



## Tigard Business Meeting AGENDA

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### TIGARD CITY COUNCIL

**MEETING DATE AND TIME:** JANUARY 7, 2025 - 6:30 p.m. Business Meeting **Revised 1/6/2025: Agenda Item 9 added - Interim City Manager Contract**

**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 2560, 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](http://www.tigard-or.gov/Comments) by noon the day before the meeting date.
- 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 two minutes.
- You may comment by video through the Teams app. Go to this link to learn how to participate by video: [January 7, 2025 Council Meeting](https://www.tigard-or.gov/January7,2025CouncilMeeting) (<https://www.tigard-or.gov/Home/Components/Calendar/Event/7770/372>).

Upon request, the City will 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 contacting: City Recorder Carol Krager at 503-718-2419 (voice) / [carolk@tigard-or.gov](mailto:carolk@tigard-or.gov), or Deputy City Recorder Jesse Raymundo at 503-718-2417 (voice) / [jesse.raymundo@tigard-or.gov](mailto:jesse.raymundo@tigard-or.gov), or 503-684-2772 (TDD - Telecommunications Devices for the Deaf).

### SEE ATTACHED AGENDA

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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.



# Tigard Business Meeting AGENDA

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## TIGARD CITY COUNCIL

**MEETING DATE AND TIME:** JANUARY 7, 2025 - 6:30 p.m. Business Meeting **Revised 1/6/2025: Agenda Item 9 added - Interim City Manager Contract**

**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. PUBLIC COMMENT
  - A. Public Comment – Written
  - B. Public Comment – In Person
  - C. Public Comment – Phone-In
  - D. Public Comment – Video

3. COUNCIL MEMBER OATHS OF OFFICE **6:40 p.m. estimated time**
4. ELECTION OF COUNCIL PRESIDENT **7:05 p.m. estimated time**
5. CITY MANAGER UPDATE **7:15 p.m. estimated time**
6. CONSENT AGENDA: (Tigard City Council) 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.
  - A. MURDOCK STREET SIDEWALK & STORMWATER IMPROVEMENTS CONTRACT AMENDMENT **7:20 p.m. estimated time**
7. CITY COUNCIL GOALS UPDATE **7:25 p.m. estimated time**
8. UPDATE ON THE CITY FACILITIES MODERNIZATION PROJECT **8:35 p.m. estimated time**
9. PUBLIC WORKS AND POLICE FACILITY - PROJECT DIRECTOR CONTRACT **9:00 p.m. estimated time**
10. INTERIM CITY MANAGER CONTRACT **9:10 p.m. estimated time**
11. NON-AGENDA ITEMS
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. SUPPLEMENTAL QUESTIONS AND ANSWERS
14. ADJOURNMENT **9:15 p.m. estimated time**

**AIS-5674**

**3.**

**Business Meeting**

**Meeting Date:** 01/07/2025

**Length (in minutes):** 25 Minutes

**Agenda Title:** COUNCIL MEMBER OATHS OF OFFICE

**Authored By:** Carol Krager

**Presented By:** City Recorder Krager

**Item Type:** Update, Discussion, Direct Staff

**Public Hearing** No

**Legal Ad Required?:**

**Publication Date:**

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**Information**

**EXPLANATION OF ISSUE**

Newly elected councilors will swear or affirm an oath of office at the first meeting of their terms.

**ACTION REQUESTED**

Councilors elected in the November 5, 2024 General Election will be sworn in by the Honorable Tigard Municipal Judge Emily Oberdorfer.

**BACKGROUND INFORMATION**

Tigard Charter Section 3.2 Oath - states that before carrying out the duties of office, the Mayor and each Councilor must subscribe and swear or affirm an oath to the effect that the person will faithfully discharge to the best of the person's ability the duties of the office being assumed and will support the constitutions and laws of the United States and the State of Oregon and the charter and ordinances of the City of Tigard. The oath must be administered and attested to by a notary public or other person duly authorized to administer oaths.

The city placed five council positions on the November 5, 2024 ballot. Election results certified by Washington County are that Jeanette Shaw, Jake Schlack and Maureen Wolf were elected to four-year terms. Faraz Ghodduzi and Heather Robbins were elected to two-year teams. They will be invited to give remarks after their oaths are administered.

**ALTERNATIVES & RECOMMENDATION**

N/A

**ADDITIONAL RESOURCES**

N/A

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**Attachments**

*No file(s) attached.*

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**AIS-5675**

**4.**

**Business Meeting**

**Meeting Date:** 01/07/2025

**Length (in minutes):** 10 Minutes

**Agenda Title:** ELECTION OF COUNCIL PRESIDENT

**Authored By:** Carol Krager

**Presented By:** Mayor Heidi Lueb

**Item Type:** Motion Requested

**Public Hearing** No

**Legal Ad Required?:**

**Publication Date:**

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**Information**

**EXPLANATION OF ISSUE**

Council will elect a Council President for a one-year term ending December 31, 2025.

**ACTION REQUESTED**

Nominate and elect a Council President.

**BACKGROUND INFORMATION**

Tigard City Charter Section 3.4 - Council President - states "Council will elect a Council President at its first meeting each year. The Council President will perform the duties of the office of Mayor in the Mayor's absence and may perform other duties of Mayor at the Mayor's request. In the event the Mayor is unavailable to serve, the Council President will serve as the Mayor Pro Tempore. If the Council President vacates the position, the Council will elect a Council President to serve in that position until the next Council President is elected pursuant to this Section."

The recently adopted Charter amended the term for Council President from two years to one. This will allow more participation and opportunities for experience. In previous Council President elections, the Charter required the vote be by written ballot. The requirement for a written ballot was intentionally deleted from the new Charter, so the process this year will be consistent with all other Council actions--a motion, a second on the motion, and a vote.

**ALTERNATIVES & RECOMMENDATION**

N/A

**ADDITIONAL RESOURCES**

N/A

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**Attachments**

*No file(s) attached.*

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**AIS-5691**

**6. A.**

**Business Meeting**

**Meeting Date:** 01/07/2025  
**Length (in minutes):** Consent Item  
**Agenda Title:** Murdock Street Sidewalk & Stormwater Improvements Contract Amendment  
**Authored By:** Rosie McGown  
**Presented By:** Project Manager Jeff Peck  
**Item Type:** Motion Requested  
**Public Hearing** No  
**Newspaper Legal Ad Required?:**  
**Public Hearing Publication**  
**Date in Newspaper:**

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**Information**

**EXPLANATION OF ISSUE**

The purpose of this action is to approve an amendment to the Murdock Street Sidewalk & Stormwater Improvements contract awarded to AKS Engineering & Forestry, LLC.

**ACTION REQUESTED**

It is recommended that the Local Contract Review Board award amending the Murdock Street Sidewalk & Stormwater Improvements contract with AKS Engineering & Forestry, LLC in the amount of \$89,334 and direct the City Manager to take the steps necessary to execute the amendment.

**BACKGROUND INFORMATION**

The Murdock Street Sidewalk & Stormwater Improvements project will result in the construction of a shared use path and minor roadway widening where required along one side of the street from 103<sup>rd</sup> Avenue to Templeton Elementary School. The project will also include a new storm drainage system to replace portions of the existing pipe network. Additional right-of-way and temporary construction easements will be necessary to complete the improvements. Upon completion, the project will provide a safer route to and from the school for this neighborhood.

In accordance with ORS 279C.110 the Qualifications Based RFP process is used when seeking architectural, engineering, or related services for public improvement projects. The City issued a Qualifications Based Request for Proposals (QBS RFP) for the design of a shared use pathway on one side of the roadway and new drainage infrastructure for this project on November 3, 2021, with notice published in the Daily Journal of Commerce. Upon conclusion of the evaluation process, the Local Contract Review Board approved a contract for \$445,679.00 with AKS Engineering & Forestry, LLC to complete the design for the project.

The contract was amended on March 13, 2024, to include added survey work, extensive conceptual design, additional utility coordination, and added permitting assistance in the amount of \$110,399.00, and extending the duration to December 31, 2024.

Construction was delayed and moved out a year with the discovered location of a 10-inch high

pressure gas main. The location conflicted with the proposed storm drainage system. As a result, the contract was amended on November 18, 2024, extending the duration to October 30, 2025.

AKS Engineering & Forestry, LLC is currently working on the final design plans for this project. Additional efforts are required to complete the design plans. The additional efforts include:

1. Additional project management time is necessary to provide efforts through the end of construction.
2. Because the project moved out a year, staff determined it would be beneficial to combine the Murdock Improvements with the SRTS Templeton/Twality Improvement project. The same consultant is working on both projects, and the work is in the same general area. Additional efforts are required to combine both projects. However, hiring one contractor for both projects is expected to reduce the construction period and construction costs.
3. Additional coordination with NW Natural Gas was required to work around a high-pressure gas line, including redesign of the storm system at Murdock and 100<sup>th</sup> Avenue. NW Natural will pay the project back for the additional coordination, design, and construction efforts that will be required. The design reimbursement is expected to be \$20,000.

This amendment covers the additional work and will allow the consultant to complete the design and coordination efforts. The project is expected to go out to bid this winter with construction beginning in the spring of 2025. This third amendment is for \$89,334.00, bringing the new contract amount to \$645,412.00.

Tigard's Public Contracting Rule 10.075C requires LCRB approval when the total of all amendments exceeds twenty-five (25) percent of the original contract amount and when the amended contract amount exceeds \$150,000 if the board finds it to be in the public interest to do so.

### **ALTERNATIVES & RECOMMENDATION**

The Local Contract Review Board may choose to not approve the contract amendment and direct city staff to issue a solicitation for the remaining design work. This would require additional time spent by city staff and would add inefficiencies and time for a new consultant to become familiar with the previous work done. The city has negotiated the additional scope and associated fees with AKS Engineering & Forestry, LLC and believes the additional fees are fair.

### **ADDITIONAL RESOURCES**

N/A

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### **Fiscal Impact**

**Cost:** 89,334

**Budgeted (yes or no):** Yes

**Where budgeted?:** CIP#95071 – FY25 Contingency

#### **Additional Fiscal Notes:**

The anticipated savings in construction by combining the two projects, and available contingency funds, are sufficient to cover the additional cost and stay within the total project budget. AKS Engineering & Forestry, LLC will track costs on the stormwater redesign separately to facilitate repayments for the additional coordination and design fee by NW Natural.

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**Attachments**

*No file(s) attached.*

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**AIS-5672**

**7.**

**Business Meeting**

**Meeting Date:** 01/07/2025

**Length (in minutes):** 40 Minutes

**Agenda Title:** City Council Goals Update

**Authored By:** Nicole Hendrix

**Presented By:** Assistant to the City Manager Hendrix, Chief McDonald, Assistant City Manager Tritsch, IT Director Anderson, Program Manager Ezell, Houseless Liaison Cohen, Program Manager for Climate Washburn

**Item Type:** Update, Discussion, Direct Staff

**Public Hearing** No

**Legal Ad Required?:**

**Publication Date:**

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**Information**

**EXPLANATION OF ISSUE**

The City Council and Leadership Team identified City Council goals and strategies for 2023-2025 building on the work and success of previous years, while also addressing new challenges and emerging community needs. The City Council Goals established for 2023-2025 are Reduce Houselessness, Address Climate Change, Modernize & Improve City Services, and Enhance Community Safety.

City teammates will provide the City Council with the final progress report on the 2023-2025 City Council goals and strategies since their adoption. These updates will be provided by the Council Goal Team Leads and include a status update on strategies, accomplishments, and opportunities. Separate from this high-level briefing, Council Goal Leads present more in-depth updates to City Council throughout the year.

**ACTION REQUESTED**

- Receive briefing on the 2023-2025 Council Goals.
- Offer questions and guidance based on briefing.

**BACKGROUND INFORMATION**

**Dates of Previous and Potential Future Considerations**

This is the final progress report on the 2023-2025 City Council Goals. The first update was presented to City Council on September 12, 2023, the second on January 16, 2024, and the third on September 17, 2024. City Council received more detailed and goal-specific progress report presentations throughout the year.

**Public Involvement**

Each Goal has various efforts underway to engage, inform, and connect with community on these issues. Those specific efforts will be highlighted during the team presentation.

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

Council Goal updates show progress and opportunity for the City Council Goals and Community

Promise. The goals help work toward our Strategic Plan vision to be, "an equitable community that is walkable, healthy, and accessible for everyone."

**ALTERNATIVES & RECOMMENDATION**

The Tigard team recommends City Council receive briefing and provide any guidance or questions in response.

**ADDITIONAL RESOURCES**

N/A

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**Attachments**

Presentation City Council Goals Report

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# City Council Goals 2023-2025 Final Progress Report

January 7, 2025

City Council



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*Tigard: An equitable community that is walkable, healthy, and accessible for everyone.*

# Council Action

- Receive high level briefing on 2023-2025 Council Goals.
- Offer questions and guidance based on briefing.
- More detailed briefings provided throughout the year.
- Coming soon! 2025-2027 Goal Setting


**Reduce Houselessness** 

**Outcomes:**

- Available transitional housing
- Wrap around services secured through partners
- City support to the business community to offset impacts

**Strategies:**

- 1.1 Create transitional housing + secure wraparound services
- 1.2 Adopt a time, place + manner ordinance
- 1.3 Create grant programs to support businesses
- 1.4 Secure ongoing state funding
- 1.5 Provide Council with options for tenant protections

**Address Climate Change** 

**Outcomes:**

- Reduce the City's carbon emissions
- Center climate in the Council's decision-making
- Develop a shared understanding of climate policy options with the City Council

**Strategies:**

- 2.1 Prioritize carbon responsibility in the City of Tigard operations, projects, and policies
- 2.2 Build understanding on the City's climate work and how the organization is supporting it
- 2.3 Provide incentives for the community to transition to more climate friendly choices
- 2.4 Develop educational materials to build awareness and support homeowners/renters in reducing their carbon emissions

**Modernize & Improve City Services** 

**Outcomes:**

- Total Tyler modules implemented according to assessment recommendations
- Facility modernization project is at the design and construction phase

**Strategies:**

- 3.1 Appropriate the necessary teammate and financial resources for the Tyler
- 3.2 Acquire land for safe and modern public facilities
- 3.3 Secure funding for facilities
- 3.4 Conduct an education/ awareness campaign to build understanding and gauge levels of community support

**Enhance Community Safety & Access** 

**Outcomes:**

- Improve traffic safety, provide equitable mobility options, and support climate goals
- Generate revenue to support desired public safety service levels
- Improve mobility for all in the community

**Strategies:**

- 4.1 Identify + secure funding to complete the Hall Boulevard jurisdictional transfer
- 4.2 Pass a Police Services Levy
- 4.3 Increase funding to expand connectivity + support an active, healthy, accessible community

 **EQUITY**  
WE will ensure just and fair inclusion where all can participate, prosper, and reach their full potential.

 **ENVIRONMENT**  
WE will embrace sustainability to improve our natural resources and the livability of our community.

 **ECONOMY**  
WE will be responsible stewards of the community's financial resources entrusted to us.

 **ENGAGEMENT**  
WE will involve all voices in our community while building trusting relationships.

 **EXCELLENCE**  
WE will set high standards and strive to exceed community expectations.

# Reduce Houselessness

## Outcomes

- Available transitional housing
- Wrap around services secured through partners
- City support to the business community to offset impacts

| Strategies   | Status      |
|--|-------------|
| 1.1 Create transitional housing + secure wraparound services | In Progress |
| 1.2 Adopt a time, place + manner ordinance                   | Complete    |
| 1.3 Create grant programs to support businesses              | Complete    |
| 1.4 Secure ongoing state funding                             | In Progress |
| 1.5 Provide Council with options for tenant protections      | Complete    |

*Tigard: An equitable community that is walkable, healthy, and accessible for everyone.*



# Reduce Houselessness

## Key Accomplishments

- Time, Place, Manner ordinance adopted and updated twice
- Safe Parking Program funded and first Safe Parking site successfully opened at City Hall (and monthly reports issued)
- City/County Liaison hired to lead houselessness in SE Washington County
- Library Social Services Coordinator hired to support community and teammates

## Opportunities

- Site two more Safe Parking sites; 2nd site outreach in progress
- Continue to review and refine Time, Place, Manner ordinance
- Point in Time Count January 23, results expected in Spring 2025

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# Address Climate Change

## Outcomes

- Reduce the City's carbon emissions
- Center climate in the Council's decision-making
- Develop a shared understanding of climate policy options with the City Council

## Strategies

## Status

2.1 Prioritize carbon responsibility in the City of Tigard operations, projects, and policies

In Progress

2.2 Build understanding on the City's climate work and how the organization is supporting it

In Progress

2.3 Provide incentives for the community to transition to more climate friendly choices

In Progress

2.4 Develop educational materials to build awareness and support homeowners / renters in reducing their carbon emissions

In Progress

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# Address Climate Change



**Where we've been:**

35 climate-related projects

GHG inventory 2022



**Where we're going:**

Focused Climate Action Plan

Climate Task Force & Climate Action Plan

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# Modernize & Improve City Services

## Outcomes

- Total Tyler ERP modules implemented according to assessment recommendations
- Facility modernization project is at the design and construction phases

| Strategies   | Status      |
|--|-------------|
| 3.1 Appropriate the necessary teammate and financial resources for the Tyler ERP                         | Complete    |
| 3.2 Acquire land for safe and modern public facilities   | Complete    |
| 3.3 Secure funding for facilities  | In progress |
| 3.4 Conduct an education/awareness campaign to build understanding and gauge levels of community support | In progress |

*Tigard: An equitable community that is walkable, healthy, and accessible for everyone.*





# Modernize & Improve City Services: Tyler

## Key Accomplishments

- Utility Billing went live!
- Personnel Action Forms (Internal) went live!
- Project and Change Management prioritized and improved

## Next Up

- Tigard Service Request (External) will go live on 1/28/25
- Talent Management – Kick off discovery 1/28/25
- Risk Management will go live 2/3/25
- Enterprise Permitting and Licensing Phase 1 will go live on 4/29/25
- Enterprise Permitting and Licensing Phase 2 will go live on 10/25/25



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*Providing equitable and quality services to all residents, and accessible for everyone.*

# Enhance Community Safety & Access

## Outcomes

- Improve traffic safety, provide equitable mobility options, and support climate goals
- Generate revenue to support desired public safety service levels
- Improve mobility for all in the community

## Strategies

## Status

4.1 Identify + secure funding to complete the Hall Boulevard jurisdictional transfer

In Progress

4.2 Pass a Public Safety renewal levy

Complete

4.3 Increase funding to expand connectivity + support an active, healthy, accessible community

In Progress

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# Enhance Community Safety & Access

## Key Accomplishments

- JT Advisory Committee recommends Hall Blvd to the Legislature for funding
- City's requested speed limit reductions approved by ODOT
- City's CIP includes numerous projects and investments supporting connectivity, particularly for people walking and rolling
- Successful PW/PD Open House and several community engagement events

## Opportunities

- State legislative session: Continue conversations and partnerships with multiple agencies for needed improvements on Hall and work to support a transfer
- Continue to prioritize road safety, accessibility, and connectivity in transportation projects, programs, and investments

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# Modernize & Improve City Services: Facilities

**Update provided in separate City Council Agenda Item.**



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# Thank you

We welcome your thoughts and questions!



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**AIS-5700**

**8.**

**Business Meeting**

**Meeting Date:** 01/07/2025

**Length (in minutes):** 30 Minutes

**Agenda Title:** Update on the City Facilities Modernization Project

**Authored By:** Kent Wyatt

**Presented By:** Public Works Director Brian Rager, Police Chief James McDonald, Asst City Manager Emily Tritsch, City Manager Steve Rymer, Ben Patinkin (Patinkin Research Strategies, consultant)

**Item Type:** Update, Discussion, Direct Staff

**Public Hearing** No

**Legal Ad Required?:**

**Publication Date:**

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**Information**

**EXPLANATION OF ISSUE**

The City of Tigard is committed to improving services for community members now and in the future. Part of this effort is the "Building a Better Tigard" project, which will replace outdated and overcrowded Police and Public Works facilities with a safer, modern building. This new facility will streamline daily operations and ensure critical services remain available during natural disasters and other emergencies.

**ACTION REQUESTED**

Receive an update on the city facilities modernization project.

**BACKGROUND INFORMATION**

In 2024, the City purchased a 9.5-acre property at 13225 SW Wall Street as the proposed location for a centralized facility for Police and Public Works. By combining nine outdated and scattered worksites into one location, the project aims to improve efficiency, cut costs, and streamline services. Building this new facility now will help the City avoid rising maintenance and rental costs while addressing challenges that make it harder to attract and retain employees in current conditions.

The City conducted its first community survey on the project in November 2024. The results showed that 45% of residents initially supported the proposed bond measure, and support grew to 53% after learning about benefits like better disaster preparedness, cost savings, and improved police facilities and accessibility. Survey consultant Ben Patinkin will share more details from the survey during this Council meeting to help guide the next steps.

The survey results will help shape how the City communicates about the project, highlighting opportunities and building support among community members for a potential May 2026 ballot measure. Two more surveys in 2025 will refine these plans to ensure the project meets community priorities and needs. On January 7, 2025, the City Council will consider awarding a contract to Otak, Inc to serve as the Project Director, guiding planning, design, and delivery of this facility. The project team will share updates and answer any questions in this, the first in a series of regular updates to Council on this project.

**ALTERNATIVES & RECOMMENDATION**

N/A

**ADDITIONAL RESOURCES**

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**Attachments**

Presentation

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# CITY FACILITY MODERNIZATION PROJECT



City Council Presentation  
January 7, 2025

# Project Goal

“Building a Better Tigard” is a campaign to build a safe, modern combined facility for our Police and Public Works departments. This new facility will allow our first responders to continue providing critical services to the community after a natural disaster and will make everyday operations more efficient.



# Project Background

- The current police facility, built in 1984, was designed when our population was about 22,000 and the police department was significantly smaller.
- Today, our population is nearly 60,000, and nearly 100 police employees share this outdated space.
- In 1994, modular buildings were installed to house police staff while the City searched for a permanent solution. Nearly 30 years later, those temporary structures are still in use. Additionally, the police department is spread across several locations.
- Public Works has experienced a reduction in acreage over the years and now operates in a fragmented manner across five different sites.
- As our city continues to grow, facilities must scale accordingly to ensure the delivery of high-quality public services, both now and in the future.



## Project Significance

- Build a safe, modern facility designed to withstand a major earthquake or natural disaster, ensuring our first responders can continue delivering essential services to our community when they're needed the most.
- Investing wisely now (in building/facility) will save on long-term costs in the future.
- Build a facility that grows with Tigard, supporting our community's needs today and tomorrow.
- Combine nine current substandard work sites into one facility will make our work more efficient, saving time, and money.
- Prioritize community safety, recruitment, privacy, and the environment with a secure, updated facility.



# Project Status

- In 2024, the City acquired a property on Wall Street suitable for a new PD/PW facility.
- In Nov. 2024, the City conducted a survey to gather community feedback on the project. A second survey is planned for April 2025.
- The City has chosen Otak as its project director, led by David Lintz bringing significant expertise in managing and delivering projects like the proposed PW/PD facility.



# Wall Street Property



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



# Tigard Municipal Nov. 2024 Bond Survey



**PATINKIN  
RESEARCH  
STRATEGIES**

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



## Methodology:



- A multi-modal survey of n=400 likely May 2026 voters in the City of Tigard was conducted via live phone. Telephone interviews were conducted via both landline and cell phone. Cell phone interviews represent 68% of the sample.
- A voter file sample was used and quotas were implemented to reflect a likely May 2026 electorate.
- Interviews were conducted November 14-17, 2024.
- The overall credibility interval (the theoretical margin of error for a blended-methodology poll that relies partially on telephone-based probability sampling, and partially on non-probability based text to web sampling) is +/-4.9%. The credibility interval for subgroups varies and is larger.
- Throughout this report we refer to “younger” and “older” voters. Younger voters are under age 50 and older voters are age 50 and up.
- Throughout this report we also refer to “targets.” Targets are defined as voters who start out undecided or are voting “yes, not strongly” on the bond.
- Region breakouts by precinct:
  - East of 99: 405, 404, 400
  - West of 99: 402, 409, 411



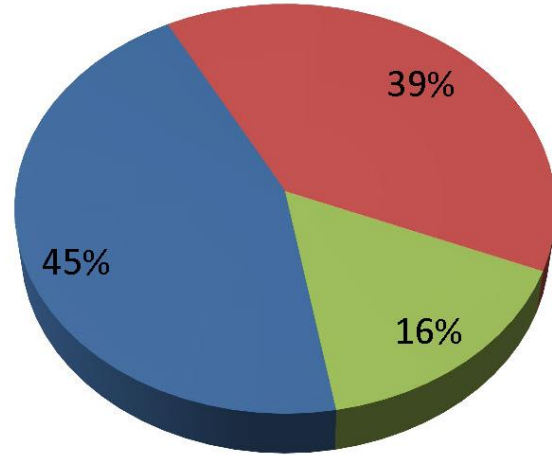


## Where We Start

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



Voters in the City are slightly more downbeat about its course than they were at the height of the pandemic



■ Right direction ■ Wrong track ■ DK/NA

|           | Right direction | Wrong track |
|-----------|-----------------|-------------|
| July 2021 | 52%             | 27%         |

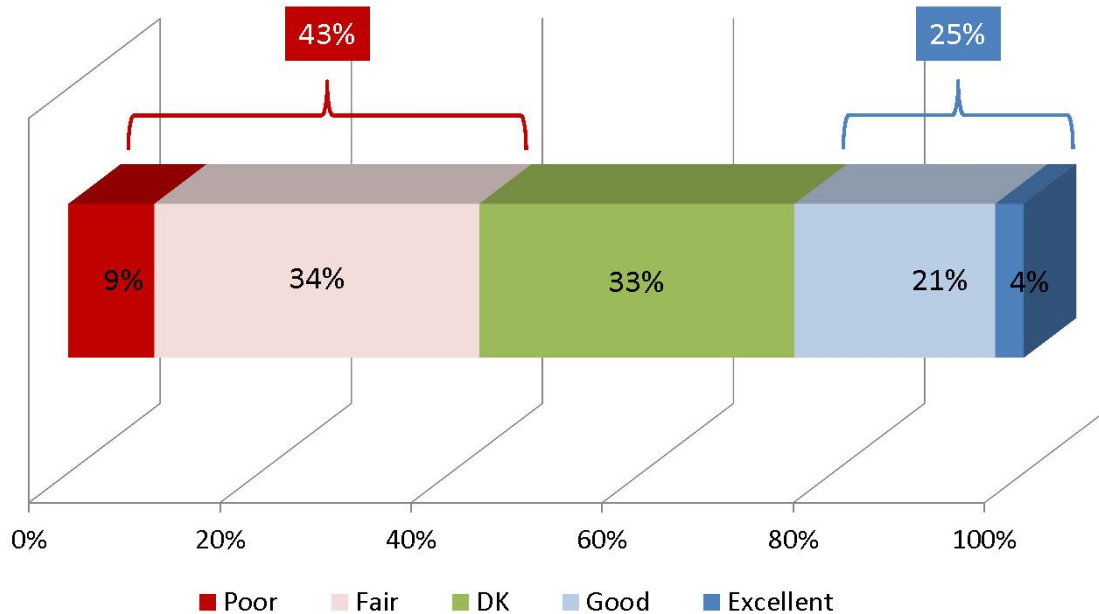
|               | Right direction | Wrong track |
|---------------|-----------------|-------------|
| "Yes" on bond | 59%             | 30%         |
| "No" on bond  | 24%             | 56%         |
| Undecided     | 17%             | 14%         |

Generally speaking, do you think things in Tigard are moving in the right direction, or are they on the wrong track?

## A plurality feel the Police Department facility is in net negative condition (fair + poor)



As we'd expect, the more voters perceive facilities to be challenged, the more they will support a bond.



|               | Net positive | Net negative |
|---------------|--------------|--------------|
| "Yes" on bond | 14%          | 69%          |
| "No" on bond  | 39%          | 24%          |

Do you think the City of Tigard's Police Department is in excellent physical condition, good condition, fair condition, or is it in poor physical condition?

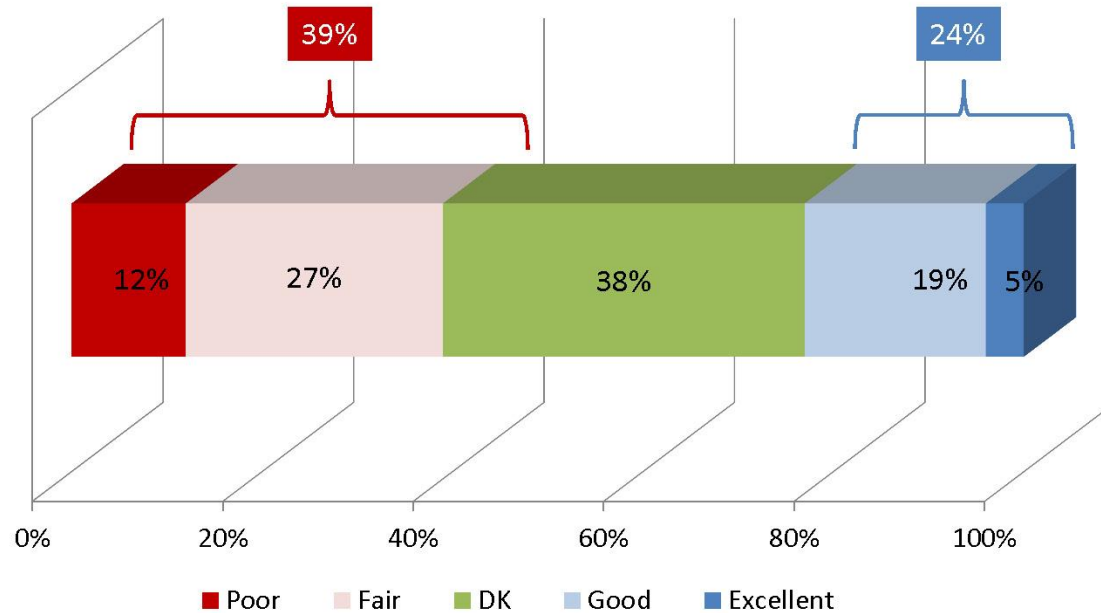
The 5 E's – Tigard's Community Promise: Equity • Environment • Economy • Engagement • Excellence



## A plurality also feel the Public Works Department facility is in net negative condition (fair + poor)



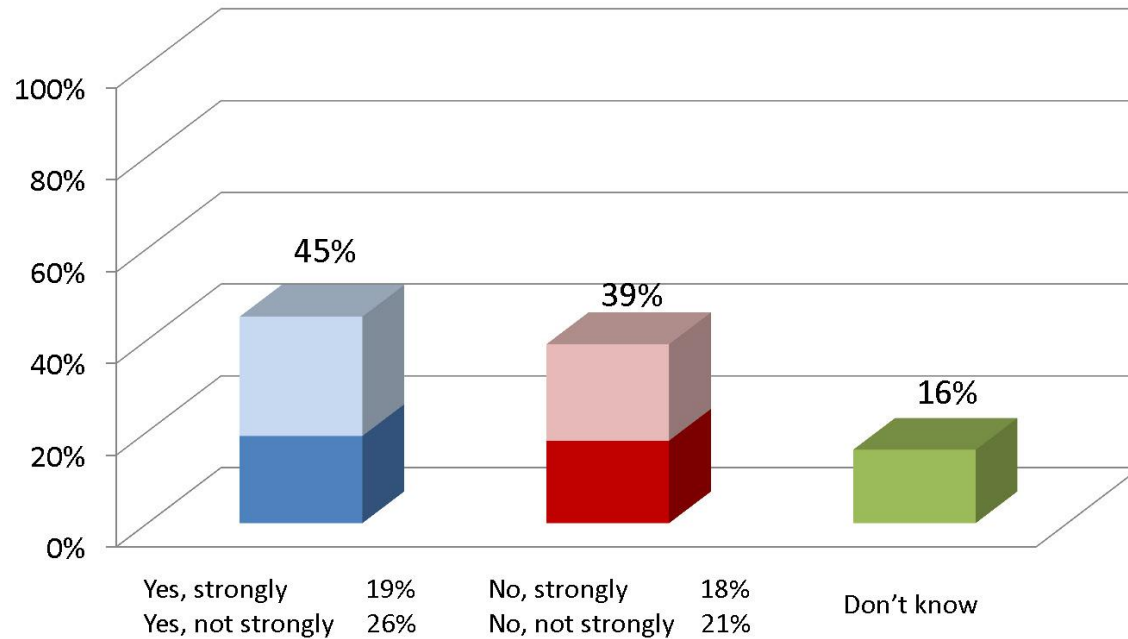
Slightly more voters in the “don’t know” column when asked about Public Works facilities.



|               | Net positive | Net negative |
|---------------|--------------|--------------|
| “Yes” on bond | 16%          | 57%          |
| “No” on bond  | 37%          | 27%          |

*Do you think the City of Tigard’s Police Department is in excellent physical condition, good condition, fair condition, or is it in poor physical condition?*

## Bond language receives plurality support



The City of Tigard may place a bond measure on the ballot in 2026 which may read:

*“Bonds to replace public safety, emergency preparedness, city services facilities. Shall Tigard replace police, public works, emergency preparedness facilities; improve safety, security, accessibility, by issuing a \$150 million dollar bond, audits required?”*

*Having heard this, if the election were held today, would you vote “yes” or “no” on this bond measure?*



## Building the Bond

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

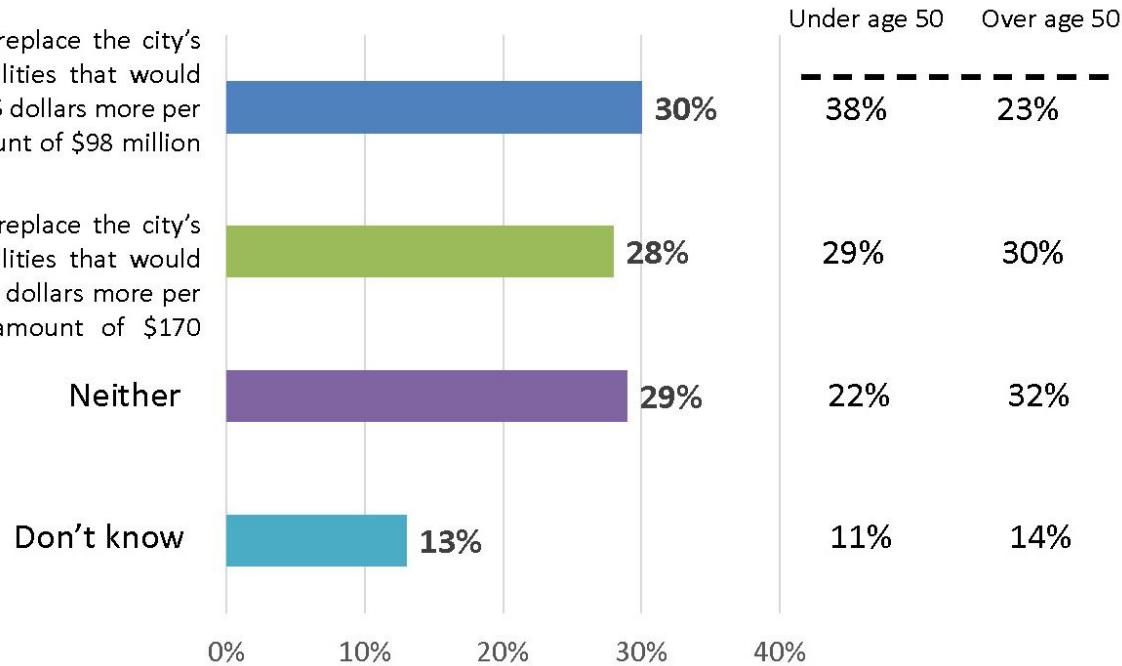


## Younger voters have slight preference for shorter term bond; older voters lean towards longer term



\_\_ [STATEMENT B] A 20 year bond to replace the city's outdated police and public works facilities that would cost the average homeowner about \$15 dollars more per month with an estimated interest amount of \$98 million dollars.

\_\_ [STATEMENT A] A 30 year bond to replace the city's outdated police and public works facilities that would cost the average homeowner about \$9 dollars more per month with an estimated interest amount of \$170 million dollars.



*As you may know, city bonds are similar to home loans. If you ask for a shorter term home loan, you pay more each month but pay less interest over time. If you get a longer term home loan, you pay less per month, but pay more interest over time. It's the same for bonds. Knowing this, which of the following would you prefer for a potential bond for the City of Tigard:*

## Top tier bond projects (talk about these first):



Independent audits and improved service appear in regression modeling as drivers of support.

|  | Favor, Strongly | Net Favor |
|--|-----------------|-----------|
| Adds covered space for the public works department to store expensive heavy equipment during the winter, instead of storing it outdoors where it can be easily damaged by rain or freezing weather   | 25%             | 59%       |
| Ensure improved, better coordinated, disaster response by housing police and public works in an up-to-date, earthquake safe building where first responders can support Tigard's recovery from a natural disaster  | 32%             | 58%       |
| Saves operating costs by replacing aging facilities spread throughout the city with one up-to-date facility for the public works and police departments  | 28%             | 58%       |
| Improves the ability of the police and public works departments to recruit high quality officers and employees by reducing severe overcrowding in a facility where storage closets are currently being used as offices and open vehicles are being used as lockers | 26%             | 58%       |
| Adds trauma-informed interview spaces where police can speak to crime victims out of earshot of other staff, community members, and suspects   | 24%             | 58%       |
| <b>Includes built in accountability mechanisms such as independent auditing, citizen oversight, and would require that 100 percent of bond measure proceeds be spent on actual construction, not administration</b>  | 32%             | 57%       |
| <b>Expands the number of acres the public works department uses for heavy equipment and supplies from four to eight. This will reduce severe overcrowding that limits the delivery of service and meets the requirements set by an independent study</b>           | 28%             | 57%       |



## Second tier bond projects:

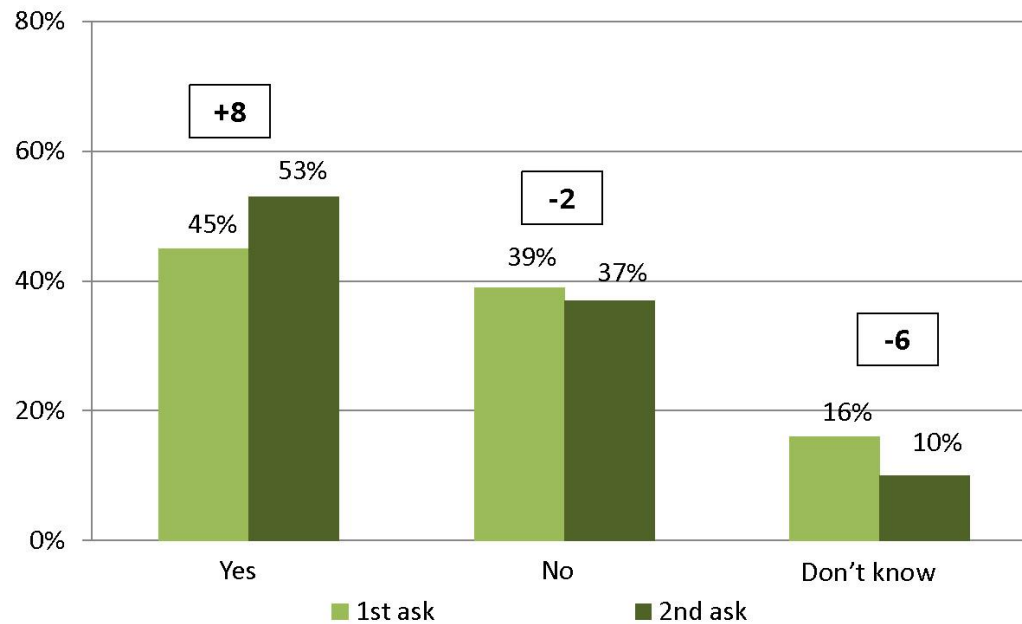


|  | <i>Favor, Strongly</i> | <i>Net Favor</i> |
|--|------------------------|------------------|
| Updates fire protection and electrical systems, removes toxics such as asbestos, addresses aging and inefficient H-VAC systems, roofing at the end of its useful life, deteriorating sewer lines, and inadequate and inaccessible bathroom facilities  | 30%                    | 56%              |
| Makes upgrades to improve A-D-A accessibility - also known as the Americans with Disabilities Act - to ensure that all residents, employees, and visitors can have equal access to the city's police and public works facilities   | 30%                    | 56%              |
| Increases perimeter security for the Tigard Police station to prevent unauthorized people from entering parking areas and to ensure officers and professional staff are able to safely and securely load and unload evidence, and get to and from their cars on shifts at all hours of the day and night | 29%                    | 56%              |
| Replaces out-of-date buildings that were built 40 or more years ago and have not had any major renovations other than an addition from over 25 years ago   | 27%                    | 56%              |
| Constructs a facility where required police training could be conducted on-site, rather than sending officers to McMinnville up to three or four times per year, reducing overtime and travel expenses and keeping officers in the city in the case of a major emergency                                 | 28%                    | 55%              |
| Constructs a facility that meets modern seismic standards and could withstand a major earthquake   | 28%                    | 55%              |
| Creates a modern, secure dedicated criminal evidence storage area for the police department, saving tens of thousands of dollars each year in off-site rental costs  | 27%                    | 55%              |
| Eliminates the need to spend over \$400 thousand dollars every year to lease storage space for supplies and equipment for both the police and public works departments   | 27%                    | 55%              |
| Eliminates the need to house a portion of the police department in temporary modular buildings that are 20 years past their usable life  | 24%                    | 54%              |

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



## Support for the bond increases after voters learn more about what it funds



*Sometimes over the course of a survey people change their minds. Let me ask you again: the City of Tigard may place a bond measure on the ballot in 2026. It could read:*

*“Bonds to replace public safety, emergency preparedness, city services facilities. Shall Tigard replace police, public works, emergency preparedness facilities; improve safety, security, accessibility, by issuing a \$150 million dollar bond, audits required?”*

*Having heard this, if the election were held today, would you vote “yes” or “no” on this bond measure?*



# Project Director

The City has selected Otak as the project director.

David Lintz from Otak brings extensive experience in managing similar projects, including the PW/PD Facility.

Otak has successfully delivered comparable projects, such as:

- Lake Oswego City Hall and Police Station
- St. Helens Public Safety Building
- State of Oregon Department of Administrative Services Building



# Financial Details

- Land acquisition: \$15.2 million
- FY 2025: \$1.150 million
  - Project director and polling
- Fy 2026 (estimated): \$4 million
  - Architecture and engineering
  - Facility renderings
  - Refined cost estimate



# What's Next

- Project Director will be onboarded in January
  - A detailed timeline will be developed.
  - Architect will be hired.
- Community engagement efforts continue.
  - Events being planned for early 2025
  - Key messages will be refined on a second survey in the spring.
- Teammates will continue to work with financial and bond counsel



**AIS-5680**

**9.**

**Business Meeting**

**Meeting Date:** 01/07/2025  
**Length (in minutes):** 10 Minutes  
**Agenda Title:** Public Works and Police Facility - Project Director Contract  
**Authored By:** Rosie McGown  
**Presented By:** Brian Rager, Public Works Director  
**Item Type:** Motion Requested  
**Public Hearing** No  
**Newspaper Legal Ad Required?:**  
**Public Hearing Publication**  
**Date in Newspaper:**

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**Information**

**EXPLANATION OF ISSUE**

The purpose of this action is to approve the award of a contract to Otak, Inc. for the Public Works & Police Facility – Project Director.

**ACTION REQUESTED**

It is recommended that the Local Contract Review Board award a contract to Otak, Inc. for Public Works & Police Facility – Project Director in the amount of \$1,255,043.00 and direct the City Manager to take the steps necessary to execute the contract.

**BACKGROUND INFORMATION**

The City of Tigard is committed to improving services for Tigard residents now and in the future. Part of this effort is the "Building a Better Tigard" project, which will replace outdated and overcrowded Police and Public Works facilities with a safer, modern building. This new facility will streamline daily operations and ensure critical services remain available during natural disasters and other emergencies.

In 2024, the City purchased a 9.5-acre property at 13225 SW Wall Street as the proposed location for a centralized facility for Police and Public Works. By combining nine outdated and scattered worksites into one location, the project will improve efficiency, cut costs, and streamline services. Building this new facility now will help the City avoid rising maintenance and rental costs while addressing challenges that make it harder to attract and retain employees in current conditions.

The City issued a Request for Proposals (RFP) for a Project Director to lead the project on September 11, 2024, with notice published in the Daily Journal of Commerce. Upon closing, the City received three (3) proposals from the following firms, with a proposal score out of a possible 400 points:

- Otak, Inc - 365
- Gamut Project Solutions, LLC - 351
- Cumming Group - 352

A selection committee of four teammates from Public Works, Police, Finance, and City Management

scored the proposals based on the following criteria, as outlined in the RFP:

- Firm and Key Individual Qualifications - 40%
- Project Understanding and Approach - 25%
- Project Management - 20%
- Cost Proposal - 15%

Upon review, the selection committee found Otak, Inc and Cumming Group to be the top-ranking firms and invited the firms for in-person presentations on November 25, 2025. During this process, the selection committee evaluated the proposers' presentations and responses to the City's questions. The interview scores out of 120 points are as follows:

- Otak, Inc - 113
- Cumming Group - 99

Although both firms are well-qualified to serve as the Project Director, Otak, Inc. received the highest score based on the evaluation criteria used by the evaluation committee, as well as the reference checking process. In particular, references noted Otak, Inc.'s strengths in communication with clients, management of challenges on projects, and attention to project schedules and budgets. Accordingly, Otak, Inc. received the evaluation committee's recommendation for contract award.

As such, and in accordance with ORS279 and Tigard Public Contracting Rules 30.075 and 30.100, the City issued a Notice of Intent to Award and entered into negotiations with Otak, Inc. The City and Otak, Inc. were able to reach an agreed upon scope and price. The final negotiated contract total is \$1,255,043.00.

#### **ALTERNATIVES & RECOMMENDATION**

The Local Contract Review Board may reject this contract award recommendation and direct staff to resolicit for the work, delaying the project.

#### **ADDITIONAL RESOURCES**

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##### **Fiscal Impact**

**Cost:** \$1,255,043

**Budgeted (yes or no):** Partially

**Where budgeted?:** 91029 – City Facilities Modernization

##### **Additional Fiscal Notes:**

The FY25 CIP includes \$1,000,000 for the City Facilities Modernization – Public Works and Police project in FY25. No budget beyond FY25 was identified, pending further project development. The budget is sufficient to cover anticipated contract costs in FY25. The proposed FY26 CIP will include additional project funding for FY26 and beyond, after the project financing is refined during the initial phase of this contract.

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##### **Attachments**

*No file(s) attached.*

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**AIS-5730**

**10.**

**Business Meeting**

**Meeting Date:** 01/07/2025

**Length (in minutes):** 5 Minutes

**Agenda Title:** INTERIM CITY MANAGER CONTRACT

**Authored By:** Shelby Rihala

**Presented By:** City Attorney Rihala

**Item Type:** Motion Requested

**Public Hearing** No

**Legal Ad Required?:**

**Publication Date:**

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**Information**

**EXPLANATION OF ISSUE**

As part of the recruitment process for the next city manager, Council must select an interim city manager to hold the position until the permanent candidate comes on board. Council has reviewed applications and selected Rob Drake as the interim city manager.

**ACTION REQUESTED**

Approve the contract to appoint Rob Drake as Tigard's interim city manager.

**BACKGROUND INFORMATION**

Tigard's current city manager will be retiring effective February 6, 2025. This leaves a gap of potentially several months before the permanent city manager can be selected and start employment. As part of the recruitment process, the City's Human Resources Director reached out to several individuals and firms to solicit interest in the interim position. Council reviewed materials and, after a successful interview, selected Rob Drake to serve as interim city manager.

Because, by Charter, the city manager is appointed by City Council, this item seeks Council's formal decision to approve the contract to appoint Rob Drake as interim city manager.

**ALTERNATIVES & RECOMMENDATION**

N/A

**ADDITIONAL RESOURCES**

N/A

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**Attachments**

Interim City Manager Contract

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# **EMPLOYMENT AGREEMENT**

# City of Tigard Employment Agreement

## Introduction

This Employment Agreement ("Agreement"), made and entered into this \_\_\_\_ of January, 2025, by and between the City of Tigard, Oregon, a municipal corporation, (hereinafter called "City") and Rob Drake (hereinafter called "Employee"), each a "Party" and collectively referred to as the "Parties," agree as follows:

## Section 1: Term

- A. The term of this Agreement is from February 1, 2025 to July 31, 2025. All compensation, benefits and requirements of the Agreement will remain in effect until the expiration of the term of the Agreement, the Employee voluntarily resigns, or the Agreement is terminated pursuant to Section 11.
- B. The term of this Agreement may be extended upon mutual agreement of the Parties.

## Section 2: Employment, Duties, and Authority

The City agrees to employ Employee as Interim City Manager to perform the functions and duties of that position and to perform other duties described in the position description which may be amended by the City periodically.

The City Council is responsible for Employee's appointment, removal, and suspension. Employee serves at the pleasure of the City Council and may be removed by the City Council at any time, with or without cause as provided in this Agreement.

## Section 3: Compensation

- A. Base Salary: The City agrees to pay the Employee at a rate equivalent to an annual base salary of \$200,000 during the term of this Agreement, payable in installments at the same time and in the same manner that the other management employees of the City are paid.
- B. This Agreement will be automatically amended to reflect any salary adjustments that are provided or required by the City's compensation policies.

## Section 4: Hours of Work

Employee may be required devote a great deal of time outside the normal office hours on business for the City, therefore Employee will be allowed to establish an appropriate work schedule following consultation with and the approval of the City Council.

## Section 5: Benefits

- A. The City will make a contribution of no more than \$1,000 per year to an HRA Voluntary Employee Beneficiary Account (VEBA) in the name of the Employee. This contribution may be adjusted from time to time as authorized by the City Council for all management employees of the City.
- B. The City agrees to provide Employee the same benefits and allowances as paid and provided by the City to other management employees as provided in the City's personnel policies, except as modified by this Agreement.

## Section 6: Leave Benefits

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

- A. Paid Time Off accrues at a rate based on over 20 years of service as of the date of this agreement and will continue to increase according to the accrual schedule in the Policy as it currently exists or as it may be adjusted in the future.
- B. Employee is entitled to other leave not mentioned in this Agreement which is available to all other management employees of the City as provided in City Personnel policies.
- C. In the event Employee's employment is terminated, either voluntarily or involuntarily, Employee will be compensated for all earned and unused Paid Time Off.

## Section 7: Retirement and Deferred Compensation

- A. The City will contribute 11% of Employee's salary to the City-provided 401(a) retirement program on behalf of the Employee
- B. The City will match any Employee contributions to City-provided deferred compensation accounts up to a maximum of 3% of the Employee's base salary.

## Section 8: Professional Certifications, Bonding, and Professional Development

- A. Employee will maintain all professional certifications necessary to perform Employee's duties required now or in the future. City will pay for all continuing education, training, or other requirements of professional certification and allow the Employee sufficient paid time to complete these requirements. Once certified, if Employee fails to maintain any required professional certifications at any time during the term of the Agreement, Employee will be given 90 days to obtain certification. If Employee is not recertified, Employee's employment will be terminated without any entitlement to severance payment payments provided in this Agreement.
- B. Employee will maintain any and all requirements of Employee's profession and conduct all personal business in such a manner as to qualify to be bonded if required by the

Employee's position. City will bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance. If Employee fails to qualify to be bonded at any time during the term of this Agreement, Employee may be terminated for lack of qualification and without any entitlement to severance payments provided in this Agreement.

- C. The City encourages the professional growth and development of the Employee. The City will allow a reasonable amount of time for the Employee to attend professional meetings and seminars and pay for associated expenses to the extent that the expenses are reasonable and necessary, as determined by the City, subject to availability of funds and as approved in the City's annual budget.

## Section 9: Use and Return of City Property

The City may from time provide certain personal property to the Employee (such as, but not limited to, cell phones, laptop, tablet, keys, etc.) for business use. All such property is and will remain the property of the City. Employee will preserve, use, and hold City property only for the benefit of the City and to carry out the City's business. When Employee's employment is terminated, Employee will promptly deliver to the City all City property in Employee's possession or control in good working order. Employee will also gather and return any and all City information or material, including confidential or proprietary information or material, whether in paper or electronic form, wherever located or stored.

## Section 10: Outside Activities

The employment provided for by this Agreement will be the Employee's sole employment. Employee may not accept or engage in any outside employment, including consulting or teaching, without the prior written approval of the City Council.

## Section 11: Termination

- A. Termination  
For the purpose of this Agreement, termination occurs when the City notifies Employee that Employee's services are no longer required and Employee is instructed to vacate Employee's position. Such notice may be given by the City at any time and for any reason. The Parties recognize this position is for a limited-duration, interim position, and City Council may terminate this Agreement early to accommodate the incoming permanent City Manager.
- B. Employee will be compensated for all earned and accrued vacation leave and other entitlement benefits, consistent with City personnel policies and applicable law.

## Section 12: Resignation

Nothing in this Agreement prevents, limits, or otherwise interferes with the right of Employee to resign at any time, subject only to the provisions set forth in this Agreement. In the event that Employee voluntarily resigns Employee's position with the City, Employee will provide a minimum of 30 days' notice in order to resign in good standing with the City, unless the parties agree otherwise.

## Section 13: Indemnification

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

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

Employee recognizes that City has the right to compromise or settle any claim, suit, proceeding or action.

## Section 14: Other Terms and Conditions of Employment

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

## Section 17: Notices

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

(1) CITY: Laura Gomez, Human Resources Director  
13125 SW Hall Blvd  
Tigard, OR 97223

(2) EMPLOYEE: Rob Drake, Interim City Manager

Alternatively, notice required pursuant to this Agreement may be personally delivered or submitted by email with acknowledgement of receipt.

## Section 18: General Provisions

- A. **Binding Effect.** This Agreement is binding on City and Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.
- B. **Severability.** The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions will be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.
- C. **Attorney's Fees.** In the event suit or action is instituted to interpret or enforce the terms of this agreement, the prevailing party is entitled to recover from the other party such sums as the court may adjudge reasonable as attorney's fees and court costs prior to settlement, at trial, or upon appeal of such suit or action.
- D. **Modification or Amendments.** No amendment, change, or modification of this Agreement will be valid unless mutually agreed by the Parties in writing.
- E. **Entire Agreement.** This Agreement constitutes the entire agreement between the City and the Employee, integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations of previous agreements between the parties with respect to any or all of the subject matter hereto.
- F. **Waiver.** Failure of either party at any time to require performance of any provision of the Agreement will not limit the Parties' rights to enforce the provision or provisions, nor will any waiver of any breach of any provision or provisions be a waiver of any succeeding breach of the provision itself or any other provision.

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Heidi Lueb, Mayor

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Employee

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Date

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Date

**AIS-5736**

**13.**

**Business Meeting**

**Meeting Date:** 01/07/2025

**Length (in minutes):** 0 Minutes

**Agenda Title:** Supplemental Questions and Answers

**Presented By:** N/A

**Item Type:** Receive and File

**Public Hearing:** No

**Legal Ad Required?:**

**Publication Date:**

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**Information**

**EXPLANATION OF ISSUE**

The City Council may have questions for staff after the council meeting packet is published. For public transparency, these questions and the answers provided by staff are due the afternoon of the meeting and will be attached to the end of the meeting packet.

**ACTION REQUESTED**

None

**BACKGROUND INFORMATION**

Council may have questions for staff regarding agenda items. These questions can be asked during the meeting or through an email to the city manager and other staff prior to the meeting. In the interest of public transparency, any questions and staff answers are listed on the Supplemental Questions and Answers list. This will be attached to the meeting packet, which is available online. There may be no questions and in that case, this Agenda Item Summary will have no attachments.

**ALTERNATIVES & RECOMMENDATION**

N/A

**ADDITIONAL RESOURCES**

N/A

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**Attachments**

Council Questions

Project Director Scope of Services

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# Supplemental Questions and Answers

January 7, 2025 – City Council Meeting

## **Agenda Item No. 6.A: CONSENT AGENDA – MURDOCK STREET SIDEWALK & STORMWATER IMPROVEMENTS CONTRACT AMENDMENT**

Q (Council President Hu): The new contract amount is \$645,412, while the budgeted amount for Design and Engineering under CIP#95071 is \$646,000, which is still higher than the new contract amount. Why would we need to dip into the FY 25 Contingency fund?

A: (Contracts and Purchasing Mgr. McGown): Q1 Budget supplemental reduced the Design and Engineering under CIP#95071 to \$638,000 – with \$50,000 in FY25. The project contingency would be used to cover the difference.

Q: Would the expected reimbursement from NW Natural reduce this new contract amount?

A: (McGown): The City is responsible for all payments to the contractor under this agreement regardless of source of funding. The reimbursement from NW Natural would be handled separately from the contract, representing an increase in project revenue to cover the additional expense.

Q: The contract was amended on March 13, 2024, to add an additional \$110,399. I couldn't locate the Council approval for this additional amount. Could you point me to the relevant approval?

A: (McGown): The \$110,399 amendment did not require LCRB approval as it is less than \$150,000 and 25% of the original contract as outlined in PCR 10.075(C) "Board approval is required for all amendments exceeding twenty-five (25) percent of the original contract amount and when the amended contract amount exceeds \$150,000."

Q: Please provide more details on how a 10-inch pressure gas main was discovered, which led to the delay of the project. The way it's written suggests that engineering didn't discover this until approximately two years into the project, which seems unlikely to me.

A: (Project Manager Peck): The Murdock Street Sidewalk and Stormwater design commenced in March 2022. The gas line in question was located as a 1" steel gas line during the field survey work. The existing utilities were potholed in September 2023 to determine depth and verify size. Our design team evaluated the pothole data and discovered the existing gas line was actually a 10-inch-high pressure gas line that is in conflict with the proposed storm line. A Utility relocation letter was sent to NW Natural in February 2024 and they informed us it would take several months to design the relocation of the high pressure line and work would not be



completed until October 2025 and would result in additional delays to our construction schedule. The option to redesign a portion of our project at the expense of the utility was least impactful to the project and the community.

## **Agenda Item No. 7 – COUNCIL GOALS UPDATE**

### **1. Reducing Homelessness:**

Q: (Councilor Wolf) How has the business grant program progressed? What are success/lessons learned?

We have been working with one business for almost a year and it is nearly complete. We also helped them take care of their Tigard Business License. Another business is waiting on a copy of their tax return signed as most are electronic and therefore have no signature on them, but we require them to be signed as in an audit you would require that as well.

Both businesses are in the downtown core and had the work done due to our houseless situation.

We have applicants we are working with at various stages of completion. We have a few who wish to still apply, they just are gathering their documentation.

Q: What are the next steps for tenant options with Council?

A (Asst Community Development Director Warren): The Community Development team has been tracking a proposal by Representative Mark Gamba for the coming session that would implement a statewide rental registry. The bill as currently written includes an exemption for properties in communities with a local registration program. This would create an additional incentive for the city to adopt its own registry to capture registration fees for local use to support inspections rather than have property owners remit them to the state. The Community Development team suggests that if Council would like to further discuss the program that an agenda item be scheduled in March or April after there is clarity on the potential for Rep. Gamba's bill to pass.

Q: What supports have Tualatin and Sherwood needed from the regional position?

A (Houselessness City/County Liaison Cohen): Megan Cohen, the Houselessness City/County Liaison, has been meeting internal and external partners in the Cities of Tualatin and Sherwood and learning more about existing needs around this issue. Early support has included arranging City Council presentations with Washington County SHS and Metro, connecting their libraries and police departments with Street Outreach teams, streamlining resource information, and helping prepare for the upcoming Point in Time Count.

Q: What possible revisions might be needed with TP&M?

A (Cohen): The Oregon Legislature will be discussing possible revisions to HB 3115 during the long session that could impact our Time/Place/Manner ordinance. We are waiting to learn about what those changes will be to determine next steps. We plan to provide an update on implementation of our current ordinance in an upcoming Council meeting.

## **2. Addressing Climate Change**

Q (Councilor Wolf): Overall, looking for examples and greater specificity for the progress made to-date regarding a task force and the action plan.

A: OK

## **3. Modernize & Improve City Services**

Q (Councilor Wolf): Please give examples how Change Management has been prioritized and improved

A (IT Director Anderson): In June 2024, the City entered into a contract with a Change Management Consultant to support the Tyler Project. The goal of this contract was to help the newly hired Project Managers and IT Director quickly integrate into the fast-moving project. The consultant ramped up, contributing to key tasks and developing universal templates that would eventually be incorporated into the Tigard Change Management Playbook.

Over the past six months, several concepts, practices, and templates have been deployed at various phases and modules of the project. As the project team settled in, there has been great success in implementing these tools, setting clear expectations, aligning with project timelines, and facilitating improved communication.

The team's Change Management Playbook is now complete and will be posted on our internal SharePoint site, accompanied by examples. A presentation on the Playbook will also be shared with the City's Leadership Team on January 27th.

Q: Look forward to updates on Hall and other public works projects as the legislative session soon begins!

A (ACM Tritsch): Great! You will receive updates throughout the Legislative Session.

## **Agenda Item No. 8 - UPDATE ON THE CITY FACILITIES MODERNIZATION PROJECT**

Q (Councilor Wolf): Project Goal Slide: Should we say "campaign" without education and awareness attached to it from the city?

A (City Manager Rymer): we believe it is our role to educate the community on our need. We will keep all aware of our plans to communicate with all stakeholders.

Q: Will community engagement include a community task force or just open houses to gather feedback?

A (Communications Manager Wyatt): The Facilities Communications Team has developed a detailed community engagement plan that combines existing events and programs, such as Chat with the Chief, Farmers Market and Movies in the Park, with new initiatives like a community open house in early 2025. This open house will focus on raising awareness about the need for a new facility within the community. We are using feedback from the first survey to help guide our efforts and identify areas where more awareness is needed. Another option being considered is the creation of a community task force. We encourage Council to discuss this approach and provide direction.

Q: During the open house, I appreciated seeing the boards that provided a basic visual of the facilities. Since the expected timeline for renderings is FY26, are the boards from September what will be used for community?

A (Communications Manager Wyatt): The Facilities Communications Team will collaborate closely with the project director to create more detailed renderings of a potential Public Works and Police facility. Our goal is to have these renderings ready for our busy outreach period, which runs from May to September.

## **Agenda Item No. 9 - LOCAL CONTRACT REVIEW BOARD: PUBLIC WORKS AND POLICE FACILITY – PROJECT DIRECTOR CONTRACT**

Q: (Councilor Hu) I couldn't find a full job description for the director from either items #7 (now #9) and #8 (now#10). Can you clarify the responsibilities? I'd also appreciate the job description including a timeline and cost breakdown for this position.

A (McGown): Duties of this position, expectations, and deliverables are described in the Scope of Work, detailed in the RFP (see page 7 of the RFP here: <https://www.tigard-or.gov/home/showpublisheddocument/4746/638614877404570000>). This publicly available information is published to the city's Bids & Requests for Proposals page. We have attached a summary of expectations and deliverables to this document.

Q: If the contract covers supervision of construction, is there any way to terminate the contract and avoid paying the full amount if voters do not approve a bond measure for the facility?

A (McGown): All City contracts include termination clauses for termination with or without cause, that could be used in the event of a bond measure not passing. The contracts also state that "funding during future fiscal years is subject to budget approval by Tigard's City Council."

Q (Councilor Wolf): Thanks for the breakdown of proposal review in the AIS. However, given the price tag of this contract, I would like a better understanding of the cost breakdown and the key milestones of the project. Is City of Tigard unique in wanting to combine Public Works and the Police Department?

A (Assistant City Manager Tritsch): Finance Director Kang and I will review the cost breakdown and key milestones with you. Milestones, deliverables, and expectations are included in both the Scope of Services and contract document. We have attached a summary of expectations and deliverables to this document.

It is not unusual to combine like services in a facility. Uniting public safety functions into one building, particularly when the facility includes the Emergency Operations Center, is a good fit for jurisdictions like ours. As presented previously, there is efficiency in service by centralizing core functions, common needs in layout and design, similar service to the community (requiring similar access, safety, and resilience), and excellent alignment as a core foundation to the service we provide to community.

## **PW/PD Facility Project Director Contract Expectations – as stated in Scope of Services**

### **PROJECT MANAGEMENT**

#### **- Internal Communications**

- Updates to Council and other boards and committees as needed
  - Three Council workshop sessions, followed by bi-monthly or quarterly updates to Council through project delivery
- Meet with internal project team at least monthly
- Facilitate ongoing communication and collaboration with elected officials, city staff, and other stakeholders.

#### Outputs:

- Project reporting and communication system
- Documentation and archiving system
- Monthly written progress reports
- Risk register, to be maintained through the duration of the project
- Quarterly presentations to all teammates
- Develop and maintain a change management plan and present to all teammates

#### **- External Communications and Public Engagement**

- Attend public engagement meetings; capture notes
- Ensure timely and accurate updates through press releases and social media posting
- Serve as conduit of information and collaboration through project lifecycle
- Organize and lead regular meetings to review project progress, address concerns, and ensure alignment with stakeholder expectations.
- Act as a liaison between project stakeholders, ensuring that all parties are informed and involved throughout the project lifecycle.

### **PROJECT PLANNING**

#### **- Planning, design, and construction project management planning**

#### Outputs:

- Project charter, including decision-making authority and process for escalation; roles and responsibilities
  - Program-level schedule
  - Contracting strategy, including leading contracting with subs; coordinate with city procurement
    - Recommend procurement schedule
    - Lead procurement: develop contract language, negotiate with contractors
    - Conduct pre-bid conferences
  - Procedures for program administration
- **Funding Plan**
- Work closely with CM and financial advisor, bond counsel, and others
  - Continually advise and review funding plan and updates as needed

Outputs:

- Create a milestone budget and initial cash flow projection, assist with value engineering, and advise on long lead supply chain issues which may influence approach to construction and occupancy goals.

## PROJECT IMPLEMENTATION

- **Manage consultant contracts, including sub deliverables, invoices, and payments**
- **Coordinate and review any/all building surveys, assessments, and reports to inform the project scope, risk, and opportunities.**
- **Attend all design meetings**

Outputs:

- Detailed schedule of responsibilities and critical dates
- Bid preparation and strategies
- Evaluation of bids
- Schedule and conduct regular progress meetings with contractors

- **Design**

Outputs:

- Decision-making process for design decisions

- Conduct design review of drawings
- Make recommendations to project scope from jurisdictional reviews
- Work with design partners, Supply Chain department and equipment vendors to confirm furniture, fixtures and equipment procurement specifications and schedule.
- Coordinate preconstruction meetings with the project team, community, and jurisdiction.
- Assess the need for additional project subconsultants (special inspections, commissioning, etc.) and procure accordingly.

## **CONSTRUCTION & OCCUPANCY**

- Administer construction contracts, quality assurance, and special inspection requirements
- Conduct periodic site progress meetings
- Coordinate inspection and testing
- Construction contract close-out activities
- Facilitate selection, procurement, and installation of furniture, fixtures, and equipment
- Manage all contracts through their respective warranty periods

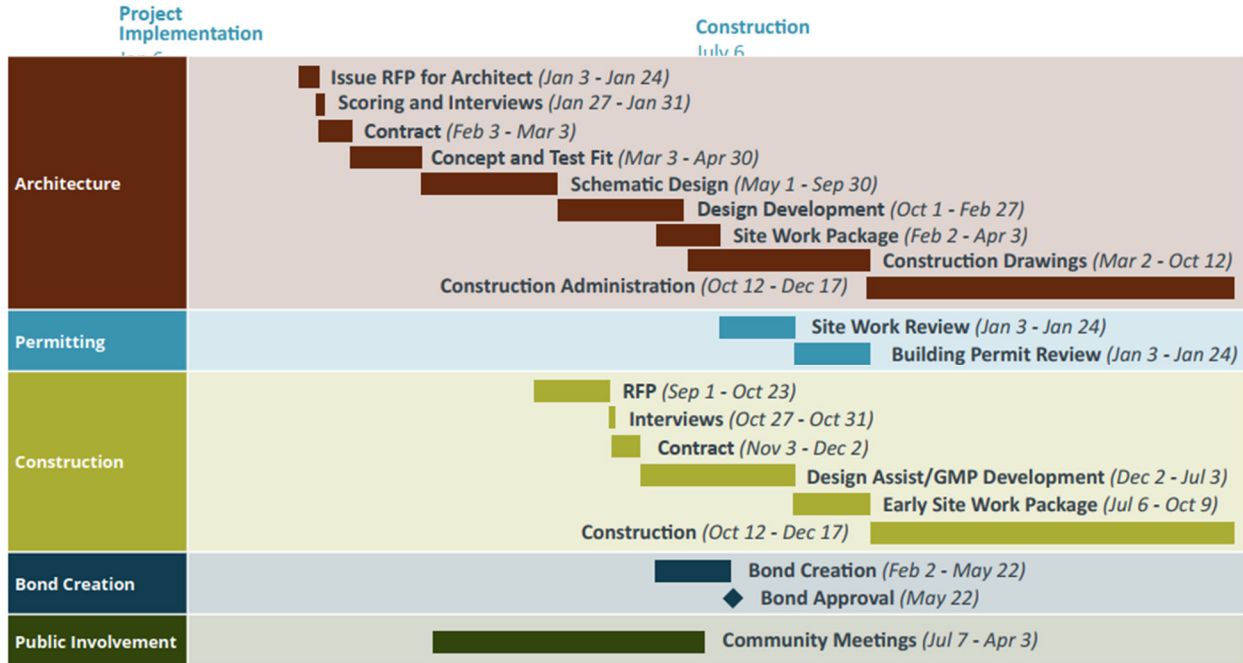
### **Outputs:**

- Develop construction procedures
- Attend weekly Owner-Architect-Contractor meetings
- Manage construction schedule and monitor outcomes
- Monitor quality control and costs through construction period
- Manage change orders, progress payments, and construction contract for compliance
- Progress reporting on construction and financial information
- Prepare and administer commissioning plan and O&M plan for facility
- Create action plan for resolution of construction problems or conflicts
- Conduct punchlist walks with Architect and Contractor
- Work with Owner on move in and occupancy plan
- Develop post-occupancy issues log for response to any issues not captured in punchlist / applicable to warranty
- Development of commissioning plan and coordination with commissioning agent.

- Develop final project closeout documents and work with project team to deliver Operations and Maintenance manuals with owner staff
- Negotiate maintenance agreements (where applicable)

**SCHEDULE MILESTONES**

The anticipated timeline below will be further refined during the project initiation phase, subject to City approval.



**COST ESTIMATE/RATES**

The not-to-exceed (NTE) amount payable to Contractor to perform the scope of services in this Agreement is \$1,255,043.00. Actual hours may fluctuate each month depending on service level needed, but the NTE fee will be managed to the overall bottom line. Any unspent fee can be reallocated at the discretion of the City.

Anticipated labor cost by phase:

- Project Initiation - \$340,175
- Design and Pre-Construction - \$331,955
- Construction and Occupancy - \$570,487