and November 13.

Tigard Youth Advisory Council recommends for reappointment: Aishiki Nag, Rachel Wu, Sarah Berg, Natalia Jacquez, and London Gambill; and for appointment: Laura Taylor, Areanna Mann, Madi Vogel, Arushi Mitra, Gracie Webb, Henry Castillio, Karla Reyes, Angela Aguilar, Carmen Bartoletta, Zachary Clairmont, Payton Hughes, Ayla Leniger, Scarlett Xiloj, Chelsea Xiloj, Taylor To, and Ellie Bohnstedt.

ALTERNATIVES & RECOMMENDATION

N/A

ADDITIONAL RESOURCES

N/A

Attachments

Tigard Youth Advisory Council Resolution

Tigard Youth Advisory Council Appointee Biographies

CITY OF TIGARD, OREGON
TIGARD CITY COUNCIL
RESOLUTION NO. 22-

A RESOLUTION REAPPOINTING AISHIKI NAG, RACHEL WU, SARAH BERG, AND NATALIA JACQUEZ AND APPOINTING LAURA TAYLOR, AREANA MANN, MADI VOGEL, ARUSHI MITRA, GRACIE WEBB, HENRY CASTILLO, KARLA REYES, ANGELA AGUILAR, CARMEN BARTOLETTA, ZACHARY CLAIRMONT, PAYTON HUGHES, AYLA LENIGER, SCARLETT XILOJ, CHELSY XILOJ, TAYLOR TO, ELLIE BOHNSTEDT, CHELSEA TRUJILLO MAZON, AND LONDON GAMBILL AS VOTING MEMBERS TO THE TIGARD YOUTH ADVISORY COUNCIL

WHEREAS, Tigard City Council established the Tigard Youth Advisory Council in 2003 as "a student volunteer group whose mission is to empower, improve, and connect the lives of Tigard youth"; and

WHEREAS, the Tigard Youth Advisory Council's guiding principles include providing opportunities for members to serve their community, provide advocacy on teen issues on behalf of other youth, and feel valued, respected, and safe; and

WHEREAS, the Tigard Youth Advisory Council acts as an advisory body to the Tigard City Council and works with the Mayor, City Council, City departments, Chamber of Commerce, civic clubs, and other community organizations to create civic engagement opportunities for local youth;

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

SECTION 1: Aishiki Nag, Rachel Wu, Sarah Berg, Natalia Jacquez, Laura Taylor, Areana Mann, Madi Vogel, Arushi Mitra, Gracie Webb, Henry Castillo, Karla Reyes, Angela Aguilar, Carmen Bartoletta, Zachary Clairmont, Payton Hughes, Ayla Leniger, Scarlett Xiloj, Chelsy Xiloj, Taylor To, Ellie Bohnstedt, Chelsea Trujillo Mazon, and London Gambill are appointed to Tigard Youth Advisory Council as voting members for a one-year term, effective September 19, 2022 through September 19, 2023.

SECTION 2: This resolution is effective immediately upon passage.

PASSED: This 22nd_____ day of November_____ 2022.

_____
Mayor - City of Tigard

ATTEST:

_____
City Recorder - City of Tigard

Tigard Youth Advisory Council Members for Appointment – November 22, 2022

Name	Brief Bio	Position
Rachel Wu (President)	Rachel Wu, (she/her) is a Senior at Tigard High School. She hopes to set up opportunities for youth involvement and make Tigard a welcoming place for all ages, genders, and ethnicities.	Voting, Returning
Natalia Jacquez (Vice-President and Treasurer)	Natalia Jacquez is a senior at Tualatin High School and uses she/her pronouns. She has been in TYAC since 2017 and served as President for two terms, and Vice President and Social Media officer for one each. Natalia looks forward to working on building youth engagement with the community, mental health awareness and advocacy, and protecting our local environment.	Voting, Returning
Sarah Berg (Secretary)	Sarah Berg (she/her) is a senior at Tigard High School and the secretary of the current Youth Advisory Council. She is a member of the school's National Honors Society and the Vice president of the Middle Eastern North African Affinity group. She is looking forward to creating vast opportunities for the city's youth to be involved.	Voting, Returning

Aishiki Nag (City Council Liaison; acts as Co-President)	Aishiki Nag, she/her, is a senior at Tigard High School and is a returning member of TYAC. She was in charge of recruiting this year and is also working on some basic community engagement projects. One of the projects she's most looking forward to is the blanket-making event and the book drive.	Voting, Returning
Laura Taylor	Laura Taylor (she/her) is a current Senior at Tigar High School. She is very excited about joining TYAC this year and working on volunteer events around the city and suggesting policy ideas. She is involved with the Student Union and is an advisor for the National Honors Society.	Voting, New
Areanna Mann	Areanna Mann (she/her) is a current junior at Tigard High School. She is excited about getting involved locally and learning more about local government. She is also looking forward to gaining new experiences and meeting other people through the program as well.	Voting, New
Madi Vogel	Madi Vogel is a sophomore at Tigard High School and uses she/her pronouns. She is very excited to be a part of TYAC and has some goals for this year. These include getting youth involved with local government issues and creating fun community events for Tigard. She can’t wait to see what TYAC does this year!	Voting, New
Arushi Mitra	Arushi Miller (she/her), also goes by Ari, is a current eighth	Voting, New

	grader at Renaissance School in Portland and lives in Tigard. She loves to read, create art, and run. She's very excited to join TYAC this year. One of her main goals as a member of TYAC is to be more involved in the Tigard community and the events that happen in town, which she has not been able to do before. This is one of her first formal council experiences, and she would like to learn more about leadership within Tigard. She is very excited for the upcoming year!	
Gracie Webb	Gracie Webb (she/her) is a current senior at Tigard High School. She is involved with the advisory council, Tigard Climate Champions, and several equity-focused groups at Tigard High School. She hopes that TYAC will be able to help support Tigard in becoming a greener city, helping those in poverty and making Tigard a better place for everyone.	Voting, New
Henry Castillio	Henry Castillio (he/him) is a current Senior at Tigard High School. He is deeply connected to TYAC's mission statement strongly and wants the youth of this city to not just get involved but to use their voices too. He currently is involved deeply with the school board and working on a hate-speech policy.	Voting, New
Karla Reyes	Karla Reyes (she/her) is a Senior at Tigard High. During her time at TYAC, she would like to make the community closer and stronger. As a leader, she is going to encourage young	Voting, New

	students to be involved in shaping our community, because it's important for our choices to be heard.	
Angela Aguilar	Angela Aguilar (she/her) is a Senior at Tigard High School. She is a new member at TYAC and wants to bring in new perspectives, and diversify and unify student voices in Tigard. She is a senior class officer, works with the school board often, and is part of Tigard High leadership.	Voting, New
Carmen Bartoletta	Carmen Bartoletta (she/her) is a junior at Tigard High School. She is involved in the Tigard High marching band and also the service club. She's excited about the upcoming year.	Voting, New
Zachary Clairmont	Zachary Clairmont (he/him) is a senior at Tualatin High School. He was interested in joining because he wants to make a difference in people's lives and advocate for them and make people's lives. He's looking to work with the community and make Tigard a better place.	Voting, New
Payton Hughes	Payton Hughes (she/her) is a Junior at Tigard high school. She originally applied because she was interested in getting more connected to the community and creating more opportunities for youth.	Voting, New
Ayla Leniger	Ayla Leniger (they/them) is a 6th grader at Fowler Middle School. Some of their goals are to meet new people, help with what we can do, and have a good time doing it.	Voting, New
Scarlett Xiloj	Scarlett Xiloj (she/her) is a 6th grader at Fowler middle school.	Voting, New

	She applied because she was interested in making the community a better place and sharing her own ideas for creating events.	
Chelsea Xiloj	Chelsea Xiloj (she/her) is an 8th grader at Fowler Middle School. She is interested in TYAC and applied because she wanted to make city events more accessible for all community members.	Voting, New
Taylor To	Taylor To (she/her) is a sophomore at Southridge High School and a first-year TYAC member. She joined TYAC to be more involved in the community.	Voting, New
Ellie Bohnstedt	Ellie Bohnstedt (she/her) is a sophomore at Tigard High School. She joined TYAC because she wanted to be more involved in the community and also wanted to meet more people. She is also excited to host and support local events in the future.	Voting, New
London Gambill	London Gambill (she/her) is a senior at Tigard High School. She is a returning member from TYAC and wants to continue working on her past projects. She is a part of the Tigard High leadership program and works with the school deeply to organize events. She is also a great dancer on the dance team.	Voting, Returning

AIS-5095 **8.**

Business Meeting

Meeting Date: 11/22/2022

Length (in minutes): 15 Minutes

Agenda Title: Tigard Youth Advisory Council Update

Authored By: Alexandra Richardson

Presented By: Management Analyst Alex Richardson and TYAC Members

Item Type: Update, Discussion, Direct Staff

Public Hearing Legal Ad Required?: No

Publication Date:

Information

EXPLANATION OF ISSUE

The Tigard Youth Advisory Council (TYAC) will provide an update to the Council on their recent activities and accomplishments.

ACTION REQUESTED

No action required. This presentation to Council is for informational purposes only.

BACKGROUND INFORMATION

The Tigard Youth Advisory Council (TYAC) is a student volunteer group whose mission is to empower, improve, and connect the lives of Tigard youth. TYAC is vital to the Tigard community—as a connection point to the local youth voice, as an engaged cadre of volunteers, and as a group of emerging community leaders.

TYAC recruited heavily this past summer and fall, resulting in record membership of 21 members which is detailed in a separate agenda item "Appoint Tigard Youth Advisory Council Members". This renewed energy has led TYAC officers to create and participate in multiple community service opportunities. This update will cover all TYAC member volunteer engagement over the past six months, from a Voter Registration Drive in April to volunteer support at ivy pull events, Movies in the Park, and more.

Guiding Principles
Through empowerment young people know they are valued by the adults in their community.
Through involvement, young people serve useful roles in their school, family and community.
Through volunteering, young people provide service to others in the community.
Through respect, young people feel safe in their community.

ALTERNATIVES & RECOMMENDATION

ADDITIONAL RESOURCES

Attachments



City *of* Tigard

Tigard Youth Advisory Council

2022 Update

Tigard Youth Advisory Council Mission

To empower, improve, and connect the lives of Tigard youth.

COVID-19 Impacts

- Before the pandemic, TYAC was set out to work on projects and then there was a sudden closure
- Mental Health Panel with STUDD
- Decrease in membership throughout the period

TYAC 2022 Recruitment

- To spread the word for TYAC, we had members tell the community about the program at city events like the Farmers Market, Movies in the Park, and the Tigard Street Fair
- We ended up getting more than 40 people interested
- During this time, Rachel Wu and Aishiki Nag conducted interviews for all prospective new members
- We had 24 official applicants

Voter Registration Drive and Local Government Night



In April 2022, TYAC helped co-host a panel with local elected leaders and Secretary of State Shemia Fagan

Movies in the Park







TYAC sold snacks during these events, and it was a great opportunity for community members to learn more about TYAC

TIGARD

First In-Person Meeting



After almost two years, we had our first in-person meeting with a fun game of “Mafia.” We were able to meet and get to know each other.

GOTV!





We partnered with the Tigard Library to register potential voters and held a mock election for the Tiger president. We had a family even drive down from Beaverton to register!

TIGARD

Youth Town Hall



We opened the floor for community members to come and give input about some key topics in Tigard, like public safety and environmental goals.

Monthly Ivy Pulls



Along with other volunteer events, members of TYAC participated in ivy pulls to clean up invasive species in Cook Park.

Good Neighbor Center Trunk-Or-Treat











We worked with Good Neighbor Center to host a Trunk-or-Treat where we got into different groups and made themed trunks. Congrats to the Indiana Jones themed car!

TIGARD

Trick or Treat Main Street



TYAC also had a booth on Main Street for Halloween where members dressed up and handed out candy.

Future Events –



Questions?

AIS-5092 **9.**

Business Meeting

Meeting Date: 11/22/2022

Length (in minutes): 60 Minutes

Agenda Title: DISCUSS APPLICATIONS AND APPOINT MEMBERS TO THE CHARTER REVIEW COMMITTEE

Presented By: City Attorney Shelby Rihala and Deputy City Recorder Jesse Raymundo

Item Type: Motion Requested
Update, Discussion, Direct Staff

Public Hearing Legal Ad Required?: No

Publication Date:

Information

EXPLANATION OF ISSUE

This is Council's fourth discussion of the upcoming Charter Review Committee. As part of the selection process, Council will collectively appoint 10 individuals to serve on the committee as well as 2 non-voting alternates.

ACTION REQUESTED

Staff requests that council appoints 10 members to the Charter Review Committee and 2 non-voting alternates.

BACKGROUND INFORMATION

The Committee will be made up of ten public members who own a business or live, work, or play in the City of Tigard, plus the City Recorder. Specifically, council will appoint the following:

- Six community members, with no more than two being non-residents. Those two could be property owners, business owners, or people who live/work/play in Tigard
- One youth representative from a local high school
- Three elected City of Tigard officials (both former and current are eligible)
- Two designated non-voting alternates

Dates of Previous and Potential Future Considerations

November 1, 2022 - Council received Charter Review Committee member applications
September 13, 2022 - Council was presented with the membership structure and recruitment plan and offered its input
August 9, 2022 - Council was briefed on the Charter Review Committee

Public Involvement

The goal of the proposed committee structure is to couple expertise and familiarity with Tigard's governance with diverse perspectives from the Tigard community.

Impacts (Community, Budget, Policies and Plans/Strategic Connection)

The intent of the Charter Review Committee is to engage in a public process to review the provisions of the City's Charter and make recommendations, ultimately culminating in a referral to the voters at an

upcoming election.

ALTERNATIVES & RECOMMENDATION

Council could also decide to appoint members at a future meeting.

ADDITIONAL RESOURCES

Attachments

List - Charter Review Committee Applicants

Charter Review Committee Applications

CHARTER REVIEW COMMITTEE APPLICANTS (10 positions available*)

COMMUNITY MEMBERS (6 positions available)
Buehler, Gabriel
Doherty, Margaret
Emerson, Karen
Fenton, Holly (Nonresident, works in Tigard)
Fortner, Margarita
Jackson, Nathan
Lamer, Gerlinde
Lawson, Derek
Lofgren, Patty
Murphy, Lindsey
Pinto, Zeena
Sarah Hunt, Pasha
Simpson, William T
Specht, Dolly
Thompson, Deborah

YOUTH REPRESENTATIVE (1 position available)
Vogel, Madeline

ELECTED OFFICIALS (3 positions available)
Cook, John
Shaw, Jeannette
Snider, Jason

*2 additional applicants will be designated non-voting alternates

View results

Respondent

2 Anonymous

21:05
Time to complete

1. Full Name

Gabriel Buehler

2. Address

[redacted]

3. Email Address

[redacted]

4. Phone Number

[redacted]

5. How do you prefer to receive communication?

- Email
- Phone

6. **Where did you hear about the Charter Review Committee?**

City of Tigard website

7. **In 500 words or less, describe your personal or professional interests and how they relate to the Charter Review Committee.**

I grew up in Tigard and now have my own family of 5 here. I only left Tigard to join the Marines after September 11 but came back to make my life here. I want to help in the process of shaping how the city will be conducted for the future of my children that will one day hopefully have their own families here in Tigard. It is important to me to leave it better for the next generation and progress into the future.

8. **What prompted you to apply to the Charter Review Committee?**

As I am getting older with kids I would like to set an example as a positive member of my community.

9. **What do you hope to achieve while serving on the Charter Review Committee?**

   To help shape our community for the future.

10. **What kind of support would make it easier for you to participate?**

    Communication is key to any success.

11. **Only ten applicants (plus two alternates) will serve on the Charter Review Committee. This makes it important that committee members are proactive in communicating the work of the Charter Review Committee with the community. Which community groups will you be able to keep informed and engaged on the committee's work? How will you engage them?**

    My kids play sports and I help coach on teams, church, home school groups. Social media, email, and word of mouth.

View results

Respondent

12 Anonymous

08:18
Time to complete

1. Full Name

John Cook

2. Address

[redacted]

3. Email Address

[redacted]

4. Phone Number

[redacted]

5. How do you prefer to receive communication?

- Email
- Phone

6. **Where did you hear about the Charter Review Committee?**

Social Media

7. **In 500 words or less, describe your personal or professional interests and how they relate to the Charter Review Committee.**

Growing up in Tigard, and in Tigard politics, I have seen the charter change multiple times over the years. It needs to be streamlined and understandable to the average citizen. Knowing the background of the charter amendments gives me knowledge that most would not have.

8. **What prompted you to apply to the Charter Review Committee?**

Wanting to simplify and make it easier for citizens to understand the city charter. City staff reached out to me and suggested that I might be helpful for the other members of the committee.

9. **What do you hope to achieve while serving on the Charter Review Committee?**

Creating an understanding charter that can be passed by citizens that they can understand. Give my historical viewpoints of why the previous charter amendments were even put there in the first place.

10. **What kind of support would make it easier for you to participate?**

N/A

11. **Only ten applicants (plus two alternates) will serve on the Charter Review Committee. This makes it important that committee members are proactive in communicating the work of the Charter Review Committee with the community. Which community groups will you be able to keep informed and engaged on the committee's work? How will you engage them?**

Tigard Chamber of Commerce, Westside Economic Alliance and Westside Professional Business Associates. I'm on multiple committees, and will fill them in monthly during our meetings.

View results

Respondent

4 Anonymous

17:04
Time to complete

1. Full Name

Margaret Doherty

2. Address

[redacted]

3. Email Address

[redacted]

4. Phone Number

[redacted]

5. How do you prefer to receive communication?

- Email
- Phone

6. **Where did you hear about the Charter Review Committee?**

emails and web site

7. **In 500 words or less, describe your personal or professional interests and how they relate to the Charter Review Committee.**

I have been a Tigard resident since 1989. During that time i have been involved in everything from a library volunteer to 8 years on the planning commission and 11 years as the State Representative for Tigard. I have always been impressed with the way the city and the elected officials make sure they have input from the community. This should continue. i know the inter workings of governments and I think that will be an asset to this Committee.

8. **What prompted you to apply to the Charter Review Committee?**

The Charter came to the forefront when there was a question as to whether or not the Mayor could run for re-election came up. The Charter needs to be very clear about these kinds of issues.

9. **What do you hope to achieve while serving on the Charter Review Committee?**

Update and upgrade the areas in the Charter that need it.

10. **What kind of support would make it easier for you to participate?**

Background information and information and input from staff.

11. **Only ten applicants (plus two alternates) will serve on the Charter Review Committee. This makes it important that committee members are proactive in communicating the work of the Charter Review Committee with the community. Which community groups will you be able to keep informed and engaged on the committee's work? How will you engage them?**

I am currently not on any formal city committees, but have extensive outreach to many community and other groups that would be affected by a city charter. The best way to engage the groups I am involved with is one to one communication and to know i am always open for questions and meetings.

View results

Respondent

17 Anonymous

157:23
Time to complete

1. Full Name

Karen Emerson

2. Address

[redacted]

3. Email Address

[redacted]

4. Phone Number

[redacted]

5. How do you prefer to receive communication?

- Email
- Phone

6. **Where did you hear about the Charter Review Committee?**

City of Tigard engagement email

7. **In 500 words or less, describe your personal or professional interests and how they relate to the Charter Review Committee.**

As a Tigard-Tualatin school board member, I participated in a complete policy review that took over 3 years. I enjoyed diving into the details to understand each policy, and to suggest edits where topics were unclear. The process required reviewing several policies each week, and even though the work was not glamorous, I knew that it was important and that I was making a difference. I would bring that same level of attention to detail and creative suggestions to this Charter review process.

8. **What prompted you to apply to the Charter Review Committee?**

I was someone who commented on the break in service issue, and I did so because the language was vague. I firmly believe that official documents need to "say what you mean, and mean what you say." I hope to resolve the break issue and to remove any dated language that isn't correct or isn't being followed or enforced.

9. **What do you hope to achieve while serving on the Charter Review Committee?**

I hope that we can end with a document that is crystal clear, complete, and forward-looking.

10. **What kind of support would make it easier for you to participate?**

I appreciate materials being shared prior to each meeting so that they can be reviewed and I can show up prepared to engage.

11. **Only ten applicants (plus two alternates) will serve on the Charter Review Committee. This makes it important that committee members are proactive in communicating the work of the Charter Review Committee with the community. Which community groups will you be able to keep informed and engaged on the committee's work? How will you engage them?**

I am a member of Tigard United Methodist Church, and I frequently share my thoughts about local issues with the other congregants through announcements and during social times.
Also, I am still connected with many Tigard-Tualatin School District parents, and I can communicate issues with them on facebook and at local events.

View results

Respondent

14 Anonymous

209:05
Time to complete

1. Full Name

Holly Fenton

2. Address

[redacted]

3. Email Address

[redacted]

4. Phone Number

[redacted]

5. How do you prefer to receive communication?

- Email
- Phone

6. **Where did you hear about the Charter Review Committee?**

I heard about the Charter Review Committee during a council meeting I tuned into virtually.

7. **In 500 words or less, describe your personal or professional interests and how they relate to the Charter Review Committee.**

I have worked in Municipal Courts for nearly 23 years, the last 5 with the City of Tigard Municipal Court. I have always had an interest in rules and laws; I read statutes for fun! Mostly from the Vehicle Code due to my career, but I have reviewed other charters, statutes and laws. When I heard about the Charter Review Committee, I was immediately interested. In a previous job, I was part of a court rules committee that created court rules and recommended them to the judge. I really enjoyed my time on that committee and the things I learned, and I look forward to being a part of the Charter Review Committee if selected.

8. **What prompted you to apply to the Charter Review Committee?**

My past experience with a court rules committee, my love of statutes, laws and ordinances, and a desire to be active within the city of Tigard has all prompted me to apply to be a part of the Charter Review Committee.

9. **What do you hope to achieve while serving on the Charter Review Committee?**

I hope to achieve experience, and meet and get to know other Tigard community members

10. **What kind of support would make it easier for you to participate?**

I would prefer in person meetings but understand that virtual meetings are more accessible.

11. **Only ten applicants (plus two alternates) will serve on the Charter Review Committee. This makes it important that committee members are proactive in communicating the work of the Charter Review Committee with the community. Which community groups will you be able to keep informed and engaged on the committee's work? How will you engage them?**

To be honest, I don't typically engage in conversations regarding city charters! However, as a City of Tigard employee and working for the court specifically, I will talk with co-workers and other Tigard team members regarding my experiences, and the process as it develops.

View results

Respondent

13 Anonymous

12:34
Time to complete

1. Full Name

Margarita Fortner

2. Address

[redacted]

3. Email Address

[redacted]

4. Phone Number

[redacted]

5. How do you prefer to receive communication?

- Email
- Phone

6. **Where did you hear about the Charter Review Committee?**

Tigard Life

7. **In 500 words or less, describe your personal or professional interests and how they relate to the Charter Review Committee.**

I'm a homeowner in Tigard, and as such am invested in its future. I've also been a paralegal for the past 15 years, so analyzing documents and formulating recommendations based on my analyses is part of what I do for a living.

8. **What prompted you to apply to the Charter Review Committee?**

I'm proud to say that Tigard is where my husband and I chose to become first-time homeowners in early 2020. We fell in love with the small-town feel while having quick access to both of our jobs in Portland proper in one direction and gorgeous wine country in the other. Honestly, I've been looking for a way to contribute to my community in a meaningful way and this seemed to be right up my alley.

9. **What do you hope to achieve while serving on the Charter Review Committee?**

I simply hope to gain insight into the inner workings of the government that oversees the community in which I've chosen to make my home and help guide its direction moving forward.

10. **What kind of support would make it easier for you to participate?**

I don't really need any kind of support. I'm fortunate enough to have reliable transportation and my work is fairly flexible.

11. **Only ten applicants (plus two alternates) will serve on the Charter Review Committee. This makes it important that committee members are proactive in communicating the work of the Charter Review Committee with the community. Which community groups will you be able to keep informed and engaged on the committee's work? How will you engage them?**

I'm not really sure to what community groups this refers, but generally these days texts and emails are the easiest way to reach people. I personally prefer text over email, but it's important to find out individual preferences.

View results

Respondent

18 Anonymous

08:58
Time to complete

1. Full Name

Nathan Jackson

2. Address

[redacted]

3. Email Address

[redacted]

4. Phone Number

[redacted]

5. How do you prefer to receive communication?

- Email
- Phone

6. **Where did you hear about the Charter Review Committee?**

City of Tigard website; emailed communications from City

7. **In 500 words or less, describe your personal or professional interests and how they relate to the Charter Review Committee.**

Here, my personal interests are most relevant.

I hold a deep respect for the power of language and the meanings within and behind it – both in creating those meanings and interpreting the meanings of others. There is a beauty in clarity of expression which gains particular importance when language is employed in the service of law.

In combination with this love of language, I try to cultivate a deeply rooted sense of civic duty and a cheerfulness in that service. Events in recent years have highlighted the fragility of systems of self-governance and should remind us all that hasty and simplistic adherence to first principles alone cannot sustain a functional society in a changing world. We must all lend continuous work as stewards to keep democracy vibrant and adaptable, even – or perhaps especially – at the local level.

8. **What prompted you to apply to the Charter Review Committee?**

I first gained interest when city staff solicited responses to the Charter text governing term limits early this year-- I found interpreting and providing feedback during that process uniquely engaging.

News of this more comprehensive review of the Charter text rekindled that interest.

9. **What do you hope to achieve while serving on the Charter Review Committee?**

I would hope to first better understand the original principles informing the founding of Tigard, then assist in clarifying that vision for the evolving needs of Tigard of today and tomorrow.

10. **What kind of support would make it easier for you to participate?**

Remote meetings (as I understand they are already expected to be) would be most convenient, especially if scheduled for late afternoon or early evening, and ideally at times that avoid conflicts with other City board and committee meetings.

11. **Only ten applicants (plus two alternates) will serve on the Charter Review Committee. This makes it important that committee members are proactive in communicating the work of the Charter Review Committee with the community. Which community groups will you be able to keep informed and engaged on the committee's work? How will you engage them?**

* Tigard Planning Commission: share progress of the Committee during the "Communications" portion of public hearings.
* Private socializing: discussion with neighbors in one-on-one conversation and during other social occasions.

View results

Respondent

15 Anonymous

20:02
Time to complete

1. Full Name

Gerlinde Lamer

2. Address

[redacted]

3. Email Address

[redacted]

4. Phone Number

[redacted]

5. How do you prefer to receive communication?

- Email
- Phone

6. **Where did you hear about the Charter Review Committee?**

Via emails from the City of Tigard

7. **In 500 words or less, describe your personal or professional interests and how they relate to the Charter Review Committee.**

I moved to Tigard when street lights stopped at 121st Ave. Since that time much has changed and yet we still live and work as if it has not.

8. **What prompted you to apply to the Charter Review Committee?**

I was talking with an individual running for Mayor about rents going up and the amount of people who are living with the cloud of eviction over them - the individual's physical response told me they did not know what I was talking about.

9. **What do you hope to achieve while serving on the Charter Review Committee?**

To bring to the table my experience working with people who are homeless, those who have lived in the community their whole lives, those who are strangers looking for a place to call home, and a voice of the faith communities within the Tigard community.

10. **What kind of support would make it easier for you to participate?**

Meetings later in the day after school is out.

11. **Only ten applicants (plus two alternates) will serve on the Charter Review Committee. This makes it important that committee members are proactive in communicating the work of the Charter Review Committee with the community. Which community groups will you be able to keep informed and engaged on the committee's work? How will you engage them?**

I work at St. Anthony in the front office - I can let them know as well as the churches in the area that we communicate with.

View results

Respondent

11 Anonymous

18:51
Time to complete

1. Full Name

Derek Lawson

2. Address

[redacted]

3. Email Address

[redacted]

4. Phone Number

[redacted]

5. How do you prefer to receive communication?

- Email
- Phone

6. **Where did you hear about the Charter Review Committee?**

It was referenced during a recent city council session.

7. **In 500 words or less, describe your personal or professional interests and how they relate to the Charter Review Committee.**

My wife, Carla, and I are Tigard residents raising our two young children in the community and we have a vested interest in promoting the values that contribute to a thriving city. I work professionally as a financial planner with a graduate degree in the same field. For undergrad I have a BA in Political Science with concentrations in International Relations and Civic Education as well as a minor in Spanish.

8. **What prompted you to apply to the Charter Review Committee?**

I became aware of the committee's existence when it was referenced during a recent city council meeting and have been looking for ways to increase my civic engagement.

9. **What do you hope to achieve while serving on the Charter Review Committee?**

I want to serve my community and hope my input would be of value.

10. **What kind of support would make it easier for you to participate?**

I don't have any special circumstances requiring additional support in order to participate.

11. **Only ten applicants (plus two alternates) will serve on the Charter Review Committee. This makes it important that committee members are proactive in communicating the work of the Charter Review Committee with the community. Which community groups will you be able to keep informed and engaged on the committee's work? How will you engage them?**

I would communicate about the committee's work with Tigard residents and other visitors at the public parks, farmers market, local library, and likely during other events such as street fairs on Main Street. My wife and I frequently engage with other members of the community when walking or bicycling with our children to various public places around Tigard.

View results

Respondent

9 Anonymous

14:22
Time to complete

1. Full Name

Patty Lofgren

2. Address

[redacted]

3. Email Address

[redacted]

4. Phone Number

[redacted]

5. How do you prefer to receive communication?

- Email
- Phone

6. **Where did you hear about the Charter Review Committee?**

Tigard website, and Alex Richardson

7. **In 500 words or less, describe your personal or professional interests and how they relate to the Charter Review Committee.**

I have been a resident of Tigard for 30 years and while I am not a fully retired educator, work has slowed down in the last few years allowing me to participate in local activities such as Leadership Tigard, becoming a member of Tigard CERT Green Team, and most recently, as a member of Tigard's Public Safety Advisory Board. They have all been very rewarding opportunities and I wish to continue to be actively involved in my community.

8. **What prompted you to apply to the Charter Review Committee?**

I read about it in the City of Tigard's email and while I was considering it, received an email from Alex Richardson at the City of Tigard, encouraging former PSAB members to apply.

9. **What do you hope to achieve while serving on the Charter Review Committee?**

It has been my experience as an educator that we need to continually examine and refine our practices as times change and we learn new things. A review of the Charter seems like it would greatly benefit the community.

10. **What kind of support would make it easier for you to participate?**

None that I can think of.

11. **Only ten applicants (plus two alternates) will serve on the Charter Review Committee. This makes it important that committee members are proactive in communicating the work of the Charter Review Committee with the community. Which community groups will you be able to keep informed and engaged on the committee's work? How will you engage them?**

Tigard CERT, former Public Safety Advisory Board members, educators. Engagement varies depending on the group - some regularly scheduled in-person meetings are resuming, others take place via Zoom. I also, through Leadership Tigard, have some contact with the Tigard Chamber and the regular Good Morning Tigard events.

View results

Respondent

7 Anonymous

11:54
Time to complete

1. Full Name

Lindsey Murphy

2. Address

[redacted]

3. Email Address

[redacted]

4. Phone Number

[redacted]

5. How do you prefer to receive communication?

- Email
- Phone

6. **Where did you hear about the Charter Review Committee?**

On the city of Tigard's website

7. **In 500 words or less, describe your personal or professional interests and how they relate to the Charter Review Committee.**

I am a Tigard community member with a young family and have both a personal and professional interest in local government. I currently serve as a member of the Public Safety Council for Washington County and most recently worked for CivicPulse as the Director of Operations. CivicPulse is a research think tank for local government policy. I am also passionate about making our community diverse, equitable, and inclusive - including with how our Charter is written. With my personal and professional experience and interest, I think I would add a unique lens for reviewing the Charter.

8. **What prompted you to apply to the Charter Review Committee?**

I am always looking for ways to engage in my local government and community and this seemed like a great opportunity.

9. **What do you hope to achieve while serving on the Charter Review Committee?**

I hope to bring a unique lens to the review that will incorporate more inclusive language and bring thoughtful conversation about how we can make Tigard more diverse, equitable, and inclusive.

10. **What kind of support would make it easier for you to participate?**

The option for hybrid participation.

11. **Only ten applicants (plus two alternates) will serve on the Charter Review Committee. This makes it important that committee members are proactive in communicating the work of the Charter Review Committee with the community. Which community groups will you be able to keep informed and engaged on the committee's work? How will you engage them?**

I would be happy to work with any of the city's committees to keep them engaged and informed about the Charter. Specifically I would like to work with the Parks 7 Rec advisory Board, Public Safety Advisory Board, and the Youth Advisory Council. I would plan to be in communication with the committee chairs and offer to give presentations/updates at committee meetings.

View results

Respondent

19 Anonymous

06:13
Time to complete

1. Full Name

Zeena pinto

2. Address

[redacted]

3. Email Address

[redacted]

4. Phone Number

[redacted]

5. How do you prefer to receive communication?

- Email
- Phone

6. **Where did you hear about the Charter Review Committee?**

El Tigre fest

7. **In 500 words or less, describe your personal or professional interests and how they relate to the Charter Review Committee.**

I moved to United States 10 years ago from India. I have bachelor's degree in engineering and was working as a software developer until for year ago until when i had my first baby decided to take a break from it. I am mom of two beautiful girls 4 and 2. As part of my job , i have worked on documentation . I have a great community spirit , I volunteered for computer teaching at two libraries in California. We moved to Oregon early February this year . To learn more about Tigard and also to bring up the kids close to the nature and teh community we did the tigard passport and we are the winners as well. My four year old also very much obsessed with this town , its mind-blowing. I believe my skills and my passion would bring good to the committee.

8. **What prompted you to apply to the Charter Review Committee?**

   Volunteer of tigard city booth at El Tigre fest told me that I will be the great candidate for the review committee by looking at my knowledge about the city.

9. **What do you hope to achieve while serving on the Charter Review Committee?**

   I want to contribute my best to the committee and make a positive impact.

10. **What kind of support would make it easier for you to participate?**

    NA

11. **Only ten applicants (plus two alternates) will serve on the Charter Review Committee. This makes it important that committee members are proactive in communicating the work of the Charter Review Committee with the community. Which community groups will you be able to keep informed and engaged on the committee's work? How will you engage them?**

    I can post in my FB groups and tell my neighbors, mom groups etc about the initiative

View results

Respondent

10 Anonymous

10:23
Time to complete

1. Full Name

Pasha Sarah Hunt

2. Address

[redacted]

3. Email Address

[redacted]

4. Phone Number

[redacted]

5. How do you prefer to receive communication?

- Email
- Phone

6. **Where did you hear about the Charter Review Committee?**

Tigard Newspaper

7. **In 500 words or less, describe your personal or professional interests and how they relate to the Charter Review Committee.**

We have lived in Tigard since September 2016. I interviewed Mayor John Cook during his term to find out how I could help our city. I am a former real estate agent, I understand legal issues and contracts. I also have a financial background. I care about our safety, I started a neighborhood watch for my HOA Benchview estates.

8. **What prompted you to apply to the Charter Review Committee?**

To help my city to be safe, grow, and thrive.

9. **What do you hope to achieve while serving on the Charter Review Committee?**

To make sensible plans for new development, zoning etc. To create a caring community that looks out for each other.

10. **What kind of support would make it easier for you to participate?**

There are no barriers. I can meet after hours, and on weekends for team planning.

11. **Only ten applicants (plus two alternates) will serve on the Charter Review Committee. This makes it important that committee members are proactive in communicating the work of the Charter Review Committee with the community. Which community groups will you be able to keep informed and engaged on the committee's work? How will you engage them?**

Public Safety, New Development/infrastructure, Small Business Owners, Community events.

Thank you for your consideration. Pasha Sarah Hunt

View results

Respondent

20 Anonymous

230:01
Time to complete

1. Full Name

Jeanette Shaw

2. Address

[redacted]

More options for Responses

3. Email Address

[redacted]

4. Phone Number

[redacted]

5. How do you prefer to receive communication?

- (●) Email
- ( ) Phone

6. **Where did you hear about the Charter Review Committee?**

City Council Discussion

7. **In 500 words or less, describe your personal or professional interests and how they relate to the Charter Review Committee.**

As a member of the City Council, I believe it is important to have a current, sitting councilor in the discussions. If it includes only former Councilmembers, then the conversation could become self-serving and/or skewed. Also, it is an opportunity to update/modernize the current City Charter to be more equitable in names, etc.

8. **What prompted you to apply to the Charter Review Committee?**

   #7.

9. **What do you hope to achieve while serving on the Charter Review Committee?**

   Balanced discussion regarding Council terms.

10. **What kind of support would make it easier for you to participate?**

    Regularly scheduled meetings, agendas, and minutes via Zoom meetings. Comparisons to other cities where relevant...

11. **Only ten applicants (plus two alternates) will serve on the Charter Review Committee. This makes it important that committee members are proactive in communicating the work of the Charter Review Committee with the community. Which community groups will you be able to keep informed and engaged on the committee's work? How will you engage them?**

    The City has the primary rule of communication -- the applicants can augment via their own social media, HOA's, PTA's, etc. I would inform community members/HOA's etc., via social media

View results

Respondent

3 Anonymous

84:56
Time to complete

1. Full Name

William T Simpson

2. Address

[redacted]

3. Email Address

[redacted]

4. Phone Number

[redacted]

5. How do you prefer to receive communication?

- Email
- Phone

6. **Where did you hear about the Charter Review Committee?**

Facebook

7. **In 500 words or less, describe your personal or professional interests and how they relate to the Charter Review Committee.**

I have over 20 years of employment in the Tigard area. I live here, work here, drive here, and 'play' here. My work industry is technology, compliance and cybersecurity. This provides me additional insight into community and business concerns. It has also provided me with the opportunity to work with law enforcement during forensic investigation of cybercrimes and to see obstacles for both business and enforcement in this area.
I have extensive knowledge, professional and personal experience with policy writing, partnerships, legal documents, security, mental health concerns, economic opportunity barriers, various forms and expressions of prejudice, and issues of exclusion/inclusion. I also have an extensive background in writing, editing, journalism, social media and communications education and experience which would help me gather input and communicate effectively with concerned parties. Recently, I attended meetings and provided input for Tigard's rezoning project. I have also been involved with local chambers of commerce as a member, representing my company and communicating on issues as needed. I am a member of a local gym with a diverse membership of business owners and employees from the following and more: antiques, manufacturing, construction, finance, franchises, fitness, minimum wage, automotive, restaurants, technology, and even MMA. This is an example of the people I have networked with and who I can easily tap for input on proposed changes. Representation is a critical component for effective government.

8. **What prompted you to apply to the Charter Review Committee?**

I want to provide input to help make sure any changes to the Charter are net-positive changes. I believe I bring a unique perspective and represent an often underrepresented point of view.

9. **What do you hope to achieve while serving on the Charter Review Committee?**

I want to help improve the safety, opportunity, inclusion and representation of Tigard's residents and businesses through clearly stated Charter standards, expectations, and goals.

10. **What kind of support would make it easier for you to participate?**

After hours, weekend, or around lunch hour meeting times. Virtual meetings. Advance notice of meeting times. I work full time, but I have flexibility.

11. **Only ten applicants (plus two alternates) will serve on the Charter Review Committee. This makes it important that committee members are proactive in communicating the work of the Charter Review Committee with the community. Which community groups will you be able to keep informed and engaged on the committee's work? How will you engage them?**

My social media and journalism experience would allow me to adapt communications to need, that is I can communicate as demands dictate if a group is not being engaged. For example, as the editor of my college newspaper I was informed that I was the first to engage the lgbtq club and also the multicultural students in unity club. I also engaged with the student government club where the relationship was previously more adversarial or about coverage not engagement. Specifically, I am highly involved in business and networking with businesses. I am comfortable working with law enforcement and would look forward to getting their unique insight and input. My communication style and energy are typically well received due to genuine empathy and an ability to listen even beyond what I can hear.

View results

Respondent

16 Anonymous

2559:27
Time to complete

1. Full Name

Jason Snider

2. Address

[redacted]

3. Email Address

[redacted]

4. Phone Number

[redacted]

5. How do you prefer to receive communication?

- Email
- Phone

6. **Where did you hear about the Charter Review Committee?**

I am currently a member of the city council and we directed staff to initiate a charter review process, including the creation of a Charter Review Committee.

7. **In 500 words or less, describe your personal or professional interests and how they relate to the Charter Review Committee.**

I have been an elected member of the Tigard City Council for almost ten years. I have a strong interest in the future of Tigard and want to see the community grow and improve in every domain. This requires periodic and incremental improvements to our city and its governing documents.

8. **What prompted you to apply to the Charter Review Committee?**

The City Charter is the most important foundational document that establishes the set up and functioning of our city government. Much of the language is decades old and contains sections that i) no longer reflect current practice, ii) are outdated iii) poorly written, ambiguous, and/or missing key information, and iv) has been edited over time such that some sections are incompatible with others. I was deeply impacted by this personally earlier in 2022. I believe my recent experiences as a mayor, city councilor, and community member give me a unique perspective and experience with the charter that would be beneficial to the committee.

9. **What do you hope to achieve while serving on the Charter Review Committee?**

An updated charter that is ratified by the voters that reflects the current needs and values of the Tigard community and is consistent with our current mission, vision, and values as a city.

10. **What kind of support would make it easier for you to participate?**

No specific support needed.

11. **Only ten applicants (plus two alternates) will serve on the Charter Review Committee. This makes it important that committee members are proactive in communicating the work of the Charter Review Committee with the community. Which community groups will you be able to keep informed and engaged on the committee's work? How will you engage them?**

As the current Mayor of Tigard, I have vast networks of connections to groups throughout the community. Given the important of this work, I plan to engage all of them early and often.

View results

Respondent

5 Anonymous

06:08
Time to complete

1. Full Name

Dolly Specht

2. Address

[redacted]

3. Email Address

[redacted]

4. Phone Number

[redacted]

5. How do you prefer to receive communication?

- Email
- Phone

6. **Where did you hear about the Charter Review Committee?**

by email

7. **In 500 words or less, describe your personal or professional interests and how they relate to the Charter Review Committee.**

I am currently in active leadership roles in my local community and also nationwide in my capacity as a representative of the Filipino-American demographic. I am very involved and engaged in Tigard, currently serving as Vice-Chair of the Committee for Community Engagement, and I have been asked to consider involvement in the Charter Review Committee.

8. **What prompted you to apply to the Charter Review Committee?**

By invitation. Apparently, somebody believes I would be a good fit and contributor.

9. **What do you hope to achieve while serving on the Charter Review Committee?**

10. **What kind of support would make it easier for you to participate?**

online participation.

11. **Only ten applicants (plus two alternates) will serve on the Charter Review Committee. This makes it important that committee members are proactive in communicating the work of the Charter Review Committee with the community. Which community groups will you be able to keep informed and engaged on the committee's work? How will you engage them?**

I have a very active social media, I am on the Board of my HOA in North Tigard, I have direct access and communications with the local Filipino-American demographic. As part of the CCE's DEI Subcommittee, I have the resources to disseminate information through other members, and I am also on the Steering Committee of Washington County's CPO4M -- I think all my involvement interweaves for the same purpose.

View results

Respondent

8 Anonymous

09:49

Time to complete

1. Full Name

Deborah Thompson

2. Address

[redacted]

3. Email Address

[redacted]

4. Phone Number

[redacted]

5. How do you prefer to receive communication?

- Email
- Phone

6. **Where did you hear about the Charter Review Committee?**

I'm on the City of Tigard email list.

7. **In 500 words or less, describe your personal or professional interests and how they relate to the Charter Review Committee.**

As a retired person, I have the perspective of the senior citizens to offer. I've worked in customer service, IT desk help jobs. Have knowledge of retail selling and computer hardware and software. My view will be unique.

8. **What prompted you to apply to the Charter Review Committee?**

I 'm looking for volunteering opportunities that will benefit my fellow man.

9. **What do you hope to achieve while serving on the Charter Review Committee?**

A more efficient and compassionate city gov't that can serve all the people.

10. **What kind of support would make it easier for you to participate?**

The people around me to have good manners and respect for each other.

11. **Only ten applicants (plus two alternates) will serve on the Charter Review Committee. This makes it important that committee members are proactive in communicating the work of the Charter Review Committee with the community. Which community groups will you be able to keep informed and engaged on the committee's work? How will you engage them?**

The senior community. The feminist community. The POC community. Why? Because I am all of them.

View results

Respondent

6 Anonymous

21:52
Time to complete

1. Full Name

Madeline Vogel

2. Address

[redacted]

3. Email Address

[redacted]

4. Phone Number

[redacted]

5. How do you prefer to receive communication?

- Email
- Phone

6. **Where did you hear about the Charter Review Committee?**

On 9/19 during the TYAC meeting from Alex Richardson who mentioned that you guys were looking for a youth representative!

7. **In 500 words or less, describe your personal or professional interests and how they relate to the Charter Review Committee.**

As someone who is involved in the community, this sounded really interesting and something I would love to be a part of. I am passionate about politics and I have always paid attention to the inner workings of Tigard's government. Since being a part of TYAC and Tigard High's leadership, I hear about a lot of interesting opportunities and this is definitely one of them. I would love to represent Tigard High School and Tigard's youth with being on the Charter Review Committee.

8. **What prompted you to apply to the Charter Review Committee?**

I am always looking for more community opportunities and ways to get myself involved. The Charter Review Committee is very interesting to me and would be something I would love to be a part of/learn more about. I also think it would be a great way to represent Tigard High and get more youth involved throughout Tigard's community.

9. **What do you hope to achieve while serving on the Charter Review Committee?**

I hope to achieve our goals as a Charter which would be to make the changes we see necessary and get them passed by November. I also have personal goals that I would like to achieve such as to engage with new people, brainstorm ideas and goals, and get more youth involved throughout THS.

10. **What kind of support would make it easier for you to participate?**

The support I would need would be to just get meeting times and dates that work for everyones schedule. Other than that I am ready to participate!

11. **Only ten applicants (plus two alternates) will serve on the Charter Review Committee. This makes it important that committee members are proactive in communicating the work of the Charter Review Committee with the community. Which community groups will you be able to keep informed and engaged on the committee's work? How will you engage them?**

I will keep the groups that I am involved in updated with the Charters work. This include Tigard High School's leadership program, Tigard Youth Advisory Council, and clubs through THS such as sparrow, EBA, service/key club, and FBLA. I will keep them engaged by answering questions, showing and explaining the work we've done, and letting them know our goals as a Charter.