City *of* Tigard

Tigard Business Meeting –Agenda

TIGARD CITY COUNCIL & TOWN CENTER DEVELOPMENT AGENCY

MEETING DATE AND TIME:	MAY 23, 2023 - 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 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: May 23, 2023 Council Meeting (https://www.tigard-or.gov/Home/Components/Calendar/Event/3464/66).

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 21 (1st Tuesdays) and Channel 28 (2nd & 4th Tuesdays) 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.

City *of* Tigard

Tigard Business Meeting –Agenda

TIGARD CITY COUNCIL & TOWN CENTER DEVELOPMENT AGENCY

MEETING DATE AND TIME: MAY 23, 2023 - 6:30 p.m. Business Meeting

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

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

   A. GUN VIOLENCE AWARENESS DAY PROCLAMATION **6:35 p.m. estimated time**

   B. PRIDE MONTH PROCLAMATION **6:45 p.m. estimated time**

3. PUBLIC COMMENT

   A. Follow-up to Previous Public Comment

   B. Tigard High School Student Envoy

   C. Public Comment – Written

D. Public Comment – In Person

E. Public Comment – Phone-In

F. Public Comment – Video

4. LEGISLATIVE PUBLIC HEARING: HOUSE BILL 3115 RESPONSE ORDINANCE
7:00 p.m. estimated time

5. CONSIDERATION OF A DEVELOPMENT ASSISTANCE AGREEMENT
7:30 p.m. estimated time

6. HOUSING POLICY UPDATE AND ROADMAP **7:45 p.m. estimated time**

7. POLICE SERVICES LEVY BALLOT MEASURE DATE SELECTION **8:15 p.m. estimated time**

8. NON-AGENDA ITEMS

9. ADMINISTRATIVE REPORT **8:45 p.m. estimated time**

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

11. ADJOURNMENT **8:50 p.m. estimated time**

AIS-5241 **2. A.**

Business Meeting

Meeting Date: 05/23/2023

Length (in minutes): 10 Minutes

Agenda Title: Gun Violence Awareness Day Proclamation

Authored By: Nicole Hendrix

Presented By: Guest Speaker Teri Mills / No Staff Report

Item Type: Proclamation

Public Hearing Legal Ad Required?: No

Publication Date:

Information

EXPLANATION OF ISSUE

Community member Teri Mills requested June 2, 2023 be Gun Violence Awareness Day. This proclamation declares the first Friday in June to be Gun Violence Awareness Day in the City of Tigard to honor and remember all victims and survivors of gun violence and to declare that we as a country must do more to end this public health crisis.

ACTION REQUESTED

The Tigard team asks the Mayor to proclaim June 2, 2023 as Gun Violence Awareness Day.

BACKGROUND INFORMATION

Public Involvement

This request is on behalf of the Moms Demand Action - Tualatin/Tigard/Lake Oswego/Wilsonville/West Linn Chapter.

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

Mayors and law enforcement officers —in partnership with local violence intervention activists and resources —know their communities best, are the most familiar with local criminal activity and how to address it, and are best positioned to understand how to keep their community safe. Gun violence prevention is more important than ever as we see an increase in firearm homicides, and nonfatal shootings across the country, increased calls to domestic violence hotlines, and an increase in gun violence.

ALTERNATIVES & RECOMMENDATION

The Mayor may choose not to publicly proclaim Gun Violence Awareness Day, however city teammates recommend this item be proclaimed publicly.

ADDITIONAL RESOURCES

Attachments

Proclamation - Gun Violence Awareness Day 2023

Proclamation

City of Tigard

GUN VIOLENCE AWARENESS DAY
JUNE 2, 2023

WHEREAS, every day, more than 120 Americans are killed by gun violence and more than 200 are shot and wounded, with an average of more than 17,000 gun homicides every year; and

WHEREAS, Americans are 26 times more likely to die by gun homicide than people in other high-income countries; and

WHEREAS, Oregon has 587 gun deaths every year, with a rate of 13 deaths per 100,000 people, a crisis that costs the state $8.1 billion each year, of which $89.1 million is paid by taxpayers. Oregon has the 34th highest rate of gun deaths in the US; and

WHEREAS, gun homicides and assaults are concentrated in cities, with more than half of all firearm related gun deaths in the nation occurring in 127 cities; and

WHEREAS, cities across the nation, including in Tigard, are working to end the senseless violence with evidence-based solutions; and

WHEREAS, protecting public safety in the communities they serve is mayors' highest responsibility; and

WHEREAS, support for the Second Amendment rights of law-abiding citizens goes hand-in-hand with keeping guns away from people with dangerous histories; and

WHEREAS, mayors and law enforcement officers —in partnership with local violence intervention activists and resources —know their communities best, are the most familiar with local criminal activity and how to address it, and are best positioned to understand how to keep their community members safe; and

WHEREAS, gun violence prevention is more important than ever as we see an increase in firearm homicides, and nonfatal shootings across the country, increased calls to domestic violence hotlines, and an increase in city gun violence;

WHEREAS, in January 2013, Hadiya Pendleton was tragically shot and killed at age 15; and on June 2, 2023 to recognize the 26th birthday of Hadiya Pendleton (born: June 2, 1997), people across the United States will recognize National Gun Violence Awareness Day and wear orange in tribute to -
(1) Hadiya Pendleton and other victims of gun violence; and
(2) the loved ones of those victims; and

WHEREAS, the idea was inspired by a group of Hadiya's friends, who asked their classmates to commemorate her life by wearing orange; they chose this color because hunters wear orange to announce themselves to other hunters when out in the woods, and orange is a color that symbolizes the value of human life; and

WHEREAS, anyone can join this campaign by pledging to wear orange on June 2nd, the first Friday in June in 2023, to help raise awareness about gun violence; and

WHEREAS, by wearing orange on June 2, 2023 Americans will raise awareness about gun violence and honor the lives of gun violence victims and survivors; and

Proclamation

City *of* Tigard

WHEREAS, we renew our commitment to reduce gun violence and pledge to do all we can to keep firearms out of the hands of people who should not have access to them, and encourage responsible gun ownership to help keep our families and communities safe.

NOW, THEREFORE BE IT RESOLVED, that Mayor Heidi Lueb of the City of Tigard declares the first Friday in June, June 2, 2023, to be

GUN VIOLENCE AWARENESS DAY

in Tigard and encourages all community members to support their local communities' efforts to prevent the tragic effects of gun violence and to honor and value human lives.

Dated this 23rd day of May 2023

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

_____
Heidi Lueb, Mayor
City of Tigard

Attest:

_____
Carol A. Krager, City Recorder

AIS-5235 **2. B.**

Business Meeting

Meeting Date: 05/23/2023

Length (in minutes): 5 Minutes

Agenda Title: Pride Month Proclamation

Authored By: Alexandra Richardson

Presented By: Violet Rogers-Stultz will provide a team report

Item Type: Proclamation

Public Hearing Legal Ad Required?: No

Publication Date:

Information

EXPLANATION OF ISSUE

This proclamation recognizes the contributions of LGBTQIA+ individuals in Tigard and beyond. June is nationally recognized as Pride Month in support of the quest for continued recognition of basic human rights for all LGBTQIA+ people. Tigard reaffirms its commitment to fight discrimination against our valued members of the LGBTQIA+ community and celebrates the progress they've made towards equality.

ACTION REQUESTED

The Tigard team asks the Mayor to proclaim the month of June 2023 as Pride Month in Tigard and to read the proclamation in full at City Council.

BACKGROUND INFORMATION

Dates of Previous and Potential Future Considerations

City Council has issued a proclamation in support of June as Pride Month every year since 2019.

Public Involvement

The city has been working with Tigard-Tualatin School District to promote and plan a Pride Parade & Celebration on June 10 from 2-5PM at Tigard High School. Additional events through the Library are available this June including Tigard's Municipal Court is waiving its fees for LGBTQIA+ wedding ceremonies performed during the month of June. Tigard Public Library is hosting a Pride Parade Sign-Making Party on June 4 and Drag Queen Storytime on June 11. Input from affinity groups, board and committee members, and students have been incorporated into the planning of the Celebration and Parade.

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

This proclamation reinforces the city's strategic vision and community promise to be equitable for all.

ALTERNATIVES & RECOMMENDATION

The Mayor could choose not to issue the proclamation, but city teammates recommend its issuance to reaffirm our support for LGBTQIA+ friends and family members.

ADDITIONAL RESOURCES

https://www.tigard-or.gov/explore-tigard/pride-celebration

Attachments

2023 Pride Month Proclamation

Proclamation

City *of* Tigard

PRIDE MONTH
JUNE 2023

WHEREAS, June is celebrated as Pride Month nationwide to commemorate the Stonewall Uprising in New York which is considered the beginning of the LGBTQIA+ civil rights movement; and

WHEREAS, Tigard is a community that includes and values its Lesbian, Gay, Bisexual, Transgender, Queer, Questioning, Intersex, Asexual, and Two-Spirit individuals; and

WHEREAS, Tigard's LGBTQIA+ community is a diverse and essential part of our city whose members contribute to the widespread academic, economic, artistic, political, and social spheres within and around the Tigard community; and

WHEREAS, Pride Month in Tigard is meant to raise awareness of the prejudice and discrimination still facing members of the queer community and honor their power and perseverance in fighting discrimination in all its forms; and

WHEREAS, community members whose gender identity or sexual orientation intersects with race, ethnicity, ability, gender, or religion experience additional stigma and discrimination; and

WHEREAS, everyone is entitled to equal rights freely granted to all Americans inclusive of gender identity and sexual orientation; and

WHEREAS, our city will stand up to discriminatory actions and harmful speech; and

WHEREAS, the valuable contributions made by Tigard's LGBTQIA+ community promote innovation and positive change with lasting effects within our city; and

WHEREAS, in partnership with Tigard-Tualatin School District, the City of Tigard celebrates Pride with a community celebration and parade on June 10. The city acknowledges and affirms queer love with waived Municipal Court fees for all LGBTQIA+ wedding ceremonies performed during the month of June. The city is committed to creating safe spaces for the community with Pride programs at the Tigard Public Library;

NOW THEREFORE BE IT RESOLVED, the City of Tigard Mayor does hereby proclaim her support for designating June 2023 as,

PRIDE MONTH

in Tigard and encourages all community members to respect and honor our diverse community.

Dated this ___th day of ___ 2023

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

_____
Heidi Lueb, Mayor
City of Tigard

Attest:

_____
Carol A. Krager, City Recorder

AIS-5205 **4.**

Business Meeting

Meeting Date: 05/23/2023

Length (in minutes): 30 Minutes

Agenda Title: Legislative Public Hearing: House Bill 3115 Response Ordinance

Authored By: Kim Ezell

Presented By: City Attorney Rihala and Program Manager Ezell

Item Type: Update, Discussion, Direct Staff

Public Hearing Legal Ad Required?: No

Publication Date:

Information

EXPLANATION OF ISSUE

Tigard and neighboring jurisdictions are developing time, place, and manner ordinances in response to HB 3115 and recent case law. Under HB 3115,any regulation of sitting, lying, sleeping, or keeping warm and dry outdoors on public property that is open to the public must be objectively reasonable as to time, place, and manner prior to July 1, 2023. The City's current code regulating camping was enacted prior to court decisions such as Martin v. Boise and does not comply with HB 3115. In addition to repealing Tigard Municipal Code Chapter 7.80, staff is asking Council to pass an ordinance that addresses when, where, and how the houseless community can camp in Tigard.

ACTION REQUESTED

Following the discussion at the May 9, 2023 meeting, staff incorporated Council's comments and recommends approval of this ordinance.

BACKGROUND INFORMATION

As discussed at the May 9th Council meeting, Tigard's goals in developing this ordinance are:

- Clear to understand and enforce
- Enhance the livability including health and safety for all community members
- Protect the environment, community assets, and infrastructure of Tigard
- Align ordinance with neighboring jurisdictions' ordinances

Based on those and other considerations, as well as feedback from City Council, Tigard's ordinance proposes the following:

- **TIME**
  - Camping prohibited between 9am and 7pm

- **PLACE**
  - Camping prohibited in -
    - Sensitive lands
    - City parks
    - City parking lots

- SW Burnham, SW Main, and SW Commercial Streets and SW Tigard Street between Main St and Tiedeman St
- Within any vision clearance area, as defined by Tigard Community Development Code Chapter 18.930.
- 500 ft. of houseless services, schools, and freeway entrances/exits

- **MANNER**
  - Camping may not reduce mobility access below 36 inches or otherwise impede travel
  - 10 ft. buffer around driveways, entrances/exits of buildings, fire hydrants, other utility infrastructure
  - May not start or maintain a fire or use a gas heater
  - May not dig, excavate, erect/install fixtures, harm vegetation
  - May not accumulate, discard, or leave behind trash, hazardous materials, or feces
  - Campsite is limited to 12x12 feet and cannot be within 20 feet of another campsite
  - No unauthorized connections to electrical outlets or other utilities

Public Involvement
Significant public involvement has been completed with concerned stakeholder groups.

Since January 2023, the City has engaged the Community Homelessness Assessment and Response Team (CHART), which has provided feedback and will continue to be consulted for feedback on the ordinance and implementation concerns.

The Committee for Community Engagement (CCE) was briefed and consulted on the ordinance in February and May.

The Chief's Advisory Panel has been consulted and gave feedback to staff on the direction of the Time, Place, Manner ordinance.

Staff held multiple 1-1 and group conversations with neighboring jurisdictions about the status of each community's ordinance and how we can align our respective ordinances.

Feedback from all of these conversations has been incorporated into the proposed draft ordinance.

Impacts (Community, Budget, Policies and Plans/Strategic Connection)
Council adopted 'Reduce Houselessness' as a 2023-2024 Council Goal. A key element of staff's action plan to accomplish the Goal is to enact and implement a time, place, manner ordinance that will support the entire community.

Dates of Previous and Potential Future Considerations
Staff presented background information, considerations, and recommendations to Council on May 9. Staff will continue to update Council on the effectiveness of the ordinance in the future.

ALTERNATIVES & RECOMMENDATION

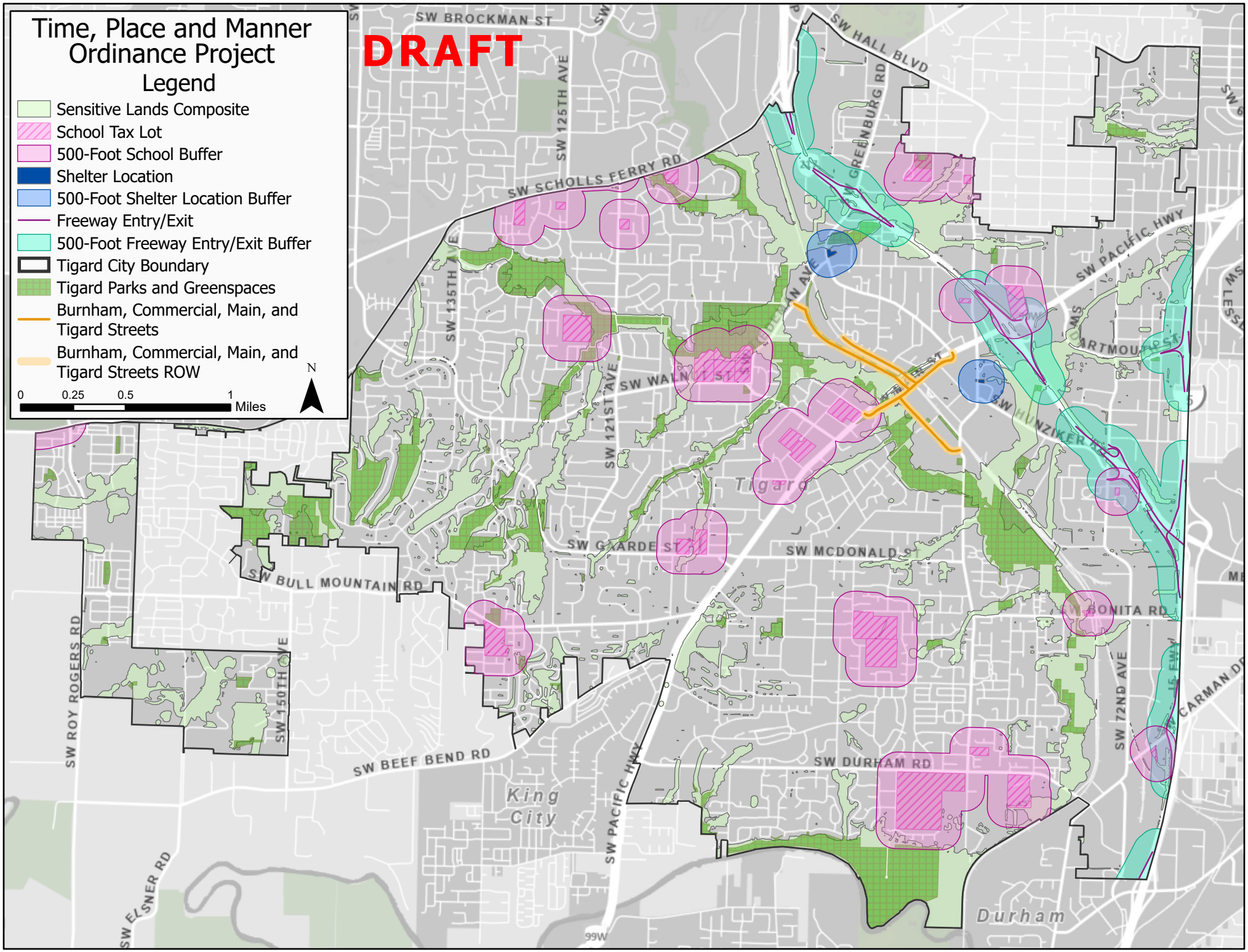
Council may choose to amend any portion of the ordinance or choose not to adopt.

ADDITIONAL RESOURCES

N/A

Attachments

Map of Prohibited Camping
Ordinance


Time, Place and Manner Ordinance Project
DRAFT
Legend
Sensitive Lands Composite
School Tax Lot
500-Foot School Buffer
Shelter Location
500-Foot Shelter Location Buffer
Freeway Entry/Exit
500-Foot Freeway Entry/Exit Buffer
Tigard City Boundary
Tigard Parks and Greenspaces
Burnham, Commercial, Main, and Tigard Streets
Burnham, Commercial, Main, and Tigard Streets ROW
0 0.25 0.5 1 Miles
N
SW BROCKMAN ST
SW 125TH AVE
SW HALL BLVD
SW GREENBURG RD
SW SCHOLLS FERRY RD
SW 135TH AVE
SW 121ST AVE
SW WALNUT ST
SW PACIFIC HWY
SW HUNZIKER RD
Tigard
SW GARDEN ST
SW MCDONALD ST
SW BULL MOUNTAIN RD
SW BONITA RD
SW ROY ROGERS RD
SW 150TH AVE
SW BEEF BEND RD
King City
SW PACIFIC HWY
SW DURHAM RD
SW 72ND AVE
SW CARMAN DR
SW EISNER RD
99W
Durham

CITY OF TIGARD, OREGON
TIGARD CITY COUNCIL
ORDINANCE NO. 23-

AN ORDINANCE PROHIBITING AND REGULATING CAMPING IN THE CITY OF TIGARD

WHEREAS, houselessness is a critical concern in the Tigard community and the Tigard City Council has adopted as a Council goal 'Reduce Houselessness' through compassionate care for all community members; and

WHEREAS, the court decisions *Martin v. Boise* and *Johnson v. Grants Pass* held that prohibiting camping in the absence of available shelter violates a person's Eighth Amendment rights against cruel and unusual punishment, but that a municipality may adopt reasonable time, place, and manner regulations; and

WHEREAS, Oregon House Bill 3115 (2021) codified the *Boise* decision and required all local government regulation of sitting, lying, sleeping, or keeping warm and dry outdoors on public property that is open to the public must be objectively reasonable as to time, place, and manner prior to July 1, 2023; and

WHEREAS, the intent of this ordinance is to enhance the livability, including health and safety, for all community members as well as to protect the environment, community assets, and infrastructure of Tigard; and

WHEREAS, camping in certain sensitive or high-risk areas creates a danger to the environment, the public, and the persons experiencing homelessness; and

WHEREAS, camping on or near certain locations or infrastructure prevents the public's ability to use those locations for their intended purpose and may result in imminent threats to life safety; and

WHEREAS, when shelter is not available, this ordinance allows a person to sleep protected from the elements and maintain the essentials for living, while still allowing others to use public spaces in a safe way, as designed and intended.

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

SECTION 1: Tigard Municipal Code Chapter 7.80, Camping Prohibited in Certain Areas, is hereby repealed in its entirety and replaced with the attached Exhibit A.

SECTION 2: Tigard Municipal Code Section 7.52.180, Camping in Sensitive Areas, is hereby deleted.

SECTION 3: If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, such invalidity does not affect the other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable. This City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the ordinance be enforced.

SECTION 4: This ordinance shall be effective 30 days after its passage by the council, signature by the mayor, and posting by the city recorder.

PASSED: By _____ vote of all council members present after being read by number and title only, this _____ day of _____, 2023

_____
Carol A. Krager, City Recorder

APPROVED: By Tigard City Council this _____ day of _____, 2023.

_____
Heidi Lueb, Mayor

Approved as to form:

_____
City Attorney

_____
Date

Exhibit A

Tigard Municipal Code Chapter 7.80

Prohibited Camping

7.80.010 Definitions.

"Available shelter" means a shelter that has space for a person experiencing homelessness. A shelter is not available if the shelter:

1. Is at capacity and does not have space to accommodate the person experiencing homelessness;
2. Has a maximum stay rule or temporal requirement or deadline the person has exceeded or not met;
3. Has excluded the person from the shelter for any lawful reason;
4. Cannot reasonably accommodate the person's mental health or physical needs;
5. Is unavailable due to the person's family status, age, gender, gender identity, sexual orientation, or other status;
6. Is unavailable to the person because the shelter has rules about alcohol or drug use that the person does not meet;
7. May prohibit a minor child to be housed in the same facility with at least one parent or legal guardian;
8. Requires participation in religious activity or receipt of religious information or religious teaching the person does not wish to participate in or receive; or
9. Requires a person to leave their pet(s) unattended in order to stay at the shelter. This section does not apply to service animals under the Americans with Disabilities Act.

"Camp" means to set up or remain in or at a campsite for the purpose of establishing or maintaining a permanent or temporary place to live.

"Camp materials" may include, but are not limited to, tents, huts, awnings, lean-tos, chairs, tarps or tarpaulins, cots, beds, sleeping bags, blankets, mattresses, sleeping or bedding materials, food or food storage items, or similar items that are or appear to be used as living or sleeping accommodations, or to assist with living or sleeping activities.

"Campsite" means any place where the use of any tent, lean-to, shack, or other structure is placed, established, or maintained for the purpose of maintaining a permanent or temporary place to live and includes all camp materials.

"City park" means any parkland, public parkways, public squares, trails, greenways, playgrounds, and other recreation areas, whether publicly or privately owned, dedicated, leased, or otherwise set aside for public use and not under the supervision or control of any other public agency.

"Freeway" means a highway for through traffic where access to the highway is fully controlled except as may be allowed at designated interchanges and includes Interstate 5 and Highway 217.

"Person experiencing homelessness" means a person who lacks a fixed, regular, and adequate nighttime residence.

"Person without available shelter" means a person experiencing homelessness and who does not have access to available shelter.

"Property where homeless services are provided" means any property where regular, direct services to persons experiencing homelessness are provided or have been provided in that calendar year. Such services include, but are not limited to service of food prepared on-site or offsite, showering or bathing, storage for personal property, case management, or laundry facilities.

"Right-of-way" means an area that allows for the passage of people, goods, or utilities. Right-of-way may include freeways, pedestrian connections, and streets. A right-of-way may be dedicated or deeded to the public for the public use or owned by the City or other public body.

"Shelter facility" means a building that provides, or has provided in that calendar year, emergency shelter on a temporary basis for individuals and families who lack permanent housing.

7.80.020 Prohibited Camping.

It is unlawful for any person to camp in or upon any right-of-way or City park, unless specifically authorized by this Chapter or by local emergency declaration.

7.80.030. Time, Place, and Manner Regulations.

A. A person without available shelter may camp only if all of the following time, place, and manner regulations are met.

B. Time Regulations. A person without available shelter may camp between the hours of 7 p.m. and 9 a.m. After 9 a.m., a person without available shelter must dismantle the campsite and remove all personal property and camp materials from the campsite.

C. Place Regulations. A person without available shelter may not camp in the following places at any time:

1. Within any environmentally sensitive lands, as defined by the Tigard Community Development Code.

2. Within any City parking lot.

3. Within any City park.

4. Within 500 feet from a shelter facility or a property where homeless services are provided.

5. Within 500 feet from a public or private elementary school, secondary school, or career school attended primarily by minors.

6. Within 500 feet from an egress or ingress to a freeway.

7. Within any vision clearance area, as defined by Tigard Community Development Code Chapter 18.930.

8. On SW Main Street, SW Burnham Street, SW Commercial Street, or SW Tigard Street between SW Main Street and SW Tiedeman Ave.

D. Manner Regulations. A person without available shelter may camp if the person without available shelter complies with all of the following manner regulations:

1. A campsite or camp materials may not obstruct that portion of the sidewalk, multi-use path or pedestrian path in a manner that results in less than 36 inches of unobstructed width for passage as required by the Americans with Disabilities Act.

2. A campsite or camp materials may not obstruct any portion of any street, bike lane, or bike path intended for travel for vehicle, bicycle, pedestrian or other legal mode of travel or impair unobstructed use thereof.

3. A campsite or camp materials may not create a physical impairment to pedestrian ingress and egress, including within 10 feet of driveways or 10 feet of entrances or exits from buildings.

4. A camp or camp materials may not create a physical impairment to emergency ingress or egress or emergency response including within 10 feet of any fire hydrant, utility pole, or other utility, fire gate/bollards, or public infrastructure used for emergency response.

5. A person without available shelter may not (a) start or maintain any fire for the purpose of burning any combustible material in or around a campsite; or (b) use a gas heater in or around a campsite.

6. A person without available shelter may not accumulate, discard, or leave behind in or around a campsite (a) any rubbish, trash, garbage, debris, or other refuse; (b) any unsanitary or hazardous materials; or (c) any animal or human urine or feces.

7. A person without available shelter may not erect, install, place, leave, or set up any type of permanent or temporary fixture or structure of any material or materials in or around a campsite. For purposes of this subsection, a "permanent or temporary fixture or structure" does not include a tent, tarpaulin, or other similar item used for shelter that is readily portable.

8. A person without available shelter may not dig, excavate, terrace soil, alter the ground or infrastructure, cause environmental damage, or damage vegetation or trees in or around the campsite.

9. A campsite must be limited within a spatial footprint of 12 feet by 12 feet, or 144 square feet, and a campsite may not be within 20 feet of another campsite. Multiple persons without alternative shelter may camp together in a single campsite, subject to the limitations of this subsection.

10. Unauthorized connections or taps to electrical or other utilities, or violations of building, fire, or other relevant codes or standards, are prohibited.

11. Obstruction or attachment of camp materials to public infrastructure or private property structures, including bridges or bridge infrastructure, fire hydrants, utility poles, streetlights, traffic signals, signs, fences, trees, vegetation, vehicles or buildings is prohibited.

7.80.040 Violation.

A. Violation of this Chapter is punishable as follows:

1. Class 3 civil infraction;
2. Citation in lieu of arrest for criminal trespass in the second degree; or
3. Arrest for criminal trespass in the second degree.

B. A civil infraction or citation in lieu of arrest issued pursuant to Section 7.80.040(A)(1) or (2) may be accompanied by an order of exclusion for up to 60 days.

C. An arrest for criminal trespass pursuant to Section 7.80.040(A)(3) may be accompanied by an order of exclusion for not more than 180 days.

D. Nothing in this Section is intended to prescribe any particular or order of violation or penalty. A police officer has discretion to impose a violation tailored to the circumstances and necessary to maintain the health and safety of persons experiencing homelessness and the community.

AIS-5211	**5.**
Business Meeting	
Meeting Date:	05/23/2023
Length (in minutes):	15 Minutes
Agenda Title:	Town Center Development Agency: Consideration of a Development Assistance Agreement
Authored By:	Sean Farrelly
Presented By:	Redevelopment Project Manager Sean Farrelly
Item Type:	Resolution Town Center Development Agency
Public Hearing Legal Ad Required?:	No
Publication Date:	

Information

EXPLANATION OF ISSUE

The Board of the Town Center Development Agency (TCDA) will consider a resolution authorizing the City Attorney and Executive Director to finalize and execute a Development Assistance agreement with AVA Tigard Development, LLC. The agreement sets the terms for a Town Center Advisory Commission recommended $400,000 in TIF funding toward a 22 unit apartment mixed-use building located on Main Street. The funds will pay for a portion of the Systems Development Charges incurred.

ACTION REQUESTED

Staff requests the Board consider approval of the Town Center Advisory Commission recommended development assistance contained in the attached resolution.

BACKGROUND INFORMATION

Public Involvement

The Town Center Advisory Commission (TCAC) reviewed the grant application at their March meeting and deliberated and by a vote of 7-3, approved a funding level of $400,000 after considering the team's recommendation of $200,000.

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

The AVA mixed use project broke ground in December 2022. The three story, 24,766 sq ft building will have 6,980 sq ft of retail and common areas on the ground floor, and 22 apartments on the second and third floors. The retail space will have four owner-occupied catalytic businesses, including a coffee shop, roastery, bakery, and coffee cocktail bar. The developers are also providing a small public viewing deck and easement adjacent to Fanno Creek.

The site is a former brownfield, which the TCDA purchased with the strategy of remediating the property with a $400,000 EPA Brownfield grant. The clean-up grant work was completed and the TCDA received a Prospective Purchaser Agreement Certificate of Completion in 2018. The Agency then partitioned the property, (retaining the Fanno Creek portion) and issued a Request for Letters of Interest to developers. The Agency selected AVA Tigard Development and entered into a Development and Disposition Agreement. The Agency sold the property to AVA in January 2021.

This project faced many unforeseen and ongoing challenges. AVA reports $380,000 in unanticipated costs due to the discovery of unstable fill material and very large boulders down to 9 feet below grade level, which resulted in additional excavation, disposal, and substantial backfill material costs. Additionally, AVA reports $402,255 in increased costs due to inflation and a shortage of labor and material, which is estimated to increase the construction cost by 7%.

AVA submitted an application for development assistance in February. Staff found that the project meets the criteria of the development assistance program, scoring highly in the criteria of Public Amenities, High-quality Urban Design, and Placemaking and Local Identity. The applicants requested a grant of $922,423, or 10% of the project cost. Staff recommended awarding $200,000 to jointly share in the costs directly attributed to the discovery of unstable fill material and boulders.

The application and staff recommendation were reviewed at the March Town Center Advisory Commission (TCAC) meeting. By a vote 7- 3, the TCAC recommended approval of $400,000 in development assistance to the Board of the TCDA. The TCAC recommended the higher amount to fully cover the $380,000 in costs of excavation, additional concrete, and schedule delays due to the site conditions. The TCAC's recommendation was in response to the developer's statements that much of the project contingency had been used very early in the project which could necessitate obtaining additional high interest rate financing.

This is an important project for downtown. There has not been a new building constructed on Main Street in twenty-two years. It helps advance the goals of the City Center TIF District Plan, with the building's active ground floor usage, new residents in new apartments, and the Fanno Creek public viewing deck. Planning and Development assistance for mixed use projects are an approved project in the Plan.

The AVA project also implements the following objectives of the City of Tigard Strategic Plan 2020-2025,

- Strategic Priority 3: Ensure development and growth support the vision.
- 3.1 Pursue land development that maximizes public health benefits while increasing connection between people and community destinations
- 3.2 Focus development-associated resources in parts of the city that have the capacity to serve, house, employ, and attract the most people with the least impact on Tigard's natural systems and the

Once completed this will be an exemplary project in demonstrating how an underutilized contaminated site can be revitalized with the help of federal, state, and local funding.

Dates of Previous and Potential Future Considerations
1/12/22: Approval of Amendment to Development and Disposition Agreement
12/14/21: Update on AVA Main Street at Fanno project
11/10/2020: Approval of the fourth amendment to the Development and Disposition Agreement
5/12/2020: Approval of the third amendment to the Development and Disposition Agreement
2/11/2020: Approval of the second amendment to the Development and Disposition Agreement
11/12/2019: Approval of a second 90-Day extension under the Development and Disposition Agreement with AVA Tigard Development, LLC
9/3/2019: TCDA Review of Main Street at Fanno Creek Plans
5/8/2018: Approval the Development and Disposition Agreement resolution

ALTERNATIVES & RECOMMENDATION

The Board could recommend a smaller award, such as the team's original recommendation of $200,000, or direct staff to renegotiate provisions in the Development Assistance Agreement. Renegotiation could impact the project timeline.

ADDITIONAL RESOURCES

N/A

Fiscal Impact

Cost:	$400,000
Budgeted (yes or no):	Proposed
Where Budgeted (department/program):	In proposed FY24 TCDA Budget

Additional Fiscal Notes:

If approved, assistance would be paid in FY24, when the building is complete and SDC's are due. $400,000 in development assistance funding is proposed in the FY 24 TCDA Budget (City Center TIF fund.)

Attachments

Resolution

Draft AVA Dev. Asst. Agreement

AVA Memo

AVA application

CITY OF TIGARD, OREGON
TOWN CENTER DEVELOPMENT AGENCY
RESOLUTION NO. 23-

A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR OF THE TOWN CENTER DEVELOPMENT AGENCY TO SIGN A DEVELOPMENT ASSISTANCE AGREEMENT WITH AVA TIGARD DEVELOPMENT LLC FOR THE AVA MAIN STREET PROJECT

WHEREAS, Goal 5 of the City Center Urban Renewal Plan is to, "Promote high quality development of retail, office and residential uses that support and are supported by public streetscape, transportation, recreation and open space investments, and

WHEREAS, Objective 5A of Goal 5 of the City Center Urban Renewal Plan is to, "Provide development incentives and technical assistance programs that encourage business and property owners to develop projects that are consistent with the Tigard Downtown Improvement Plan vision, the 2019 Affordable Housing Plan, the City of Tigard Strategic Plan 2020-2025, and the Tigard Comprehensive Plan;" and

WHEREAS, the City Center Urban Renewal Plan specifically authorizes planning and development assistance as an urban renewal project; and

WHEREAS, AVA Tigard Development, LLC has started construction on a 22-unit mixed use project with public viewing deck on Main Street; and

WHEREAS, AVA Tigard Development, LLC, has encountered unanticipated site condition that have added to the costs of construction; and

WHEREAS, the Town Center Advisory Commission found the project meets the criteria for funding and has recommended approval of $400,000 in development assistance to the TCDA Board; and

WHEREAS, the Development Assistance Agreement sets out the terms and conditions for the Agency to make a $400,000 grant to pay for certain System Development Chagres the project will incur.

NOW, THEREFORE, BE IT RESOLVED, by the Tigard Town Center Development Agency that:

SECTION 1: The Executive Director of the Town Center Development Agency is authorized to execute the Development Assistance Agreement attached as Exhibit 'A', subject to final legal review.

SECTION 2: The Executive Director of the Town Center Development Agency may approve editing or similar changes to Exhibit 'A' that do not materially alter the rights or responsibilities of the parties.

SECTION 3: This resolution is effective immediately upon passage.

PASSED: This _____day of _____, 2023.

_____

Chair – City of Tigard
Town Center Development Agency

ATTEST:

_____

Recorder – City of Tigard
Town Center Development Agency

EXHIBIT A

DEVELOPMENT ASSISTANCE AGREEMENT

THIS DEVELOPMENT ASSISTANCE AGREEMENT ("Agreement") is made this _____ day of _____ 2023 ("Effective Date") by and between the **Town Center Development Agency,** an ORS Chapter 457 urban renewal agency ("TCDA") and **AVA Tigard Development, LLC**, an Oregon limited liability company ("AVA"). TCDA and AVA may be referred to in this Agreement jointly as the "Parties" and individually as a "Party."

RECITALS

A. AVA owns the real property located at 12533-12537 SW Main Street, Tigard, Oregon (the "Property").

B. AVA has requested TCDA financial assistance to complete construction of a three-story mixed-use building with 22 apartments, ground floor commercial space and a public viewing deck (the "Project").

C. The Parties desire to enter into the Agreement for TCDA to provide development assistance to AVA for the development of the Project.

NOW, THEREFORE, in consideration of the public benefits to be created by the development of the Project and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. AVA PROJECT

1.1 AVA has requested development assistance from the TCDA to help defray the costs of addressing unanticipated site conditions. Unstable fill material and large boulders were discovered during excavation of the Property. The project construction budget has contingency, but these costs were unusually large and came very early in the construction project.

1.2 AVA will use commercially reasonable efforts to complete construction of the Project no later than June 30, 2024.

1.3 This Agreement is not a contract providing for construction of the Project by TCDA either directly or through a contractor and AVA is not developing the Project for or on behalf of TCDA or the City. AVA is solely responsible for selecting a construction contractor for the Project. The rights and responsibilities of AVA, the general construction contractor and any subcontractors, will be provided for in separate contracts to which TCDA is not a party.

2. TCDA FINANCIAL ASSISTANCE

2.1 Subject to the provisions of this Section 2, TCDA will award AVA $400,000, to cover the actual cost of the system development charges ("SDCs") applicable to the Project ("Financial Assistance").

2.2 For administrative convenience, TCDA will make the Financial Assistance payment directly to the City. Payment will be made when the SDCs are due and payable, as provided in Tigard Municipal Code 3.24. Notwithstanding the foregoing, the payment made to the City will be considered financial assistance to AVA for the benefit of the Project.

2.3 This Agreement expires on December 31, 2024, after which time TCDA has no financial obligation to AVA unless the Parties extend the term of this Agreement in writing.

3. REPRESENTATIONS, WARRANTIES, AND COVENANTS OF AVA

To induce TCDA to enter into this Agreement, AVA represents, warrants, and covenants as follows:

3.1 **Existence.** AVA is a limited liability corporation, duly organized and validly existing under the laws of the State of Oregon. AVA will keep in force all licenses and permits necessary to the proper conduct of its ownership and operation of the Project.

3.2 **Compliance with Laws.** AVA will comply with, or cause the Project to comply with, all laws, ordinances, statutes, rules, regulations, orders, injunctions, or decrees of any government agency or instrumentality applicable to AVA, the Project, or the operation thereof, including (a) all applicable health and safety, environmental, and zoning laws, (b) all federal and state tax laws, and (c) all restrictions on the use, occupancy or operation of the Project.

3.3 **Authority**. AVA has full power and authority to conduct all of the activities that are now conducted by it or proposed to be conducted by it in connection with the Project and as contemplated by this Agreement, and to execute, deliver, and perform all obligations under this Agreement; and the person executing this Agreement on behalf of AVA has the legal power, right and actual authority to bind AVA to the terms and conditions of this Agreement.

3.4 **Title.** AVA owns and holds good and marketable fee simple title to the Property.

3.5 **Development Issues**. AVA is aware of no identifiable issue(s) that would preclude development of the Project or AVA's ability to obtain sufficient financing for the construction or permanent ownership of the Project.

3.6 **Binding Agreement.** This Agreement and all documents required to be executed by AVA are and shall be valid, legally binding obligations of and enforceable against AVA in accordance with their terms.

3.7 **No Conflict with Other Agreements**. Neither the execution and delivery of this Agreement and documents referred to herein, nor the incurring of the obligations set forth herein, nor the

consummation of the transactions herein contemplated, nor compliance with the terms of this Agreement and the documents referred to herein conflict with or result in the material breach of any terms, conditions, or provisions of, or constitute a default under any bond, note or other evidence of indebtedness, or any contract, indenture, mortgage, deed of trust, loan, partnership agreement, lease, or other agreements or instruments to which AVA is a party.

3.8 **Indemnity.** AVA shall indemnify and hold TCDA, its directors, officers, employees and agents harmless from and against any and all liabilities, claims, losses, damages, or expenses (including attorney fees and title costs and expenses) which any of them may suffer or incur in connection with (a) the inaccuracy of any of the representations and warranties made herein, (b) any transaction contemplated by this, and (c) the construction or operation of the Project, except to the extent such liabilities, claims, losses, damages, or expenses arise solely from the gross negligence or willful misconduct of TCDA.

3.9 **Additional Acts.** From time to time, AVA will execute and deliver all such instruments, provide such additional information, and perform all such other acts as TCDA may reasonably request to carry out the transactions contemplated by this Agreement.

4. EVENTS OF DEFAULT

The occurrence of any one or more of the following will be an event of default ("Event of Default") under this Agreement:

4.1 **Failure to Disclose Material Facts.** AVA deliberately fails to disclose any fact material to TCDA's provision of financial assistance, or upon discovery by TCDA of any misrepresentation by, or on behalf of, or for the benefit AVA.

4.2 **Non-Compliance with Governmental Regulations**. AVA fails to show evidence of full or substantial compliance with any lawful, material requirement of any governmental authority having jurisdiction over the Project or the Property within thirty days after notice in writing of such requirement is given to AVA by TCDA or, if such compliance cannot be completed within such thirty (30)-day period through the exercise of reasonable diligence, the failure by AVA to commence the required compliance within such thirty (30)-day period and thereafter to continue such compliance with diligence to completion.

4.3 **Other Material Breach.** AVA otherwise materially breaches any term, covenant, condition, provision, representation, or warranty of under this Agreement and fails to cure such breach within thirty (30) days after notice in writing of such breach is given to AVA by TCDA or, if such breach cannot be cured within such thirty (30)-day period through the exercise of reasonable diligence, the failure by AVA to commence the required cure within such thirty (30)-day period and thereafter to continue such cure with diligence to completion.

4.4 **Failure to Pay.** TCDA fails to pay AVA, as provided by Section 2.

5. DISPUTE RESOLUTION AND REMEDIES

If a dispute arises under this Agreement, including an Event of Default, the Party claiming the existence of a dispute or Event of Default will provide written notification of the dispute or Event of Default to the other Party. A meeting will be held promptly between the Parties, attended by representatives of the Parties with decision making authority regarding the dispute or Event of Default to attempt in good faith to negotiate a resolution of the dispute or Event of Default. If the Parties are not successful in resolving a dispute or Event of Default within twenty-one (21) days, the Parties may pursue relief in a court of competent jurisdiction. Venue will be in the Washington County Circuit Court.

6. ASSIGNMENT AND TRANSFER PROVISIONS

6.1 **Restrictions on Assignments.** Except as provided in this Section 6, AVA may not partially or wholly transfer AVA's interest in this Agreement without the prior written approval of the TCDA, which may be withheld in TCDA's reasonable discretion.

7. MISCELLANEOUS

7.1 **Counterparts.** This Agreement may be executed in any number of counterparts, and any single counterpart or set of counterparts signed, in either case, by all the parties hereto will constitute a full and original instrument, but all of which will together constitute one and the same instrument.

7.2 **Notice**. Any notice required or permitted under this Agreement will be in writing and deemed effective; (1) when actually delivered in person, (2) one business day after deposit with a commercial courier service for "next day" delivery, (3) two business days after having been deposited in the United States mail as certified or registered mail, or (4) when transmitted by facsimile answer back or receipt confirmed), addressed to the parties as follows:

If to AVA:

AVA Tigard Development LLC
Address
City, State, Zip

with a copy to:

[AVA Legal Counsel]

If to TCDA:

Town Center Development Agency of the City of Tigard
13125 SW Hall Blvd

Tigard, Oregon 97223

with a copy to:

City Attorney
City of Tigard
13125 SW Hall Blvd
Tigard, Oregon 97223

7.3 **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective permitted successors and assigns.

7.4 **Governing Law.** This Agreement will be governed by and construed under Oregon law.

7.5 **Modification; Prior Agreements; Headings.** This Agreement may not be modified or amended except by an instrument in writing signed by the Parties. This Agreement reflects and sets forth the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter. The headings in this Agreement are for the purpose of reference only and will not limit or otherwise affect any of the terms hereof.

7.6 **Validity; Severability.** If any provision of this Agreement is held to be invalid, such event will not affect, in any respect whatsoever, the validity of the remainder of this Agreement, and the remainder will be construed without the invalid provision so as to carry out the intent of the parties to the extent possible without the invalid provision.

7.7 **Time of Essence.** Time is of the essence of this Agreement.

7.8 **Waivers**. No waiver made by either Party with respect to the performance, or manner or time thereof, of any obligation of the other Party or any condition inuring to its benefit under this Agreement will be of any force or effect unless in writing, will be construed to be a continuing waiver, and will be considered a waiver of any other rights of the Party making the waiver.

7.9 **No Partnership**. Nothing contained in this Agreement or any acts of the Parties hereby will be deemed or construed by the Parties, or by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture, or any association between any of the Parties other than that of independent contracting parties.

7.10 **Non-Waiver of Government Rights**. Subject to the terms and conditions of this Agreement, by making this Agreement, TCDA is specifically not obligating itself, the City, or any other agency with respect to any discretionary action relating to development or construction of the Project, including, but not limited to, permits or any other governmental approvals which are or may be required, except as expressly set forth herein.

7.11 **No Third-Party Beneficiary Rights**. No person other than a Party is an intended beneficiary of this Agreement, and no person other than a Party may have any right to enforce any term of this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

Executed in multiple counterparts as of the day and year above written.

TOWN CENTER DEVELOPMENT AGENCY,
an ORS 457 Urban Renewal Agency,

By: Steve Rymer, Executive Director of the Town Center Development Agency of the City of Tigard

Signed: _____

APPROVED AS TO FORM:

By: _____

Shelby Rihala, City Attorney

AVA Tigard Development, LLC,
an Oregon limited liability company

By: AVA Tigard Development, LLC,
an Oregon limited liability company,
Its _____

By: _____
Name:
Title:

M E M O R A N D U M

TO:	Chair Lueb and the Directors of the Town Center Development Agency
FROM:	Sean Farrelly, Redevelopment Project Manager
RE:	Proposed Development Assistance for AVA Tigard Development, LLC
DATE:	May 8, 2023

Proposal

The AVA mixed use project broke ground in December 2022. The three story 24,766 sq ft building will have 6,980 sq ft of retail and common areas on the ground floor, and 22 apartments on the second and third stories. The retail space will have four owner-occupied catalytic businesses, including a coffee shop, roastery, bakery, and coffee cocktail bar. The developers are also providing a small public viewing deck (and easement) adjacent to Fanno Creek.

The site is a former brownfield, which the TCDA purchased with the strategy of remediating the property with a $400,000 EPA Brownfield grant. The clean-up grant work was completed and the TCDA received a Prospective Purchaser Agreement Certificate of Completion in 2018. The Agency then partitioned the property, (retaining the Fanno Creek portion) and issued a Request for Letters of Interest to developers. The Agency selected AVA Tigard Development and entered into a Development and Disposition Agreement. The Agency sold the property to AVA in January 2021.

This project faced many unforeseen and ongoing challenges. AVA reports $380,000 in unanticipated costs due to the discovery of unstable fill material and very large boulders down to 9 feet below grade level, which resulted in additional excavation, disposal, and substantial backfill material costs. This material was encountered where the previous buildings had stood. Geotechnical reports were performed before the buildings were demolished and so this issue was not identified before site work began.

Ava Reported Project Overages

Construction Work	Contract Budget	Overage
• Excavation	$473,500	$230,000
• Concrete	$380,000	$40,000
• Schedule delay	2 to 3 months	$110,000
• Estimated Inflation	7% on the remaining cost	$402,255
Total		$782,255

Additionally, AVA reports $402,255 in increased costs due to inflation and a shortage of labor and material, which is estimated to increase the construction cost by 7%.

Process

The City Center TIF District Plan includes Planning and Development Assistance as a project. Projects that Promote high quality development of retail, office and residential uses that support and are supported by public streetscape, transportation, recreation and open space investments are eligible to be considered for financial assistance.

The Development Assistance program has a process with the following basic steps:

1. Applicant/developer submits an application and the assistance ask (limited to 10% of project cost or $1 million- whichever is lower).
2. Staff makes a recommendation on whether to approve the application and the level of funding to the Town Center Advisory Commission, which makes a formal recommendation to the Town Center Development Agency Board.
3. This grant amount and associated requirements are memorialized in a Development Agreement, which is then considered by the Town Center Development Agency Board.

Staff and TCAC Recommendation

Staff found that the project meets the criteria of the development assistance program, scoring highly in the criteria of Public Amenities, High-quality Urban Design, and Placemaking and Local Identity. Staff scored the proposal against the criteria and awarded it 237 points. 200 points is the minimum for funding.

The application was reviewed at the March Town Center Advisory Commission (TCAC) meeting. The applicants requested a grant of $922,423, or 10% of the project cost. Staff recommended awarding $200,000 to jointly share in the costs directly attributed to the discovery of unstable fill material and boulders.

By a vote 7- 3, the TCAC recommended approval of $400,000 in development assistance to the Board of the TCDA. The TCAC recommended the higher amount to fully cover the $380,000 in costs of excavation, additional concrete, and schedule delays due to the site conditions. The TCAC's recommendation was in response to the developers concern that much of the project contingency had been used very early in the project, and the developer might have to obtain additional high interest rate financing.

Staff concurs that the AVA project was hit with a substantial cost increase due to the unexpected boulders that were discovered once the project commenced. AVA will attend the TCDA meeting to share additional information as to why the TCAC's recommendation of $400,000 would help defray their costs and continue the project on this challenging site. We also recognize that this is an important project for downtown. There has not been a new building constructed on Main Street in twenty-two years. Active ground floor usage, new residents in new apartments, and the Fanno Creek public viewing deck all advance the goals of the City Center TIF District Plan.

Budget

If the Board approves, this would be the second project to receive development assistance in the City Center. (Six projects have been awarded in the Tigard Triangle.)

The proposed TCDA FY2023-24 Budget includes $400,000 for development assistance. If approved by the Board, the assistance will pay for a portion of the System Development Charges due when the project is completed in 2024, as outlined in the development assistance agreement.

cc: Steve Rymer, City Manager/TCDA Executive Director
Shelby Rihala, City Attorney
Emily Tritsch, Assistant City Manager for Investment and Infrastructure
Kenny Asher, Community Development Director

Development Assistance Project Scoring Matrix AVA

Tigard Development

Project Attribute / Criteria	Points	Description	Notes
Housing and Housing Affordability			
Regulated affordable housing at 80% AMI or below	10	Per unit, no max	
Market rate housing	1	Per unit, max of 150	22
Mixed-income project (At least 20% regulated affordable housing and 20% market-rate housing)	Multi - plier (x1.5)	Mixed-income projects will receive 1.5 times the total number of points	N/A
22 market rate units x 1 = **22**			
Other Triangle Goals			
For each of the following	35	Maximum each	
Public Amenities	**35**	Provide amenities above and beyond City standards, including public plaza.	Developers are providing a public viewing deck (and easement) adjacent to Fanno Creek.
High-quality Urban Design	**35**	Discretionary: landscaping, design.	The building features high-quality landscaping, materials, and architectural elements
Equitable Economic Opportunities	25	MWESB employment, below-market commercial rent.	AVA is in the process of certifying as a Disadvantaged, Minority, Women, Service-Disabled or Emerging Small Businesses

Placemaking and Local Identity	**30**	Active frontage, art, wayfinding.	The ground floor will be highly active with retail frontage and a covered seating area. The development features areas dedicated to outdoor wayfinding and signage to be installed in public viewing areas to exhibit Fanno Creek's natural habitat and history.
Improves Multimodal Conditions	**25**	Transit proximity, bike infrastructure, etc.	Building is located adjacent to the Fanno Creek Trail and in a highly walkable area. Bus stops are close by and Tigard Transit Center is less than 0.3 miles away. AVA provides TriMet transit passes to their employees.
Mitigates Env. or Stormwater Issues	**30**	Green building standards (e.g., LEED), green infrastructure, capital projects.	Site is a former brownfield, and the project will install a vapor barrier remedy to prevent possible hazardous chemical exposure resulting from the adjacent property. Building is designed to be able to install solar panels at a future date
Located in a Downtown Priority Area	35	Specific area requirements	Site is in the high priority Main Street area
Other Triangle Goals Subtotal	215		
Housing and Housing Affordability	22		
Minimum Points to Qualify for RDAP	*200*		
Total Points	237		

Re/Development Assistance Application Review Process

1. Applicant/developer submits an application with the information listed above, the assistance ask, and the project financial information, including pro forma.
2. Staff makes a recommendation on whether to approve the application and the level of funding to the Town Center Advisory Commission, which makes a formal recommendation to the Town Center Development Agency Board.
3. This grant amount and associated requirements are memorialized in a Development Agreement, which is then considered by the Town Center Development Agency Board.

All grants are subject to funding availability and the final approval of the TCDA Board.

Application

This application is required for consideration to receive a grant as part of the Re/Development Assistance Program. This program uses a competitive selection process that scores applications based on criteria outlined above.

Applicant Name: Amireh (Amy) Saberiyan - for AVA Tigard Development, LLC

Property Address: 12547 SW Main Street Tigard, OR 97075

Applicant Mailing Address: POBox 213 Beaverton, OR 97075

Phone: 503-860-6335 Email: amys@avaroasteria.com

Property Owner Name (if different from applicant): _____

Property Owner Mailing Address: _____

Property Owner Phone: _____ Email: _____

What is the amount of your grant funding request (limited to 10% of project cost or $1 million, whichever is lower)?

10% of project total cost of $9,224,239.00

Along with your application, please attach a narrative description (up to two pages) that includes the following information:

- Explain how specific program criteria are addressed by your proposed project.
- Number of units (if any)
- Number of affordable/market-rate units (if any)
- Square feet of development
- Amenities
- Project type:
  - Residential/mixed-use
  - Market-rate/affordable/mixed-income
  - Commercial
  - Other
- Expected project cost - proposed source of funding, including evidence of match (if applicable)

Certification by Applicant

The applicant certifies that all information in this application, and all information furnished in support of this application, is given for the purpose of obtaining a matching grant and is true and complete to the best of the applicant's knowledge and belief. If the applicant is not the owner of the property to be rehabilitated/developed, or if the applicant is not the sole owner of the property, the applicant certifies that s/he has the authority to sign and enter into an agreement to perform the rehabilitation/development work on the property. Evidence of this authority must be attached.

Applicant Signature: _____

Print Name: Amireh (Amy) Saberiyan Date: Feb. 28, 2023

Owner Signature (if not applicant): _____

Print Name: _____ Date: _____

Print, sign, scan, and email to:
Sean Farrelly, Redevelopment Project Manager
sean@tigard-or.gov

AVA Tigard Development Project (AVA Roasteria Center)

Redevelopment Assistance Grant Application - A Brownfield Revitalization Project
12547 SW Main Street Tigard, OR 97223

Project Overview

The AVA Tigard Development project originated to form a public-private partnership between the City of Tigard and AVA Roasteria owners with a brownfield revitalization initiative to transform a local eyesore into a catalyst for urban development and a place for community gathering. AVA Roasteria has a proven track record of developing brownfields into thriving community spaces, receiving several accolades for community contributions. The AVA Tigard Development project aims to replicate this success on a larger scale to become the destination for coffee lovers, casual gatherings, and relaxation by Fanno Creek. In addition, this project seeks to revitalize the site into AVA's cross-functional businesses and residence center that will catalyze Tigard's Main Street urban development vision and become the heart of downtown Tigard from the early morning hours to midnight. With the creation of around **30 direct local jobs**, increased foot traffic, and a contribution to regional economic growth and tax base, this project will immensely benefit the City of Tigard.

1. Number of Units

   The first floor of the AVA Tigard Development is dedicated to four owner-occupied cross-functional businesses, including a coffee shop, roastery, bakery, and coffee cocktail bar. The second and third floors are capped at 22 apartment units in accordance with the current City of Tigard zoning ordinance.



2. Project Type -Number of Affordable/ Market-rate Units

   The project is a mixed-use development and includes, four below-market rate owner-occupied commercial retail spaces and 22 market-rate apartment units.

3. Square Feet of the Development

   The three building levels offer 24,766 sq ft of space, with the first level comprising 6,980 sq ft of retail and common areas, with the second and third levels dedicated to 17,786 sq ft of apartment living space. An additional 2,000 sq ft is dedicated to an outdoor plaza and covered seating areas that add to an overall balance between retail and residential use for the Tigard community.

4. Expected Project Cost

   - Total Project Cost — The total cost is recorded at **$8,441,984** at loan closing**,** with soft costs at **$1,842,476** and construction costs at **$6,599,509**, of which **$498,000** is dedicated to the **2000 sq ft** construction of a public spaces including plaza and **$66,000** to landscaping and beautification along Fanno Creek and Main Street.
   - Project Budget & Overages — This project faced many unforeseen and ongoing challenges resulting in an estimated budget overage of **$782,255**. The following table highlights the current unexpected charges due to the discovery of unstable fill material and boulders down to 9 feet below grade level, which resulted in additional excavation, disposal, and substantial proper backfill material costs. This issue resulted in schedule delays and an increase in the cost of foundation concrete. In addition, we are facing inflation and a shortage of labor and material, which is estimated to increase the construction cost by 7%. As a small developer, we seek the maximum grant funding to offset these costs and make this community-heralded project possible.

Construction Work	Contract Budget	Overage
• Excavation	$473,500	$230,000
• Concrete	$380,000	$40,000
• Schedule delay	2 to 3 months	$110,000
• Estimated Inflation	7% on the remaining cost	$402,255

Project Criteria

1. Provides Public Amenities

The AVA Tigard Development Project has a strategic vision to create an inclusive and welcoming community space that is affordable, healthy, and easily accessible for everyone. We entered into an easement agreement in Jan. 2021 with the City of Tigard to dedicate a premium section of the land for public viewing of Fanno Creek. This aims to provide public access to view the beautiful Fanno Creek green corridor, providing signs exhibiting Fanno Creek's natural habitat and history. The development will also offer a range of amenities, such as a local coffee house, separate retail spaces for fresh baking goods and micro-roasted coffee beans, and a coffee cocktail bar. The goal is to provide a welcoming space away from home, work, or school with free Wi-Fi and ample table spaces, encouraging people to gather, socialize, and enjoy the area.

2. Promotes High-quality, Pedestrian-friendly Urban Design

This project is strongly committed to creating urban spaces, prioritizing a welcoming environment. We have worked with a well-known local architect to create a building that exemplifies this philosophy. The design utilizes modern architectural features that harmoniously blend with the natural surroundings, including generous outdoor seating areas, planters, and light fixtures. The building's high-quality landscaping, materials, and architectural elements exceed the city's requirements. In front of all four commercial spaces are about 2000 sq ft of sitting area, some dedicated to plaza space facing Fanno Creek and the rest to covered sitting areas facing Main Street. The development will also offer a scenic overlook, walkways, accessible ramps, planters, and the calming sound of cascading water from the multiple water features alongside Main Street.

3. Provides Equitable Economic Opportunities

AVA Tigard Development is eligible and in the process of certifying as a woman-owned, minority, disadvantaged, and emerging small business. As a women and minority-owned business, we are committed to providing equitable and inclusive spaces for all patrons, residents, and workers.

4. Contributes to Placemaking and Local Identity

The AVA Tigard Development project is set to significantly contribute to placemaking and local identity. With 100% of the first-level frontage dedicated to active commercial businesses, AVA Roasteria's center will be a destination point for coffee lovers. The development also features areas dedicated to outdoor wayfinding and signage to be installed in public viewing areas to exhibit Fanno Creek's natural habitat and history. The project aims to work with a non-profit organization to showcase local artists' work in the coffee shop/roastery and coffee cocktail bar. Additionally, the development is situated in a beautiful downtown area next to Fanno Creek, providing aesthetically pleasing architecture and design to amplify the trail's natural beauty.

5. Improves Multimodal Conditions

This project offers a prime location with easy multimodal access to trails, bike routes, walkways, public transportation, and major commuter arteries. The development exceeds bike parking infrastructure requirements by providing bike storage features for each apartment unit. It also offers high walkability access to downtown green spaces, Fanno Creek trailhead, and commercial areas. Less than 0.3 miles from Tigard Transit Center and WES Train station, with close access to major commuter routes like HWY 99, 217, and I-5. Additionally, the development provides TriMet transit passes to an estimated 30 employees of AVA and one vehicle charging station for residents.

6. Mitigates Environmental or Stormwater Issues

Through sustainable practices, we are mitigating several environmental conditions, including a) installing a vapor barrier remedy to prevent possible hazardous chemical exposure resulting from the adjacent property environmental impact, b) raising the entire property by about five feet from the existing grade to stay above the 100-year flood zone, c) meeting Clean Water Services' stringent requirements for a stormwater system to protect Fanno Creek, and d) planning to install solar panels.

7. Located in a Priority Area of the TIF District

AVA Tigard Development is located at 12547 SW Main Street alongside Fanno Creek within the City of Tigard's TIF revitalization districts with high walkability to public transit and other public and commercial spaces.

AIS-5240 **6.**

Business Meeting

Meeting Date: 05/23/2023

Length (in minutes): 30 Minutes

Agenda Title: Housing Policy Update and Roadmap

Authored By: Schuyler Warren

Presented By: Senior Planner Warren

Item Type: Update, Discussion, Direct Staff

Public Hearing Legal Ad Required?: No

Publication Date:

Information

EXPLANATION OF ISSUE

This item will provide a brief history of the city's affordable housing policy work in order to give the Council the appropriate context for coming policy decisions in this arena.

The item will also provide a look ahead to those policy decisions that will be coming to Council in the near term and a discussion of some housing issues for which there are currently no solutions or policies proposed but give a better picture of the overall housing climate.

ACTION REQUESTED

No Council action is requested at this time. This agenda item will help prepare Council for future actions.

BACKGROUND INFORMATION

The City of Tigard's Comprehensive Goal 10 is to "Provide opportunities to develop a variety of housing types that meet the needs, preferences, and financial capabilities of Tigard's present and future residents."

As is the case in cities across the Metro region, the state of Oregon, and the entire country, Tigard continues to struggle with a housing crisis, one which has been particularly acute for our residents earning less than the regional median income.

This presentation will highlight the work Tigard has done over the past decade to remove regulatory barriers, promote cost-efficient housing construction, support affordable housing developers, and generally improve the economic prospects of our residents.

The presentation will wrap with a roadmap of some policy decisions that will be coming to the Council in the near future.

Dates of Previous and Potential Future Considerations

None

Public Involvement

None for this item, although substantial public involvement in housing development

Impacts (Community, Budget, Policies and Plans/Strategic Connection)
Comprehensive Plan Goal 10: "Provide opportunities to develop a variety of housing types that meet the needs, preferences, and financial capabilities of Tigard's present and future residents.

ALTERNATIVES & RECOMMENDATION

No recommendations or alternatives at this time. This item is a briefing only.

ADDITIONAL RESOURCES

Attachments

Affordable Housing Presentation

Tigard Housing Initiatives

City Council

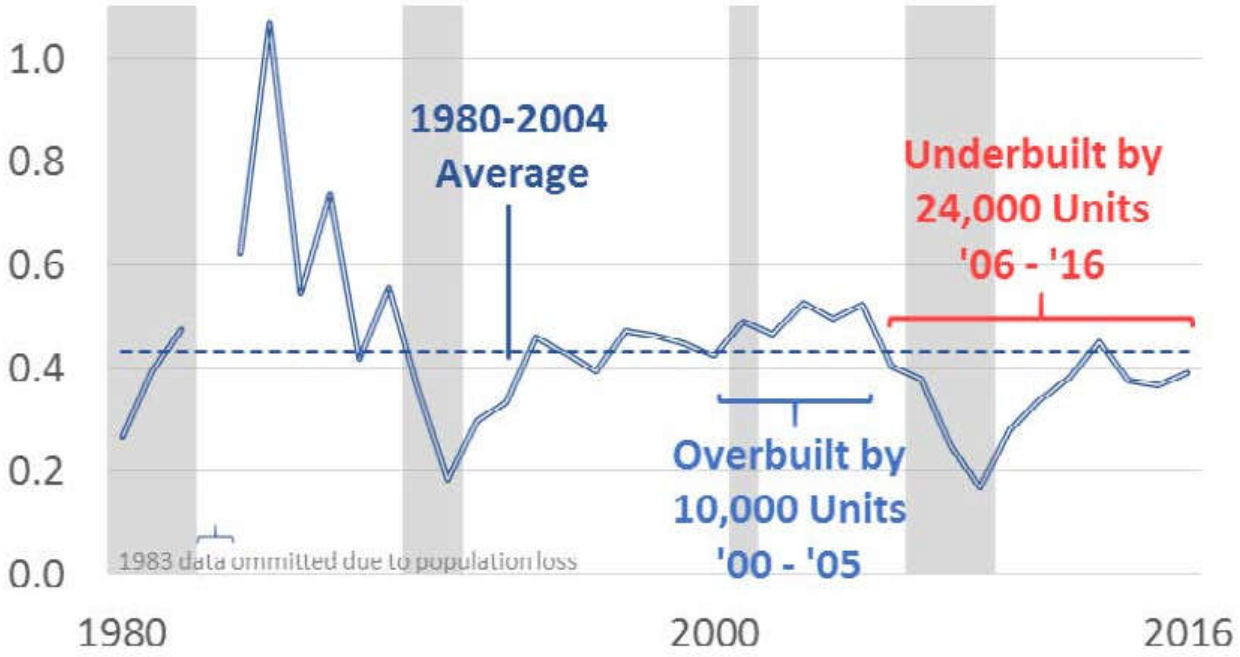
May 23, 2023



CITY OF Tigard

New Construction and Population Growth

Portland MSA Housing Permits per Population Change



2016 Estimated Based on Housing Permits through July 2016

Source: Census, Portland State University, State of Washington, Oregon Office of Economic Analysis

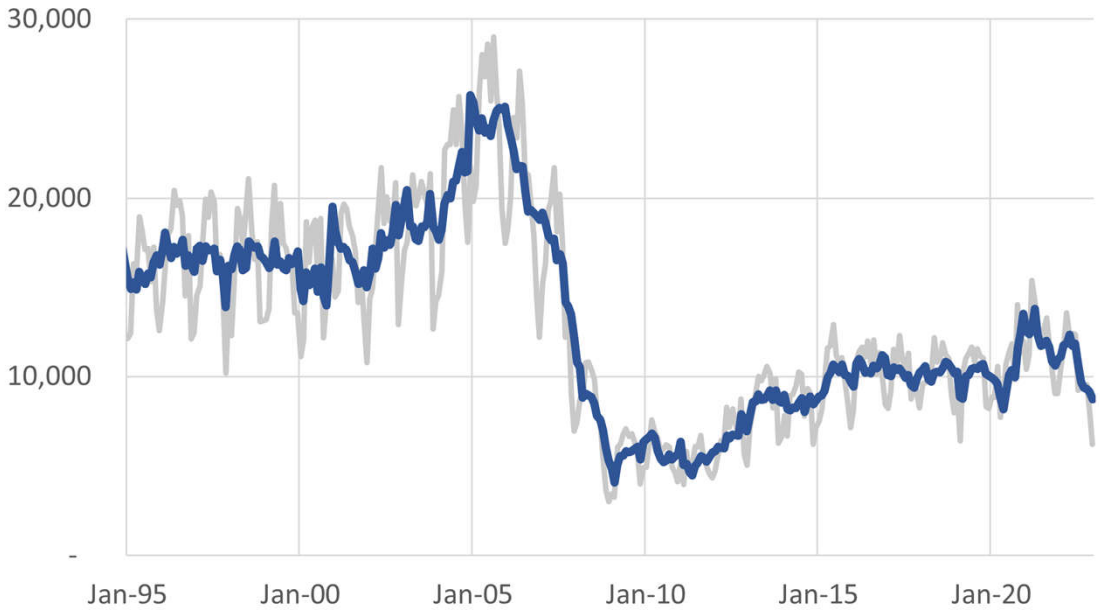
Figure 13. Total Housing Need Allocated by Region, Revised Methodology

Region	20-year projected need	Units Lost to Second & Vacation Homes	Under-production	Units to Address Homelessness	Total Units	% Of Total Units
Deschutes	47,900	9,184	4,837	1,194	63,115	11.4%
Metro	215,868	3,942	33,010	10,683	263,502	47.5%
Northeast	16,075	6,604	-	899	23,578	4.3%
Northern Coast	14,153	6,073	295	2,309	22,830	4.1%
Southeast	927	466	-	538	1,931	0.3%
Southwest	33,527	4,591	5,823	4,579	48,519	8.7%
Willamette Valley	97,713	2,676	21,854	8,972	131,216	23.7%
TOTAL	**426,163**	**33,535**	**65,819**	**29,174**	**554,691**	**100.0%**
% Of Total Units	77%	6%	12%	5%	100%	-

Oregon Housing Needs Analysis Technical Report
DLCD, EcoNorthwest (2022)

New Single Family Construction in Oregon

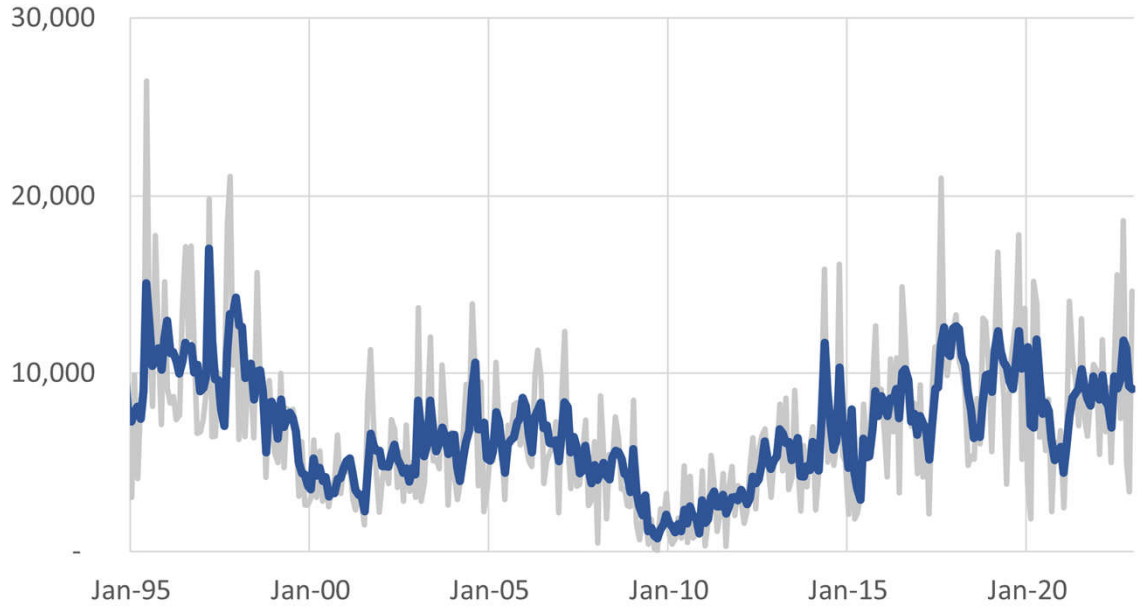
Monthly data at annualized rates Permits Issued and **Housing Starts**



Latest Data: December 2022 | Source: Census, Oregon Office of Economic Analysis

New Multifamily Construction in Oregon

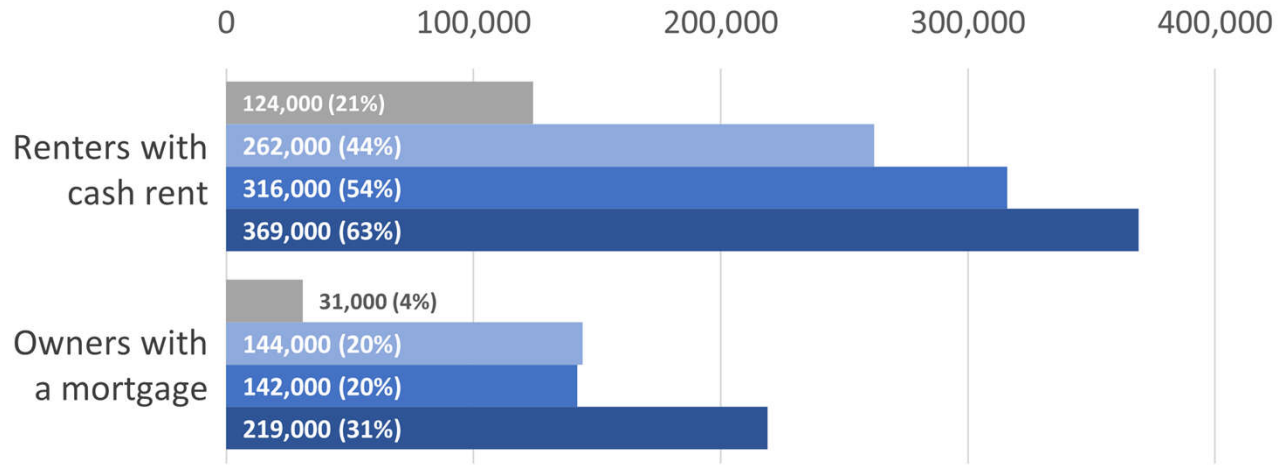
Monthly data at annualized rates for Permits Issued and **Housing Starts**



Latest: December 2022 | Source: Census, Oregon Office of Economic Analysis

Oregon Households Struggling with Housing Costs

Oregon households **living below the federal poverty threshold**, *or that* **spend more than 30% of income on housing**, **do not have enough residual income after paying for housing**, *or* **have income below MIT's Living Wage**

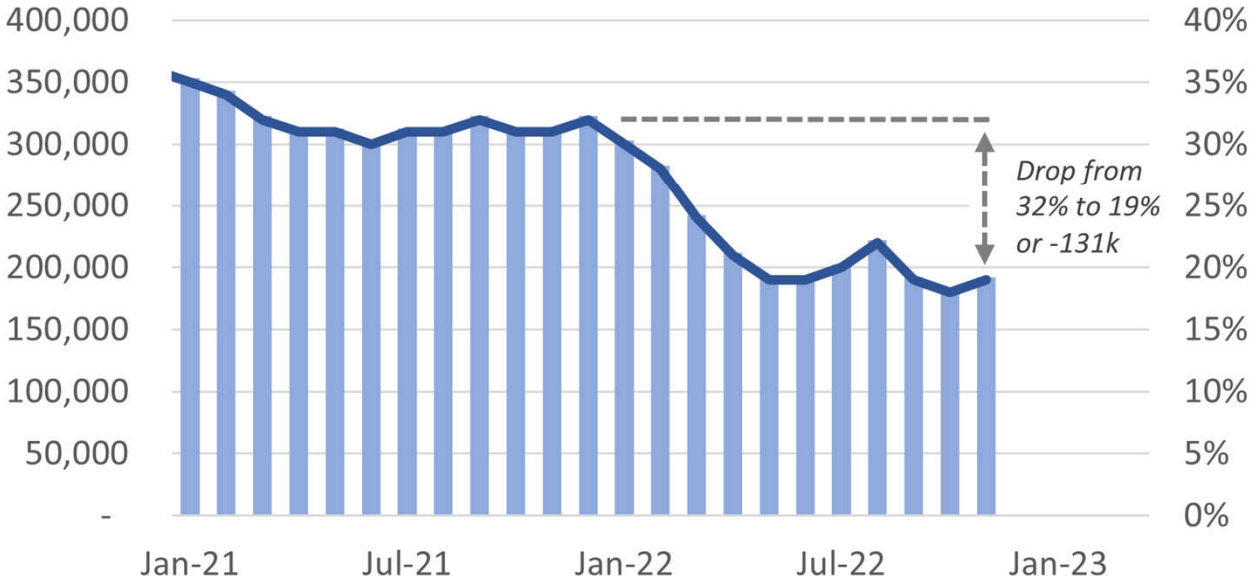


Data: 2021 ACS | Source: Census, IPUMS-USA, MIT, Oregon Office of Economic Analysis

Portland Homeownership Affordability

Portland metro households who can afford median sold home with 5% down payment and total housing costs not exceeding 30% of income

Number of Households, left | Share of Households, right



Latest Data: November 2022 | Source: IPUMS-USA, RMLS, Oregon Office of Economic Analysis

1996

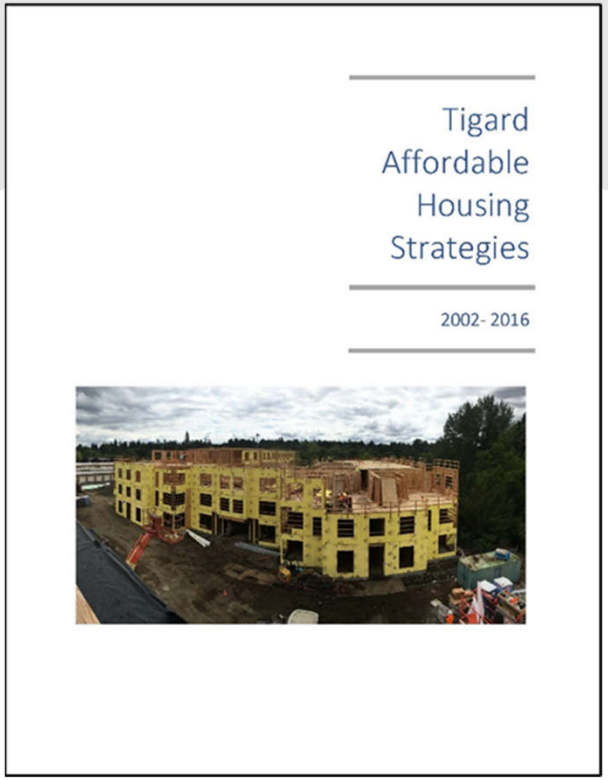
Council Adoption of Tax Exemption for Non-Profit Affordable Housing

(TMC 3.50)



2016

Tigard Affordable Housing Strategies Report



2017

Council Adoption of Tigard Triangle Lean Code



CITY OF Tigard

The 5 E's – Tigard's Community Promise: Equity • Environment • Economy • Engagement • Excellence

2018

Council Adoption of System Development Charge Exemptions for Affordable Housing



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2018

Council Adoption of Housing Options Code Reforms

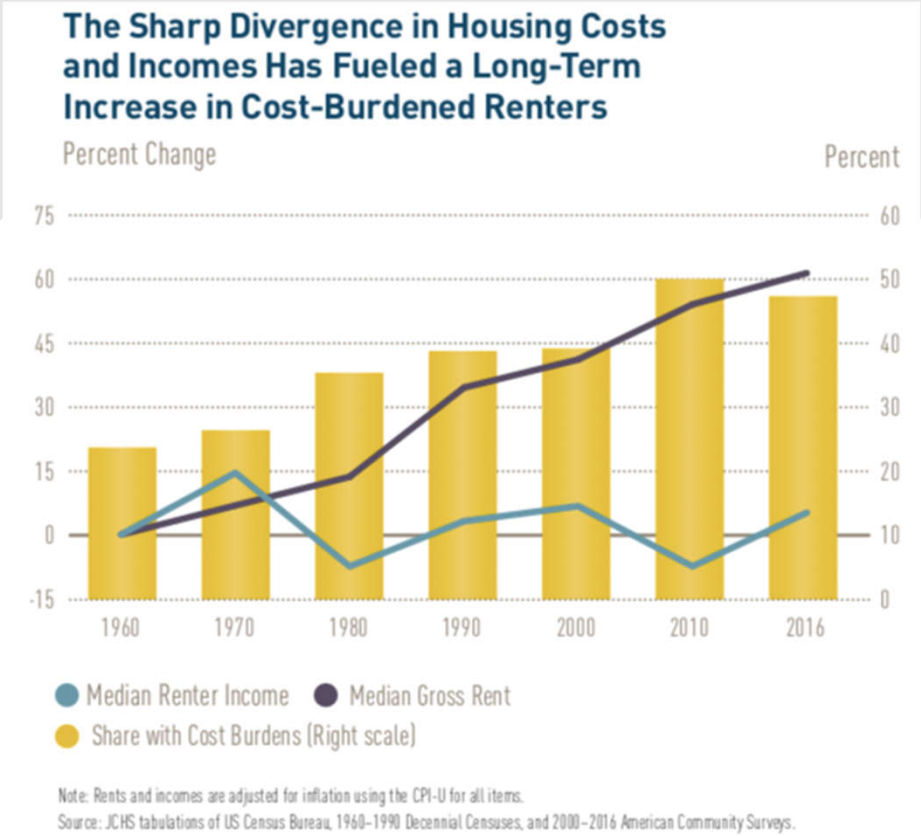
Legalized middle housing, streamlined code



2019

Tigard first designated a rent burdened community by state under HB 4006

Commenced annual rent burden meetings



2019
Affordable Housing Plan

Council Adoption of Affordable Housing Plan

Funded by state grant under HB 4006



2019
Affordable Housing Plan

Council Adoption of System Development Charge Exemption for ADUs

Sunsets July 31, 2023



2019
Affordable Housing Plan

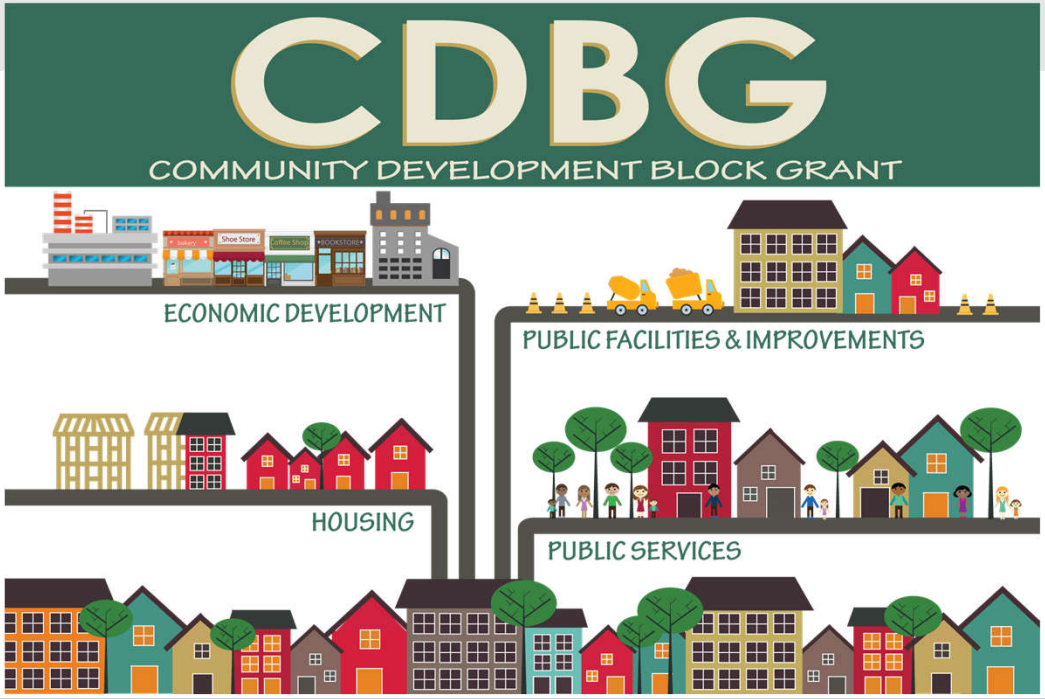
Council Adoption of Construction Excise Tax of 1%

Funds affordable housing programs and incentives



2020
Affordable Housing Plan

Council Election to Joint Entitlement in Community Development Block Grant Program



CITY OF Tigard

2020
Affordable Housing Plan

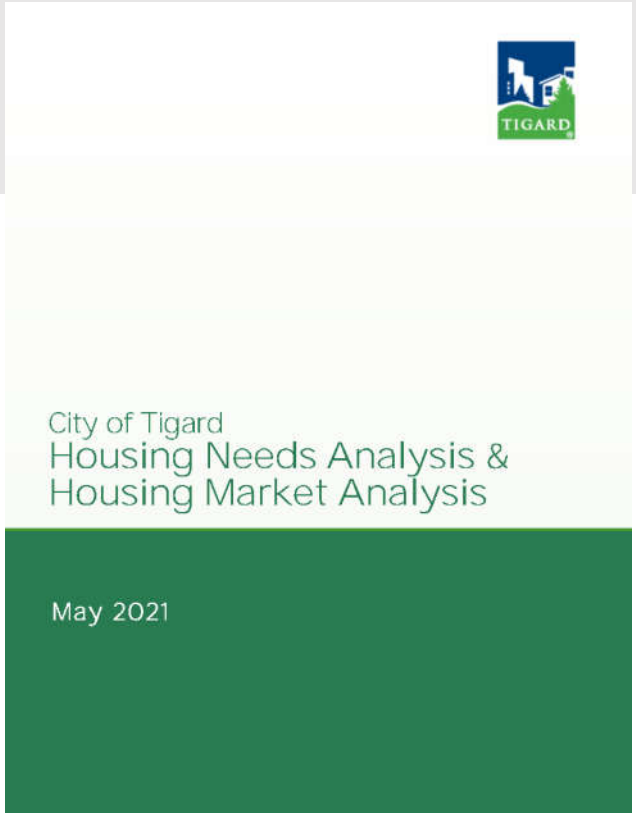
Tax Increment District Allocation to Affordable Housing through Development Assistance Program



CITY OF Tigard

2021

Council Adoption of Tigard Housing Needs Analysis Update and Comprehensive Plan Goal 10 Amendments



2021
Affordable Housing Plan

Partnership with Proud Ground Community Land Trust to Support Affordable Homeownership

4 Houses Acquired

2021

TCDA approval of Alongside Senior Housing Development



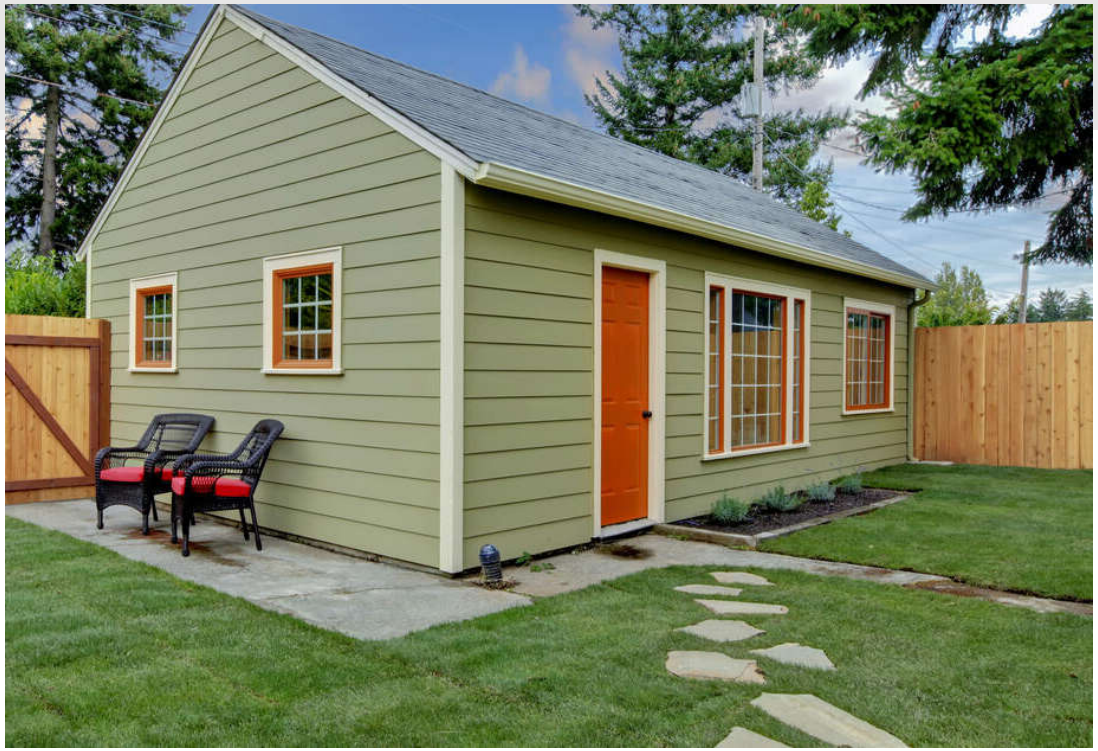
2022

Council Approval of $1.5 million in pandemic relief funds to establish Middle Housing Revolving Loan Fund



Roadmap
June 2023

Council consideration of an extension for System Development Charge exemptions for Accessory Dwelling Units



Roadmap
July 2023

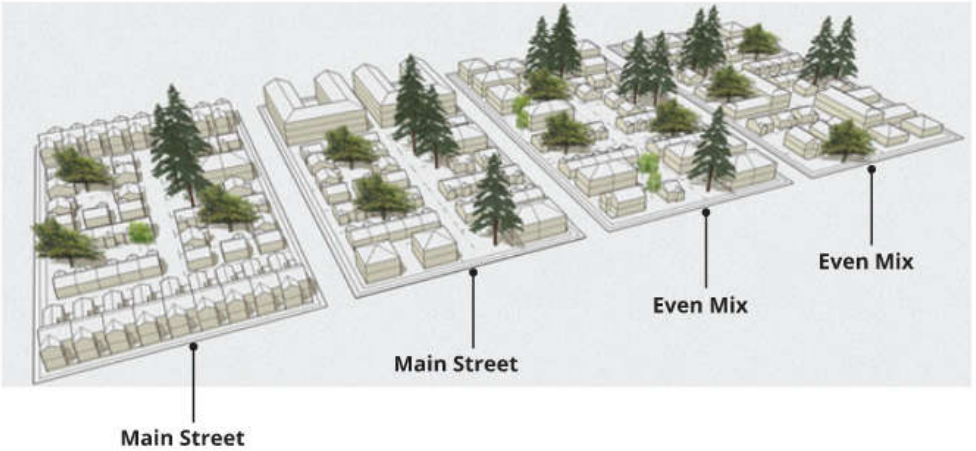
Council consideration of acceptance of Metro grant to begin River Terrace 2.0 Community Planning



City *of* Tigard

River Terrace 2.0

A Neighborhood for Everyone



Roadmap
Fall 2023

Council consideration of ordinance adopting a rental registration and inspection program



Thank you

Questions? Comments?

AIS-5244 **7.**

Business Meeting

Meeting Date: 05/23/2023

Length (in minutes): 30 Minutes

Agenda Title: Police Services Levy Ballot Measure Date Selection

Authored By: Kathy Nyland

Presented By: Assistant City Manager Nyland

Item Type: Motion Requested

Public Hearing Legal Ad Required?: No

Publication Date:

Information

EXPLANATION OF ISSUE

Discuss and receive direction on continuation of the existing Police Services Levy.

ACTION REQUESTED

Staff is seeking direction from Council on how to proceed with the Police Services Levy, specifically when to place this measure on the ballot. Several considerations factor into this decision, including voter turnout, other measures on the ballot, and voter trends gleaned from this current election.

BACKGROUND INFORMATION

At its May 16, 2023 meeting, Council received the recommendation to pursue a renewal of the current Police Services Levy. The purpose of this briefing is to determine the date for that election.

Several considerations factor into this decision of when to place a ballot measure, including voter turnout, other measures on the ballot, and voter trends gleaned from this current election. Additionally, should a measure be placed on any ballot other than the May primary election or November general election, that would be considered a special election and the city would have to pay election costs.

Voter Turnout in Washington County

The figures below show the historic voter turnout in Washington County for both primary and general elections for Presidential years.

2016:

- May 17, 2016 Primary Election
  - Total Ballots Cast: 148692
  - Registered Voters: 305326
  - Overall Turnout: 48.70%

- November 8, 2016 General Election
  - Total Ballots Cast: 273702
  - Registered Voters: 341315

- Overall Turnout: 80.19%

2020:

- May 19, 2020 Primary Election
  - Total Ballots Cast: 174532
  - Registered Voters: 369288
  - Overall Turnout: 47.26

- November 03, 2020 General Election
  - Total Ballots Cast: 322760
  - Registered Voters: 384808
  - Overall Turnout: 83.88%

Upcoming campaigns
Currently, we are considering three potential ballot measures for the City of Tigard: Charter amendment, Police Services, then a potential bond to modernize facilities.

We anticipate the Charter Review recommendations will be on the May 2024 ballot.

In May 2019, voters approved a renewal of Tualatin Valley Fire & Rescue's (TVF&R) five-year local option levy to ensure fast and effective emergency response. TVF&R is placing an enhanced levy on the May 2024 ballot.

Trends
We are reviewing the performance of funding measures at the most recent special election last week and will present a high-level summary of results at the meeting on May 23rd..

The current Police Services Levy was approved by voters in May 2020. The Police Services Levy and the associated revenue expire at the end of 2025. Because of the important essential services provided by this levy, we are recommending that a ballot measure be considered by voters in 2024.

Dates of Previous and Potential Future Considerations
3/26/2019 - Initial Discussion of Potential Local Option Levy and/or Bond
4/23/2019 - Discuss Local Option Levy and Facility Bond Alternative
6/25/2019 - Receive Presentation on Safe Routes to Schools Infrastructure Projects Levy Proposal
6/25/2019 - Discussion on Timing for the Police Facilities Bond
8/13/2019 - Consider Resolution to Appoint Members to the Levy & Bond Task Force
9/24/2019 - Receive Update on Local Option Levy Planning
11/5/2019 - Receive Update on Local Option Levy Planning
11/12/2019 - Receive Update on Local Option Levy Financials
2/17/2019 - Update on Local Option Levy and Report on Community Survey Results
1/7/2020 – Council Goal Discussion and Local Option Levy (funding alternatives)
4/25/2023 – Council review of Police Services Levy background and history
5/23/2023- Council discussion on continuation of a Police Services Levy

ALTERNATIVES & RECOMMENDATION

Council could choose not to provide direction to staff at this time, or could prefer different timing for a Police Services ballot measure.

ADDITIONAL RESOURCES

2023-2025 City Goals and Actions:

Enhance Community Safety and Accessibility.
Pass a Police Services Levy.
Police Services Levy page www.tigard-or.gov/policeservicelevy
Police Transparency page www.tigard-or.gov/transparency

Attachments

No file(s) attached.
