Tigard Business Meeting AGENDA

Tigard City Council, Town Center Development Agency, & Local Contract Review Board

Meeting Date and Time:	September 1, 2026 - 5:30 p.m. Study Session & 6:30 p.m. Business Meeting
Meeting Location:	Hybrid - City of Tigard - Town Hall - 13125 SW Hall Blvd., Tigard, OR 97223

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 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.
- You may comment by video through the Teams app. Go to this link to learn how to participate by video: https://www.tigard-or.gov/your-government/video-public-testimony-registration
- Individuals wishing to provide public testimony should plan to speak for no more than 2 minutes. If there are a large number of speakers, the Mayor or Presiding Officer may reduce the time per speaker to 1 minute and may limit the number of speakers in order to allow as many people as possible an opportunity to be heard.

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: Acting City Recorder Lindsay Bartholomew at 503-718-2417 / lindsay.bartholomew@tigard-or.gov 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.

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5:30 p.m.

1. Study Session

   A. Town Center Development Agency (TCDA): Briefing on the Request for Qualifications (RFQ) for the Cinema Site **5:30 p.m. estimated time**

   B. Feasibility of Establishing a Senior Advisory Board **5:45 p.m. estimated time**

   C. Council Liaison Reports **6:05 p.m. estimated time**

6:30 p.m.

2. Business Meeting

   A. Call to Order

   B. Roll Call

   C. Pledge of Allegiance

   D. Call to Council and Staff for Non-Agenda Items

3. Public Comment **6:35 p.m. estimated time**

   A. Public Comment – Written

B. Public Comment – In Person

C. Public Comment – Phone-In or Video

4. City Manager Report **6:45 p.m. estimated time**

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

A. Consider Approval of an Updated Intergovernmental Agreement (IGA) with Clean Water Services

B. Consider Amendment to Contract for Pavement Management Program Slurry & Crack Seal Services

- Consent Agenda - Items Removed for Separate Discussion: Any items requested to be removed from the Consent Agenda for separate discussion will be considered immediately after the Council has voted on those items which do not need discussion.

6. Update from Washington County Sheriff's Office **6:55 p.m. estimated time**

7. Check in with Commissioner Snider **7:10 p.m. estimated time**

8. River Terrace 2.0 Finance Strategy & System Development Charges (SDC) Update
7:25 p.m. estimated time

9. Non-Agenda Items

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

final decision. Executive Sessions are closed to the public.

11. Adjournment **8:40 p.m. estimated time**

AIS-6238 **1. A.**

Business Meeting

Meeting Date: 09/01/2026

Length (in minutes): 15 Minutes

Agenda Title: Town Center Development Agency (TCDA): Briefing on the Request for Qualifications (RFQ) for the Cinema Site

Authored By: Sambo Kirkman

Presented By: Redevelopment Manager Farrelly

Item Type: Update, Discussion, Direct Staff
Town Center Development Agency

Information

Explanation of Issue

Staff will update the Board of the Town Center Development Agency on the status of the Request for Qualifications (RFQ) for the redevelopment of a portion of the Cinema site.

Action Requested

In addition to the update, staff requests that the Board designate two members to serve on the RFQ Review Committee.

Background Information

The Town Center Development Agency (TCDA) acquired the 10.89-acre Tigard Cinema site in August 2025. The Agency has four major goals for the site:

1. Provide the Tigard Triangle's first neighborhood park to serve a fast-growing area. A new park will also make the Tigard Triangle more attractive for additional development.
2. Build out necessary street and trail infrastructure to increase connectivity and pedestrian safety.
3. Restore Red Rock Creek, which flows through the property, including new stormwater and sewer facilities. This work is currently underway and will be completed in the fall of 2026.
4. Redevelop the portion of the property not being used for a park.

On March 10, 2026, the Town Center Development Agency Board approved issuing a Request for Qualifications (RFQ) to seek a partner to develop the non-park portion of the site. Once a development team is selected and agreements are made, one or more buildings with supporting infrastructure will be constructed on the site. Concurrently, the city would work on the design and engineering of the park, with its construction potentially occurring soon after building completion.

On August 3, 2026, the RFQ was emailed to over 80 members of the development community, advertised in the Daily Journal of Commerce, and posted to the city's website. The RFQ requests information about developers' prior relevant experience and general vision for the site. After the RFQ closes on September 15, 2026, staff will review the Statements of Qualifications to select a shortlist of development teams. The criteria will be the vision for the site, development team experience, and experience with comparable projects.

Subsequently, the short-list of developers will be asked to provide preliminary schematic designs, financial analysis/pro formas, deal structure proposals, and anticipated timing. A review committee, including representatives from the TCDA Board, TCAC, and Chamber of Commerce, would review this information and participate in interviewing the finalists. The committee will recommend a preferred development team or teams, with final approval by the TCDA Board.

Dates of Previous Considerations
March 10, 2026 - Cinema Site Discussion
November 18, 2025 - Consider a Temporary Lease of TCDA Owned Property for Parking
June 24, 2025 - TCDA Considers Resolution Authorizing Bonds for Capital Projects in the Tigard Triangle
May 27, 2025 - Tigard Triangle Property Acquisition

Public Involvement
Community Development Get Together community event.
Presentation to City Boards & Committees: Town Center Advisory Commission, Parks and Recreation Board, Committee for Community Engagement, Youth Advisory Council.
Tigard Triangle Residents: Family Promise and Dartmouth Crossing North.
Tabling Events at Holiday Tree Lighting and Tigard Senior Center.

Impacts (Community, Budget, Policies and Plans/Strategic Connection)
Tigard Triangle TIF District Plan

- Goal 2: Provide a safe and effective multimodal transportation network that provides access to, from, and within the area and supports mixed-use and pedestrian-oriented development.
- Goal 4: Create a clear identity for the area as a fun and diverse place to live, work, shop, eat, and play by building upon existing unique and desirable features.
- Goal 5: Provide financial and technical assistance to new and existing businesses and housing developments that contribute to the area's diversity and vitality and help it transform into a mixed-use and pedestrian-oriented district.

Economic Development Strategic Plan

- Pillar 4: Development and Placemaking
- DV 1: Leverage existing policies and regulations to better support development.
- DV 2: Create and refine impactful development incentives and tools
- DV 4: Support development of livable communities focused on safety, connection, and high quality of life.

Council Goals 2025-2026

- Goal 1: Create housing opportunities for current and future residents.
- Goal 3: Cultivate Tigard as a great place to live, work, and play.

Alternatives & Recommendation
Staff recommends the Board provide feedback and designate two members to serve on the RFQ Review Committee, which will make a recommendation for the preferred development team.

Additional Resources
N/A

Fiscal Impact

Fiscal Information:

Overall costs will be determined after design and engineering of the project. Any contributions from Triangle TIF funds will be subject to review and approval by the Board of the TCDA.

Attachments

Cinema Site RFQ

Request for Qualifications (RFQ) from

Mixed Use Development Teams



Mixed-Use Development Sites at the Tigard Cinema Property

9+ gross acres / 3+ buildable acres / City owned / mixed-use zoning / 11626 SW Pacific Hwy, Tigard

CITY OF Tigard

SOQ submissions due: Tuesday, September 15, 2026 – 4:00pm local time
www.tigard-or.gov/CinemaSite

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Executive Summary

The Tigard Cinema Property



- 9.25 acres
- 11626 SW Pacific Hwy, Tigard, OR 97223, Google maps link
- Owned by Town Center Development Agency (TCDA), the City of Tigard's urban renewal agency
- Zoned Triangle Mixed Use (TMU): Six story height maximum, no maximum density, no minimum parking requirements.
- Planned to include future mixed-use development, City park, Red Rock Creek greenway and trail, and public streets
- Accessible from Oregon Highway 99W (Pacific Highway) and SW 72nd Avenue; potential for project signage on Highway 99W (45,000+ average daily trips)
- Within easy commute distance of the metro area's most dynamic employers and job centers, including Intel, Nike, the "Silicon Forest," and Downtown Portland, via I-5, Highways 217 and 99W
- Located in the heart of the Tigard Triangle. Consistent with the City's plans, the Triangle is rapidly becoming a walkable mixed-use neighborhood, with more than 800 multifamily housing units built since 2020, and numerous restaurants, grocery stores, fitness clubs, and other services within a short walk.
- In an Opportunity Zone (OZ) 1.0; anticipated to be designated as an OZ 2.0 during 2026.
- Served by water, sewer, and other utilities; Phase 1 environmental site assessment indicates a clean site.

Mixed-Use Development Sites

The mixed-use development sites will be:

- One, two, or more sites within the Tigard Cinema property
- Defined collaboratively by TCDA and the development team selected via this RFQ process

- Estimated at approximately 3.0 to 3.5 acres of buildable land
- Developed subject to development incentives. The land transaction price may be adjusted to reflect the development team's investments in transportation infrastructure. The sites can also benefit from 10-year property tax abatement via Tigard's Vertical Housing Development Zone, negotiated Systems Development Charge terms, OZ tax benefits, and other incentives detailed on page 17.

What the City is Seeking

Via this RFQ, the TCDA is seeking responses from development teams capable of:

- Working collaboratively with the City/TCDA to refine the design of the Cinema property, including the alignment of city streets, and the location and dimensions of the park site and mixed-use development site(s). (The City/TCDA plans to design and build the park.)
- Designing, permitting, financing, and building high-quality, walkable, mixed-use places, with an emphasis on market-rate and workforce housing over ground floor commercial.
- Building as much of the transportation and utility infrastructure within and adjacent to the Cinema site as possible.
- Negotiating the development agreements necessary to make the above work possible, and communicating with the City/TCDA and external stakeholders about the project.
- For additional detail about the mixed-use developer's scope of work and what the TCDA is seeking, see page 11.

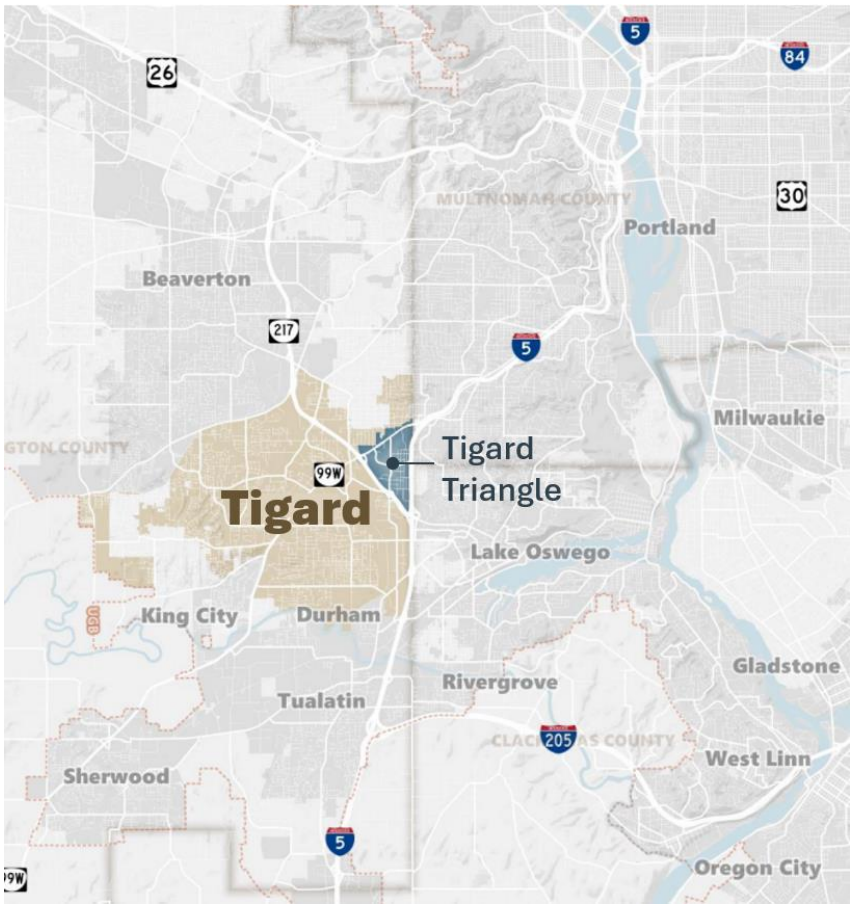
Process

- Via this RFQ, the TCDA is seeking to gather information about the development vision, qualifications, and past relevant experience of development teams. TCDA's intent is to make development teams' responses to this RFQ straight-forward rather than onerous. No site-specific designs or financial analysis is required as part of RFQ responses.
- Based on developers' RFQ responses, TCDA plans to select a short list of the best-qualified development teams, and request more detailed information from these teams at that time.
- Developer selection, negotiation, and additional due diligence will follow TDCA's selection of a preferred development partner.
- More details about the project process begin on page 18.

Introduction and Summary

City of Tigard

With a diverse economy, strong schools and outstanding parks, Tigard is one of the most livable cities in Oregon. Tigard has grown to become a desirable and affordable community in the Portland metro area where residents enjoy access to more than 16 miles of paved trails and nearly 550 acres of parks and open spaces.



The City of Tigard is situated in east Washington County, about 10 miles southwest of the Portland Central Business District (CBD), about 7 miles southeast of the Nike campus, and approximately 10 miles southeast of the Washington County "Silicon Forest"—the cluster of high-tech companies located in the industrial corridor between Beaverton and Hillsboro.

The City has a well-balanced economy that includes more than 3,000 firms employing more than 40,000 people from around the region.

Tigard: Key Facts and Figures

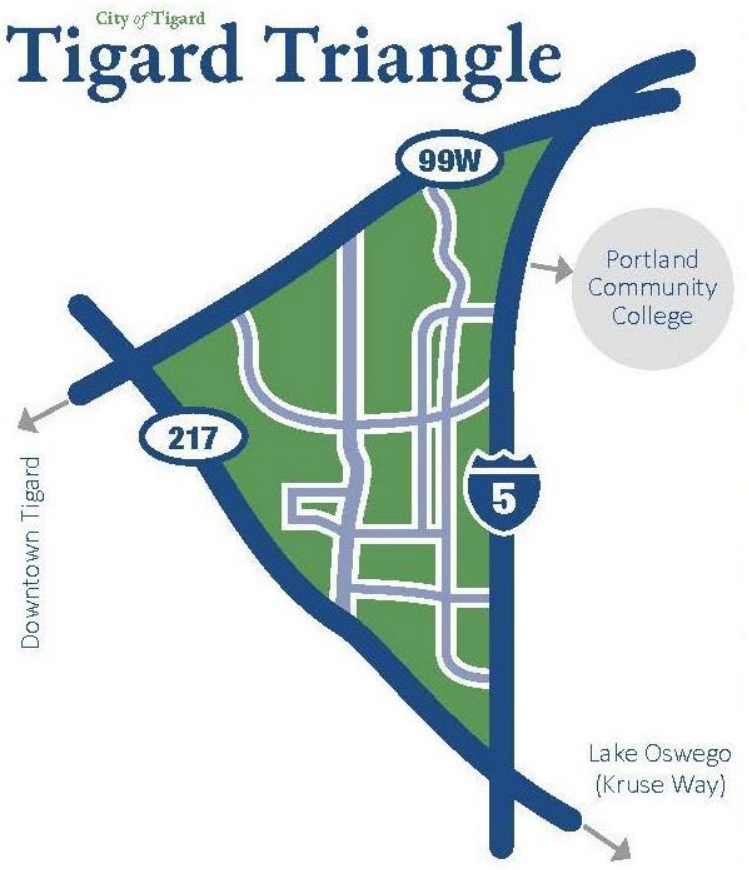
- Population: 57,091 (2025 estimate by Portland State University)
- Median Household Income: $109,384
- Median Age: 40
- Labor Force: 40,323 employees
- Businesses: 3,708
- Transportation:
    - Drive times:
        - 9 miles to Downtown Portland (20 minutes)
        - 21 miles to Hillsboro, Oregon (30 minutes)
        - 19 miles to Portland International Airport (30 minutes)
        - 40 miles to Salem, Oregon (50 minutes)
    - Transit:

- TriMet's frequent service 12 bus line serves Highway 99 W just north of the Cinema property. The 12 line is one of TriMet's highest ridership lines and provides direct service, departing every fifteen minutes during peak hours, to Downtown Portland, Tigard Transit Center, and other destinations.
- Eight TriMet bus lines serve Tigard.
- WES commuter rail (station and Transit Center in Downtown Tigard, about one mile west of the Cinema property).
- Tigard and the Triangle have long been studied as key components of a future SW Corridor MAX rail alignment, which could be built in the long term.

- Active transportation
  - Tigard has 16 miles of paved walking and bicycling trails, including a section of the regional Fanno Creek Trail

Tigard Triangle

The Tigard Cinema Property is located within the Tigard Triangle, which gets its name from its location at the junctions of three major transportation corridors: Interstate 5, State Highway 217, and State Highway 99W. These highways provide regional connectivity with Portland and Vancouver to the north, Wilsonville and Salem to the south, Beaverton and Hillsboro to the west, and Lake Oswego to the east. The Lake Oswego city limit is directly east of I-5. The Triangle has a wide mix of uses including large format retail (Costco, Winco, Walmart), offices and new mixed-use and apartment development. The Triangle is home to approximately 250 businesses and 7,600 jobs.



Since 2020, developers have built more than 800 market-rate and affordable housing units in the Triangle, reflecting investor's recognition that there is strong residential demand in this emerging walkable, mixed-use neighborhood.

City Vision and Objectives

The City is working to transform the Tigard Triangle into a vibrant area where people of all ages, abilities and incomes can live and work within walking distance of shops, restaurants and parks. Parts of the area lack complete transportation facilities, with many sidewalk gaps. There are currently no parks in the area. To address this and other needs, the city approved a Tax Increment Financing (TIF) District Plan in 2017. The TIF District encompasses 547 acres and has $177 million remaining in maximum indebtedness to provide a funding stream to implement planned improvements. The approved plan projects include Transportation; Public Utilities; Public Spaces, Facilities, and Installations; and Redevelopment Assistance and Partnerships.

In 2021 the TCDA adopted an equitable TIF District implementation strategy (A New Tigard Triangle: Planning for Equitable Development.) It seeks to ensure that projects deliver on the vision of equitable development and advance the broader change needed to link residents to economic and neighborhood opportunities.

The Tigard Triangle has seen robust private investment with more than 800 apartments built in the past seven years, one-third of them regulated affordable units. Many new businesses have moved to the Triangle, attracting new customers. TCDA awarded building improvement matching grants to seven business and property owners over the past four years.

Tigard Cinema Property

Vision and Objectives

TCDA acquired the Tigard Cinema property in the summer of 2025. The TCDA sees the Cinema Property as a unique opportunity to transform the Triangle. The property will be a cornerstone in the development of the Tigard Triangle into a prosperous and walkable mixed-use, mixed-income neighborhood. The goals for the property are:

- Build a neighborhood park to serve the growing number of residents in the Triangle
- Facilitate a private mixed-use development that complements the park
- Restore the Red Rock Creek natural area
- Build a section of the Red Rock Creek Trail
- Improve the transportation infrastructure, including SW 72nd Ave frontage and new streets to break down block sizes and improve connectivity, consistent with the City's Transportation System Plan (TSP).

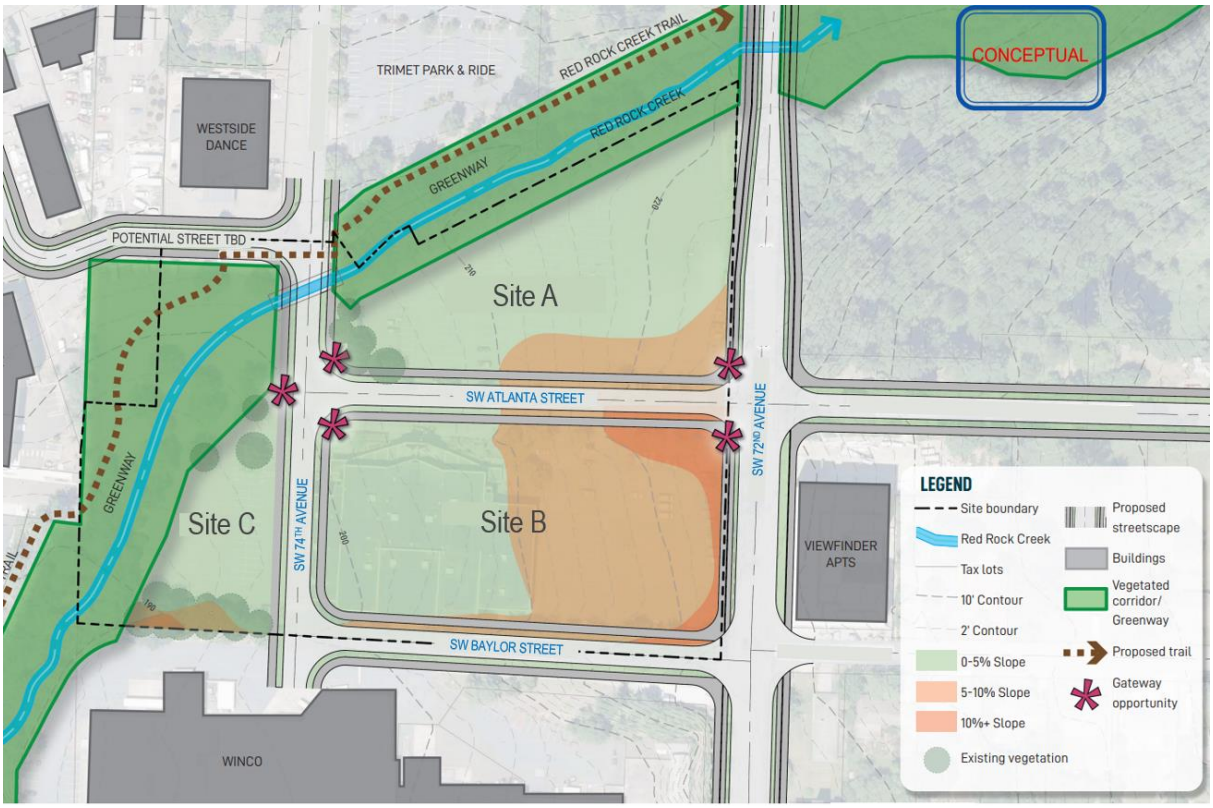
TCDA wishes to collaborate with private sector partners in realizing this vision. The partner will redevelop a portion of the Tigard Cinema site into a mixed-use development adjacent to the future park. The building(s) should include housing for a variety of household incomes and ground floor uses that serve the district and community. The partner will also build out transportation infrastructure to advance connectivity. TCDA envisions planning and designing the park during the development of the mixed-use sites, with input from the developer. TCDA plans to construct the

park improvements soon after the mixed-use buildings' completion.

Working Concept for the Cinema Property

The working concept shown in Figure 1 below is conceptual; TCDA is open to innovative ideas from development teams that respond to this RFQ about how to configure the Cinema property. Once the selected developer and TCDA agree to a site configuration, and assuming the developer will acquire the site, TCDA plans to complete the necessary lot line adjustments.

Figure 1. Tigard Cinema Property Concepts



Components of the Cinema Property

The future components of the Cinema property are as follows:

Red Rock Creek Greenway and Trail
Primary responsible party: City/TCDA
The City/TCDA envision Red Rock Creek as an important natural area that will be in close proximity to a future City public park. Phase 1 of the Red Rock Creek Stabilization and Enhancement Project—which will ultimately provide new stormwater and sewer facilities as well as a restored creek and natural area throughout a 1.5+ mile project extent—is currently under construction in the Triangle and is expected to be complete in late 2026. Phase 1 of the project runs from just downstream of SW Dartmouth Street (near Crystal Lake) upstream to SW 72nd Ave.

The City anticipates adding other greenway and trail improvements to this enhancement project at a later date.
https://www.tigard-or.gov/Home/Components/RFP/RFP/188/199

Sites A, B, and C
The size, dimensions, and location of Sites A, B, and C are conceptual only, and are based on TCDA's analysis of the site to date. As stated above, TCDA looks forward to refining the design of the Cinema property—including specific sites—with the selected development team in the future. At least one site will contain a future City Park. Preliminary measurements for net buildable area of these sites is: A - 2.18 acres; B - 2.64 acres; and C - 0.78 acres.

City Park
Responsible Party: City/TCDA
Location: Site A, B, or C; or other, to be jointly determined by TCDA and selected developer. The future City Park will be classified as a neighborhood park and be at least 2.0 acres in size. While some of the City/TCDA conceptual planning conducted to date assumes that Site A will be the park site, the final location will be jointly determined. Public engagement conducted by the City identified the following as top priorities for the Park: walking and biking trails, a playground, picnic areas with tables and shelters, and a natural/native plant green space. The City also evaluated the potential for the park space to include plaza and community garden space.

Mixed-Use Development Site(s) / Mixed-Use Development Projects
Responsible Party: Selected development team
TCDA envisions the selected mixed-use development team leading development of one or more sites. These may be sites A, B, and/or C as identified above; or other sites that are jointly determined by TCDA and selected developer. Surveys conducted by the City indicate that the public's priorities for mixed-use development here are entertainment options, food options, community spaces, and housing—all in order to complement the future neighborhood park. The City is also open to other uses that would add to the Triangle's mixed-use nature, including office/employment.

City Streets

TCDA envisions the selected development team helping to build and/or finance some or all of the streets and in-street utility infrastructure shown in Figure 1, along with future mixed-use development. The street extensions will significantly improve access and connectivity, consistent with plans for the Triangle. The design, financing, and construction of the streets should incorporate the following concepts:

- Right of way requirements included in the City's Transportation System Plan (TSP). The current TSP calls for improvements to SW 72nd Avenue, and three public streets crossing the Cinema property. The TSP update, which will occur in 2026 and 2027, will include a reassessment of these planned streets. The TSP update, as well as analysis and negotiations between TCDA and

the selected development team, could result in redesign, reconfigurations, or eliminations of one or more of these streets.

- Improvements that enhance the pedestrian experience and interaction between mixed-use development and park space, potentially including expanded sidewalks/hardscape areas, lighting, street furniture, wayfinding, and other public amenities.
- Some additional parking for the City park. (The City's park standards do not *require* additional parking for neighborhood parks; however, the City seeks to ensure a high level of accessibility to this park.)
- While construction of streets concurrent with mixed-use development is ideal, the City will also consider alternative financing and implementation strategies such as the creation of local improvement districts or reimbursement agreements that result in construction of certain streets in the future.

The streets that the development team may build are shown in blue text in Figure 1. TCDA believes that the development team should prioritize construction of these streets in the following order:

- SW 72nd Avenue: Frontage (half street) improvements for this arterial; see additional information below.
- SW Atlanta Street on the Cinema property: Collector street, 64' right of way.
- SW 74th Avenue on the Cinema property: Collector street, 70' right of way.
- SW Baylor Street: Half-street improvement, local street, 54' right of way.

SW 72nd Avenue. The planned profile for the full right of way includes two travels lanes, one turn lane, a cyclotrack, on-street parking, and sidewalks (90' right of way, reduced to 54' where 72nd Ave crosses Red Rock Creek.) The section of SW 72nd Ave from Highway 99W to SW Dartmouth has a recently completed 30% design (see Appendices).

Tigard Cinema Sign

The structure of the former Tigard Cinema sign remains and is located on Highway 99W, outside of the boundary of the Cinema property. In the near to medium term, this sign could direct passers-by towards the park, greenway, mixed-use development on the property, or other features. In the longer-term, following the planned reconstruction of SW 74th Ave, this sign is potentially re-usable, subject to City/ODOT intersection standards, or may need to be demolished or rebuilt in a different location.



Mixed-Use Development Site(s): Goals

The Development Team's Scope of Work

TCDA is seeking a development team capable of completing the following work:

- Cinema property: Concept Design refinement
    - With the City/TCDA, collaboratively design the Cinema property, including the alignment of city streets, and the location and dimensions of the park site and mixed-use development site(s). (The City/TCDA will then design and build the park.)
- Mixed-Use Development
    - Design, permit, finance, and build one or more mixed-use developments on the mixed-use development sites, which are consistent with the Program, Density, Design, and Sustainability goals below.
- City Streets
    - Design, permit, finance, and build as much of the transportation infrastructure within and adjacent to the Cinema site as possible. See the "City streets" above.
- Work with TCDA to negotiate and execute the development agreements necessary to make the above work possible.
- With the City/TCDA, communicate about the project benefits and process with key elected leaders and project stakeholders.

Program, Density, Design, Sustainability

The City's program, density, design, and sustainability goals for the mixed-use development sites are:

- Housing with a variety of price points, including market-rate housing and workforce (e.g., affordable to households earning 60% to 120% AMI) housing. The City is also open to affordable housing (e.g., 60% AMI and below), and to other uses that would add to the Triangle's mixed-use nature, including office/employment.
- A distinctive design with activated ground-floor commercial spaces and a creative and visually stimulating public realm.
- Commercial spaces that could help activate the site and the future park and complement the existing commercial activity in the district. The community has expressed preferences for food and entertainment options and community serving spaces.
- Sustainable development practices addressing energy use and greenhouse gas emissions.

TCDA Revenue

TCDA is seeking mixed-use development projects that will generate property tax revenue, and preferably, revenue via the sale or lease of the mixed-use development sites. TCDA expects to use

revenue generated via property taxes, and land sales or leases, to support construction costs of various public improvements and infrastructure in the Triangle. While the City is willing to provide certain development incentives such as the property tax incentives described below, over the long-term, mixed-use development here is expected to generate property tax revenue.

TriMet Property

TriMet, the Portland region's transit agency, owns the 2-acre Tigard Park and Ride property, which is adjacent and immediately north of the Cinema property. Zoned Commercial (COM), the TriMet property can support a range of uses, including mixed-use residential, and TriMet's goal is to see it built out as transit-oriented development (TOD), consistent with the agency's TOD Guidelines. To this end, TriMet has initiated a planning process to determine what could be built. Analysis of this park-and-ride and another location in Beaverton is forecast to start in the fall and will include community engagement, existing conditions analysis, site planning, and other development due diligence. The planning work will also assess whether an application to re-zone the site would be beneficial in supporting development viability.

TriMet's property is not part of the mixed-use development sites that may be conveyed to developers as a result of this RFQ process; however, it may be related in the future due to its proximity and compatible vision. TCDA encourages interested parties to find out more about TriMet's process on its website at https://trimet.org/tod/. Details of the TriMet property are online here: https://gisims.co.washington.or.us/GIS/index.cfm?id=20&sid=3&IDValue=1S136DB02603

Cinema Property Information

History

Based on a review of historical aerials, the Cinema property was vacant agricultural land until the 1950s, after which it was developed as a drive-in movie theater. The property remained a drive-in until the late 1980s when the Tigard Cinema multiplex theater was built. The theater closed in 2022 and the building was demolished by the previous owners (PacTrust) in 2023. It is currently being used for off-site parking and construction storage.

Parcels, Tax Lots, and Current Use

Address

11626 SW Pacific Highway, Tigard, OR 97223
Google maps link: https://maps.app.goo.gl/wvuAKT77ta4wJ2m89

Parcels/Tax Lots

Parcel Name and Notes	Owner	Size	Tax Lot ID and Washington County GIS Link
Cinema Property 11626 SW Pacific Highway, Tigard, OR 97223	TCDA	9.25 acres	1S136DC00500 Link
SW 74th Ave right of way. Includes Tigard Cinema Sign on Highway 99, which may be rebuilt or repurposed in the future to direct travelers to property.	TCDA/ City of Tigard	0.79 acres	1S136DB02503 Link
Red Rock Creek Greenway Area; undevelopable; no address	TCDA/ City of Tigard	0.35 acres	1S136DC00502 Link

Cinema Property: Current Use
Vacant commercial land.
Currently being used as off-site parking for Costco employees and construction staging and storage for the Red Rock Creek Stabilization and Enhancement project. Costco employee parking is a short-term use and will end prior to the development of the Cinema property. The Red Rock Creek Stabilization and Enhancement project is estimated to be complete in late 2026.
https://www.tigard-or.gov/Home/Components/FacilityDirectory/FacilityDirectory/181/426?npage=2

Existing Improvements
Asphalt paved parking surface (Cinema building removed in 2023)

Zoning and Development Code

Zoning
Triangle Mixed Use (TMU)
The TMU zone is intended to facilitate an active, urban, multimodal, and mixed-use district that accommodates a variety of housing options and uses, promotes pedestrian-oriented development, and limits new auto-oriented development. Development within the TMU zone is subject to the Tigard Triangle Plan District. Building maximum height is six stories and there is no maximum density. There is no minimum parking requirement in the TMU zone.

Development within the TMU zone is governed by Tigard Triangle Plan District (Chapter 18.60).

The TMU zone has a streamlined process ("the lean code") for land use approval.

Size of Mixed-Use Development Sites

The final size of the mixed-use development site(s) will be determined via negotiations with the selected development team but is likely to be between 3.0 and 3.5 acres. The City will perform the necessary lot line adjustments.

Access
There are currently two driveways that provide access to the Cinema property. The first provides access from SW 72nd Ave. The second is SW 74th Ave, which provides access from Highway 99W.

Technical and Engineering Information

ALTA Survey and Title Report
An ALTA survey from 2014 is included in the appendices, along with a 2025 title report.
Note that the ALTA survey encompasses the Cinema Property and the SW 74th Avenue right of way. The SW 74th Avenue right-of-way is owned by the City/TCDA but is not a part of the Cinema Property or the mixed-use development sites.

Topography
The site has moderately sloping topography downward to the southwest.

Floodplain Status
Not in a mapped flood hazard area.

Environmental
A Phase 1 Environmental Site Assessment was completed for the site as part of the TCDA acquisition process in 2025. The Phase 1 assessment revealed no Recognized Environmental Conditions (RECs) associated with the property. (See appendices)

Geotechnical
- A geotechnical report covering the entire site has not been obtained.
- The former footprint of the cinema building was backfilled with concrete debris from the building and then compacted, with documentation. (See appendices)
- A geotechnical report for the Red Rock Creek Stabilization project included five borings on the site. (See appendices)
- A geotechnical report for the SW 72nd Ave design project included one boring adjacent to the site. (See appendices)

Infrastructure
Existing infrastructure, in terms of streets, utilities, boundary lines, etc., is shown on the ALTA Survey completed for the Cinema property (see appendices).

Existing Utilities
Water, sewer, electric, gas, and fiber/telecom exist at the site. Additional capacity upgrades could be part of a new development approval process.

Stormwater	A stormwater culvert runs along the property from the northeast to the southeast. The Red Rock Creek Stabilization Project will improve the ecological function of the stream and will be designed to be stable with the contributing flows. Onsite stormwater quality treatment using low impact development approaches (LIDA) will be required, but private property owners within the Regional Stormwater Strategy Area that pay a fee in-lieu to support the instream work will not be required to provide detention facilities to meet hydromodification requirements.
Sanitary Sewer	• 10" sanitary main runs from the northeast to the southwest along Red Rock Creek (partially rebuilt in 2026) • Sewer lateral to main runs from the former Cinema building site • 8" sewer line runs in 72nd Ave adjacent to the site
Water	Served by Tualatin Valley Water District. The water line onsite is 6" ductile iron installed in 1987.

Deal Terms and Development Incentives

TCDA will consider providing the following incentives as part of the development process. All final deal terms will be negotiated with the selected developer.

Land transaction terms

TCDA anticipates holding the mixed-use development sites and transferring them to the selected developer once entitlements and development agreements are completed, thus reducing developers' risk and holding costs. While TCDA assumes it will sell the mixed-use development land to the selected developer, TCDA will entertain land sales, leases, or other types of land transfers. TCDA has the capacity to adjust the land sale or lease price below market value in recognition of developer's investments in streets, infrastructure, and the provision of other public benefits.

Entitlement, Planning, and Funding Support

TCDA will work collaboratively with the developer during the entitlement process. The City/TCDA will perform the lot line adjustments necessary to create the mixed-use development sites. TCDA can provide letters of support and potentially other assistance to the selected developer as they pursue other, third-party funding sources such as impact investments. The City/TCDA plans to champion this project and will consider other types of support.

Vertical Housing Development Zone (VHDZ)

The property is eligible for the Vertical Housing Development Zone (VHDZ) incentive which provides an abatement of up to 80 percent on the value of the improvements over 10 years for multi-story,

mixed-use projects in which at least 50 percent of the project's ground floor fronting the primary public street must be committed to non-residential use. There is no affordability requirement associated with the VHDZ program. See: https://www.tigard-or.gov/business-development/economic-development/resources-for-businesses/grants-incentives-financing/vertical-housing-development-zone

Opportunity Zone (OZ)

The site is currently within a federally designated Opportunity Zone, and we expect it to be an OZ in the future. The city has submitted an application to the State to be designated as an Opportunity Zone 2.0. The State of Oregon is now reviewing applications and will publish its list of OZs by the end of September 2026. The US Treasury department will then review and adopt the OZs, which will go into effect on January 1, 2027.

The Triangle is well aligned with State and Federal OZ goals, which call for OZs to be located where they can drive real, measurable improvements in housing, jobs, and infrastructure.https://www.oregon.gov/biz/programs/opportunity_zones/pages/default.aspx

Systems Development Charges (SDCs)

Prior to its acquisition by TCDA, the property was a multiplex cinema with 11 screens. TCDA's understanding is that because of the significant number of trips associated with the prior use, the future amount owed for the Washington County Transportation Demand Tax (TDT) and Tigard Transportation System Development Charge (TSDC), may be significantly reduced.

Consistent with City and Washington County code, the City can provide SDC credits for approved transportation and park improvements made by the selected developer.

Tax Increment Financing (TIF)

The site is within the Triangle TIF District. Finances for the district are currently constrained, however there could be funding to support project infrastructure.

Affordable Housing Incentives

Park and Tigard Transportation SDC exemptions are available for qualified affordable housing units (defined as regulated units affordable to households earning 80% AMI or below, with a 20-year minimum affordability period). There are also property tax exemptions for non-profit housing that serves households earning 60% AMI and below. The City of Tigard has no inclusionary zoning or baseline affordability requirement; however, as stated elsewhere in this RFQ, the City's goal for the property is for a mix of housing at a variety of price points.

Qualified Census Tract (QCT)

The property is located within a HUD-designated QCT. Low-income housing tax credit (LIHTC) properties in QCTs are qualified to increase their eligible basis by up to 30 percent for new construction and rehabilitation costs. (Link to QCT mapping tool.)

Other Incentives

As mentioned above, the TCDA is open to supporting the selected development team's pursuit of additional, third-party grants, loans, and other incentives. The City actively monitors external funding sources that could be applicable, such as the State's MIRL program, OCF Building Hope Fund, and others. Additional information about grants, incentives & financing available in Tigard can be found here: https://www.tigard-or.gov/business-development/economic-development/resources-for-businesses/grants-incentives-financing

Process

What the City/TCDA is Seeking

The City/TCDA is seeking a highly qualified real estate development team capable of achieving the Mixed-Use Development Site Goals described above, and to the extent possible, helping TCDA to further the vision and objectives described above for the Triangle and Cinema property. Through this document, the City/TCDA is asking development teams to submit materials that describe their vision for the mixed-use development sites and how that aligns with the City's visions, the relevant experience and qualifications of their key staff and team, references, and other information described below.

Team Composition
Each development team should be led by a real estate development firm or organization. This development firm is the only firm that must be part of a response to this RFQ.

In addition to this lead real estate development firm, development teams may also include supporting firms that may be necessary to support the development, such as additional specialist real estate development firms, or experts in urban design/architecture, public engagement, engineering, or other expertise. The City/TCDA defers to each team to determine the composition of their team and recognizes that the subconsultants and subcontractors can be added to and removed from teams as work proceeds.

The ideal development team would have the following types of experience and attributes:

- Public private partnerships
- Projects of similar scale
- Mixed-use development
- Mixed-income projects that are consistent with the Goals identified above

- Projects that built or enabled extensive City streets and other infrastructure
- Capacity to engage with engage and interact with a range of stakeholders, including City staff, TCDA Board/City Council, and Tigard residents.

Overview of the Next 12 to 18 months

TCDA anticipates a multi-step process in order to select a preferred development partner, complete the necessary due diligence, and execute a development agreement. TCDA expects this process to begin with this RFQ and proceed as shown below; however, TCDA reserves the right to modify this process as necessary.

1. **RFQ / Qualifications phase.** During late summer 2026, the TCDA plans to release this RFQ, receive submittals, and select a short list of development teams. Virtual or in-person interviews may be conducted during this phase. The goal is to short-list approximately three teams. The following are not desired or required as part of this RFQ: Detailed site plans, 3D renderings, pro forma financial analysis, or other detailed, site-specific analyses.
2. **Additional Information / Proposals Phase.** During fall or winter 2026, the City plans to request additional information from the short-listed development teams. Requests for additional information will only be sent to a short list of development teams identified as most qualified through their submitted SOQs. In this request, the TCDA will be asking for more detail about the teams' vision for the Cinema property and proposals for the mixed-use development sites, including proposed preliminary schematic design, financial analysis/pro forma, deal structure proposals, and timing. The TCDA expects to provide additional information to developers in order to inform their analysis, and to conduct interviews during this phase.
3. **Developer selection.** Following review of additional information and interviews, TCDA plans to select a preferred development partner with which to proceed with additional due diligence, concept planning and outreach for the Cinema property, entitlement, and ultimately development of the mixed-use sites. It is possible that TCDA will select multiple development partners, if each has the capacity to build something unique.
4. **Due Diligence, Design, and DA Negotiation.** The TCDA expects to enter into an Exclusive Negotiating Agreement (ENA), Memorandum of Understanding (MOU) or other similar agreement with the preferred development partner during late 2026 or early 2027, prior to a binding negotiated development agreement in 2027. TCDA anticipates finalizing the property interests of the mixed-use sites, and would want the selected developer to break ground in the near future, potentially in 2028.

While the above reflects TCDA's current anticipated process for the site, TCDA reserves the right to change any and all aspects of the process.

RFQ Process: Key Dates

TCDA's intent is to make the RFQ preparation process as straightforward as possible in order to manage the level of effort required and encourage submittals from the best-qualified teams.

The RFQ selection process is designed to identify development teams with vision for the mixed-use development sites that are aligned with the City's vision and with that the *qualifications* to develop the sites—as demonstrated by the development team and resumes, and experience on comparable projects. Statements of Qualifications (SOQs) meeting or exceeding the criteria will be evaluated by an evaluation committee, made up of representatives of the TCDA and its advisors ("Evaluation Committee"). The RFQ schedule is summarized below.

RFQ Published		Wednesday, August 5, 2026
Informational Session & Site Tour (Optional) Burgess Community Room, Tigard Public Library 13500 SW Hall Blvd, Tigard, OR 97223	1:30 PM	Wednesday, August 26
Final day to submit questions to City	4:00 PM	Thursday, August 27
Answers posted to City web site	4:00 PM	Thursday, September 3
Developer SOQ Submissions Due	**4:00 PM**	**Tuesday, September 15**

Contact Information

Direct questions about the Cinema Property and Process to:
Sean Farrelly, Redevelopment Manager, City of Tigard, (971)268-0980, sean@tigard-or.gov

RFQ Response Requirements

Statements of Qualifications (SOQ) submitted in response to this RFQ should be organized as shown below. Note the page limits for the overall SOQ and individual sections.

Section	Page Limit
Cover Letter	1
Cover (Optional)	1
Table of Contents	1
Executive Summary and Project Vision	3
Development Team	8
Experience with Comparable Projects	10

References	1
Total	**25**

1.Cover Letter

A letter of introduction signed by the principals of respondent firms indicating:

- Location of principal offices
- Form of organization (corporation, partnership, LLC, etc.)
- Years the firm(s) have been in business under their current name(s)
- Other names under which the firm(s) have operated
- Primary contact information including name, mailing and e-mail addresses, and phone numbers for each team member
- The signature of an authorized agent of the Developer declaring that the Developer will, if selected, negotiate in good faith with the TCDA according to the terms of the RFQ.

2. Cover (Optional)

3. Table of Contents

4. Executive Summary and Project Vision

Include the following:

- **Preliminary Project Vision,** including how your team's vision is consistent with, adds detail or nuance to, or differs from the City's vision for the mixed-use development sites and Cinema property. Your vision may include the approximate amount or range of housing units you would seek to build; the amount and types of commercial space; your desired relationship between mixed-use development and other parts of the Cinema property; the scale of buildings/number of floors; comparable projects that your team has built that provide certain precedents; or other aspects of the development process or projects your team would seek to build at the mixed-use sites. TCDA recognizes that your team's project vision could change over time, subject to additional due diligence and other factors.
- **Key Challenges** that your team believes could impede achieving the vision, and if possible, how your team and TCDA might address and overcome these challenges.
- **Preliminary deal structure or development incentives** that you believe would likely be critical to developing successfully at the mixed-use sites.
- **Other information** you believe is important for TCDA to consider.

5. Development Team and Resumes

- Team Organization
    - An organization chart or list of the firms or individuals that make up the team
    - Roles of each of the firms or individuals on the team
    - Name of the lead developer

    - Names of the key points of contact at the lead development firm
    - Short firm introductions
    - Other relevant information
- Resumes
    - Resumes for key project staff; 1-page or ½ page resumes are preferred.
    - Include a brief bio, years of experience, qualifications, description of their roles on this project, and relevant experience from past projects.

6. Experience with Comparable Projects

- Provide information about up to 8 comparable projects that have been completed or are underway, by members of your development team.
- Project information
    - Project name
    - Location / address
    - Role of development team members
    - Year built, or status if under construction or other
    - Key similarities to this project
- Development scope
    - Land area (acreage)
    - Gross square footage of development
    - Residential unit count by market-rate, workforce, and affordable units
    - Gross square footage of commercial space including breakout by retail/commercial, office/employment, or other uses
    - Key commercial tenants
    - Number of stories
    - Approximate project value at completion
    - Other community benefits
    - 1 to 4 project images such as photographs, renderings, or site plans
- Entitlement process and deal structure
    - Name and role of 1 to 3 key public agencies involved, particularly for public-private partnerships in which public agencies conveyed land, provided certain development incentives, or otherwise participated.
    - Development incentives utilized by the development team, including but not limited to those listed in the Deal Terms and Development Incentives section above.
    - Types of community engagement completed by the development team
    - Did the team execute a development agreement for this project?
    - Did the team secure a prevailing wage rate determination from BOLI for this project?

7. References

- Include 5 references, including at least 1 reference employed at a city or other public agency
- References should be associated with Comparable Projects described in the previous section

- Name, title, organization, phone number, and email
- Reference's role on project
- Development team members' roles on project, if not highlighted in Comparable Projects section above

Submission Format

Responders must submit one (1) electronic copy in portable document format (pdf).

Submit Statements of Qualifications (SOQs) to: sean@tigard-or.gov

Evaluation Criteria

TCDA will review all complete responses submitted by the deadline. TCDA reserves the right to reject incomplete or late submittals.

TCDA will review responses in order to determine how each team's vision and qualifications enable it to achieve the Mixed-Use Development Site Goals described above, whether the team's qualifications are consistent with the "What the City is Seeking" section, and to the extent possible, if the team has the capacity to help TCDA to further the vision and objectives described above for the Triangle and Cinema property. SOQs will be scored as shown below.

Section	Score
Cover Letter	-
Cover (Optional)	-
Table of Contents	-
Executive Summary and Project Vision	10
Development Team	20
Experience on Comparable Projects	20
References	Tie breaker only
Total	**50**

Terms and Conditions

1. GENERAL CONDITIONS

The TCDA reserves the right to modify these provisions prior to selection of a short list of firms, if it determines modifications are appropriate.

A. Limitation and Award: This RFQ does not commit the TCDA to select a short list, make a final selection, or pursue future negotiations. Neither the TCDA, nor its agents, are liable for any cost incurred by firms prior to execution of any agreements. All firms who respond to this RFQ do so solely at their own cost and expense. The cost of preparation of a submittal and any related expenses, including travel, shall be entirely the responsibility of the firm.

B. Conflict of Interest: All persons or entities submitting certify that neither the City of Tigard/TCDA, nor any of its officers, agents or employees, has a pecuniary interest in the statement of qualifications or has participated in contract negotiations on behalf of the City of Tigard/TCDA; that the SOQ is made in good faith without fraud, collusion, or connection of any kind with any other development firm for the RFQ; and the firm is competing solely on its own behalf without connection with, or obligation to, any undisclosed person or firm.

C. RFQ responses and all other information must be received by the City of Tigard/TCDA on or before the deadline established by the City of Tigard/TCDA. Responses and other information received after such deadline will not be considered. Responses and acceptance of an interview may be withdrawn at any time.

2. RIGHTS RESERVED BY THE CITY OF TIGARD/TOWN CENTER DEVELOPMENT AGENCY

A. The City of Tigard/TCDA will determine, in its sole discretion, the responsiveness of each SOQ to this solicitation.
B. The City of Tigard/TCDA and its advisory team reserves the right to request additional information from any and all firms to clarify information contained in SOQs.
C. The City of Tigard/TCDA and its advisory team reserves the right, at its sole discretion, to accept or reject any and all SOQs received as a result of this solicitation, to waive minor irregularities, and to conduct discussions with all responsible firms, in any manner necessary, to serve the best interest of the City of Tigard/TCDA.
D. The City of Tigard/TCDA and its advisory team reserves the right at any time either before or after SOQs are submitted to specify additional terms and conditions.
E. The City of Tigard/TCDA and its advisory team reserves the right, at any time and in its sole discretion, to terminate the selection or terminate negotiations with the selected firm and in its sole discretion to select another firm or enter into a new selection process.

3. EQUAL OPPORTUNITY POLICY

The City of Tigard/TCDA requires all responding firms to comply with the City of Tigard's equal opportunity policies. The city's programs, services, employment opportunities, and volunteer positions and contracts are open to all persons without regard to race, religion, color, national origin, sex, sexual orientation, age, marital status, handicap or political affiliation. A copy of the city's policy is available upon request.

4. PUBLIC RECORDS

All information submitted by firms shall be public records and subject to disclosure pursuant to the Oregon Public Records Act (ORS 192.311 et seq.). Any portion of a submittal that the firm claims constitutes a "trade secret" or is "confidential" must meet the requirements of ORS 192.345(2) and ORS 192.345(5). SOQ submitter must clearly identify such material, by marking it "CONFIDENTIAL."

Information submitted by firms is not open for public inspection until after the successful firm has been selected. Except for exempt materials, all information submitted by firms will be available for viewing after the evaluation process is complete.

The City of Tigard/TCDA reserves the right to release information requested to be kept confidential if, in its sole discretion, such release is consistent with the provisions of the Oregon Public Records Act.

Appendices: Additional Information

The following is a partial list of relevant additional information. TCDA may make more resources available during and after the RFQ process. These documents can be downloaded with this link: RFQ Appendices

A. ALTA Survey. Note that this survey covers both the Cinema property and the adjacent SW 74th Avenue right of way.
B. Title Report
C. Phase 1 Environmental Site Assessment
D. Cinema Site Concept, Greenworks for City of Tigard.
E. Geotechnical reports
    a. Completed for the Red Rock Creek Stabilization project, including five borings on the site.
    b. Completed for the SW 72nd Ave design project, including one boring adjacent to the site.
    c. Completed for the backfill of theater building footprint
F. TCDA / City of Tigard Planning Documents
    a. Tigard Triangle Urban Renewal Plan, 2021 https://www.tigard-or.gov/home/showpublisheddocument/1590/637707488679370000
    b. A New Tigard Triangle: Planning for Equitable Development, 2020
    c. Tigard Triangle Strategic Plan, 2015 https://www.tigard-or.gov/home/showpublisheddocument/1985/637781772680470000

AIS-6271 **1. B.**

Business Meeting

Meeting Date: 09/01/2026

Length (in minutes): 20 Minutes

Agenda Title: Feasibility of Establishing a Senior Advisory Board

Authored By: Nicole Hendrix

Presented By: Assistant to the City Manager Hendrix

Item Type: Update, Discussion, Direct Staff

Information

Explanation of Issue

As part of City Council discussion about bylaw standardization, Council members expressed interest in the potential establishment of a Senior Advisory Board to provide a formal avenue for seniors to advise the Council on issues. The Council directed city staff to explore nearby examples, the feasibility of creating this board, and to return with additional information and a recommendation.

Action Requested

Staff asks the City Council to receive this report and provide direction on the creation of a new Senior Advisory Board.

Background Information

The City team currently uses several avenues to engage with and support senior residents. Staff meet regularly with the Senior Center staff to understand support needs and help promote senior activities. The City also maintains a dedicated webpage for the Senior Center and uses our social media channels to promote upcoming senior events and resources. Additionally, the Tigard Public Library and the Parks and Recreation division provide programming for a variety of ages, including seniors. These touchpoints allow us to gather feedback from the senior community to continue to improve their experiences.

As requested by Council, the City team reviewed nearby examples of senior advisory committees and found four examples managed by independent organizations and three examples in Sherwood, Beaverton, and Lake Oswego where cities manage an advisory committee. Their missions and additional information for each of those committees is attached to this agenda item.

A main consideration in reviewing the feasibility of a new board is staff capacity. Establishing and maintaining a new board would require ongoing staff support for meeting logistics, recruitment, member management and communications, onboarding, meeting preparation, volunteer tracking, minutes, and more. Staff currently does not have the capacity to support a new senior advisory committee.

Alternatives & Recommendation

Given current efforts by the City to connect with and provide resources to seniors, along with the limited staff capacity to support a new board, the staff recommends continuing use of existing avenues and exploring other ways to incorporate senior representation into policy issues rather than creating a new board.

One alternative way to continue to build opportunities for senior advocacy includes asking the Committee for Community Engagement (CCE) to include seniors as a demographic that should be represented in their equity evaluation of each agenda item. The Committee plans to use a standard set of questions to apply an equity lens to their agenda items, and will identify the populations that should be considered in that evaluation. Including seniors is one additional way to ensure that population is represented and considered in all conversations that come before the CCE.

If Council wants to proceed with the creation of a new Senior Advisory Committee, staff would come back for an additional conversation to ask Council to consider trade-offs of what staff should stop doing in order to pursue the creation of a new board.

Additional Resources

Tigard Senior Center information hosted on City of Tigard website: Tigard Senior Center | City of Tigard

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Attachments

Examples of Senior Advisory Committees

Examples of Senior Advisory Councils in Region

Name	Area Served	Mission	Organizing Entity	Link
Sherwood Senior Advisory Board	Sherwood	Serves as an advisory board to the City Council and city administration on senior services programming, policies, planning, and management.	City of Sherwood	Senior Advisory Board - City of Sherwood
Beaverton Committee on Aging	Beaverton	To discover and examine the issues and concerns of the aging population in the City of Beaverton and offer representation, information, and education regarding these issues.	City of Beaverton	Beaverton Committee on Aging | Beaverton, OR - Official Website
Age-Friendly Advisory Council of Portland and Multnomah County	Portland and Multnomah County	To meet the needs and engage the strengths of all citizens toward the goal of building a community for all ages, working in concert with the City and County Commissioners and Bureaus/Departments, as well as the private and non-profit sectors and community members themselves, to implement the City's and County's Action Plan(s) for an Age-Friendly Portland and Multnomah County.	Independent, works with Portland State University Institute on Aging	Welcome! | Age Friendly Portland
Washington County Aging and Veteran Services Advisory Council	Washington County	Advises DAVS' work in addressing the needs of older adults and those who support them (their families and caregivers), as well as veterans and their dependents.	Washington County Disability, Aging and Veteran Services	Advisory Council | Washington County, OR
Tualatin Aging Task Force	Tualatin	From Valley Times article (no website): An advisory group that advocates for improved transportation, sidewalks and other services for seniors.	Independent	No website. Tualatin Aging Task Force
Wilsonville Senior Advisory Board	Wilsonville	The Wilsonville Senior Advisory Board is an independent, not-for-profit organization called Wilsonville Community Seniors, Inc. The Board of Directors of this organization consists of	Independent non-profit. Coordinates with	Wilsonville Community Seniors, Inc |

		members who serve in an advisory capacity to the City of Wilsonville on matters effecting senior programs, services, and facilities. This is not an official city board, in that its members are not appointed by the mayor and City Council, they are elected by the participants in senior programs at the Community Center.	Wilsonville Parks & Recreation	City of Wilsonville Oregon
Lake Oswego Community Health and Resiliency Advisory Board	Lake Oswego	(Replaced 50+ Advisory Board) Makes recommendations to the City Council on matters relating to mental health, social connectedness, agency, thriving, belonging, and emergency preparedness.	City of Lake Owego	Community Health and Resiliency Advisory Board | City of Lake Oswego

AIS-6217 **5. A.**

Business Meeting

Meeting Date: 09/01/2026

Length (in minutes): Consent Item

Agenda Title: Consider Approval of an Updated Intergovernmental Agreement (IGA) with Clean Water Services

Authored By: Brian Rager

Presented By: City Manager Rager

Item Type: Motion Requested

Information

Explanation of Issue

Council will consider approval of an Intergovernmental Agreement (IGA) with Clean Water Services (CWS) related to sanitary sewer and storm water management. This IGA will replace the existing agreement for all cities in Washington County.

Action Requested

Approve the IGA and authorize the City Manager to execute the agreement.

Background Information

The council was briefed about this IGA at their July 28, 2026, meeting.

The key updates to the Operating IGAs are:

- Creating an even more collaborative relationship.
- Providing the Co-Implementers with greater clarity around expectations for sanitary sewer and stormwater management within their jurisdictions.
- Including the opportunity to do subbasin planning and define roles for coordinating with CWS.
- Clarifying asset ownership and maintenance responsibility and methodology for asset transfer.
    - Example: After an annexation.
- Updating the fee structure for utility billing and permitting. This will include payment to cities for their collection of the regional component of the rates on behalf of CWS.
- Updating operating procedures for dispute resolution, amendments, governance, termination, and indemnification.
- Meeting annually for more efficient coordination and communication.

The IGA has already been approved by the cities of Beaverton and Hillsboro.

Staff has reviewed the proposed IGA and recommends approval. The attached is still marked as "Draft" as there are a few minor details to finalize (such as dates). All substantive content is reflected in the attachment and will not change. Staff is requesting the council approve the IGA and authorize the City Manager to execute the IGA once those details are finalized.

Alternatives & Recommendation

The council could choose not to approve the IGA and direct staff to take other action.

Additional Resources

N/A

Attachments

Draft Tigard CWS IGA

Draft Tigard CWS IGA Appendix A

INTERGOVERNMENTAL AGREEMENT
BETWEEN CITY OF TIGARD AND CLEAN WATER SERVICES
REGARDING COOPERATIVE MANAGEMENT

THIS INTERGOVERMENTAL AGREEMENT ("Agreement") dated _____ is between the **City of Tigard**, a municipal corporation within the State of Oregon ("City"), and **Clean Water Services** ("District"), a county service district within the State of Oregon organized under Oregon Revised Statutes (ORS) Chapter 451 (together referred to as the "Parties"). This Agreement replaces the January 25, 2005 agreement between the City and the District including amendments dated May 16, 2005, June 14, 2005, March 17, 2006, July 1, 2008, July 1, 2009, July 2, 2012, and March 7, 2017.

I. RECITALS

A. The District has the legal authority for the Sanitary Sewer System and Stormwater and Surface Water System within its service boundaries consistent with relevant laws, rules, and agreements.

B. The City has certain legal authority to own, operate, and maintain the local Sanitary Sewer System and Stormwater and Surface Water System as provided for under its charter, relevant laws, rules, and this Agreement. The City performs a variety of functions including owning, operating, maintaining, and managing the local portions of the Sanitary Sewer System and Stormwater and Surface Water System as outlined in the Agreement. It is anticipated that this Agreement may periodically require updating or modification by agreement of the Parties as described in Section XII.E.

C. The City and District previously entered into an agreement for the cooperative management of the Sanitary Sewer System and Stormwater and Surface Water System and its subsequent amendments, which expired. The City and District agree this is a new Agreement that supersedes all past agreements and amendments.

D. The City and District recognize the Agreement describes a new and changing relationship. As such both Parties anticipate that the City and District will continue to strengthen their relationship, find efficiencies in the work they collectively conduct, and will identify and resolve new issues that may be added to the Agreement, as appropriate.

E. The District holds: 1) the integrated watershed-based National Pollutant Discharge Elimination System (NPDES) permit (Permit) that covers wastewater treatment, including four Water Resource Recovery Facilities, and sanitary and Stormwater conveyance covering the urbanized portion of the District's service area, and 2) the Municipal Separate Storm Sewer System (MS4) (as defined in the Permit) designed to collect or convey Stormwater that discharges to waters of the state and is not part of a sanitary conveyance.

F. The District is responsible for administering the Permit including reporting, compliance oversight, application for Permit renewal, and negotiating Permit conditions.

G. As a municipal corporation within the District's service boundaries, the City is a Co-Implementer of the Permit, and it must aid in implementation of the Permit. As a Co-Implementer, the City has certain delegated legal authority and responsibilities to perform operation and maintenance activities, programs, and projects related to the sanitary conveyance, Stormwater, and surface water management systems as identified within this Agreement referred to as "responsibilities."

H. The District and the City have enjoyed a strong and effective partnership that has greatly enhanced the protection of public health and the environment. In the spirit of collaboration and partnership, the Parties agree to work jointly toward compliance with the Permit, understanding that both agencies share goals of supporting development while achieving regulatory compliance, protecting public health and employee safety, and protecting and restoring the natural environment.

I. The City owns and is responsible for all the public Stormwater infrastructure within the incorporated limits of the City including infrastructure located within the public Right-of-Way (ROW), tracts, parcels, property, and Easements (granted to the City), unless otherwise mutually agreed by way of a separate written agreement, or in Appendix A.

J. The City owns and is responsible for the local public Sanitary Sewer System with pipe diameters generally less than 24 inches while the District owns and is responsible for public sanitary pump stations and pressure lines and conveyance lines 24 inches in diameter and greater.

K. The City and District have authority to enter into contracts for the cooperative financing and operation of service facilities under ORS 451.560 and ORS Chapter 190.

L. The City and Washington County are the entities responsible for floodplain management within the City boundary. The District and City will coordinate with the County where either entity is: 1) conducting work in the floodplain, or 2) conducting work that could alter the floodplain within the City boundary.

NOW, THEREFORE, in consideration of the covenants and agreements to be kept and performed by the Parties, it is agreed as follows:

II. OVERVIEW

The City and District share a common vision for serving the public through collaborative efforts to achieve positive environmental outcomes and regulatory compliance, maintain the safety of the public and staff; and ensure wise use of public funds. This Agreement guides the collaborative interaction between the City and District to accomplish common goals.

The District and City work collaboratively to communicate expectations, with the City responsible for implementing activities generally within the City, and the District providing support as requested for compliance with Permit conditions.

A. District Responsibilities

1. The District holds the integrated watershed-based Permit that covers wastewater treatment and conveyance and the MS4 systems designed to collect or convey Stormwater (e.g., storm drains, pipes, ditches) that discharges to waters of the U.S. and is not part of a sanitary conveyance.
2. The District retains the regulatory authority necessary to achieve compliance with the Permit. The District may establish Regional Programs to ensure compliance with Permit and program requirements.
3. The District is responsible for oversight and administrative support, and it will take appropriate action to ensure Permit compliance. It owns, operates, and maintains the Water Resource Recovery Facilities, portions of the public Sanitary Sewer System and Stormwater and Surface Water System within the unincorporated area of its service boundaries, and components associated with the Regional Program within the City Boundaries generally including, but not limited, to force mains, pump stations, and large diameter pipes equal to or larger than 24 inches.
4. The District will conduct master planning for the regional Sanitary Sewer System. The District agrees to accommodate review and input by the City during its plan development processes.
5. The District may conduct subbasin planning focusing on the development of ecologically based approaches that can support the Stormwater master planning within the City.
6. The District is responsible for capacity planning and modeling for projected changes to population, industry, and business growth that affect usage of sanitary sewer trunk lines conveying waste to the Water Resource Recovery Facilities.

B. City Responsibilities

1. The City is responsible for implementing Local Program elements, ensuring compliance, providing documentation for compliance reporting, and adaptively managing the City sanitary sewer and Stormwater management programs.
2. The City is responsible for complying with the Permit requirements and operating and maintaining the: a) local public Sanitary Sewer System, generally less than 24 inches in diameter; and b) Stormwater and Surface Water System, regardless of diameter, within the City boundaries.
3. The City is responsible for implementing City compliance programs for Development and environmental stewardship, in concert with the Permit; collecting fees and billing residents within the City; and will provide data to the District as needed for Permit compliance and reporting.
4. The City will conduct master planning for the Sanitary Sewer System and Stormwater and Surface Water System within the City boundary. The City agrees to accommodate review and input by the District during its plan development processes.
5. The City will make projections for population growth and industrial development to support the District's modeling of future regional capacity needs under Section II(A)(6) above.

C. District and City Responsibilities

1. The District and City will achieve compliance with Permit requirements by cooperatively implementing a regulatory approach that considers various factors including, but not limited to, geography, urban development patterns, treatment options, infrastructure, and capital improvement projects.
2. The District and City agree to facilitate the annexation of unincorporated parcels within the City's Urban Planning Area Agreement (UPAA). At the time of infrastructure transfer, the District and City will enter into an Infrastructure Transfer Agreement (ITA). The ITA will document the current condition based on mutually agreeable industry standards and projected remaining useful life of the asset as defined by the UPAA subcommittee of the Capital Improvement Program Prioritization (CIPP) committee. This information will be used in part to define the maximum District cost-sharing participation in the future replacement of that asset and will be reflected in the ITA or other agreed upon documentation.
3. The District and City each agree to do a cost of services analysis in support of their respective fee structures.

III. DEFINITIONS

This section defines terms that are commonly used throughout the Agreement. Terms defined herein will be capitalized throughout the document.

A. 1200-C, 1200-CN: 1200-C Construction Stormwater Series National Pollutant Discharge Elimination System General Permits issued by Oregon Department of Environmental Quality (DEQ) for the control of Stormwater associated with construction activities.

B. 1200-Z: Refers to the 1200-Z Industrial Stormwater National Pollutant Discharge Elimination System General Permit issued by Oregon DEQ for the control of Stormwater associated with industrial activities.

C. Board: The Board of Directors to the District, its governing body.

D. Capacity Management Operations and Maintenance (CMOM): A framework developed by the Environmental Protection Agency to establish an information-based approach to setting priorities for activities and investments in sanitary collection/conveyance systems. CMOM embodies many asset management principles as they apply to sanitary collection/conveyance systems such as defining goals, using an information-based approach to set priorities, evaluating capacity and taking steps to ensure it is adequate, developing a dynamic, strategic approach to preventive maintenance, and conducting periodic program audits to identify program deficiencies and ways to address those deficiencies.

E. City: The City of Tigard.

F. Co-Implementers: Local government partners that share responsibility with the District for implementing the NPDES Permit to maintain compliance with the Permit conditions. This includes Washington County, and the cities of Banks, Beaverton, Cornelius, Durham, Forest Grove, Hillsboro, King City, North Plains, Sherwood, Tigard, and Tualatin.

G. Connection (Sanitary Sewer System): The physical act or process of tapping a public sewer line, or joining onto an existing side sewer, for the purpose of connecting private plumbing or industrial systems to the public Sanitary Sewer System. Connection also means the increasing of fixtures or increasing the quantity or strength of the sewage discharge to the Sanitary Sewer System.

H. Connection (Stormwater and Surface Water System): The physical act or process of tapping a public Stormwater sewer line, or joining onto an existing side sewer, for the purpose of connecting private impervious surface or other Stormwater and surface water sources or systems to the public Stormwater sewer system; and shall also include the increasing of the quantity or strength of the Stormwater discharge to the Stormwater and Surface Water System. Connection to the Stormwater and Surface Water System also

shall mean the construction or creation of impervious surface, or other human activity that causes or is likely to cause an increase from the natural state of Stormwater runoff quantity or pollution, a decrease in water quality, or a combination thereof, to the Stormwater and Surface Water System.

I. Council: The Tigard City Council, the governing body of the City.

J. Design and Construction Standards (Standards): The administrative and technical requirements for development and construction activities that occur within CWS' jurisdictional boundary. The Standards can be developed either by the District or the City in accordance with the Permit requirements. The Standards address a range of topics including the design and construction of Sanitary Sewer Systems, Stormwater and Surface Water Systems, erosion control methods, and natural resources protection.

K. Development: As defined in the District's most current Design and Construction Standards as of the date of this Agreement (District Resolution and Order 19-5 as amended by District Resolution and Order 19-22, adopted November 12, 2019) inclusive of future amendments.

L. District: Clean Water Services.

M. Easement: An Easement is a legal right to occupy or use another person's land for specific purposes. The use of the land is limited, and the original owner retains legal title of the land.

N. Equivalent Dwelling Unit (EDU): An average number of fixtures (e.g., sinks) in a residence, which is used to estimate the strength and flow from any type of customer. EDUs are the basis for the base portion of the Sanitary Sewer System Development Charge or Service Charge.

O. Equivalent Service Unit (ESU): The average amount of impervious surface on a single-family residential property (currently equal to 2,640 square feet). Used to calculate the Storm and Surface Water System Development Charge and Service Charge.

P. Illicit Discharge: Any discharge to the municipal separate storm sewer system (MS4) that is not composed entirely of Stormwater, except discharges pursuant to an NPDES permit (other than the NPDES permit for the discharges from the municipal separate storm sewer); discharge resulting from firefighting activities; authorized under Schedule A.14.a.iv of the CWS 2022 permit (or any similar authorized updated by permits); or discharges otherwise exempted or authorized by DEQ.

Q. Industrial User: A user that introduces pollutants into the publicly owned treatment works from any nondomestic source regulated under section 307(b), (c), or (d) of the federal Water Pollution Control Act.

R. Industrial Waste: Any waste other than domestic waste. The following, without limitation, are nondomestic wastes: discharges from fire hydrant flushing; discharges from chlorinated water line flushing; discharges of pumped groundwater; discharges from aquifer storage and recovery flushing; Stormwater intentionally discharged to the

publicly owned treatment works; discharges from draining swimming pools, hot tubs, and spas.

S. Infrastructure Transfer Agreement (ITA): A document associated with the change of ownership describing the assets, location, date of transfer, reason for change of ownership, maintenance responsibilities, and the reason for and amount of money exchanged with the assets. The agreement will be memorialized in the Geographic Information System (GIS) platforms of the respective Parties.

T. Local Program: The portion of the Sanitary Sewer System, or Stormwater and Surface Water System, program of construction, operation, maintenance, and regulation within the District's service area which may be performed by the District or by a City, County, or by intergovernmental agreement. For the purpose of this Agreement, the responsibilities the City agrees to perform are identified in Appendix A.

U. Maintenance Hole: A structure that provides access to underground utilities for maintenance and inspection purposes (commonly known as a manhole and abbreviated "MH") and having the same meaning as used in the Permit.

V. Municipal Separate Storm Sewer System (MS4): As defined under Schedule D.14.d.xxv of the CWS 2022 Permit, or as otherwise updated by DEQ.

W. Nondomestic Waste Discharge Permit: A control mechanism issued by the District to regulate the discharge of nondomestic waste to the publicly owned treatment works. Nondomestic waste discharge permits include industrial wastewater discharge permits, wash water permits, best management practices permits, letters of authorization, and any document designated by the District as a nondomestic waste discharge permit.

X. Performance Standards: District performance and reporting requirements for certain work programs, including the operation, maintenance, and repair programs for the Sanitary Sewer System and Stormwater and Surface Water System within the District's jurisdictional boundary. The Performance Standards also include requirements for engineering, inspection, source control, and capital projects. The Performance Standards were adopted by District Resolution and Order 17-6 as amended by District Resolution and Order 18-11 on May 22, 2018, inclusive of future amendments.

Y. Permit: The District's watershed-based National Pollutant Discharge Elimination System (NPDES) permit, issued by DEQ, which regulates the discharge of pollutants into the Tualatin River watershed from the four Water Resource Recovery Facilities and the MS4.

Z. Regional Program: The responsibilities of providing broader services across multiple jurisdictions related to the Sanitary Sewer System and Stormwater and Surface Water System (e.g., permit compliance and oversight, training, basin planning, pump stations, and large diameter interceptors). For the purposes of this Agreement the Regional Program includes those responsibilities that the District agrees to perform: a) within the incorporated limits of the City identified in Appendix A, and b) outside the City within the District's service boundary.

AA. Right-of-Way (ROW): A strip of land acquired by the public for specific uses including roadways, bridge structures, public utilities, etc. Right-of-Ways are available for use by the public at large and are administered by the jurisdiction (City, State, or County) in which they lie.

BB. ROW Fee: Includes the following: franchise fees, ROW fees, ROW usage fees, privilege tax, or any other interchangeable term for a City-imposed charge for the use of the ROW in the City.

CC. Road: The area within the Right-of-Way that is intended for the operation of motor vehicles and bicycles where so marked.

DD. Roadside Ditches: Manmade ditches on one or both sides of roadways, within the road Right-of-Way and generally intended for the collection and conveyance of Stormwater runoff generated by the road and adjacent properties.

EE. Roadside Piping: Shallow pipes, inlets, or other associated structures on one or both sides of a Road, within the road Right-of-Way, which are generally at a similar grade as typical Roadside Ditches, and generally lack Maintenance Holes.

FF. Sanitary Sewer Overflow (SSO): A release of untreated or partially treated sewage from a municipal sanitary sewer.

GG. Sanitary Sewer System: All publicly owned treatment works, pumping or lift facilities, interceptor and main sewer pipelines, force mains, maintenance holes, laboratory facilities and equipment, and related facilities for the collection, conveyance, treatment, recycling, reclamation, and disposal of sewage, comprising the total publicly owned sanitary sewerage system, to which Stormwater, surface water, and ground water are not intentionally admitted.

HH. Service Provider Letter: A letter from the District, which specifies the conditions and requirements associated with vegetated corridors and Sensitive Areas necessary to issue a Stormwater Connection Permit pursuant to Ordinance 27 and the Design and Construction Standards.

II. Sewer Use Information Form: A form filled out for a nonresidential sanitary sewer permit and Certification of Occupancy submitted to the District to provide information needed to determine if a pretreatment permit is required consistent with procedures required by 40 CFR 403.8(f)(2).

JJ. Stormwater: As defined under Schedule D.14.d.xxxv of the CWS 2022 Permit, or as otherwise updated by DEQ.

KK. Stormwater Management Plan (SWMP): The SWMP, as approved by DEQ, describes the comprehensive structural and nonstructural best management practices, actions, control measures, and activities that are implemented by the District and Co-Implementers (through intergovernmental agreements) to reduce the discharge of pollutants from the MS4 to the maximum extent practicable in accordance with the terms of the Permit. The SWMP groups Stormwater best management practices into program areas that typically

include, but are not limited to, Illicit Discharge detection and elimination; industrial and commercial facilities; construction site runoff control; education and outreach; public involvement and participation; post-construction site runoff and retrofit programs; pollution prevention for municipal operations; and Stormwater management facilities operation and maintenance. The SWMP outlines the framework, measurable goals, tracking measures, and reporting metrics for annual reporting on the Stormwater program to DEQ.

LL. Stormwater and Surface Water System: The entire Stormwater and Surface Water System inclusive of:

1. Conveyance Facilities (Stormwater and surface water), including five subtypes: Includes all portions of the Stormwater and Surface Water System, either natural or manmade, that transport Stormwater and surface water runoff. The purpose of the Stormwater and surface water conveyance system is to drain Stormwater and surface water from properties to provide protection to property and the environment. There are five categories of Stormwater and surface water Conveyance Facilities:
    a. Storm Drains and Pipes
    b. Open Conveyance
    c. Roadside Stormwater Conveyance Facilities
    d. Large Culverts
    e. Small Culverts
2. Stormwater Infrastructure: Any structure, feature, or drainage ditch that is designed, constructed, and maintained to collect, filter, convey, retain, or detain Stormwater runoff during and after a storm event for the purpose of water quality improvement, conveyance, or quantity management. It includes, but is not limited to, features such as constructed water quality wetlands, water quality swales, landscaped retention areas, and detention ponds that are maintained as Stormwater quality or quantity control facilities.
3. Storm Drains and Pipes: The pipes designed to carry Stormwater that were built to a standard generally equivalent to the District's current Standards, or the standards in place at the time of construction. They are characterized by being constructed of substantial, long-lasting material, are relatively deep, constructed at a uniform grade and alignment, have standard Maintenance Hole access points, are fed by full-sized catch basins, and are typically connected to the catch basins by laterals.
4. Water Quality or Quantity Approach: An engineered or natural feature designed or protected to provide Stormwater management. Approaches consist of water quality and quantity facilities, natural systems and other low impact Development approaches.

MM. System Development Charges (SDCs): An assessment provided under Oregon law that is paid at the time a Connection permit is issued to recognize the cost of growth. The

Sanitary Sewer SDC has two components: "reimbursement," which is based on the value of the existing collection and treatment systems, and "improvement," which is based on the anticipated future cost of system improvements and enhancements. The Storm and Surface Water SDC is based on improvements to the system. Both Sanitary Sewer and Storm and Surface Water SDCs include a regional component and a local component. SDCs are sometimes referred to as a Connection charge.

NN. Water Quality Sensitive Area or Sensitive Area (as defined in the latest Design and Construction Standards at 1.03.65): Includes existing and created wetlands; rivers, streams, and springs, whether flow is perennial or intermittent; or natural lakes, ponds, and in-stream impoundments. Water Quality Sensitive Areas do not include Stormwater infrastructure; vegetated corridors (a buffer) adjacent to the Sensitive Area; off-stream recreational lakes, wastewater treatment lagoons, fire ponds or reservoirs; or drainage ditches.

OO. Water Resource Recovery Facility (also known as a wastewater treatment plant or publicly owned treatment works): A treatment works treating domestic sewage that is owned by a municipality or State. Considered part of the Sanitary Sewer System.

IV. GENERAL AGREEMENTS

A. Regulatory Requirements, Associated Program Elements, and Compliance Procedures

1. The District and the City:
    a. Acknowledge that Permit compliance requires creating and implementing work programs, tracking measures, and reporting procedures to demonstrate compliance. These actions include, but are not limited to: orders; Stormwater management plans; Capacity, Management, Operations, and Maintenance (CMOM) for the conveyance system; enforcement procedures; construction standards; industrial controls, and Performance Standards.
    b. Agree to collaborate to ensure that the: 1) actions needed to comply with the Permit are clear, 2) procedures to coordinate programs are in place, and 3) District is able to perform compliance oversight.

2. The District agrees to:
    a. Administer the Permit, including, but not limited to: reporting, performing compliance oversight, applying for Permit renewal, and negotiating Permit conditions.
    b. Collaborate with the Co-Implementers, review new ordinances, and direct internal coordination to ensure compliance with the Permit.
    c. Coordinate administrative processes, including Permit renewal, to provide opportunities for meaningful engagement with the City and regulatory agencies.

d. Notify the City of any modification to the Permit affecting City operations, as soon as practicable, but not more than 14 days after the District receives notice of the modification.

e. Collaborate with the City and other Co-Implementers to develop orders, ordinances, or other actions necessary to ensure compliance with the Permit for adoption by the District's Board of Directors (Board).

f. Provide a copy of all proposed Board, enforcement, or other District actions to the City with at least 60 days' written notice to allow the City to provide meaningful comment, unless the Parties agree on a reduced notice period, or emergency circumstances do not allow for this timeline.

g. Maintain a list of adopted Resolutions and Orders and related regulatory documents that the City is responsible for implementing, including, but not limited to, the Nondomestic Waste Ordinance, Standards, Performance Standards, the Stormwater Management Plan (SWMP), and the Permit.

3. The City may elect to collaborate with the District to create city-specific compliance implementation programs and standards to ensure Permit compliance.

B. Permitting Authority

The City and District, upon mutual agreement, may delegate permitting and inspection authority related to Stormwater Connection, sanitary conveyance, and erosion control to one agency when a development project is within both the City and the District's jurisdictional boundaries. "Development project" includes both onsite and associated offsite public improvements and new or modified connections to Stormwater or sanitary sewer infrastructure.

C. Stormwater Management Plan (SWMP)

The SWMP, as approved by the Oregon Department of Environmental Quality (DEQ), describes the comprehensive structural and nonstructural best management practices, actions, and activities that are implemented by the District and Co-Implementers (through intergovernmental agreements) to reduce the discharge of pollutants from the MS4, to the maximum extent practicable, in accordance with the terms of the Permit. The SWMP groups Stormwater best management practices into program areas that typically include, but are not limited to, Illicit Discharge detection and elimination; industrial and commercial facilities; construction site runoff control; education and outreach; public involvement and participation; post-construction site runoff and retrofit programs; pollution prevention for municipal operations; and Stormwater management facilities operation and maintenance. The SWMP outlines the framework, measurable goals, tracking measures, and reporting metrics for annual reporting on the Stormwater program to DEQ. The SWMP may be modified through the adaptive management provision of the Permit.

1. The District must:

    a. Collaborate with the City on any updates to the SWMP, including, but not limited to: City-specific metrics, basin planning, adaptive management, and the overall metrics and measures outlined in the SWMP.

    b. Review any City SWMP and adaptive management changes to ensure they are consistent with the Permit if the City elects to create its own SWMP pursuant to subsection (2)(b) below.

    c. Facilitate DEQ's approval of the adaptive management proposals consistent with the Permit.

2. The City:

    a. Must timely provide data and information that demonstrate compliance with the SWMP requirements to the District to include in the Stormwater Annual Report.

    b. May elect to create its own SWMP to reflect local best practices in its jurisdiction.

D. Capacity Management Operation and Maintenance (CMOM)

1. *Current CMOM Information*. The District and Co-Implementers have created metrics and processes and established communication that ensures compliance with the Permit requirements related to both District and City Sanitary Sewer Systems. This information has not been accumulated into a single CMOM document; however, the programs as they exist, and taken as a whole, provide the elements of a CMOM program. Information supporting a CMOM framework provides effective guidance for evaluating compliance for the Sanitary Sewer System. As outlined below in subsection IV(D)(2)(a) as Option A, the District agrees to compile existing Performance Standards and document existing processes demonstrating an effective CMOM program that can be used to demonstrate compliance with certain Permit requirements, such as responding to Sanitary Sewer Overflows (SSOs).

2. *Options for City's CMOM Document*. If the City determines that a common CMOM guidance document is needed to communicate program equivalence and demonstrate compliance, the District agrees to collaborate with the City and lead the creation of a CMOM document. To ensure compliance with the SWMP and Standards, the City must elect to follow one of the options below for developing a CMOM program within 90 days of the execution of this Agreement. If the City at any point chooses to change to the other option, the City must provide the District with at least 90 days' notice before switching to the other option.

    a. Option A: The City utilizes the District's current CMOM information to demonstrate compliance with the Permit.

    b. Option B: The District creates a comprehensive CMOM program document that serves as a baseline for the City to modify to document its local CMOM program.

The document will describe differing approaches that meet program objectives and may be used to demonstrate compliance with certain Permit conditions, such as responding to SSOs. The District agrees to review documentation of the City's CMOM program to ensure compliance with Districtwide program objectives.

E. Reporting and Training

1. Reporting

   a. The District must:

      i. Develop reporting and tracking procedures for information required for Permit compliance.

      ii. Provide to the City an explicit description, structure, and schedule of information needed for compliance reporting.

      iii. Collaborate with the City to establish timely and effective procedures.

      iv. Provide reasonable notice to the City to allow the City enough time to develop the infrastructure needed to report accurately if reporting procedures change.

   b. The City must:

      i. Use agreed-upon procedures to certify and provide required reports with necessary information as established by the Permit.

      ii. Compile the information, certify accuracy, and provide timely submittal to the District of required information for regulatory compliance.

   c. The District and City agree to:

      i. Compile and provide the information or data as soon as is reasonably practicable when additional information or data is requested by the District from the City, or by the City from the District.

      ii. Allow access to the Sanitary Sewer System and Stormwater and Surface Water System within 72 hours of a request from the other Party, or immediately, in the case of an emergency, to collect data and communicate a sampling plan.

2. Training

   a. The District will provide training or oversight to the City as required by the Permit, including annual training on SSO response, regulatory reporting procedures, and Illicit Discharge detection and elimination (IDDE) response.

F. Compliance

1. The City and District agree to:
    a. Establish and maintain adequate legal authority to implement Permit-required compliance programs.
    b. Have a process for tracking and reporting on enforcement of the Permit.
    c. Provide opportunities for meaningful input on any changes in orders, programs, plans, or other mechanisms used to ensure Permit compliance. Meaningful input includes notice of the planned change, opportunity for constructive input, and participation in any formal review process.
    d. Collaborate in developing a response to an enforcement action that affects the City including supporting any investigation, and providing data, records, and testimony as requested should any compliance action be received by the District or City.
    e. Distribute any reimbursements, or fines for work expenditures, based on the proportion of the degree of responsibility assigned to each party by a mutually agreed upon or appropriate third party through the dispute resolution process when the Parties share responsibility.

2. The District:
    a. Delegates to the City the authority to enforce the District's code and ordinances within the City boundary and to use and follow the City's processes to enforce these codes and ordinances.
    b. Acknowledges that as the holder of the Permit, the District may receive formal enforcement actions, including civil penalties and compliance orders, for occurrences within the City's jurisdiction.
    c. Agrees that the City may take responsibility for defending its own interest in any enforcement action, including paying fines and committing to implementing any compliance orders.
    d. Agrees to reimburse payments, including costs incurred for defense, or expenditures incurred, in response to enforcement actions tied directly to and resulting from the District's responsibility.

3. The City agrees to reimburse any payments, including any costs incurred for defense, by the District, or expenditures incurred by the District, in response to enforcement actions resulting from the City's responsibility, as determined by DEQ or court settlement.

G. Coordination

1. *Intergovernmental Agreement Review*. The City and District agree to meet annually to facilitate continued coordination between the City and the District of their responsibilities under this Agreement. Representatives at the executive level, or delegated key staff, will review the efficacy of the Agreement and determine if any modifications are warranted to better address compliance needs, address resource constraints, facilitate Permit implementation, and increase efficiency.
2. *GIS and Asset Management*.
    a. The District and City GIS staff will form an Asset Data Status and Reconciliation (ADSR) group composed of respective operations and GIS staff that will meet as needed to review asset data and status and complete a reconciliation.
    b. The District is responsible for convening the meeting, summarizing the discussion, drafting the agreed upon outcomes, and documenting and memorializing the information presented in the GIS overlays, including ITAs. Topics covered will include reviewing GIS data, jurisdictional boundaries, assets transferred during the previous year, training, and reporting. As needed, the ADSR may elevate questions on ownership to the executives for each party.
3. *Program*. The District and City agree to participate in established routine meetings including the CIPP committee, Co-Implementers, billing and administrative meetings, and operations and management meetings as scheduled or modified to facilitate compliance and coordination as needed. Additionally, following the budget approval process, the City and District will coordinate through the CIPP committee, along with representatives from other cities within the District's boundary, to recommend the prioritization and funding of Sanitary Sewer System and Stormwater and Surface Water System projects. The District and the City will then establish a UPAA subcommittee through the CIPP to develop the process for evaluating information associated with the transfer of assets including, but not limited to, asset status, value, anticipated life, and process for transfer agreements.

H. Emergency Response

The City and the District agree to collaboratively support each other during emergencies. The most frequent emergencies are short-term events (e.g., responding to an SSO, a storm event, or an odor issue); however, emergency response also includes more significant areawide emergencies where Oregon Water/Wastewater Agency Response Network (ORWARN) agreements may apply. The following guidelines are in place to help the City's staff and the District's staff respond to emergency situations:

1. Both the City and the District will work together to address emergency situations in a safe and timely manner with the least amount of environmental and public impact.
2. The primary purpose for collaboration on emergency response is to address issues that may impact public health and safety, or adversely impact the environment, in as timely a manner as possible. Responsibility for documentation and reporting can be determined once the issue causing the emergency is being addressed.
3. The agency that is first aware of, or responds to, the emergency is the lead agency. Usually, that will be the agency whose jurisdiction includes the source of the emergency.
4. The initial designation of the lead agency is typically a verbal discussion between the two supervisors or senior crew members responding to the emergency. This discussion typically happens in the field as crews are responding to a situation.
5. The lead agency responding to the emergency can be handed off once more information is gathered, or if the agency accepting responsibility is better suited to address the situation. Coordination between the agencies may change based on the needs of field crews and the knowledge of staff available to address the emergency from each agency.
6. On occasion an agency may not have resources available, or the necessary skill set, to address a specific emergency. In that situation, the other agency may be asked to take over as the lead agency.
7. The City's staff and the District's staff should work together to determine which agency will take the lead on providing documentation and initiating required reporting for SSO (e.g., calling Oregon Emergency Response Services (OERS) and DEQ to report an SSO). Typically, the agency whose assets are affected, or whose jurisdiction is the source of the emergency, will be the lead on documentation and reporting efforts.
8. If it is unclear whose asset or which jurisdiction is the source, the City and the District will agree upon which agency takes the lead role.

V. FINANCE

A. Cost of Service

The District and the City agree that the cost of service differs between the Local Program service providers based on a variety of factors including: infrastructure age and condition, differences in operating costs, customer accounts, and the local jurisdictions' decision on level of service.

Beginning _____:

1. The District and City agree to establish a methodology that includes a common sanitary Equivalent Dwelling Unit (EDU) and Stormwater Equivalent Service Unit (ESU) that must be used to calculate monthly rates and System Development Charges (SDCs) for both regional and local services.

2. The City agrees to:

   a. Develop and implement, at a minimum, a level of service for the Sanitary Sewer System, Stormwater and Surface Water System, and related service adequate to comply with the Permit requirements. The level of service will be reviewed by the District for conformance with the Permit requirements and consistency with the DEQ-approved SWMP.

   b. Set the local sanitary sewer rates and charges, including SDCs and industrial charges, to meet the Local Program needs for services provided by the City.

   c. Set the local Stormwater rates and charges, including SDCs, to meet the Local Program needs for services provided by the City.

3. The District agrees to:

   a. Set the regional sanitary sewer and Stormwater rates and charges, including SDCs, for services provided by the District to meet regional needs.

   b. Set the local sanitary sewer and Stormwater rates and charges, including SDCs, to meet the Local Program needs when the District provides local services.

   c. Allow the City to develop its own rate structure for City provided services based on the City's own formal cost of services study, rather than relying on the District's rate structure.

B. Setting Rates and Charges

1. The District agrees to:

   a. Set rates and charges for the regional sanitary sewer and Stormwater program services, which the Board will consider and adopt.

   b. Set SDCs for the regional Sanitary Sewer System. As of the date of this Agreement, the SDC is divided with 96% going to the District and 4% allocated to the City. The District and City will continue to coordinate when updating the local and regional SDCs.

   c. Set sanitary sewer rates for Industrial Users. As of the date of this Agreement, the rate for industries within City limits is divided with 84% going to the District for the regional system and 16% allocated to the City for the Local Program.

   d. Consider setting regional Stormwater program rates for Industrial Users, but it is not required to set these rates.

2. The City agrees to:

    a. Set rates and charges for the local sanitary sewer and Stormwater program services, which the City Council will consider and adopt. The City may elect to use the District's Rates and Charges.

    b. Set SDCs for the local Sanitary Sewer System and Stormwater and Surface Water System within the City boundary, as adopted by the City Council.

    c. Consider assessing ROW Fees to account for the use of the City ROW to deliver and convey utility services, including sanitary sewer and Stormwater. If the City considers changing the ROW Fee to a percentage above this range, the City will conduct a public process and providing notice to the District to allow participation by the District, and outreach to Industrial Users billed by the District.

    d. Set local Stormwater program rates for Industrial Users.

C. Administrative Fees:

The District agrees to pay reasonable administrative fees to process customer utility billings, SDCs, and SDC credits. These fees will be adopted under a separate Memorandum of Understanding (MOU) or Intergovernmental Agreement (IGA).

D. Billing and Collecting Rates and Charges

1. The District must bill and collect the following fees for the sanitary sewer and Stormwater programs:

    a. Regional and local SDCs in areas where the District issues connection permits.

    b. Regional and local monthly service rates in areas where the District bills customers for these services.

    c. ROW Fees for Industrial Users located within the City limits when the District provides the billing function. ROW Fees are applied to gross regional and local volume service charge revenue, exclusive of the ROW Fees, collected for Industrial Users located in the City.

2. The City must bill and collect the following fees for the sanitary sewer and Stormwater programs:

    a. Regional and local SDCs in areas where the City issues Connection permits.

    b. Regional and local monthly service rates in areas where the City bills customers for these services.

    c. If applicable, the City may charge ROW Fees applied to gross service charge revenue collected, exclusive of the ROW Fees, for residential and commercial customers when the City provides the billing function.

E. Suspension or Recalculation of Stormwater and Sanitary Sewer Charges

1. The City will suspend a customer base and use portions of the Sanitary Sewer Service Charge if a suspension request is approved in accordance with the District and City's current Rates and Charges Resolution and Orders.
2. In accordance with the current Rates and Charges Resolution and Order, the City reserves the right to recalculate a property's EDUs and ESUs at any time. Additions or reductions will be reflected in the remittance to the District.

F. Refund of Services Charges

The City has the authority to refund service charges based on overpayments, as defined in the Rates and Charges Resolution and Order and in accordance with the City's Utility Bill Refund Policy.

G. Transfer and Remittance of Funds

1. District Responsibilities
    a. The District bills certain Industrial Users directly. For Industrial Waste fees, the District will remit to City the local portion of SDCs and the local portion of the volume service charges collected within the City's limits as set by the City.
    b. The District will also remit the City ROW Fees collected for Industrial Users within the City.
    c. The District will retain 100% of the annual Industrial Waste permit fee, and any penalty fees, charges for high-strength waste, and other fees related to Industrial Waste that may be assessed.
    d. The District will retain 100% of the administrative fee collected from the Industrial Users within the City.
    e. The District will use a mutually agreed upon monthly remittance form to submit industrial fees to the City. The remittance forms will include a report of all revenue collected for flow, SDCs, ROW Fees, and other amounts remitted to the City. The District will maintain forms showing the methodology for implementing remittance and distribute them to City.
2. City Responsibilities
    a. The City will remit to the District for the Stormwater and sanitary sewer programs:
        i. Revenue from the regional SDCs collected by the City.
        ii. Revenue from the regional monthly service charge rates collected by the City.

b. The City will use a mutually agreed upon monthly remittance form to submit regional fees to the District. The remittance forms will include a report of all revenue collected for service fees, ROW Fees, SDCs, and other amounts remitted to the District.

H. Timing to Implement Rates and Charges

1. The District typically determines rates and charges as a part of the annual fiscal year budget process. However, the District may adjust these rates and funding levels mid-year to recognize changes that occur outside the normal budget cycle after coordination and communication with the City. The Board will only implement such midyear changes as necessary to comply with state or federal permits, laws, or regulations, or to reflect changes in the Parties responsibilities.
2. The District agrees to give the City no less than 30 days to implement changes in its billing software any time the Board makes changes to any rates or charges.
3. The City typically determines its rates and charges on an annual basis, with changes beginning in July. However, the City reserves the right to adjust rates and funding levels outside the normal budget cycle after coordination and communication with the District.

I. Operating Procedures Relating to Revenue

1. The District and the City must remit payments monthly using designated forms. The District will ask for input from the City to update the forms as necessary.
2. The District and the City must remit revenue payments to the billing party by the 20th of each month, unless the billing party appeals the payment.
3. The District and the City must institute administrative procedures to diligently and regularly bill customers and collect fees, adjust billing in response to complaints, follow up on delinquencies, and take reasonable steps to collect late payments.
4. The District and the City will work together with the other Co-Implementers to develop policies and procedures on reporting and reviewing the collection process and writing off uncollectable accounts as regional bad debt. The District and the City will work with Co-Implementers to develop a template for reporting on billing, collections, and writing off uncollectable accounts as regional bad debt.
5. The District and the City agree to identify the necessary datasets for a scheduled cost of service analysis and to complete a scheduled cost of service analysis.
6. The District or the City may inspect and audit the books and records of the other with respect to matters within the purview of this Agreement. The District and the City will provide at least 60 days' notice and ensure audits occur outside standard budget and audit cycles.

J. Replacement and Repair Cost Sharing

Where the parties agree that replacement or repair is needed for conveyance pipelines that cross jurisdictional boundaries, for facilities that may serve areas outside jurisdictional boundaries, or both, the City and the District may agree to a cost-sharing agreement pursuant to project scoping as defined by the CIPP Committee. A default starting point for the cost-sharing distribution is the proportion of the pipeline reconstruction by ownership as presented in the GIS attribute layers. The UPAA subcommittee as chartered by the CIPP committee will evaluate for priority those lines that are proposed for, or likely subject to, a future ITA.

K. Indebtedness

Neither the City nor the District will obligate any assets or facilities of the other Party's Sanitary Sewer System or Stormwater and Surface Water System for any debt.

VI. SPECIFIC SANITARY AND STORMWATER PROGRAM AGREEMENTS

A. Asset Maintenance and Ownership Responsibility

The City and the District agree to record and maintain asset ownership and maintenance as separate attributes documented in GIS. The City and the District will ensure that the GIS information can be efficiently transferred to enable efficient updates for mapping layers.

The City and the District agree on several principles guiding asset ownership and maintenance responsibilities. These principles are discussed for Stormwater and sanitary conveyance below.

1. For the publicly owned Sanitary Sewer System:
    a. The City owns and is responsible for maintaining gravity sanitary sewer lines within the City that are less than 24 inches in diameter and used to collect and convey sewage to a trunk line. See Appendix A for details.
    b. The District owns and is responsible for maintaining trunk lines used to convey sewage to the Water Resource Recovery Facilities or directly to the pump stations. The trunk lines include: pressurized lines below a pump station; lines leading directly into a District-managed pump station to the upstream Maintenance Hole; typically, gravity lines equal to or greater than 24 inches in diameter; and any other lines agreed to by both the District and the City. See Appendix A for details.
    c. For sanitary conveyance lines that cross jurisdictional boundaries, the City and the District will mutually agree on asset ownership and maintenance responsibility. Both the ownership and maintenance responsibility will be recorded on applicable

GIS attribute layers. Generally, and unless the parties agree otherwise, the jurisdiction where the downstream Maintenance Hole is located maintains the upstream mainline up to but not including the upstream Maintenance Hole.

2. For the Stormwater and Surface Water System:

   a. The City owns and maintains all Stormwater infrastructure and appurtenances within the City boundaries including, but not limited to, public detention and water quality treatment facilities, including outfall structures. See Appendix A for details.

   b. The District owns and maintains assets outside the City boundaries in unincorporated Washington County.

   c. For Stormwater conveyance lines that cross jurisdictional boundaries, the City and the District will mutually agree on asset ownership and maintenance responsibility following the general principles described below.

      i. The City and the District will agree on which entity owns lines that cross jurisdictional boundaries and record this on applicable GIS attribute layers. Generally, and unless the parties agree otherwise, the jurisdiction where the downstream Maintenance Hole is located maintains the upstream mainline up to but not including the upstream Maintenance Hole.

      ii. The City and the District recognize that they both are responsible for maintaining certain Stormwater facilities that provide treatment of Stormwater that crosses jurisdictional boundaries (e.g., detention ponds, water quality facilities, filter vaults, etc.). The District and the City agree to meet annually to evaluate the facilities with cross-jurisdictional treatment to ensure the maintenance responsibilities for these facilities are equitable. The cost to maintain and replace the asset will be proportionally shared by the City and District per a methodology mutually agreed upon by both parties.

B. Annexation

1. The District will transfer its local conveyance assets to the City upon annexation of properties within the UPAA. The City will notify the District of pending annexation and request as-builts, maintenance records, and condition assessments. If the asset is deemed to be in acceptable condition, the City will finalize the asset transfer upon completion of the annexation. Acceptable condition will be defined as in good working repair, in accordance with recognized industry standards for the asset, and meeting or exceeding the agreed-upon performance standards. If the asset is deemed to not be in acceptable condition, it will be placed in priority on the CIPP and UPAA committees project list and remain under District ownership until it is in acceptable

condition as agreed upon by both parties using procedures developed by the UPAA or resolved through the dispute resolution process.

C. Transfer of Assets

1. The City and the District agree that the ADSR committee will meet as needed to review jurisdictional boundaries and confirm all assets transferred during the previous year. The City and the District agree that a formal agreement and documentation of each asset transfer should precede updates of the asset attributes in GIS. The asset transfer will include transferring as-builts, line cleaning, inspection, and maintenance records, including closed-circuit television (CCTV) data and the associated video files and the asset's current rating (National Association of Sewer Service Companies score), where available.
2. When the City annexes properties within the UPAA, assets will be transferred from the District to the City in the manner described in Section VI(B)(1).
3. The District and the City agree that when an industrial source permitted under the District's Industrial Pretreatment Program contributes a dominant proportion of the flow in the conveyance line, that leads to unique maintenance issues, human health concerns, or degradation of structural integrity. When this circumstance arises, the District may accept the transfer of maintenance responsibilities, ownership, or both for that asset. The specific asset will be described in an ADSR report.

D. Erosion Prevention and Sediment Control

The City and the District will strive to set expectations and optimize communication related to inspection for erosion prevention and sediment control at construction sites. Two regulatory structures guide the implementation of the Permit required programs for sediment and erosion prevention:

1. The General 1200-C (series) permit for sediment and erosion control issued by the state.
2. The District's sediment and erosion prevention (local) program developed to implement in part the Tualatin Basin rules at Oregon Administrate Rule (OAR) 340-41-0345(4).

The District currently acts as DEQ's agent to implement the 1200-C series permits. The DEQ is responsible for determining who may act as an agent. Either the District or the City, acting as an agent, agrees to implement the erosion prevention and sediment control program as required by DEQ. The agent is responsible for certain administrative actions such as processing and assigning permits, compliance inspections, and reporting. If the City petitions DEQ to become an agent for implementing the 1200-C within the City Boundary jurisdiction, the District will support the City.

The District established a local erosion and sediment control program to ensure the requirements for the District's Permit are achieved within the City Boundary. The City may establish requirements for its local program equivalent to the District's program through ordinance. The Parties agree that any such ordinance will comply with the following standards:

1. The City agrees to:
    a. Coordinate with the District's Regulatory Affairs Department to review any proposed ordinance to ensure compliance with the Permit and the requirements.
    b. Conduct inspections consistent with the District wide erosion prevention and sediment control programs or similar local ordinances and ensure compliance with the requirements of the Permit conditions for erosion prevention and sediment control.
    c. Provide direct implementation and project oversight as needed to comply with the District's erosion prevention and sediment control program and 1200-C series permit.
    d. Undertake control actions as needed, including escalating enforcement to implement the erosion prevention and sediment control program and ensuring compliance with the Permit requirements.

2. The District agrees to:
    a. Collaborate with the City on providing oversight inspections and communication to ensure the implementation complies with the local and state erosion prevention and sediment control programs related to the Permit. The District oversight will focus on outcomes needed to ensure compliance with the Permit.
    b. Coordinate and provide reasonable time for City staff to participate in oversight inspections.

3. The City and District agree to:
    a. Collaborate on the inspections and reporting required to be DEQ's agent for the 1200-C series permit.
    b. Collaborate on oversight inspections and recommendations for follow-up.
    c. Work collaboratively to develop appropriate responses to deficiencies observed during an inspection.

E. Capital Project Review and Prioritization Committee

To collaboratively develop and prioritize a Districtwide Capital Improvement Plan (CIP), the Board established a joint City-District CIP Committee by District Resolution and Order 7-46, which was adopted on October 23, 2007. The CIP Committee is currently

authorized in the Sanitary, Storm and Surface Water Management Performance and Reporting Standards (District Resolution and Order 17-06) which is amended periodically. The District and the City agree to continued participation in the CIP Committee, now known as the CIPP committee, so long as the Committee remains chartered. The CIPP committee will generate and prioritize a list of qualifying sanitary conveyance projects, including inflow and infiltration (I&I) abatement projects and capacity-related sanitary pump station projects, with systemwide infrastructure planning in mind. The CIPP committee will create a list of recommended projects to be included in the regional CIP submittal to the Board as part of the District's annual budget process.

F. Inflow and Infiltration (I&I) and Capacity Improvement

The District's I&I control is important for maintaining capacity at the water resource recovery facilities, capacity in the regional infrastructure, and preventing SSOs. The City's I&I control is important for maintaining capacity in the local collection system and preventing SSOs. Therefore, both the City and the District have a mutual interest in implementing and funding I&I control. The District and the City may agree to collaborate and share costs on specific I&I abatement projects. Abatement projects are those identified by the District in the capital projects plan as cost-effective ways to reduce extraneous Stormwater and groundwater flows from entering the sanitary conveyance system.

The City will manage I&I abatement projects for City-owned assets. Abatement projects may include repair, replacement, or rehabilitation of private sanitary sewer laterals that are determined to have inflow and/or infiltration, in addition to the public collection system. The cost-sharing of abatement projects between the Parties will be identified in the project-specific Intergovernmental Agreements, or as identified in the CIPP committee process. The default cost share between the Parties for abatement projects approved by the District for cost sharing is 50% for the District and 50% for the City. Alternatively, the cost share percentages may be proportional to the level of I&I control or lateral repairs as defined in the project Intergovernmental Agreement.

The District will manage and fund I&I abatement projects for regional District-owned lines.

G. Illicit Discharge Detection and Elimination (IDDE) Program

1. The City agrees to:

   a. Work collaboratively with the District to implement the IDDE program as required by the Permit within the City Boundary. This includes performing activities to detect Illicit Discharges through inspections and enforcement on all nonindustrial Stormwater properties within the City, making observations during routine maintenance of Stormwater facilities, and facilitating public reporting of spills and Illicit Discharges.

b. Forward reports to the District of Illicit Discharges related to industrial Stormwater sites that are permitted under the 1200-Z NPDES permit.

c. Respond to Illicit Discharges within a timeframe as required by the Permit or administrative rule.

d. Provide information to the District regarding Illicit Discharge response investigations, including documentation and data needed for reporting by the District for compliance with the Permit.

e. Notify the District as soon as becoming aware of any discharge that has reasonable potential to cause or contribute to an exceedance of the state's water quality standards, as required by the Permit.

2. The District agrees to:

a. Investigate properties within the City Boundary suspected of having an illicit discharge to determine if they require a specific permit issued by the District for Stormwater or wastewater discharges.

b. Take over response efforts for Illicit Discharges within the City Boundary if the City fails to respond in an efficient and timely manner.

c. Provide annual Illicit Discharge response program training and provide a copy of all District Illicit Discharge investigations and reporting procedures to the City.

d. Provide guidance for reporting and follow-up investigations and enforcement.

3. The District and the City agree to collaborate on any potential follow-up, investigation, documentation, or reporting work that may be required to respond to or report the results of water quality investigation to DEQ.

H. Sanitary Sewer Overflow (SSO) Prevention and Response

1. The City must:

a. Implement Performance Standards to prevent conditions that could create SSOs.

b. Respond to SSOs in a timely manner including reporting to DEQ within 24 hours of the City becoming aware of an event and providing information to the District using the District's Online Reporting Form as soon as practicable to facilitate a 5-Day report as required by the Permit (OAR 340-012-0055(2)(b) and (3)(a)).

c. Report all SSOs that it becomes aware of to the District as soon as possible to allow the District enough time to report the overflow to DEQ within 24 hours as required by the Permit.

d. Complete the District's online reporting form for SSOs and Illicit Discharges as directed by the District.

e. Reimburse the District for any expense, costs, damages, claims, fines, or penalties incurred by the District that result from, or are related to, the City's failure to timely and adequately report or respond.

f. Perform all SSO response documentation, data collection, and reporting as specified by the District.

2. The District must:

a. Take over the response effort, as the Permit holder, if the City fails to respond in an efficient and timely manner.

b. Report all SSOs that it becomes aware of to the City within 24 hours of learning of the overflow in areas of service responsibility within the City's jurisdiction and the City limits that are delegated to the District.

c. Reimburse the City for any expense, costs, damages, claims, fines, or penalties incurred by the City that result from, or are related to, the District's failure to timely and adequately report or respond.

d. Provide annual SSO response program training and a copy of all District SSO responses and reporting procedures to the City.

I. District Sewer Use Information Form

Before issuing any nonresidential Certification of Occupancy, the City will require the applicant to complete and submit to the District a District-provided Sewer Use Information Form, or an agreed-upon alternative form. The District will determine if a Nondomestic Waste Discharge Permit is required. After the District receives a completed form, it will identify next steps and respond to the applicant and, if requested, the City.

J. City Service Provider Letter

The City will require applicants proposing development to obtain a District Service Provider Letter prior to having a complete land use application or obtaining permits not requiring land use. In place of the District's Service Provider Letter process, the City may implement a City Service Provider Letter prescreening process to determine if Water Quality Sensitive Areas exist on or near the project site. If the City determines through the City Service Provider Letter prescreening process that no Water Quality Sensitive Areas exist on or near the site, then the City can issue to the applicant a City Service Provider Letter result of "No Sensitive Area" allowing the applicant to proceed through the land use process or obtain permits not requiring land use. If potential Sensitive Areas are identified, the City will require the applicant to obtain a Service Provider Letter from the District.

K. Sanitary and Stormwater Connection Permit Authorization

As of the date of this Agreement, the District is responsible for the sanitary and Stormwater Connection permit authorization process for Development projects within the City. If the City wishes to assume greater responsibility in this process, the District and City agree to follow the procedure outlined in this section:

The City will ensure that Development projects comply with the requirements of the District-approved Standards before it issues any associated approvals or permits for sanitary sewer and Stormwater connections. If the City assumes greater responsibility in the permit authorization process, the City and District agree to follow the below steps to ensure compliance:

1. The City must comply with the District's Standards or a District-approved City alternative.
2. The City must evaluate capacity and verify with the District that capacity exists within the regional system.
3. The City must review Development plans and notify the District when plans are approved. The City will forward plans to the District.
4. The City must provide updated asset information for public sanitary and Stormwater infrastructure in a format consistent with the GIS mapping.
5. The District and City must work together to schedule and implement audits as needed (initially quarterly and then annually with mutual concurrence) of a subset of the approved Development plans and identify any quality control and assurance issues. The audit may identify recommended and required actions. The City will undertake the appropriate response to the issues identified in the audit.

L. Wastewater System Operator Personnel

Wastewater collection systems must be supervised by a certified wastewater collection system operator at a grade equal to or greater than the wastewater system classification as defined in Oregon Law and Administrative Rule (OAR 340-49-0020) (Classification of Wastewater Systems), which is currently a Level IV for the City and Level IV for the District. The City agrees to provide a Level IV certified wastewater collection system operator for City owned and operated collection system. The District agrees to provide a Level IV certified wastewater collection system operator for District owned and operated collection system.

VII. INDUSTRIAL PROGRAM AND FOG PROGRAM AGREEMENTS

A. 1200-Z NPDES Industrial Stormwater Permit Program

The District currently acts as DEQ's agent to implement the 1200-Z NPDES Industrial Stormwater Permit (1200-Z). The District and City recognize that where an industrial site within the City Boundary has both a 1200-Z permit and a private water quality facility asset, there is overlap of responsibility between the District implementing the 1200-Z permit and the City implementing the private water quality facility program.

1. The District and City agree to:
    a. Exchange program information and coordinate compliance messages for industrial sites with both 1200-Z and private water quality facility program involvement.
    b. Maintain a list of common industrial sites that includes the associated District and City contacts and exchange this list annually.
    c. Clearly communicate that the City inspection does not imply results for the 1200-Z permit and the District inspection does not imply results for the private water quality facility inspections.
    d. Work collaboratively when appropriate to facilitate compliance for both programs.

B. Industrial Pretreatment Program

The District implements the federally mandated Industrial Pretreatment program as required by the Permit with the exception of the Fats, Oils, and Grease abatement program, which is administered locally.

1. The City agrees to:
    a. Provide the District information on all potential nondomestic and Industrial Users requesting new discharges to the City Sanitary Sewer System or Stormwater and Surface Water System on the District-approved Industrial User questionnaire.
    b. Request, as needed, support from the District in reaching out to the facilities regulated by the nondomestic waste discharge permit when scheduling access to the Sanitary Sewer System near a permitted nondomestic source.
    c. Request assistance or forward any complaint to the District related to any permitted industrial nondomestic dischargers.

2. The District agrees to:

    a. Maintain an up-to-date GIS layer identifying the location of permitted industrial discharges to the Sanitary Sewer System. The information will be available by request to the City along with the associated nondomestic discharge permit.

C. Fats, Oils, and Grease Abatement Program

1. The City and District agree:

    a. That the City will manage the Fats, Oils, and Grease (FOG) abatement program for local conveyance lines managed or owned by the City.

    b. To collaborate in developing reporting metrics and processes to meet the District's compliance reporting requirements including, but not limited to, inspections of food service establishments, GIS layers showing increased line maintenance due to FOG, and SSO and compliance follow-up resulting from FOG accumulation.

2. The City agrees to:

    a. Implement a FOG abatement program consistent with Section 5c of the District's Ordinance 42, as it exists on the date of this Agreement, commonly referred to as the Nondomestic Waste Ordinance. Subsequent changes to the Ordinance will require agreement of implementation by the City.

    b. Have primary responsibility to work with all food service establishments within the City Boundary to address all FOG-related technical assistance, maintenance recommendations and requirements, investigations, and enforcement when necessary for both the Local and Regional Programs.

    c. Take regulatory actions to mitigate impacts to regional infrastructure caused by sources of FOG produced at sites from within the City Boundary.

    d. Identify and implement those actions needed to prevent recurrence of any SSOs caused by FOG and report on those actions to the District as part of the compliance reporting process to DEQ.

    e. Request District support on enforcement actions as needed.

3. The District agrees to:

    a. Implement and maintain the FOG abatement program for regionally-owned conveyance assets within and outside the City.

    b. Inform the City of any regulatory problems associated with food service establishments within the City Boundary that produce FOG.

D. Nonstandard Uses of the Sanitary Sewer System

1. Other than issuing connection permits, the City will obtain District review and approval prior to entering into any agreement for discharges, including temporary discharges, to the Sanitary Sewer System. District approval ensures compliance with the federally mandated Industrial Pretreatment Program that protects treatment operations.
2. The District will provide City processes to review allowed nonstandard discharges, temporary discharges to the Sanitary Sewer System, and nondomestic connections to the Sanitary Sewer System consistent with the Nondomestic Waste Ordinance and the federal Industrial Pretreatment Program, as required by the Permit.

VIII. DISPUTE RESOLUTION

The City and the District will make every effort to resolve disputes by creating common understanding among staff and managers of program elements. City and District staff are responsible for communicating and resolving differences onsite or by exchanging information as soon as practicable. Should resolution not be reached by professional staff, the dispute will be resolved using the following steps:

A. Step 1:

1. City and District staff will collaborate by documenting and summarizing the issue, the different understandings, and any recommendations for resolution or follow-up actions.

B. Step 2:

1. Once documented, City and District professional staff will forward the document to their respective appropriate level of management for making policy interpretations who will evaluate the document and seek to provide guidance and instruction for resolution. At a minimum, the efforts will include meeting with the appropriate level of management or specific resources within or external to the City and District.
3. Should a resolution not be reached by staff and managers, the executive management will document the disagreement and offer a potential solution for the City Manager/Administrator and District General Manager (GM).

B. Step 3:

1. The City Manager/Administrator and District GM will seek to provide a clear understanding of potential responses to resolve the dispute.
2. The City Manager/Administrator and District GM will seek a resolution by collaborative means, which could include common directives, mutual agreements,

programmatic support, and if needed mediation and binding arbitration where appropriate.

C. Step 4:

1. As needed, the City Manager/Administrator and District GM will elevate disputes to the City Council and Board for resolution or policy development.

IX. ADMINISTRATIVE AND OPERATING PROVISIONS

A. Extensions of Service

1. *Coordination*. The District and the City agree that District and City staff will coordinate extensions of service by the District or the City in unincorporated portions of Washington County located within the Urban Planning Area identified in Exhibit A of the Urban Planning Area Agreement (UPAA). The District will not extend local sanitary sewer or stormwater service or establish local improvement districts or reimbursement districts to areas within the UPAA without prior approval of the City.
2. *Preferred Provider*. The City will be the preferred local Sanitary Sewer System and Stormwater and Surface Water System provider for new Connections. Provided a reasonable engineering approach can result in a Connection to facilities within the City's control, the District will require new Connections to the local Sanitary Sewer System or to the local Stormwater and Surface Water System at locations that are:
   a. Within the City;
   b. Result in connections to local City-owned lines; or
   c. Within the City and result in connections to local City-owned lines.

   Any sanitary or storm sewer that is within the City limits, regardless of size, will be considered within the City's control for authorizing new Connections. For Connection to a sewer that crosses jurisdictional boundaries, the sewer will be considered a local City-owned line if the downstream Maintenance Hole is located within City limits.
3. The provisions of this Section IX(A) are not withstanding Section V(J) allowing for a mutually agreeable cost share for replacing and repairing assets that cross jurisdictional boundaries, and Section VI(A) allowing for the mutual agreement of maintenance and ownership of assets that cross jurisdictional boundaries.

B. Indemnification

This Agreement is for the benefit of the parties only. Each party agrees to indemnify and hold harmless the other Party and its officers, employees, and agents, from and against all claims, demands, and causes of actions and suits of any kind or nature for personal injury, death, or damage to property on account of or arising out of the operation of this

Agreement, including the performance or nonperformance of duties under this Agreement, or in any way resulting from the negligent or wrongful acts or omissions of the indemnifying party and its officers, employees, and agents. In addition, each party will be solely responsible for any contract claims, delay damages, or similar items arising from or caused by the action or inaction of the Party under this Agreement.

If any third party makes any claim and brings any action, suit, or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (Third Party Claims) against the District or the City with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third-Party Claim and to defend a Third-Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense, and settlement of the Third-Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third-Party Claim.

With respect to a Third-Party Claim for which the District is jointly liable with the City (or would be if joined in the Third-Party Claim), the District should contribute to the amount of expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred and paid or payable by the City in such proportion as is appropriate to reflect the relative fault of the District on the one hand and of the City on the other hand in connection with the events that resulted in such expenses, judgments, fines, or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the District on the one hand and of the City on the other hand will be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information, and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines, or settlement amounts. The District's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if the District had sole liability in the proceeding.

With respect to a Third-Party Claim for which the City is jointly liable with the District (or would be if joined in the Third-Party Claim), the City should contribute to the amount of expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred and paid or payable by the District in such proportion as is appropriate to reflect the relative fault of the City on the one hand and of the District on the other hand in connection with the events which resulted in such expenses, judgments, fines, or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the City on the one hand and of the District on the other hand will be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information, and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines, or settlement amounts. The City contribution amount in

any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if the City had sole liability in the proceeding.

In the event of a compliance action arising from a state or federal regulatory agency, such as DEQ or EPA, such actions are not subject to the paragraphs above. In such circumstances, subsection IV(F)(1)(e) applies.

X. TERM OF AGREEMENT

A. Term of Agreement

The initial term of this Agreement is for five years, or as otherwise agreed. Renewal terms will be for three (3) years as specified in Section X(C). The term and effective date of the Agreement will be from the date of execution and remain in effect in its entirety until terminated or amended.

B. Amendment of Agreement

In the event a party requests to amend this Agreement during the term of the Agreement, both parties agree to continue performing all programs and responsibilities as specified in this Agreement until an amendment or new agreement is established and signed by both parties. Amendment of this Agreement can be proposed at any time during the initial term or three (3) year renewal term.

C. Continuity of Governance

After the initial term or any three (3) year renewal term of the Agreement has ended, there will be a 180-day extension period in which both Parties will agree whether to renew or amend this Agreement.

During the 180-day extension period or during amendment negotiations, both parties agree to continue performing all programs and responsibilities as specified in this Agreement until the renewal or amendment is established and signed by both parties. When the Agreement is renewed or amended, the term date will be set to five years, or as otherwise agreed, from the effective date of the renewal or amendment.

If the 180-day period ends with no decision to either renew or amend, the Agreement can be temporarily extended for one or more additional 60-day increments, or for a time frame mutually agreed upon between the City Manager/Administrator and District GM.

If the additional extension is not agreed to by both parties, the parties will agree to enter into the dispute resolution process as soon as is reasonably possible. During the process identified in dispute resolution, both parties agree to continue performing all programs and responsibilities as specified in this Agreement until an amendment or new agreement is established and signed by both parties.

XI. TERMINATION OF AGREEMENT

This Agreement may be terminated for any reason with a signed notification letter by either party during the initial term or any renewal term. Termination will be effective 180 days after the date of such notification, or a later date as specified in the written notification. The District and City agree that continued implementation of the Intergovernmental Agreement is appropriate to ensure protection of public health, the environment and effective compliance as required by applicable laws and ordinances. If resolution is not resolved within 180 days of notification the parties will seek binding arbitration.

XII. GENERAL PROVISIONS

A. Severability. In the event a court of competent jurisdiction will deem any portion or part of this Agreement to be unlawful or invalid, only that portion or part of the Agreement will be considered unenforceable. The remainder of this Agreement will continue to be valid.

B. Home Rule Authority. Nothing in this Agreement will be construed as a limitation upon or delegation of the statutory and home rule powers of the City, or as a delegation or limitation of the statutory powers of the District. This Agreement will not be construed as a limitation on the District's authority to implement the Permit. This Agreement will not limit any right or remedy available to the City or the District, against third parties arising from illegal acts of such third parties.

C. Laws of Oregon. The parties agree to abide by all applicable laws and regulations regarding the handling and expenditure of public funds. This Agreement shall be governed by the laws of the State of Oregon. All provisions required by Oregon Revised Statutes (ORS) Chapter 279A and 279C to be included in public contracts are incorporated by reference and made a part of this Agreement as if fully set forth in this Agreement.

D. Documents are Public Records. All records, reports, data, documents, systems, and concepts, whether in the form of writings, figures, graphs, or models which are prepared or developed in connection with this Agreement shall become public records pursuant to Oregon Law.

E. Modification of Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind a party unless in writing and signed by all parties. Such waiver, consent, modification or change, if made, shall be effective only in specific instances and for the specific purpose given. The City and District agree that the City Manager/Administrator and District GM have the authority to modify the Agreement and update exhibits and appendices to this Agreement as necessary to clarify and implement this Agreement.

F. Integration. This Agreement includes the entire agreement of the parties and supersedes any prior discussions or agreements regarding the same subject. There are no understandings, agreements, or representations, oral or written, regarding this Agreement except those in this Agreement.

G. Headings. The headings of this Agreement are for convenience and reference purposes only and in no way define, limit or affect the scope, substance, meaning or interpretation of this Agreement.

CLEAN WATER SERVICES	CITY OF TIGARD, OREGON
By:_____	By:_____
General Manager or Designee	Title: _____
Date: _____	Date: _____
APPROVED AS TO FORM	APPROVED AS TO FORM
_____	_____
Clean Water Services Counsel	City of Tigard Counsel

APPENDIX A:
CLEAN WATER SERVICES – CITY OF TIGARD DIVISION OF RESPONSIBILITIES | 2026

APPENDIX A:
CLEAN WATER SERVICES – CITY OF TIGARD DIVISION OF RESPONSIBILITIES | 2026

Sanitary Sewer System Asset Ownership	Within City of Tigard Limits
Treatment Facilities	**Asset Owner**
Wastewater Resource Recovery Facility	District
Conveyance	
Pump stations	District
Force mains	District
Reuse mains	District
Gravity pipes: Greater than or equal to 24 inches in diameter (trunklines)	District
Gravity pipes: Less than 24 inches in diameter	City
Siphons, connected to: Greater than or equal to 24-inch pipe	District
Siphons, connected to: Less than 24-inch pipe	City
Laterals (private)	Property Owner
Mainline: Greater than or equal to 24-inch pipe to lateral connection	District
Mainline: Less than 24-inch pipe to lateral connection	City
Flow monitors	District [1]
Flow monitors	City
Structures	
Maintenance Holes: Greater than or equal to 24-inch diameter line	District
Maintenance Holes: Less than 24-inch diameter line	City
Cleanouts	City
Vaults: Greater than or equal to 24-inch diameter line	District
Vaults: Less than 24-inch diameter line	City
Miscellaneous	
Easements associated with lines less than 24 inches in diameter	City
Easements associated with lines greater than or equal to 24 inches in diameter	District
Access Roads	City and District

1 District provides flow monitoring as needed for Capital Improvement Plan (CIP) and inflow and infiltration (I&I) studies. District will inform City prior to installing flow monitoring equipment in City-owned infrastructure.

APPENDIX A:
CLEAN WATER SERVICES – CITY OF TIGARD DIVISION OF RESPONSIBILITIES | 2026

Stormwater and Surface Water System Assets	Within City of Tigard Limits
Conveyance	**Asset Owner**
Pipes – any size	City
Detention lines	City
Laterals – private	Property Owner
Mainlines to lateral connections	City
Roadside Ditches and swales in Washington County (County) Right-of-way	County
Roadside Ditches and swales in City Right-of-Way	City
Roadside Piping for a private driveway, all locations	Private
Roadside Piping in City Right-of-Way	City
Culverts: Less than 36-inch diameter in County Right-of-Way	City
Culverts: 36-inch and greater diameter in County Right-of-Way	County
Culverts: 36-inch and greater in City Right-of-Way	City
Culverts: Less than 36-inch in City Right-of-Way, except private	City
Structures	
Maintenance Holes	City
Catch basins and inlets	City
Filter vaults, Maintenance Holes, and catch basins	City
Water quality Maintenance Holes	City
Cleanouts	City
Stormwater Management (SWM) Facilities	
Vegetative water quality facilities	City
Low impact development approaches	City
Miscellaneous	
Bridge: County Right-of-Way	County
Easements	City
Material yard	City

APPENDIX A:
CLEAN WATER SERVICES – CITY OF TIGARD DIVISION OF RESPONSIBILITIES | 2026

Sanitary Sewer Maintenance Programs within City of Tigard		Local Program	Regional Program	Notes
Sanitary Sewer Lines Less Than 24 inches	1. Ownership of gravity sanitary sewer lines, including Maintenance Holes and lids	--	--	For public sanitary mainlines that cross jurisdictional boundaries: Generally, the jurisdiction where the downstream maintenance hole is located maintains the upstream mainline up to, but not including, the upstream maintenance hole.
	2. Line cleaning	City	--	Boundary conditions (see ownership criteria in item 1).
	3. Root cutting and chemical control	City (root cutting only)	District (chemical control)	
	4. Closed-Circuit Television (CCTV) inspection	City	--	
	5. Vector control	City	--	
	6. Ownership of easement and access road maintenance	City	--	
	7. Siphon maintenance where line leading to siphon is less than 24 inches	City	--	
	8. Utility locates	City	District	City for all City-owned sanitary assets. District for all District-owned sanitary assets.
	9. Minor repairs including point repairs and individual laterals of City-owned conveyance	City	--	Laterals are private up to the main.
	10. Rehabilitation of City-owned conveyance	City	--	
	11. Maintenance hole rehabilitation of City-owned conveyance	City	--	
	12. Force mains	--	District	

APPENDIX A:
CLEAN WATER SERVICES – CITY OF TIGARD DIVISION OF RESPONSIBILITIES | 2026

Sanitary Sewer Maintenance Programs Within City of Tigard		Local Program	Regional Program	Notes
Sanitary Sewer Lines Greater Than or Equal to 24 inches	13. Ownership of gravity sanitary sewer lines including Maintenance Holes and lids	--	District	
	14. Water resource recovery facilities	--	District	
	15. Pump stations	--	District	
	16. Siphon maintenance where the line leading to the siphon is equal to or greater than 24 inches in diameter	--	District	
	17. Compilation of CCTV data and reports and systemwide evaluation	--	District	
	18. Rehabilitation of conveyance	--	District	
	19. Maintenance hole rehabilitation (sealing)	--	District	
	20. Force mains	--	District	

APPENDIX A:
CLEAN WATER SERVICES – CITY OF TIGARD DIVISION OF RESPONSIBILITIES | 2026

Sanitary Sewer Capital Improvement Projects (CIP)	Local Program	Regional Program	Notes
21. Projects to abate infiltration and inflow: Includes repairs, replacements, reconstruction, and rehabilitation	City	--	Cost-sharing will follow regional project funding guidelines by the CIPP committee as described in of this IGA.
22. Lines less than 24 inches inclusive of Maintenance Holes and lids: Major repairs, replacements, reconstruction, rehabilitation, CIP construction, and improvements	City	District	District will participate in cost-sharing for lines between 12 and 24 inches. See regional project funding guidelines.
23. Lines equal to or greater than 24 inches and all force mains: Repairs, replacements, reconstruction, rehabilitation, CIP construction, and improvements	District	District	

APPENDIX A:
CLEAN WATER SERVICES – CITY OF TIGARD DIVISION OF RESPONSIBILITIES | 2026

Stormwater Maintenance Program Within City of Tigard	Local Program	Regional Program	Notes
24. Line cleaning	City	--	
25. Maintenance hole repair and grouting	City	--	
26. Maintenance hole maintenance and adjustment	City	--	
27. Root cutting	City	--	
28. CCTV inspection	City	--	
29. Catch basin cleaning	City	--	
30. Water quality maintenance hole cleaning	City	--	
31. Local surface retention/detention and water quality facility maintenance	City	--	
32. Proprietary filter and storage structures (vaults, Maintenance Holes, catch basins, and other etc.) maintenance	City	--	
33. Roadside Ditches and Piping systems in City Roads	City	--	Excluding Ditches in County Roads and ODOT jurisdictional conveyance and treatment.
34. Roadside Ditches on County Roads	--	District	Under contract with the County.
35. Street sweeping	City	--	With the exception of agreed-upon trades between the City and District.
36. Debris management disposal (inclusive of sweeper, catch basin, and other storm system structures, excluding leaves)	City	--	Collection and delivery for disposal of material collected within the City at District-provided debris management site.
37. Materials management disposal yard	--	District	The City and all vendors under contract to perform work on behalf of the City will have regular access and pay no fees to dispose of allowed materials.
38. Leaf management program including leaf hauling, processing, and disposal program	City	--	

APPENDIX A:
CLEAN WATER SERVICES – CITY OF TIGARD DIVISION OF RESPONSIBILITIES | 2026

Stormwater Maintenance Program Within City of Tigard	Local Program	Regional Program	Notes
39. Culvert [2] maintenance under 36 inches in City roadway systems	City	--	
40. Culvert [2] maintenance 36 inches and larger and bridge maintenance on City Roads	City	--	
41. Culvert [2] maintenance smaller than 36 inches on County Roads	City	--	
42. Control per the Integrated Pest Management Plan that impacts the public Stormwater and Surface Water system	City	--	
43. Utility locates	City	--	
44. Repairs, replacements, reconstruction, rehabilitation, CIP construction, and improvements	City	District	
45. Flooding and emergency response	City	--	
46. Compilation of CCTV data reports and systemwide evaluation	--	District	

2. This Agreement is only for the ownership, maintenance, and operation of Culverts used within the Municipal Separate Storm Sewer System (MS4). Culverts associated with City Roads that cross stream corridors will be inspected and maintained as needed, but are otherwise not part of the inventory identified by this Agreement.

APPENDIX A:
CLEAN WATER SERVICES – CITY OF TIGARD DIVISION OF RESPONSIBILITIES | 2026

Engineering, Inspection, Support Elements Within City of Tigard	Local Program	Regional Program	Notes
1. Service Provider Letter prescreening	--	District	
2. Issue District Service Provider Letter for projects within 200 feet or inside Sensitive Areas	--	District	
3. Development Review: Land use review, permitting, and construction plan review	City	--	
4. Stormwater Connection Permit Authorization issuance (SWCPA)	--	District	
5. Sanitary sewer Connection permit issuance	--	District	
6. Regional sanitary sewer Connection permit issuance	--	District	Needed when a development connects to a 24-inch or greater sanitary sewer line.
7. Local Erosion Control Permit issuance (less than 1 acre)	City	--	
8. Erosion Control 1200-C, 1200-CA, 1200-CN permit issuance	--	District	
9. Spill response, investigation, and reporting	City	--	City will communicate with District and applicable state and federal agencies as required by the Permit. District will provide support as needed.
10. Illicit Discharge Detection and Elimination (IDDE) response, investigation, and reporting	City	--	City will communicate with District and applicable state and federal agencies as required by the Permit. District will provide support as needed.
11. Local sanitary sewer master plans	City	--	Excludes flow modeling but includes assessment of city-owned assets.
12. Regional sanitary sewer master plans	--	District	Includes all flow modeling.
13. Local Stormwater and surface water master plans	City	--	
14. Surface water master plans	--	District	Supporting an understanding of the ecological and stream health needs for a basin.
15. Local Stormwater master plan for unincorporated areas	District	--	

APPENDIX A:
CLEAN WATER SERVICES – CITY OF TIGARD DIVISION OF RESPONSIBILITIES | 2026

Engineering, Inspection, Support Elements Within City of Tigard	Local Program	Regional Program	Notes
16. Flow monitoring	--	District	District will inform City prior to installing flow monitoring equipment in City-owned infrastructure. District will do monitoring for CIP and I&I planning and modeling.
17. Flow monitoring	City	--	
18. Erosion prevention and sediment control program inspections	City	--	
19. Public and private Stormwater management facility program inspections	City	--	Includes facilities in construction, warranty, and post-construction program inspections per the Operations and Maintenance Performance Standards.
20. Manage and inspect the DEQ Industrial Stormwater 1200-Z Permit and SWPCP on properties within the City	--	District	SWPCP: Stormwater Pollution Control Plan.
21. Dry weather outfall inspections for Illicit Discharges	--	District	
22. Fats, Oils, and Grease (FOG) reduction program	City	--	
23. Cross-connection investigations and response	City	District	
24. Maintaining local Geographic Information System (GIS) information	City	District	Inclusive of inventory, locations, and engineering records.
25. Industrial pretreatment and waste programs (inspection and management)	--	District	District will inform City on location of industrial sources and lines that carry industrial sources that may impact the City.

AIS-6270 **5. B.**

Business Meeting

Meeting Date: 09/01/2026

Length (in minutes): Consent Item

Agenda Title: Consider Amendment to Contract for Pavement Management Program Slurry & Crack Seal Services

Authored By: Toni Riccardi

Presented By: Project Manager George

Item Type: Motion Requested
Local Contract Review Board

Information

Explanation of Issue

The purpose of this action is to approve a contract amendment for additional Pavement Management Program Crack Seal services. Crack Seal is estimated by using test streets, and quantities are difficult to narrow down as every street is different. Through the course of getting the crack seal work completed, the contractor exceeded the initial estimated quantity by exactly 254,343 linear feet (LF), the value of which equates to $142,178.76.

Action Requested

Staff recommends the Local Contract Review Board approve a contract amendment for additional Pavement Management Program Crack Seal services totaling $142,178.76 and direct the City Manager to take the necessary steps to execute the amendment.

Background Information

Project Overview:
The city's annual Pavement Management Program (PMP) helps protect the city's street infrastructure. The program typically includes a combination of minor maintenance projects (slurry seal and crack sealing applications) and major maintenance and rehabilitation projects (pavement overlays). In a preventative maintenance, or slurry seal project, a coating of oil mixed with sand is applied to the surface of the street as a cost-effective means of pavement preservation. Slurry seal treatment typically adds 5 to 10 years of pavement life for the street. Work under a slurry seal project includes:

- Application of slurry seal on residential streets,
- Application of pavement striping and markings on residential streets,
- Temporary signage, protection, and traffic control, and
- Performance of additional and incidental work as called for by specifications and plans.

Project Timeline:
Was completed in summer of 2026.

Strategic Vision:
The Pavement Maintenance Program allows the city to ensure roadways are safe and in good working

order.

Procurement Process:
The City issued an Invitation to Bid (ITB) for the original scope of this project on April 13, 2026. As a result of that ITB, on May 26, 2026, the city awarded a contract to VSS International, Inc. in the amount of $1,029,325. Change order #1 included additional quantities of Crack Seal totaling $353,852. The crack seal is estimated by taking roughly 4 whole streets from the list, quantifying the cracks in linear feet, and applying that to all streets in the program this year. That estimate was low, and the crack seal work ended with an extra 254,343 LF, which equates to a value of $142,178.76. This proposed amendment before the Local Contract Review Board would bring the contact total to $1,525,355.76.

Dates of Previous Considerations:

- May 26, 2026: LCRB approval of the PMP Slurry and Crack Seal contract to VSS International Inc. for $1,029,325
- July 14, 2026: LCRB approval of the PMP Slurry and Crack Seal change order #1 to VSS International Inc. adding $353,852

Alternatives & Recommendation
N/A

Additional Resources
Paving on the Tigard Website: www.tigard-or.gov/paving

Fiscal Impact

Cost: 142,178.76
Budgeted (yes or no): Yes
Where budgeted?: Street Maintenance Fund – Project 95001
Additional Fiscal Notes:
Additional Fiscal Notes: Funding for this work is appropriated in the current fiscal year budget. This amendment adds an additional $142,178.76 to the existing contract for a revised contract total of $1,525,355.76.

Attachments

Paving - Tigard Website Page

CONTACT

Nichole George
Pavement Project Manager
971-413-5875 | Email

Project Information Line
503-718-2760

MAP OF SELECTED NEIGHBORHOODS



View selected neighborhood for paving.

View the Slurry Seal Schedule for August.

SIGN UP FOR TEXT MESSAGE PROJECT ALERTS!

Sign up for text message and phone call alerts to stay up to date on the Pavement Management Program. Get timely updates on project schedules, road closures, and potential delays—so you can plan ahead and stay informed every step of the way.

Sign up for Pavement Management Program alerts.

PROJECT FUNDING

This program is supported by the Street Maintenance utility fee.



Paving

Pavement Management Program

Crack & Slurry Seal Summer 2026

Slurry Seal Schedule

View the Slurry Seal Schedule for August.

(Updated on 8/23/2026 at 9:52 p.m.)

Traffic Impacts:

8/24/26 - 8/27/26: No through traffic on Tigard Street from 115th Avenue between the hours of 7:30 a.m. and 5 p.m. while slurry seal is in progress. Local access is available for segments that are not being slurry sealed. Check the schedule above to see the segment schedule.

8/12/26 Schedule Updates:

Shady Place, Ventura Court, and Barbara Lane slurry seal has been delayed. These streets will be rescheduled for 8/28/26.

8/13/26 Schedule Update:

Cedar Crest Street off 74th has been delayed. It will be rescheduled for 8/28/26.

.....

The City of Tigard will be completing crack and slurry seal throughout Tigard as part of the Pavement Management Program starting August 3, 2026. Check to see if your street will be crack and slurry sealed this summer here.

Starting August 3, our contractor will begin crack sealing. During this process, roads will remain open and usable. Drivers may experience minor traffic interruptions.

Starting August 12, our contractor will begin slurry sealing. Neighborhoods will experience single day road closures for the slurry seal application. A tentative schedule is available above.

A couple days before your street is closed, you will receive a door hanger notice and signs will be posted along your street. If you would like to receive text and email updates on construction impacts, click here to sign up for construction alerts.

- Your street will be closed for one day from 7:30 a.m. to approximately 5 p.m.
  - When the slurry seal is applied, it looks like chocolate syrup but is much stickier and messier. Slurry seal takes several hours to dry. During that time, motorists, pedestrians, and pets must stay out of the slurry seal to avoid damaging the application and getting material on vehicles, shoes, and paws.
- You must remove all vehicles and other objects from the street.
  - This includes trailers, garbage cans, basketball hoops, etc.
- You must avoid outdoor water use if it causes water to flow onto the street.
  - Water will hinder the slurry seal curing process. If you water your lawn or wash your car on slurry seal day, please make sure the water does not flow onto the street.

Frequently Asked Questions

When will my street be closed for the slurry seal application?

Once determined, the paving schedule will be posted on www.tigard-or.gov/paving. A couple days before the closure, you will receive a door hanger notice and signs will be posted along your street. We do our best to adhere to the schedule, but wet weather and other factors can cause delays. If your street closure date changes, you will receive a new door hanger notice and the signs along your street will display the updated street closure date. You can also sign up for text message and phone call alerts to stay up to date on project timeline and impacts.

What if it rains?

Light rain or passing showers may not delay the slurry seal application. However, slurry seal cannot be applied in heavy or steady rain. If we have or anticipate significant rainfall, the slurry seal application is likely to be postponed to another day. You will be notified of the new application date via a door hanger notice and signs along your street.

What if there is an emergency?

Should an emergency arise, emergency vehicles will be given access to the street.

What if I need to drive somewhere?

Park your vehicle on a nearby street that is not being slurry sealed. Use the attached maps, the schedule posted at www.tigard-or.gov/paving, and check area signage to plan your route and where to park.

What about garbage pickup, mail delivery, ect.?

Slurry seal applications are coordinated with the Postal Service, garbage haulers and other service providers. In most cases, you will not experience any service interruptions. Put garbage cans out early on your regular collection day, preferably at the edge of your driveway rather than in the street. Garbage haulers and mail carriers will work around the slurry seal application to provide service— although it may not be at the usual time of day.

How much does slurry seal cost and how is it paid for?

Slurry seal costs about $.30 per square foot and is very cost effective when compared to a complete pavement overlay, which costs about $3.00 per square foot. Slurry seal is paid for by Tigard residents and business owners through the street maintenance fee. This fee appears on your monthly City of Tigard utility bill.

General Information +

ADA Ramp Program +

Slurry Seal +

AIS-6266 **6.**

Business Meeting

Meeting Date: 09/01/2026

Length (in minutes): 15 Minutes

Agenda Title: Update from Washington County Sheriff's Office

Authored By: Lindsay Bartholomew

Presented By: Undersheriff John Koch and Chief Deputy Erroll McCrea

Item Type: Update, Discussion, Direct Staff

Information

Explanation of Issue

Washington County Undersheriff John Koch and Chief Deputy Erroll McCrea will provide an update.

Action Requested

No action is requested.

Background Information

The Sheriff's Office reports to the various city councils in the County. The last update to the Tigard City Council was on August 26, 2026.

Alternatives & Recommendation

N/A

Additional Resources

N/A

Attachments

Presentation



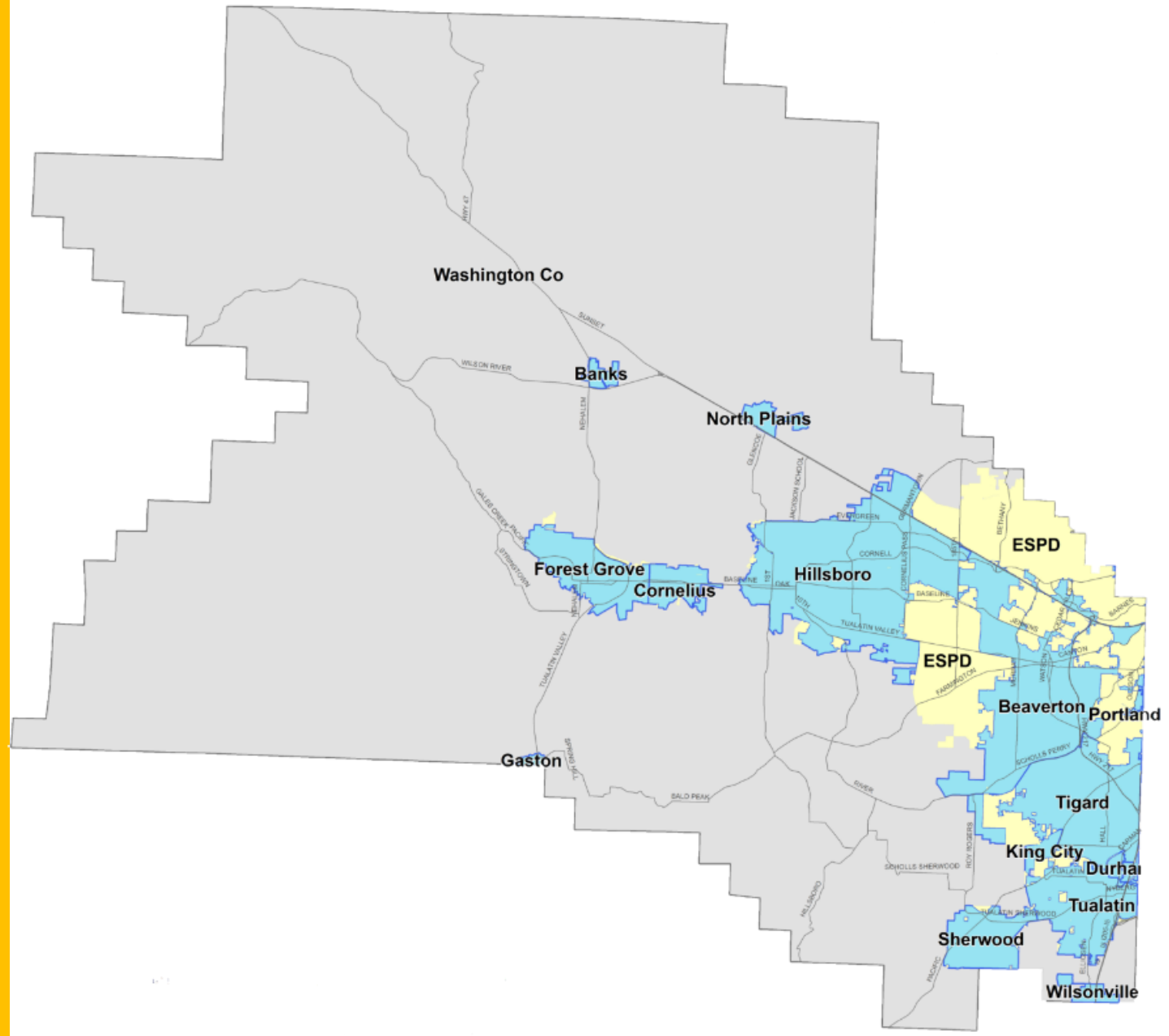
Wherever You Live, We Serve You

Public Safety in Washington County

Tigard, OR

September 1, 2026

Wherever You Live, We Serve You

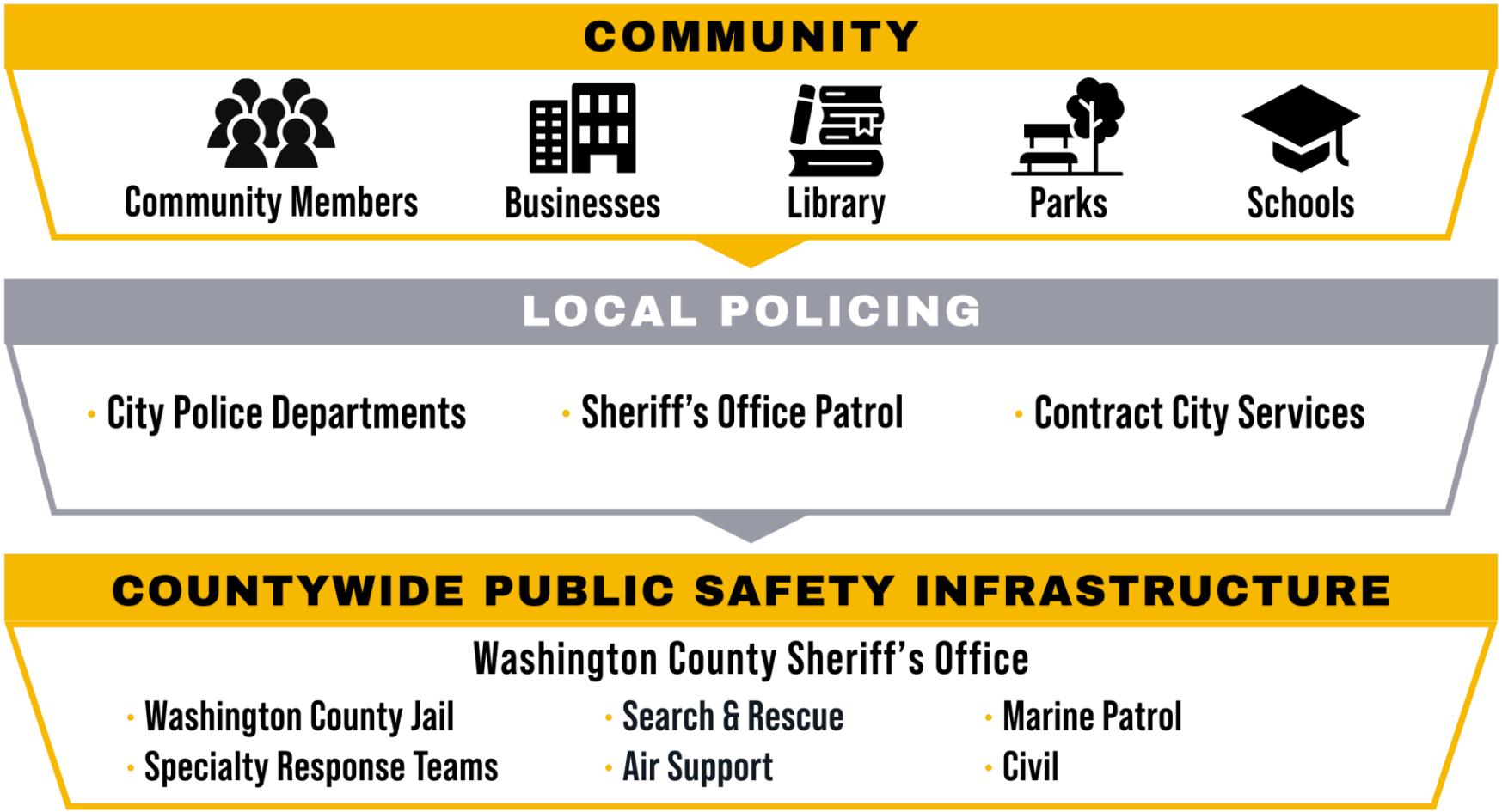


Provide county-wide services to over 614,000 community members

- Manage Washington County's only jail
- Primary first responders for rural and urban unincorporated residents
- Provides contracted policing services for municipal partners
- Partnering with law enforcement agencies across the county
- Washington County remains the safest major urban county in Oregon

SHERIFF
WASHINGTON COUNTY

The Washington County Public Safety System



SHERIFF
WASHINGTON COUNTY



Supporting Law Enforcement Across Washington County

Critical Infrastructure for Countywide Public Safety

Countywide Coordination

Enables patrol, investigations, and specialty teams to operate seamlessly across jurisdictions

Training and Readiness

Prepares law enforcement officers across the county for complex calls, crisis response, and evolving community needs

Technology Investment

Provides tools like data systems and emerging technology to enhance response capabilities and transparency

Flexible, Countywide Response

Allows resources and specialized teams to be deployed where they are needed most – across any community

SHERIFF
WASHINGTON COUNTY

Prepared to Protect – Countywide Specialty Teams







Some public safety incidents require specialized training, equipment, and coordination.

Countywide special response teams allow agencies to:

- Increase the potential for peaceful resolution
- Respond safely to complex incidents
- Provide specialized investigative expertise
- Support all law enforcement agencies in the county

SHERIFF
WASHINGTON COUNTY

Prepared to Protect – Countywide Specialty Teams

- Air Support Unit
- Crash Analysis Reconstruction Team
- Criminal Apprehension Team
- Crisis Negotiations Unit
- K9 Unit
- Marine Patrol
- Mental Health Response Team
- Search and Rescue
- Tactical Negotiations Team
- Mobile Field Force

SHERIFF
WASHINGTON COUNTY



Crash Analysis Reconstruction Team (CART)

Supports agencies across Washington County by investigating serious and fatal crashes.

- Reconstructing complex crash scenes
- Collecting and analyzing forensic evidence
- Supporting criminal investigations and court proceedings

Key Technology

- New 3D scanning technology allows investigators to capture crash scenes with high precision.
- This technology helps investigators document evidence quickly and accurately.

SHERIFF
WASHINGTON COUNTY

Mental Health Response Team (MHRT)

Provides specialized response to individuals experiencing behavioral health crises.

Team members work to:

- De-escalate crisis situations
- Connect individuals with appropriate services
- Reduce unnecessary incarceration
- Improve outcomes for vulnerable individuals



Approach

The team focuses on:

- Crisis intervention
- Collaboration with behavioral health providers
- Connecting individuals to long-term resources

SHERIFF
WASHINGTON COUNTY

Mobile Field Force (MFF)

Provides coordinated law enforcement response during large-scale public safety events

- Large protests or demonstrations
- Major emergencies
- Civil disturbances
- Large public events

Key Focus

- Maintain public safety
- Protect constitutional rights
- Ensure safe and coordinated response



SHERIFF
WASHINGTON COUNTY



Leveraging Technology

- Body worn cameras for patrol and jail staff
- In car video expansion through grant funding
- Drone as First Responder (DFR) pilot program
- License plate reader technology
- Exploring AI assisted report writing

SHERIFF
WASHINGTON COUNTY



Managing Washington County's Only Jail

- Built in **1998**
- Serves **every law enforcement agency in Washington County**
- Houses adults awaiting trial or serving sentences
- Provides medical care, behavioral health support, and safety
- **What happens after arrest**
  - Incident
  - Police Respond
  - Arrest
  - **Washington County Jail**
  - Courts & Justice System

SHERIFF
WASHINGTON COUNTY



Managing Today, Planning for the Future

TODAY

- Suicide prevention improvements, including jump barriers
- Reopening Pod 1 for detox and stabilization
- Electronic Home Detention program
- Jail investigations and human trafficking training
- Body worn cameras in the jail

LOOKING AHEAD

- Facility now over **28 years old**
- Continued population growth
- Long-term planning needed to maintain safe capacity
- Jail capacity study
- Jail expansion

SHERIFF
WASHINGTON COUNTY

Community Investment in Public Safety



Thank you to Washington County voters

In November 2025, voters demonstrated strong community support for public safety by approving the Public Safety Levy.

This investment supports:

- Washington County Jail operations
- Mental Health Response Team
- Criminal investigations
- Law enforcement resources
- Domestic violence and victim services
- Community supervision
- Prosecution

These services support every community in Washington County.

SHERIFF
WASHINGTON COUNTY



Wherever You Live, We Serve You

- Public safety in Washington County works because our agencies work together.
- City police departments provide local policing, and the Sheriff's Office provides countywide resources and infrastructure that support communities across the county.
- Together, we serve more than 614,000 community members

SHERIFF
WASHINGTON COUNTY



THANK YOU

SHERIFF
WASHINGTON COUNTY

AIS-6267 **7.**

Business Meeting

Meeting Date: 09/01/2026

Length (in minutes): 15 Minutes

Agenda Title: Check in with Commissioner Snider

Authored By: Lindsay Bartholomew

Presented By: Washington County Commissioner Snider

Item Type: Update, Discussion, Direct Staff

Information

Explanation of Issue

Washington County Commissioner Snider will present to Council about County business, focused on the County's role in providing services and support for houselessness.

Action Requested

This is an opportunity for Council to ask questions of the County. No formal action is requested.

Background Information

City Council requested an update on forthcoming Supportive Housing Services projects. Questions were sent to Commissioner Snider in advance regarding the partnership between Tigard and Washington County in responding to ongoing issues related to houseless services.

Alternatives & Recommendation

N/A

Additional Resources

N/A

Attachments

No file(s) attached.

AIS-6230 **8.**

Business Meeting

Meeting Date: 09/01/2026

Length (in minutes): 75 Minutes

Agenda Title: River Terrace 2.0 Finance Strategy & System Development Charges (SDC) Update

Authored By: Brittany Gada

Presented By: Senior Planner Gada

Item Type: Update, Discussion, Direct Staff

Information

Explanation of Issue

A methodology for assessing System Development Charges (SDCs) associated with development is one component of the River Terrace 2.0 Equitable Finance Strategy, which assesses how capital infrastructure needed to support anticipated development will be funded and built. As a part of this work, the project team has been analyzing a tiered SDC structure based on unit size. This approach is expected to better support the city's housing policy goals to deliver more middle housing and starter homes in River Terrace 2.0. This work is scheduled to be completed this fall and adopted as part of the River Terrace 2.0 Community Plan in May 2027.

Action Requested

Staff requests high-level housing policy direction to inform refinements to the citywide and River Terrace 2.0 supplemental parks and transportation SDC approach.

Background Information

This is Part 1 of a 2-part series of Council discussions on System Development Charges (SDCs) citywide and in River Terrace 2.0 (RT2.0).

In this session, staff will present the draft concept for a tiered SDC approach that aligns with Council direction to expand housing options as well as market realities informed by developer feedback. There will be no figures presented in this session; instead, the presentation will focus solely on the concept and explain how a tiered SDC system is structured to ensure that Council agrees with the broad approach. This will not be the final decision on an SDC approach.

Part 2 of this series will provide Council with more detailed SDC data and dollar figures. At this second session, staff will present data and dollar figures that result from the recommended approach. Council will be asked to confirm whether the recommended rates align with the housing policy direction that Council set on September 1, 2026 and alternative policy options will also be presented. On October 13, 2026, Council will be asked to make a final policy decision or to determine if an additional meeting is needed to present further analysis or to allow more discussion. A study session on September 22, 2026, has been scheduled to prepare Council for the policy discussion in October.

Dates of Previous and Potential Future Considerations

Throughout the River Terrace 2.0 Community Plan project, City Council has set policy direction that drives the SDC methodology and rates related to infrastructure costs and housing policy.

Directions related to RT2.0 infrastructure costs included:

- Identifying the preferred street network (July, 15, 2025)
- Establishing the Parks Level of Service (January 29, 2026)
- Approving RT2.0 street designs (May 26, 2026)

On January 29, 2026, directions related to the RT2.0 housing policy were established, including:

- 18 units/acre average housing density
- Prioritize the development of middle housing
- Require under-supplied housing options

Additionally, City Council directed staff on March 24, 2026, to assess tiering citywide and RT2.0 supplemental SDCs to support housing goals. The next City Council meeting on this topic will be on October 13, 2026, during which City Council will be asked if staff SDC recommendations align with housing policy direction set during the September 1, 2026 meeting.

Public Involvement

Extensive community engagement has occurred throughout the RT2.0 Community Plan to understand community priorities for housing and infrastructure, which directly informed housing policy, RT2.0 parks and transportation infrastructure plans, and the tiered SDC approach. Community housing priorities include the need for a greater number of smaller units and middle housing options to provide starter homes, opportunities for seniors to age in place, and more affordable options in general.

Targeted engagement on residential SDCs and a potential tiered rate structure also occurred with the development community during two Developer Forum events in March and July 2026. Attendees to these events included a range of development firms, including specialists in affordable housing, middle housing, infill, and greenfield development. Additionally, the Developer Forums included design and engineering firms and representatives of the Homebuilders Association of Greater Portland. Developers have consistently shared that SDCs are a key driver of development feasibility and that smaller units and middle housing are difficult to deliver without SDC discounts.

Impacts

SDCs are a funding source that supports the delivery of capital infrastructure projects in the City's Capital Improvement Plan (CIP). When a city considers adoption of a new or updated SDC methodology or a policy discount, potential impacts to SDC funds are evaluated based on anticipated development. In RT2.0, greater infrastructure demands to support greenfield development require additional funding sources, including the RT2.0 supplemental parks and transportation SDCs.

Decisions related to SDCs that support the city's housing policies and production goals would be considered a Housing Production Strategy action and would contribute to meeting state requirements.

Alternatives & Recommendation

Staff recommend that the city implement a tiered SDC methodology based on unit size for citywide and RT2.0 supplemental parks and transportation SDCs in addition to redistributing existing policy discounts to better support housing goals. Alternatively, City Council could direct staff to keep the existing rate structure or explore other alternatives.

Additional Resources

N/A

Fiscal Impact

Cost: Unknown at this time

Budgeted (yes or no): Partially

Where Budgeted (department/program): Finance, Public Works / SDCs

Additional Fiscal Notes:

The River Terrace 2.0 Equitable Finance Strategy completes the analysis necessary to understand the upfront infrastructure construction costs and ongoing operations and maintenance costs associated with the facilities needed to serve future development in this area. It also develops the State-mandated methodology to identify supplemental System Development Charges (SDCs) that will apply to development and SDC credit eligible improvements. The Equitable Finance Strategy will also identify recommended supportive strategies using an equity-first lens to ensure that River Terrace 2.0 development moves forward with a sound funding strategy that supports city policy goals and priorities in this area. Lastly, in March, City Council directed staff to explore tiering SDCs in both River Terrace 2.0 and citywide. Since policy direction on the funding strategy directly impacts city budgets and operational resources, a core purpose of the Equitable Finance Strategy is to balance strategies that support policy goals while limiting potential impacts on city resources in a way that aligns with City Council direction. This work is ongoing, and additional information, including city budgetary considerations, will be provided during the next City Council update on October 13, 2026.

Attachments

Developer Forum 3 Summary

Presentation

RIVER TERRACE 2.0 COMMUNITY PLAN
DEVELOPERS FORUM – MEETING 3

MEETING SUMMARY

Date and Time: Monday, July 27, 2026; 2:00 – 3:52 p.m.

Location: Virtual, Zoom Meeting

Video Recording Link

Attendance

Attendees:

- Aubre Dickson, CHF
- Ben Hemson, Homebuilding Association (HBA) of Greater Portland
- Curtis Rystadt, Upright Development Works
- Heather Hill-Hemson, Pahlisch Homes
- Jeanette Shaw, City of Tigard Councilor
- KC Schwartzkoph, Pacific Community Design
- Laura Standridge, Standridge, Inc.
- Levi Levasa, Venture Properties/Stone Bridge Homes
- Marc Farrar, Metropolitan Land Group
- Matt Wellner, Crandall Group – River Terrace Resident
- Maureen Jackson, Standridge, Inc.
- Niki Munson, Riverside Homes, LLC
- Pam Verdadero, New Home Co.
- Scott Nelson, Taylor Morrison

Staff:

- Brittany Gada, City of Tigard
- Schuyler Warren, City of Tigard
- Jessica Pickul, JLA Public Involvement
- Valentina Peng, JLA Public Involvement

Welcome

Jessica Pickul, JLA Public Involvement, welcomed the group to the third Developer's Forum for the City of Tigard's River Terrace 2.0 Community Plan and invited attendees to share their name and organization in the chat. Brittany Gada introduced herself as the project manager, and noted that Schuyler Warren, Assistant Director of Community Development, would also help answer discussion questions. She noted that the goal was to answer clarifying questions and gather feedback that would help shape the City's recommendations to Council. The meeting objectives were to:

- Share the City's finance strategy assumptions, estimated River Terrace 2.0 supplemental SDCs, and draft SDC scaling structure by unit size, and assess alignment with City housing policy goals.
- Gather feedback on the feasibility of the draft parks and trails approach, including whether it balances public open space needs with development feasibility.

Jessica noted that the meeting was being recorded for note-taking purposes, that closed captioning was available, and that high-level notes and a recording would be shared with attendees afterward. She also acknowledged that Ben Hemson, HBA of Greater Portland, had submitted eight questions in advance on

behalf of HBA members and confirmed the team would work through all of them during the discussion periods.

System Development Charges (SDCs) and Fee Scaling

Brittany Gada presented the assumptions behind the River Terrace 2.0 equitable finance strategy, which determines how necessary capital infrastructure gets built, who builds it, and how it is funded. Transportation cost assumptions are based on public-sector delivery costs plus a 15% contingency, while parks cost assumptions are based on private-sector delivery costs drawn from River Terrace 1.0 developer-submitted SDC credit spreadsheets. She reviewed the resulting estimated supplemental SDCs: an average transportation SDC of $3,200 per unit and an average parks SDC of $1,680 per capita (roughly $2,500–$6,000 per unit). This would bring River Terrace 2.0's total SDCs close to River Terrace 1's levels.

Brittany then introduced a draft tiered fee-scaling structure that would replace the City's existing rate structure with one based only on unit square footage, so that larger units have a higher fee due to greater impacts to the infrastructure systems than smaller units that pay a lower fee. She noted that while this approach supports policy goals for very small units, it currently disadvantages some mid-sized middle housing products, so more work needs to be done to refine the approach. She also noted that City Council has expressed interest in exploring the same tiered approach for the City's existing citywide SDCs, not just the River Terrace 2.0 overlay.

Questions asked during this portion of the meeting can be reviewed in the attached appendix.

The discussion comments/themes included:

- Concern that the draft tiering structure is complex and that the square-footage bands do not clearly reflect what is realistically being built in Tigard.
    - Concern that the fee increase for mid-sized middle housing (for example, a roughly 1,700-square-foot townhouse) could discourage that product, while the discount for very small units is not large enough to meaningfully encourage it.
    - Observation that unit mixes this small are rare in practice, most products built in the 900-1,050-square-foot two-bedroom, two-bath range or larger, and that very small units are typically only built where needed to meet density requirements.
- Strong concern about assuming private-sector delivery costs for transportation since all infrastructure was built by developers in River Terrace 1.
- Strong concerns about oversizing requirements after conditions of approval are established for development which were not eligible for credits; several noted this exact issue occurred in River Terrace 1.
- Suggestion that the City could reduce the risk of under-collecting SDCs by establishing, early in a project (for example through a development agreement), what portion of anticipated SDC credits a developer is eligible for if it constructs public improvements itself.
- Offer from one developer to share recent private-sector construction cost data from River Terrace 1 to help calibrate cost assumptions.

- Request for clarity on how accessory dwelling units (ADUs) would be treated, since the size-based tiering structure would place most ADUs in the lowest fee tier with an associated fee, rather than an exemption.
- General appreciation for the City sending discussion questions in advance, which supported a more productive conversation.

Parks and Trails Approach

Brittany Gada presented the draft parks and trails approach implementing the River Terrace 2.0 Park System Plan, which includes one 10–12-acre community park, seven neighborhood parks totaling about 17 acres, four miles of linear greenway trails totaling about 9 acres, and three plazas totaling about 1–2 acres. The approach supports the City's natural resource, climate, and housing policies, and would offer both a clear-and-objective and a discretionary land use pathway.

Brittany explained that every development would be required to provide a minimum amount of Publicly Accessible Open Space (PAOS), which is estimated at roughly 6–10% of gross site acreage, compared to River Terrace 1's 20% open space requirement. There would be five types of PAOS: community parks, neighborhood parks, linear greenway parks, plazas, and pocket parks for sites that cannot otherwise accommodate a neighborhood park or trail. Up to 50% of the PAOS requirement can be co-located with protected natural areas. Brittany also shared a draft service area map which divides River Terrace 2.0 into 8 service areas with one park per area to ensure residents are within a 10-minute walk of a park. She reviewed draft park and trail standards and a "minimum usable open space area" concept requiring flat, centrally located land with amenities and trees for shade within each park.

Questions asked during this portion of the meeting can be reviewed in the attached appendix.

The discussion comments/themes included:

- The park service area map's colors are difficult to distinguish and would benefit from higher contrast.
- Support for fewer, larger, more centrally located parks with a greater range of amenities, informed by community feedback that smaller, scattered River Terrace 1 parks can feel less welcoming to non-immediate neighbors and less suitable for a range of ages and interests.
- Concern that without proactive city planning and acquisition, community park land assembled piecemeal from individual development applications could result in fragmented rather than consolidated park space; recommendation that community park acquisition be prioritized early, well ahead of developers submitting land use applications.
- Acknowledgment that the City has not yet identified or acquired a specific property for the River Terrace 2.0 community park, and that these acquisitions have historically been negotiated case by case, as with River Terrace 1's Blueberry Hill Park.
- Observation that the same flat, buildable land favored for parks is also the land most favorable for housing, while sloped, less desirable land often results in daylight or tuck-under floor plans that are harder to sell — creating a real tension between parks siting and housing feasibility.

- Interest in park amenities that serve a wide range of ages in one location, open lawn space, shade trees, accessible playgrounds, and picnic or shade structures; nature-based play was noted as one way to serve a broad age range in a single space.
- Clarification requested and received that the 70% canopy figure is a park-wide target (which can include co-located natural-resource tree cover) rather than the 40% minimum usable open area requirement, and that the canopy standard does not apply to sports fields.

Next Steps

Brittany Gada explained that the project team will document today's feedback, share the meeting recording with City Council, and prepare a written summary and appendix for Council's review. Next steps include:

- Continue refining the parks code approach and SDCs.
- Develop recommendations based on today's feedback and ongoing SDC data analysis.
- Meet with City Council on September 1 to request policy direction on the finance strategy.
- Finalize the finance strategy, including the SDC methodology and rate schedule.
- Send written comments to Brittany Gada by August 3 at Brittany.gada@tigard-or.gov

The parks approach will not be discussed at the September 1 Council meeting and will instead be refined over the next few months, with a future opportunity for developer input and a full public comment period on the draft development code prior to adoption. The next Developer's Forum is expected in late September and will focus on development code amendments.

MEETING APPENDIX: QUESTIONS AND ANSWERS

Below are the questions and comments received during the meeting, including through chat, as well as those emailed directly to the project team in advance of the meeting. These comments and questions are not exact quotes. At the end of this section, copies of comments received via email after the Developer Forum are also included.

System Development Charges and Fee Scaling

Question/Comment	Answer
Both newly proposed River Terrace 2.0 supplemental SDCs are priced on an assumed build-out of 18 dwelling units per acre. Will the methodology include a step at each SDC rate update comparing that assumption to actual permits, and adjusting the overlay rates in either direction?	This would be a methodology change and would have to follow the City's required procedure for methodology changes. We're not aware of an SDC methodology that includes this type of built-in, automatic adjustment step, but we'll follow up with the consultant team and welcome any examples from HBA members.
Looking at the square footage tiers, is there really much demand in Tigard for units under 800 square feet, or even 800–1,400 square feet? The proposed tiers don't seem to reflect what's realistically being built.	The tiers are structured like a bell curve, with the 1,400-2,600-square-foot range representing the bulk of expected production, consistent with what was built in River Terrace 1. The tier breaks are based on household size data by square footage, which drives the impact to transportation and parks systems — not solely what has historically been built — so the breaks reflect natural breaks in that underlying data.
If a 1,400-2,000-square-foot home is built in River Terrace 2.0, is the developer paying the estimated River Terrace 2.0 fee shown earlier, plus an additional percentage on top of it?	The percentages shown (56% for units under 800 sf, 80% for 801–1,400 sf, 108% for 1,401–2,000 sf, 126% for 2,001–2,600 sf, and 134% for units over 2,600 sf) are rate adjustment factors applied to the underlying average per-unit SDC, not an addition on top of the estimated fee shown in the earlier comparison slides. For example, a 1,400-square-foot detached home would fall into the same tier as a 1,350-square-foot middle housing unit and would see a savings compared to the existing rate structure.
The discount for a 700-square-foot middle housing unit doesn't seem large enough to encourage building it, while the increase for a roughly 1,700-square-foot townhouse is large enough to discourage that product.	Under the draft tiered structure, the transportation SDC for a 700-square-foot middle housing unit would drop from $7,230 to $6,073 and the parks SDC from $10,947 to $7,640. A 1,700-square-foot townhouse's transportation SDC would rise from $7,230 to $11,712 and the parks SDC from $10,947 to $14,785. This is a real shortcoming in the current draft tiers for mid-sized middle housing and doesn't fully align with housing goals, and we're continuing to analyze it.

From experience building studios and one-bedroom units in River Terrace 1 (600–700 square feet), it would be hard to achieve much unit mix below that size; most product is closer to 900–1,050 square feet, and very small units are typically only built where needed to hit density.	
For River Terrace 1, the citywide transportation SDC structure was updated alongside the River Terrace overlay. Is the City taking the same approach for River Terrace 2.0?	One option is to carry forward the same citywide transportation SDC that was developed alongside the River Terrace 1 work and add a new River Terrace 2.0 supplemental SDC. Using the existing (non-tiered) rate structure, the estimated total transportation SDC for an average single-family home is $12,394 in River Terrace 2.0, compared to $12,777 in River Terrace 1 and $8,737 citywide outside River Terrace; the estimated total parks SDC is $14,243 in River Terrace 2.0, compared to $13,653 in River Terrace 1.0 and $12,955 citywide. Another option would be to tier both citywide and supplemental SDC structures which would be a change to the existing SDC methodology.
ECOnorthwest priced transportation costs at typical public-sector delivery costs plus a 15% contingency, while parks costs in the same memo were based on developer-built River Terrace 1 parks. Will transportation costs be adjusted to a private-delivery basis before Council sets rates on September 1?	This is open for discussion. Public-sector cost assumptions (from Metro's regional cost-estimating tool) result in higher SDCs but give us surety that 100% of developer oversizing costs [those costs above what a developer is required to build to support their development] will be covered by credits. Assuming private-sector delivery costs would lower the fee but creates some risk of "fictional credits" if the SDC pool runs low before all oversizing is compensated. Ben's suggested approach — private-sector costs plus a 15% contingency — may offer a middle ground, and we welcome further input before finalizing an approach.
How much of the infrastructure in River Terrace 1 was actually delivered by the public sector versus developers?	Essentially none — developers delivered all of the infrastructure in River Terrace 1.
In River Terrace 1, developers were sometimes asked (after conditions of approval) to oversize infrastructure and were not reimbursed for the associated land cost. This is a significant concern with assuming private-sector delivery costs.	This is a known issue that was mentioned at the previous Developer Forum. We'll explore whether recent, actual private-sector construction cost data from developers could help calibrate our cost assumptions to do our best to prevent this from happening in the future. We'll take this feedback back to the consultant team and continue investigating why this occurred..
Does the Metro cost-estimating tool break out assumptions such as BOLI (prevailing) wages by line item?	No. BOLI wages are embedded in the tool's construction cost estimates as part of assuming public-sector delivery, but they aren't broken out as a separate line item, which makes it harder to isolate their specific cost impact.

Would developers generally support assuming private-sector delivery costs with a 15% contingency, even with some risk that 100% of oversizing costs might not be fully creditable? [Staff question to attendees]	An informal poll showed some support, though several attendees qualified their support on being assured that credits would still be honored if the SDC pool ran low. We estimate the difference between public- and private-sector delivery assumptions at roughly 30% which attendees thought was generally correct. [This will be verified with data.]
The City should be able to mitigate the credit-shortfall risk by establishing, early in a project (e.g., through a development agreement), what portion of anticipated SDC credits a developer is eligible for if it delivers public infrastructure itself, trued up against the overall River Terrace 2.0 credit estimates — minimizing the need for a large contingency while ensuring that there will be funds available to fully compensate developers with credits.	This is exactly the tension ECOnorthwest is trying to balance in setting the fee as low as possible while still ensuring 100% of oversizing cost recovery. We agree this approach is worth pursuing and will bring it back to the consultant team well in advance of the September 1 Council meeting.
The March 2 funding strategy memo split collectors into two categories: Key Collector Roads ($63.6M), assumed added to the county's Transportation Development Tax (TDT) list and therefore 100% TDT-creditable, and smaller collectors ($20.6M), assumed off-list at 50% credit. The July memo merges everything into one $84.2M category at 50% credit without explanation. What changed?	After further analysis of the citywide budget impact of adding River Terrace 2.0 collectors to the county's TDT project list (which would draw from city TDT funds available to projects citywide), City leadership decided not to add any River Terrace 2.0 collectors to the list. This doesn't change the overall percentage of costs that are creditable. It only changes which funding source provides the other 50% of eligible credits – the citywide transportation SDC, rather than all through TDT.
Now that land dedication percentages and supplemental parks SDC fees have hard numbers attached, when will credit terms be available for review?	The same SDC credit terms and mechanism we currently use citywide will apply to River Terrace 2.0 — the same types of oversizing costs will be eligible, and the same process will be used to request credits.
Tigard charges its parks SDCs below the full calculated rate citywide, including in River Terrace 1's overlay. The July memo keeps that discount everywhere except the new River Terrace 2.0 overlay, which is priced at the full rate. Why does every parks fee in the City get a discount except River Terrace 2.0?	No decision has been made either way. Extending the existing policy discount to River Terrace 2.0's parks overlay is a City Council policy decision, and we can't assume Council will extend it without direction. **CORRECTION:** The memo inaccurately stated that the River Terrace 1 overlay was discounted. There is no discount applied to the RT1 supplemental parks SDC. Only the citywide parks SDC is discounted by about 15% (improvement portion of the SDC only) which will carry forward for development in RT2.0.

Prior staff memos said the new size-based fees would only apply to the new River Terrace 2.0 overlay. Why is the City now also considering scaling the existing citywide SDCs, and is an adjustment for housing type still being considered?	City Council expressed interest a few months ago in exploring whether the tiered approach should extend to the existing citywide transportation and parks SDCs. No final decision has been made; the consultant team is now analyzing scaling for both River Terrace 2.0 and citywide structures together and will bring recommendations to Council.
Will there be a different SDC charge if a project is an affordable development with income restrictions?	Yes. Regulated affordable housing is exempt from parks and transportation SDCs citywide.
Because the tiering structure is based on square footage rather than housing type (except for apartments), how will accessory dwelling units (ADUs) be treated?	ADUs would generally fall into the lowest fee tier based on their size and would have an associated fee. Under this tiered approach, ADUs would no longer be exempt like they are now. Feedback on this outcome is welcome.
Would this change to ADU fee treatment be a significant concern? [Staff question to attendees]	Current lot sizes generally don't leave much room for ADUs to be built as part of initial development; where they occur, they tend to be added by homeowners after closing.

Parks and Trails Approach

Question/Comment	Answer
The park service area map's colors are hard to distinguish from one another.	We'll look into producing a version of the map with higher-contrast colors. The draft map divides River Terrace 2.0 into eight park service areas, sized so that each area's minimum required open space acreage is enough to support at least a neighborhood park (1.5–3.5 acres); Service Area 2 is sized to anchor the 10–12-acre community park instead of a separate neighborhood park.
How does the River Terrace 2.0 open space requirement compare to River Terrace 1's? Is more land being taken away from housing?	River Terrace 1 required 20% of gross acreage to go to open space for planned unit developments (which all River Terrace 1 developments were). The draft River Terrace 2.0 requirement is roughly 6–10% of gross acreage — significantly less as a code requirement — though the acreage is structured differently, into fewer, larger, more centralized parks rather than many smaller ones: one 10–12-acre community park, seven neighborhood parks (about 17 acres), four miles of linear greenway trails (about 9 acres), and three plazas (about 1–2 acres). **CLARIFICATION:** River Terrace 1's 20% open space requirement included protected natural resources, while RT2.0's does not. In RT2.0, natural areas are regulated by Metro's Title 13 which requires more protection than in RT1. To help reserve more land for housing while meeting Title 13 and providing public parks and trails, we're

	proposing that up to 50% of the RT2.0 open space requirement can be satisfied in protected natural areas.
Did something not work about the River Terrace 1 approach that is prompting the change for River Terrace 2.0?	Public feedback from River Terrace 1 residents favored fewer, larger parks with more usable open space over many smaller parks. River Terrace 2.0 also has additional goals around nature access and a 10-minute walk to a park or trail that River Terrace 1 didn't have.
Was River Terrace 1's parks approach developed differently than River Terrace 2.0's?	River Terrace 1's parks regulations were written before the City moved to a clear-and-objective development code approach. Parks are one of the more difficult topics to regulate in a clear-and-objective way, and part of the River Terrace 2.0 approach is designed to work within that framework while provisioning less land overall in exchange for higher-quality parks.
Will the City acquire land for the larger community park in Service Area 2 proactively, or only once individual development applications come in?	Developers are only required to contribute their site's share of open space (roughly 6% of gross acreage within the service area, an estimated 3.75–4 acres for the community park). Anything beyond that needed to reach the full 10–12-acre community park size would require a supplemental City purchase. We haven't yet identified or acquired a specific property; these acquisitions have historically been negotiated case by case, as with River Terrace 1 community park. We agree that a proactive approach would be best. We'll follow up with the Parks Department on next steps.
Without proactive acquisition planning, isn't there a risk that community park land assembled piecemeal from individual applications results in fragmented rather than consolidated park space? Community park acquisition should be prioritized early to help establish the larger amenities the public has asked for.	This is a solid recommendation that we'll bring to the Parks team. Piecemeal development is one of the biggest challenges of a clear-and-objective parks approach, since we can't control how or when individual parcels will assemble; the service area map is one tool intended to help minimize fragmented outcomes, but a mechanism is still needed to allow multiple sites to contribute toward the acreage requirement for one park.
If a development provides more open space than its required share, does that reduce the requirement for neighboring properties, and is the developer compensated for the extra land?	Conceptually, providing more than the required share could offset a neighboring property's requirement, but we haven't yet determined an equitable way to compensate or credit a developer for providing more than its own requirement while a neighboring development that contributes no land still pays park SDCs. This is an open question we're continuing to explore.
Does the 50% natural-area allowance mean simply setting aside existing natural land, or does it require constructing active park improvements,	It requires constructed park or trail elements within the natural area, not just setting aside existing land. For trails specifically, the draft standard requires 75% or more of trail length to be sited within protected natural resource areas to provide a nature-based experience. Whatever portion of a trail or park located there also counts toward the parks

such as trails, within the natural resource area?	approach's overall 50% natural-area cap, meaning it also counts toward the separate natural resource protection requirement.
Why can't 100% of a park's area be located within the protected natural resource area if it can be permitted?	Trails can be sited up to 100% within natural areas, as long as they connect to the public right-of-way. Full parks cannot, because Metro's Title 13 restricts natural resource areas to low-impact development only; features such as playgrounds or basketball courts with significant impervious surface wouldn't be allowed within the natural area, which is the basis for the 50% cap on parks.
Given that River Terrace 1's parks are mostly smaller neighborhood and pocket parks without much open play field, what amenities is the City hearing the community wants, and is there an opportunity to co-locate parks next to existing natural areas for connectivity?	Feedback favors open lawn space to throw a ball or set up a picnic blanket, shade trees, larger and more accessible playgrounds, and picnic or shade structures, generally concentrated in fewer, more central parks so more residents share a common gathering place rather than many small, segmented parks. Draft pocket parks (1,000–10,000 square feet) remain an option for sites that can't otherwise accommodate a neighborhood park or trail.
Is there a concern that River Terrace 1's smaller, more scattered parks feel less welcoming to residents who don't live immediately nearby?	Yes, we've heard that feedback. Larger, more centrally located parks in River Terrace 2.0 are intended to feel more inclusive and welcoming to all River Terrace 2.0 residents, and even to nearby River Terrace 1 neighbors.
The same flat, buildable land that is favorable for parks is also most favorable for housing; sloped land tends to result in daylight or tuck-under floor plans that are less desirable to buyers and sit longer on the market. This is a real tension worth flagging even without an easy fix.	This is a genuine tradeoff between housing and parks that we've had to navigate; feedback on whether the draft approach strikes the right balance is welcome.
Is the community looking for open, flexible lawn space, or more programmed play structures serving a range of ages in one location, so families are not required to visit multiple parks for children of different ages?	Feedback points to wanting both a range of ages served and flexibility; nature-based play was noted as one approach that tends to work well across a broad age range in a single space.
The parks code will require every development to set aside 6–10% of its site as public open space, but has the City decided whether that percentage will be measured against the whole site or only the buildable portion? What will the final percentage be, and will both be set before Council votes on the finance strategy on September 1?	Only the underlying acreage figures need to be finalized before September 1, since those are what inform the finance strategy for the RT2.0 supplemental parks SDC. Acreage is based on level of service, which was set by Council in January. The measurement method (gross site percentage, a buildable-area-only percentage, or a hybrid with separate percentages for buildable and natural resource land) is still open ended and won't change the underlying acreage; we're seeking feedback on which

	method is most workable and defensible from a development standpoint.
The usable open space standard requires flat, regularly shaped land outside natural areas suited for playgrounds, lawns, and courts, but the same rules require 70% tree canopy across the park — effectively claiming the flattest, most buildable acres on a site. How is that 70% measured, and if most of the park will be under tree canopy, why does it need to sit on prime buildable land rather than adjacent to natural areas with existing trees?	The 70% figure is a park-wide canopy target, which can be met in part using tree cover in co-located natural resource areas; it's not the standard that applies to the park's core area. The core "minimum usable open space area" of each park has a separate, draft 40% canopy requirement and is to provide shade and climate resilience in the central part of the park. Our Parks Department has indicated it wants at least a good portion of any park it accepts for dedication to include this higher-quality core experience; the remainder of the park can be sited more flexibly.
Does the 70% canopy requirement apply to areas used as sports fields (flat and open)?	No. The 70% canopy requirement doesn't apply to any portion of a park used as a sports field.

Other Comments or Questions

Question/Comment	Answer
Thank you for sending discussion questions in advance of the meeting — it made the conversation more productive.	Thank you for taking the time to submit questions ahead of the forum.
What is the best way to follow up on open items raised during the meeting, such as community park acquisition timing and construction cost data?	We'll follow up with the group by email on outstanding items, which attendees confirmed was an acceptable approach. Additional written comments are welcome through August 3 for inclusion in the meeting appendix.

Brittany Gada

From: Ben Hemson <benh@hbapdx.org>
Sent: Monday, July 27, 2026 10:31 AM
To: Brittany Gada; marc@metlandgroup.com; matt@crandallgroup.com; katie@proudground.org; crosswaterdevelopment@gmail.com; tanya.christensen@cbrealty.com; ken_nwd@yahoo.com; NMunson@riversidehome.com; mike@portlandhouseworks.com; sean@portlandhouseworks.com; jessy@homework-dev.com; ADickson@TheCHF.org; pverdadero@NewHomeCo.com; Shannon_Wilson@washingtoncountyor.gov; rwiley@foreproperty.com; laura.standridge@standridgeinc.com; dflagan@hayden-homes.com; asp.guo@gmail.com; tam@windermere.com; mikem@pahlisch.com; elin@metlandgroup.com; fgast@NewHomeCo.com; kelly@stonebridgehomesnw.com; jill.sherman@edlenandco.com; karl@rootedhomes.org; john@metlandgroup.com; roseann@landforward.net; k.stelk@homecertified.com; john.schmidt@pulte.com; Jfanelli@FanelliProperties.com; msprague@pd-grp.com; jeff@crandallgroup.com; peyton@pacific-community.com; m-narita@ichijousa.com; gwinkler@abrwinkler.com; stacy@pacific-community.com; patrick@pacific-community.com; pjstambaugh@tollbrothers.com; SNelson@taylormorrison.com; levi@ventureprop.com; david.force@lennar.com; kent.metcalf@lennar.com; Dave Nielsen; CSchuck@riversidehome.com; Sanchez@nwhousing.org; tanderson@nwhousing.org; slocum@nwhousing.org; AAleman@reachcdc.org; dominique@proudground.org; katieparano-friesen@proudground.org; clayton@macadamforbes.com; Jeanette Shaw; HetherH@pahlisch.com; NickP@MetLandGroup.com; kc@pacific-community.com; Charles.Safley@cbre.com; mimid@aks-eng.com; stacy@bowdenmail.com; matthew@easystreet.net; curtis@uprightdevelopment.works; dan@uprightdevelopment.works
Cc: Schuyler Warren; Jessica Pickul
Subject: RE: RT2.0 Developer Forum: Materials for Review
Attachments: HBA Letter-River Terrace 2 Delays.pdf

Hi Brittany and Schuyler,

Thank you for continuing to engage the development community as you work through the River Terrace 2.0 planning process. As you know, we submitted a letter in mid-May with requests relating to the timing of the planning process, the rules to govern density, timing of SDC determinations, and the scale of proposed right of way widths.

I've attached that letter to this message. While some of the questions we asked have been answered, we continue to be unsure about how density will be trued up (detailed in a question below) and the level of analysis that went into the Council discussion on ROW cross-sections with those costs now included in the proposed development fee numbers.

Below are a list of questions I've received from HBA members after reviewing the pre-meeting materials you distributed. I hope you'll be able to address some of these items during any presentation on today's call or during the discussion to follow.

I'm sharing these with all invitees in hopes that it may spur any questions from others on the call as well:

1. DENSITY-BASIS TRUE-UP: Both newly proposed RT2.0 supplemental SDCs are priced on an assumed buildout of 18 du/ac. Will the methodology include a step at each SDC rate update comparing that assumption to actual permits, and adjusting the overlay rates in either direction?

2. COST BASIS: ECOnorthwest priced the transportation costs at typical public sector delivery costs plus a 15% contingency, while the parks costs in the same memo were derived from developer-built RT1 parks. Will transportation costs be adjusted to the private-delivery basis before Council sets rates September 1?

3. TDT REVERSAL: The March 2nd RT2.0 Funding Strategy Overview Memo split collectors into two categories: Key Collector Roads ($63.6M) were assumed to be added to the County TDT list, making 100% of oversizing eligible for TDT credit. Only the smaller "other collectors" ($20.6M) were assumed off-list at 50%. The July memo merges everything into one $84.2M category and applies the off-list 50% assumption to all of it without explanation. What changed between March and July?

4. TIERING: Prior staff memos said the new size-based fees would only apply to the new RT2.0 charge. The July draft considers scaling the existing citywide SDCs too. What prompted extending the size-based fees to the existing SDCs, and is the City still considering an adjustment for housing type?

5. PAOS BASE: The parks code will require every development to set aside 6–10% of its site as public open space. But the City hasn't decided what that percentage is measured against — the whole site, or just the buildable part. Which measurement will the City use, what will the final percentage be, and will both be set before Council votes on the finance strategy September 1?

6. CREDITS: Four months after the March 2nd funding memo, land dedication percentage and supplemental parks SDC fees now have hard numbers attached. When will the credit terms be made available for review?

7. PARK STANDARDS: The Usable Open Space standard requires flat ground (10% slope max), regular shape, outside the natural areas, suited for playgrounds, lawns, and courts. The same rules require 70% of the park to be covered in tree canopy, taking the flattest, most buildable acres on a site. How is the 70% canopy measured — park-wide or only certain areas? And if most of the park will end up under trees, why does it need to sit on the site's prime buildable land instead of adjacent to the natural areas where trees already exist?

8. POLICY DISCOUNT: Tigard charges its parks SDCs below the full calculated rate; that discount applies citywide and to River Terrace 1's overlay. The July memo keeps the discount everywhere except the new RT2.0 overlay, which is priced at full rate. Why does every parks fee in the city get a discounted rate except RT2.0's?

Thanks again, we're looking forward to the call today. If there's any need for follow up conversation we're always happy to host or convene meetings at our offices as well.

Ben

Ben Hemson
Government Affairs Director | Home Building Association of Greater Portland

PACIFIC COMMUNITY DESIGN

MEMORANDUM

DATE: August 3, 2026

TO: Brittany Gada, Senior Planner, City of Tigard

CC: City of Tigard Community Development

FROM: Stacy Connery, AICP
Peyton James
Ben Holmes, PLA, ASLA
KC Schwartzkoph, PE

RE: River Terrace 2.0 Recommended Parks Approach and Finance Strategy Overview

This memo is in response to the River Terrace 2.0 Parks Approach and Finance Strategy Developer's Forum on July 27th, 2026. We appreciate being included in the forum, and the opportunity to provide feedback on the designs and strategy presented. As a multi-disciplinary consulting firm, Pacific Community Design has over 10 years of experience working with numerous developers on many residential and mixed-use developments within the River Terrace 1.0 plan area. This has granted us long-term experience interacting with and addressing the plans and policies in place during the design and build out of River Terrace. From this experience, Pacific Community Design would like to offer the following comments to be considered as the city develops the River Terrace 2.0 Parks Approach and Finance Strategy.

Finance Strategy Comments:
Generally, PCD agrees that the Finance Strategy's SDC fees should be tiered based on home size. However, we believe that the fees should be based on private delivery costs, with a 15% contingency for oversizing, rather than what the current proposed rates reflect, which is public delivery with 15% contingency. The rates should reflect private delivery because the majority of the River Terrace 1.0 infrastructure was constructed by private developers. In some cases, the developers were required to oversize infrastructure after conditions of approval and were not reimbursed. Therefore, already having the assumption that oversizing will occur will help to ensure credits are adequately captured. Additionally, the ratio used for the tiered rates does not benefit what will most likely be built for River Terrace 2.0. The true middle housing sizes- the 1,700 sq ft townhouse and 1,350 sq ft middle housing product have higher rates than the existing rate structure for the city. These products are favored by the state to increase attainable housing development, but the proposed rates would discourage developers from building them.

Finance Strategy Observations and Questions:

- The city has estimated SDC & CET for a Single Family Detached Dwelling based on a $500,000 Valuation for 2,000 sf – This valuation seems low.
- What system is in place if land and home prices keep going up to revise SDC fees if these parks are not built for another 5-10+ years?

Parks Approach Comments:

A key takeaway from the Parks Approach was the competing needs identified by the city and attendees of the forum. The Parks Approach requires parks to be situated on flat land to enable more sport field and open lawn activities. However, a wider variety of smaller homes can be constructed on flat areas, such as more accessible two-level homes with bedrooms on the main floor. A challenge in River Terrace 1.0 was the large amount of grade difference, requiring tuck-under and daylight homes that are accessed by steep stairs and are not favored by home buyers. At the same time, the city is requiring trails to be collocated with natural resources, but this is where slopes are often steep. This would impact the ADA accessibility of the trails, as well as make it harder to meet the right-of-way connection requirement.

Parks Approach Observations and Questions:

<u>Applicable to all types of PAOS (unless exempt)</u>

- *Parks Area cannot be separated by streets*:
    - Site constraints may necessitate that park space or plazas be integrated with the street pattern, which may require connections through viable park locations. We recommend the city add language to allow for review and discretion by city.
- *15% maximum ornamental landscaped area*:
    - What is the intention of this standard?
    - Is this standard intended to address a maintenance concern for the city?
    - This standard will more than likely result in large lawn areas, due to native plants not thriving in built environments. We recommend the city add language to allow for review and discretion by city.

<u>Community Park Standards & Neighborhood Park Standards</u>

- A 10–12-acre park built on 100% buildable land outside of the resource areas takes up a large piece of the designated area. We recommend that the city consider allowing more park space to include resource areas, as passive natural areas offer valuable recreation opportunities that are complimentary to larger, more organized spaces.

- The community park location designated in Area 2 is less than a mile from Blueberry Hill Park, the community park within the adjacent River Terrace 1.0. One of the more southern areas might be better served with a community park due to the southern portions of River Terrace 2.0 only being serviced by the future Lasich park (timeline unknown) and Kingston Terrace urban park blocks (construction timeline may be 2-7 years out and these park blocks are also serving King City residents).
- *Min. Street Frontage: 400': Community Park only*
    - Recommend more flexibility due to possible site constraints.
- *Min. required amenities.*
    - What are the required amenities? Costs can swing dramatically based on amenities in parks.
- *Minimum Tree Canopy Coverage: 70%:*
    - 70% is very high. What process is going to be in place if that goal is not achieved?
    - Is that burden to address canopy coverage compliance over time going to be placed on the city or the HOA?

<u>Linear Greenway Park Standards:</u>

- *At least 75% of the trail abutting or within first 50' of protected natural resource area:*
    - This standard will require that trails be built in the steepest, most sensitive areas requiring extra cost and maintenance by forcing them into the resource area (vegetated corridor).
    - Has the City coordinated with Metro, DSL, CWS, or other stakeholder agencies to enable exceptions to their regulations regarding development within natural resource areas (vegetated corridors)?
- *8' wide asphalt trail with 3' shoulders:*
    - This would result in a trail 14 ft wide. Why does this trail need to be so wide? Is it intended to have maintenance vehicles traveling down the trail?
    - Asphalt trails do not do well with tree roots. Fanno Creek Trail is an example of this.
    - Will trails be required to meet ADA standards? This would create additional resource impacts and cost concerns as these are typically the steepest areas.

Thank you.

Brittany Gada

From: Stacy Connery <stacy@pacific-community.com>
Sent: Monday, August 10, 2026 4:24 PM
To: Brittany Gada
Cc: Peyton James
Subject: RE: River Terrace 2.0 Comments

Hi Brittany,

I'll try to relay here a few concerns/observations that we experienced with SDC's & Credits in RT 1.0, which may have been misinterpreted oversizing requirements after COA's.

- Water SDC's: There is a discrepancy between the City's SDC methodology for Water SDC's and the State's policy for SDC's. The State's policy provides credits for any upsize greater than a development requires on its own. The City's policy does not allow crediting for a 12" water line. For example, if a development only requires and 8" line to serve the subject development being constructed and the City requires a 12" line to serve future developments beyond the subject development being constructed, then the State's policy would credit the upsize, but the City's policy would not.
- Park SDC's: Our understanding is that Park SDC's for RT 1.0 included a River Terrace Supplemental Fee, a Citywide fee, and a reimbursement fee. Only the River Terrace Supplemental Fee was available to provide credits for neighborhood parks. The Park SDC rate was established in 2013 and assumed a certain number and size of neighborhood parks, establishing a finite amount of money to be collected and credited. The rate was appealing to developers because it was low compared to other cities but unfortunately was not reflective of actual costs over buildout. Over time, as RT 1.0 was built out, the cost of land and construction costs both significantly increased. Since the SDC's did not recognize increasing costs and the fund collected for credits was essentially capped, this had the effect of credits only covering 25-50% of the land cost. The result was a devaluation of the land. This wasn't transparent when the program was established. The true cost of park development, including the improvements constructed and the land value, should be reflected in the SDC methodology, especially with the most valuable land is being identified for parks. We recommend either creating an SDC/Credit program that is scalable overtime or making it clear upfront that there is a finite amount of funds available.

Let us know if you have any follow up questions.

Thank you,
Stacy Connery, AICP
Vice President/Principal Planner

PACIFIC COMMUNITY DESIGN

12564 SW Main Street Tigard, OR 97223
Mobile: 503.828.5052

From: Brittany Gada <brittany.gada@tigard-or.gov>
Sent: Wednesday, August 5, 2026 8:03 AM
To: Peyton James <peyton@pacific-community.com>
Cc: Stacy Connery <stacy@pacific-community.com>
Subject: RE: River Terrace 2.0 Comments

Brittany Gada

From: Safley, Charles @ Seattle <Charles.Safley@cbre.com>
Sent: Friday, August 14, 2026 3:21 PM
To: Brittany Gada
Subject: Re: RT2.0 Comments

Hi Brittany,

Thanks for your patience. Been traveling and juggling like crazy lately.

As discussed, my main comment or concern about what was reviewed the other day is around the park/open space allocation. While I understand that we received some comment about the need for increased park/open space, I see potential major issues down the line with how it is being planned and allocated. I want to personally note that as a parent to kids, I fully comprehend how park and open spaces of different kinds can benefit a community. The largest concern seemed to come from the potential 10-12 AC park in Area 2. That is effectively some of the most buildable, flat and valuable land in the entire RT 2.0 north sector. Sellers will totally revolt or withhold transacting if there are massive losses to net developable acreage. If we are able to make up for that loss with density transfers to other developable areas that can meet the market, it is one way to make up for the loss of developable area, values and the goal to deliver affordability (most often via density). However, even with a density transfer, the omission of that large of a swath of land from the most buildable area, will pump up the values of other developable areas. Therefore the land comp on value for that dirt is going to compound, and the sellers are not going to go quietly or affordably on value if Tigard is going to need to fund the purchase of all or part of that park area. It will be far more expensive of an endeavor to acquire that land than the City has currently budgeted for... There is a lot of nuance here, but as currently contemplated I see major problems arising and a very difficult path to delivering on that 10-12 acre park area especially. Maybe a better approach is to intermix smaller portions of park area into the protected woodland areas that will never be built on - for example, perhaps there is 3-5 acres of sport field area that merges into the more wooded and sloped geography of what will never be built upon, where woodland play structures, shade, integration and learning with nature can also be appreciated. More to unpack here but I view that as a far lower friction option than what has currently been contemplated.

Additionally, I would really like to press on speed to market for City of Tigard and Counsel. Costs aren't going down. The longer this takes, the more expensive it is to deliver, and therefore the less affordable it becomes for the end users and occupiers of RT 2.0. It might be interesting to compare and contrast the development and infrastructure budgets years back vs. today - what about the costs to develop - what about the return on cost expectations the developers build to..? All going up. Tigard is unfortunately unintentionally burning valuable capital through delay and the end cost of housing is only compounding for the end users if we aren't going to make up for that with a strong density push - the opposite of even lowering from 20 units per AC to 18 units per AC. The faster this can get zoned, sold and developed the better it will be for literally all involved. Compounding negative consequences come with delay.

I am happy to elaborate on any of these topics, or more at any point directly with planning, counsel or a larger format. We have immense experience in this field and make the market. We have a keen understanding of what the market will do and what impacts it, positively or negatively. Feel free to tap us at your discretion.

Really appreciate your time and willingness to engage here. I know we are all ultimately aligned on what we want to do.

Thanks,

Charles.

Sent from my iPad

Charles Safley | Senior Vice President | Pacific Northwest
CBRE Capital Markets | Institutional Properties
1420 Fifth Avenue, Suite 3800 | Seattle, WA 98101
1300 SW Fifth Avenue, Suite 3500 | Portland, OR 97201
C + 1 503 887 6664
charles.safley@cbre.com | www.cbre.com/charles.safley

From: Brittany Gada <brittany.gada@tigard-or.gov>
Sent: Tuesday, August 11, 2026 9:26 AM
To: Safley, Charles @ Seattle <Charles.Safley@cbre.com>
Subject: RT2.0 Comments

External

Hi Charles,

I wanted to see if you were still planning on submitting written comments about the discussion during the River Terrace 2.0 Developer Forum. I'm wrapping up the comment summary this week, so please let me know if you have any comments that you'd like me to include.

Thank you,

Brittany Gada, AICP (she/her) | **Senior Planner**
City of Tigard | Community Developmet
Phone Number: 971-484-3240
13125 SW Hall Boulevard, Tigard OR 97223 | tigard-or.gov
Work Schedule: Monday-Thursday 7:30am – 6:00pm
Remote Days: Tuesday and Thursday

RIVER TERRACE 2.0
COMMUNITY PLAN

Finance Strategy & SDCs Update

Tigard City Council Meeting
September 1, 2026

Finance Strategy
& SDCs Update

Purpose of Today's Meeting

System Development Charges (SDCs) & Housing Policy

Requested Housing Policy Direction:

1. Tiered SDC rate structure and policy discounts
2. Apartment rate structure addendum

RIVER TERRACE 2.0
COMMUNITY PLAN

Finance Strategy & SDCs Update

Prior City Council Policy Direction

Infrastructure Planning & Cost Direction:

- Preferred street network
- RT2.0 Street Designs
- Parks Level of Service

Housing Policy Direction:

- 18 units per acre average housing density
- Prioritize middle housing and smaller units
- Undersupplied housing options

SDCs Overview

- Fees paid by development based on impacts to city infrastructure
- Fund capital projects in the Capital Improvement Plan (CIP)

Step 1: Set → **Step 2: Collect** → **Step 3: Use**

- Infrastructure Plans (Projects & Costs)
- SDC Methodology
- Max. Allowable Rate
- Policy Discounts
- Rates Set

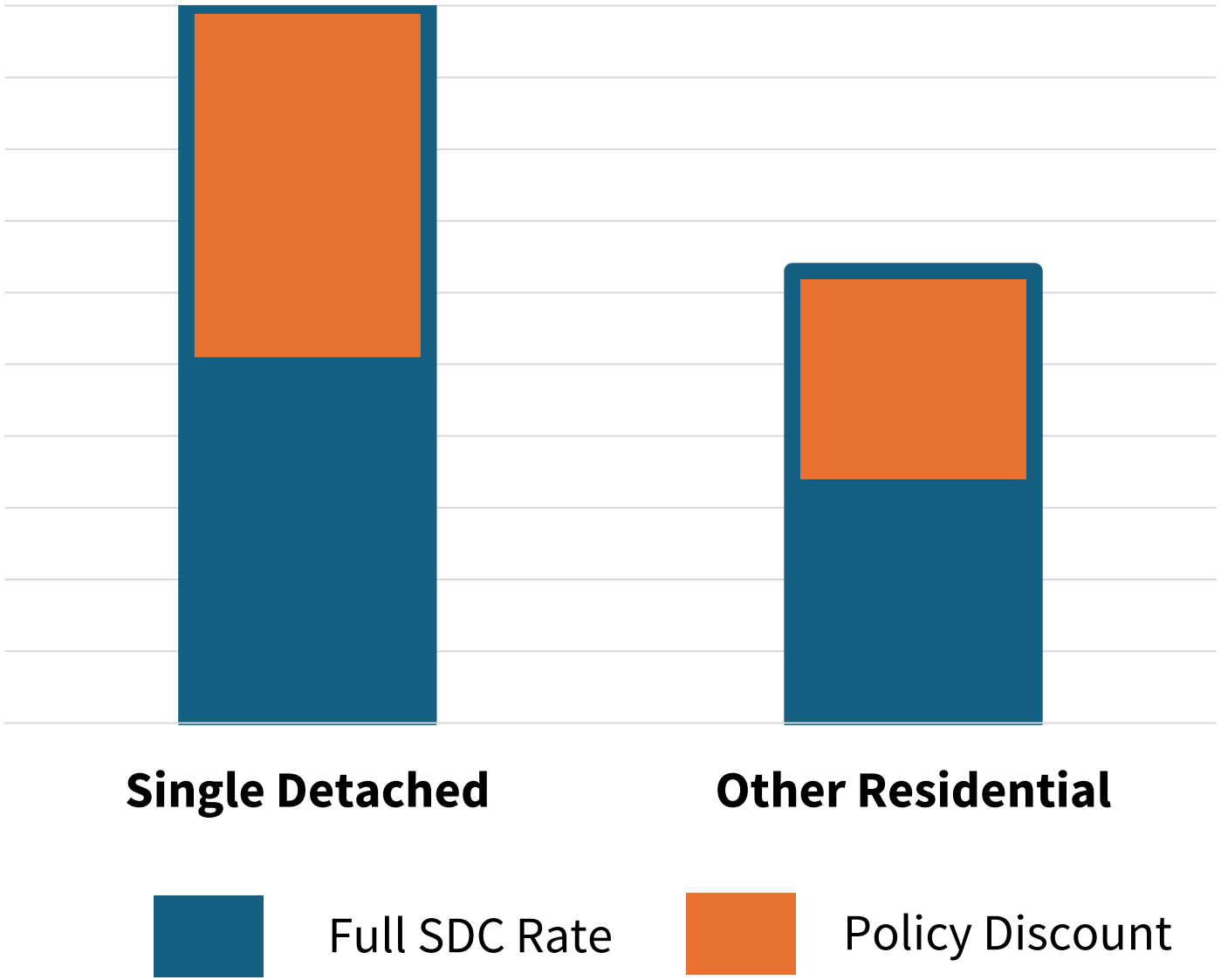
Developer pays SDCs with building permit

Developer builds infrastructure for credits

City completes CIP projects (Bagan Park, McDonald St)

Current SDC Rate Structure

Current SDC Rate Structure



Current SDC Rate Structure

Comparison to Other Jurisdictions

- Competitive middle housing rate
- Citywide TSDC
- Lower greenfield supplemental SDCs

Development Fee Comparison

Current Tigard Rates Compared to Other Jurisdictions, Outside Greenfield Areas

Jurisdiction	Housing Type	Parks & Transp. SDC Difference	Total SDC Difference	"All In" Difference
Beaverton	Middle Housing	+ $3,000	- $4,000	- $1,000
	Single Detached	+ $8,000	+ $1,000	+ $6,000
Hillsboro	Middle Housing	+ $7,000	- $6,500	- $3,500
	Single Detached	+ $14,000	+ $500	+ $5,800
Sherwood	Middle Housing	- $4,500	- $6,000	- $3,000
	Single Detached	+ $1,700	+ $100	+ $5,300

Current Structure Identified Issues

- Based on housing type, which is becoming obsolete
- Inequitable structure:
  - Policy discount mismatch with housing goals
  - Equal rates within a housing type, despite wide range of forms
- Rates not low enough to attract small unit development

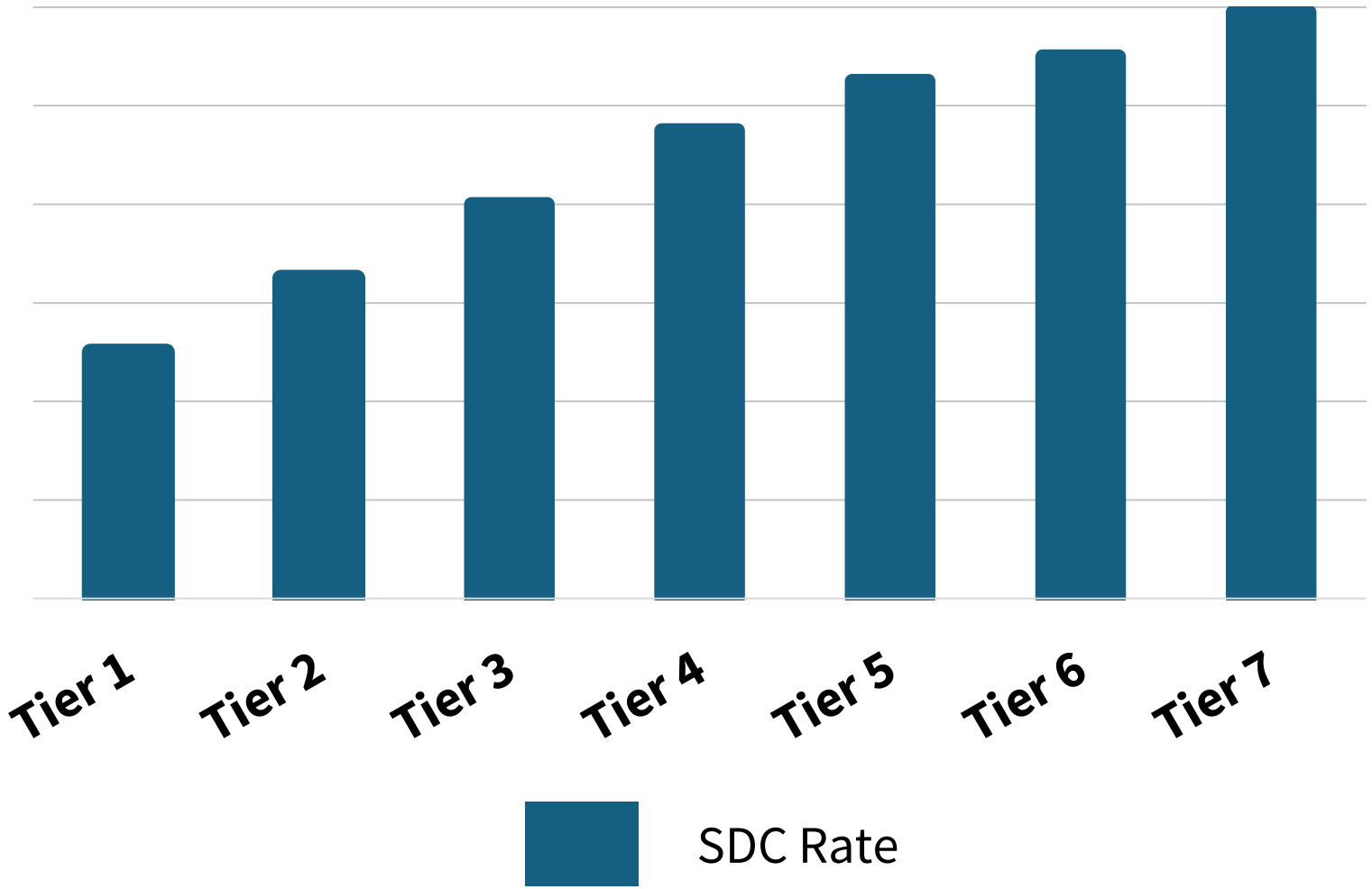
SDC Share of Development Costs
Metro High-Cost Region Analysis

Housing Type	SDC as % of Total Dev. Costs
Large Single Detached	5.2%
Medium Single Detached	5.8%
Small Single Detached	7.7%
Townhouse	9.4%
Garden Apartment	10.2%
Low-Rise Apartment	12.5%

Source: Oregon System Development Charges Study, 2022

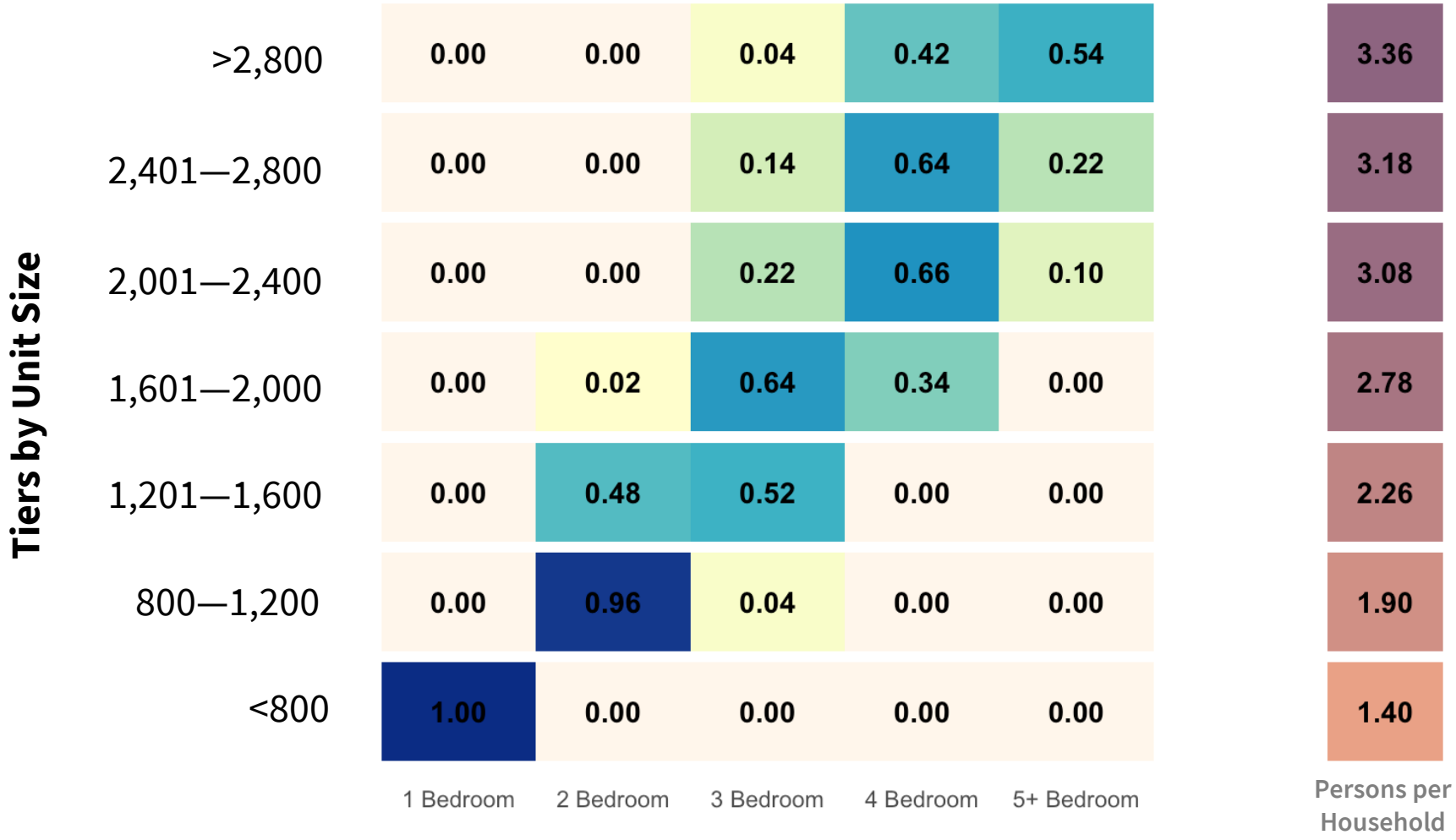
Proposed Approach: Tiered SDC Rate Structure

Tiered SDC Rate Structure Overview



- Fees scale by unit size based on impacts
- Supports smaller unit production
- Improved equity outcomes
- Special considerations for apartments
- SDC methodology includes development assumptions

Tiered SDC Rate Structure: Impact Analysis

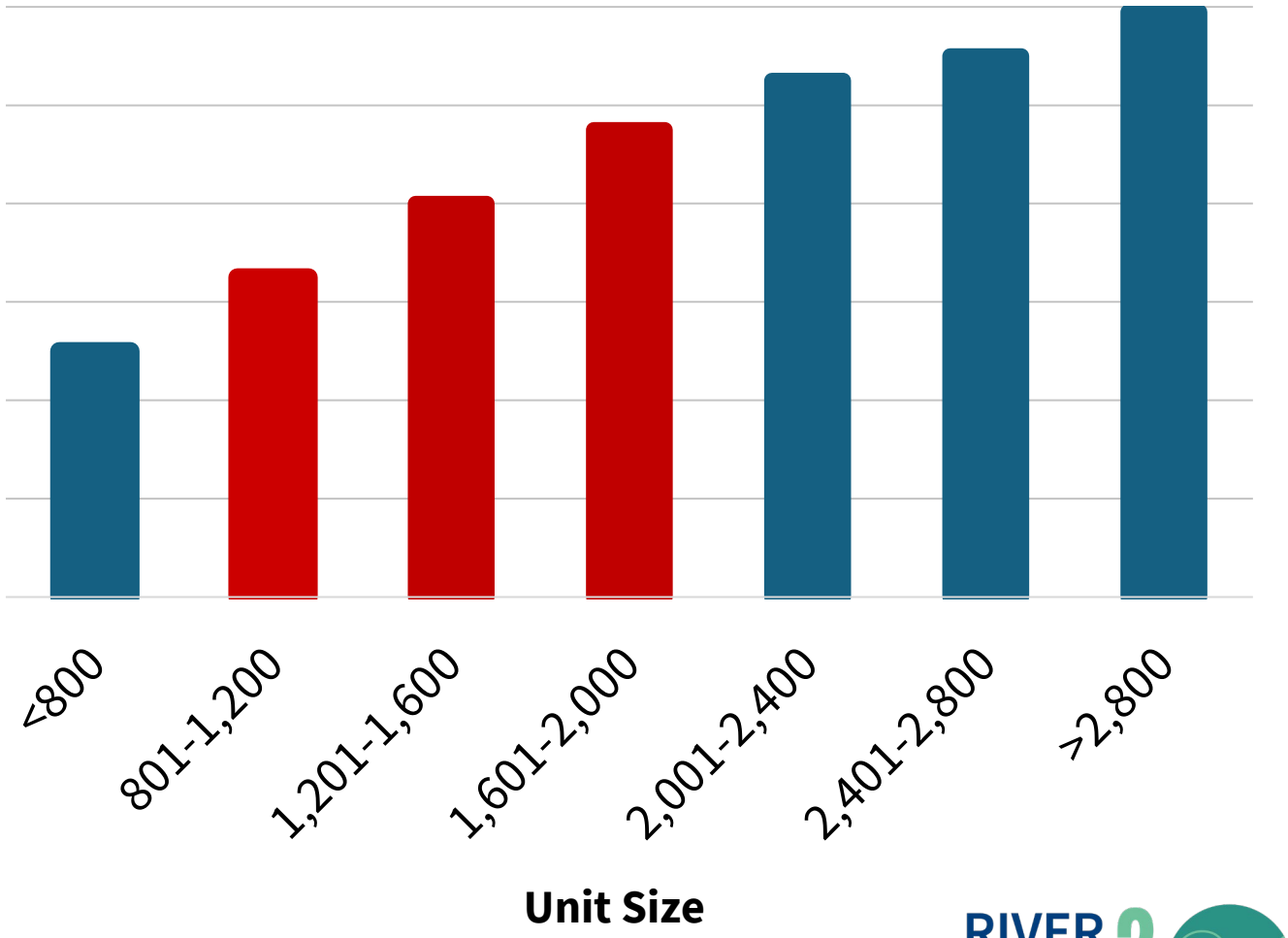


Source: Redfin Sales Data (Sold since 2021, built 2015 or later)

RIVER TERRACE 2.0 COMMUNITY PLAN

Tiered Structure Shortcomings

- Middle Housing Outcomes:
  - Small improvement for 801-1,200sf
  - Small increase for 1,201-1,600sf
  - Notable increase for +1,600sf
- Existing policy discount mismatch with housing goals
- Rates not low enough to attract small unit development
- SDCs still outsized portion of costs for smaller, lower cost units



Proposed Approach: Discount Redistribution

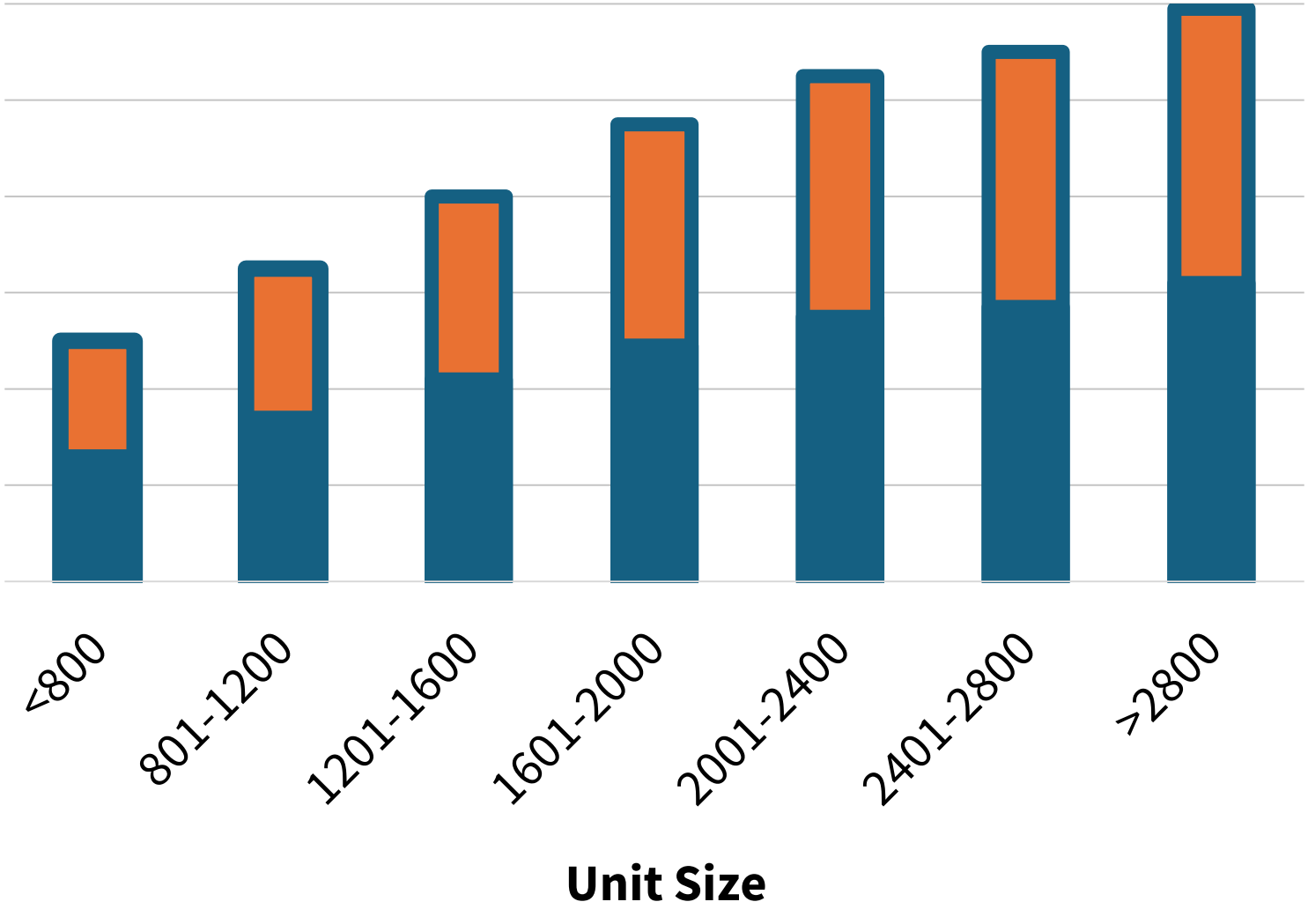
Tiered Structure, Existing Discount

SDC Rate

Policy Discount

Discount Distribution

Equal among tiers

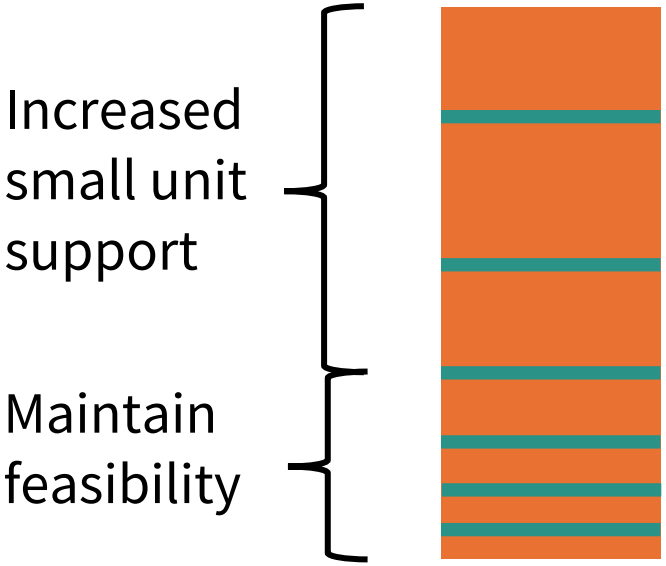


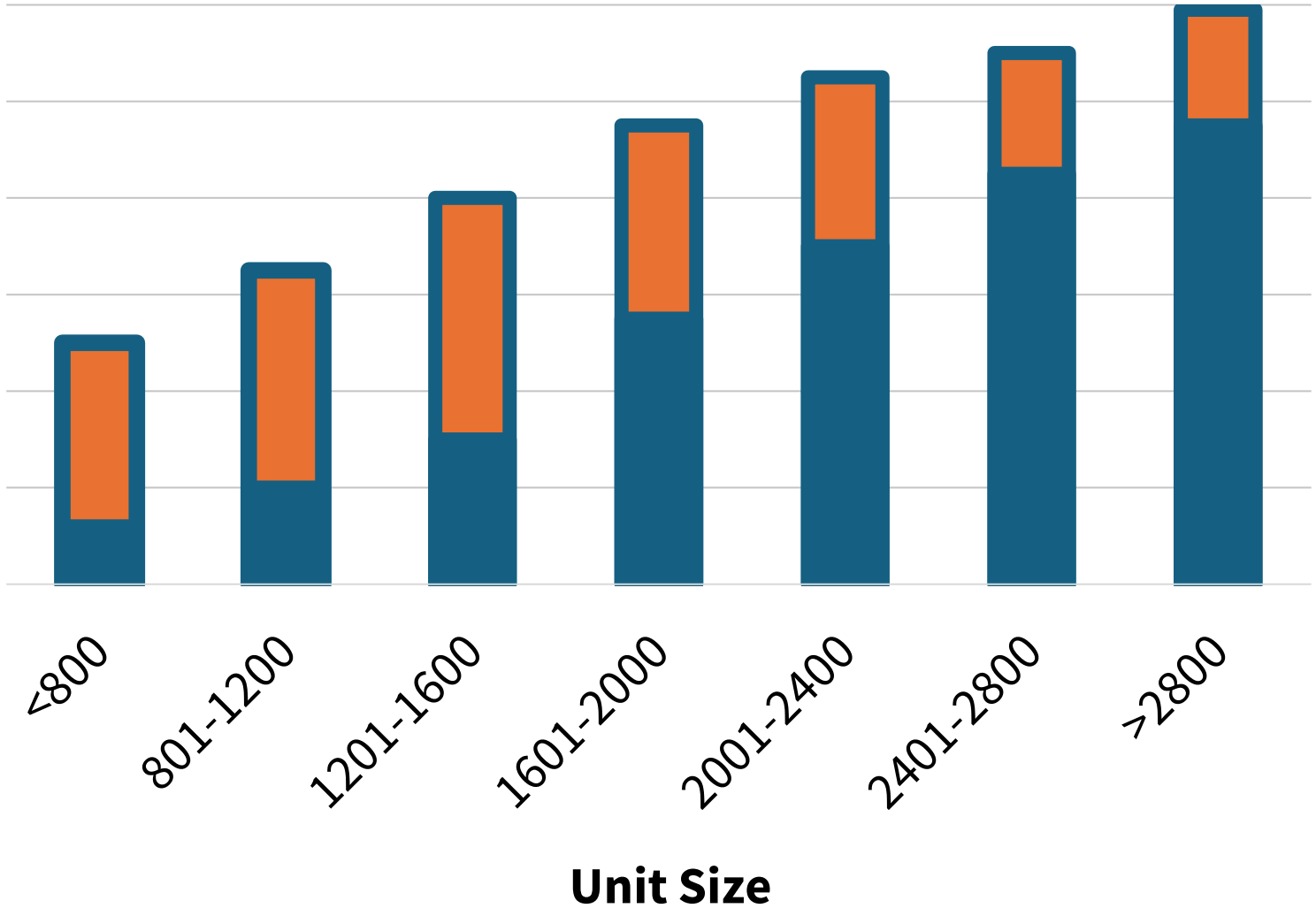
Tiered Structure, Targeted Discount

SDC Rate

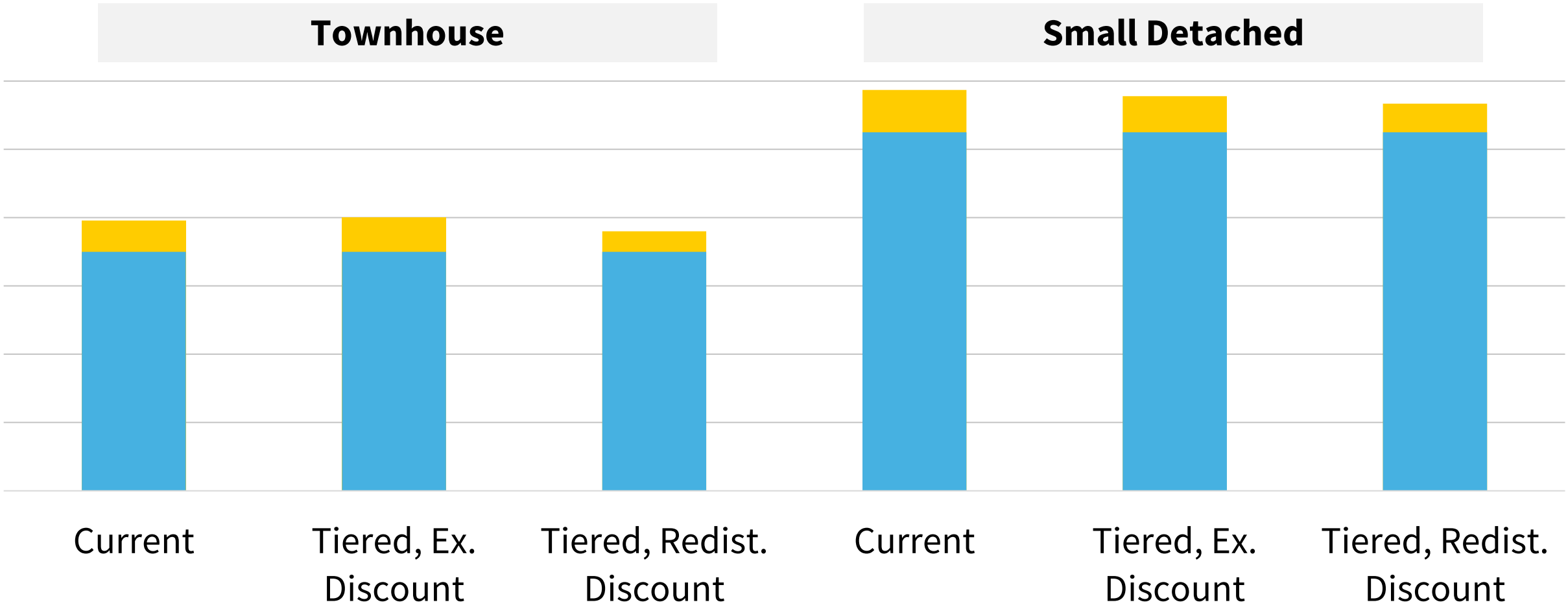
Policy Discount

Discount Distribution





Impact on Development Costs



RIVER TERRACE 2.0 COMMUNITY PLAN

Tiered SDC Rate Structure

External Input

Community

- Many priced out of River Terrace 1
- Not enough starter homes or affordable options in Tigard
- Desire for cottages; opportunities for seniors to size down

Developers

- Generally supportive; feasibility depends on change to rates
- Tiered structure can help smaller units, but more discounts needed
- Rates should benefit what will most likely be built in RT2.0

Other Jurisdictions with Tiered SDCs

- Can help smaller unit production
- Greenfield areas typically need more support
- Budget neutral, no change to CIP delivery

Tiered SDC Rate Structure

Expert Input

Tiered Structure Pros and Cons Compared to Current SDC Structure

Input from Galardi Rothstein Group

Pros	Cons
Enhance equity	May increase annual revenue variability
Promote affordability	Requires tailoring administrative policies (additions, apartments, etc.)
Agnostic about housing type	Additional costs for larger units
Encourage diversity of housing options	Some added complexity for customers
Reflect local data and city policy	
Emerging best practice	

Tiered SDC Rate Structure

Expert Input

Budget Implications

- Typically budget neutral, but depends on:
  - Policy Discounts
  - Development trends – may fluctuate more than current
- Share analysis results during October 13 meeting

Timing Considerations

- Adoption process for methodology update to tiering
- Subsequent updates adopted with infrastructure plans
- Lead time for customers
  - State requirement: at least 90 days
  - Consultant recommendation: at least 6 months
- Share recommendation on October 13

Recommendation

Recommendation

Finance, Public Works, & Community Development Recommendation

- Expand current tiered structure to tier by unit size citywide
- Redistribute existing policy discount to meaningfully lower rates for smaller units
- No new citywide or RT2.0 supplemental SDC policy discounts

Rationale

- Incentivizes development to move into smaller unit market
- Improved equity outcomes
- Simple, streamlined implementation
- Counts towards Housing Production Strategy actions
- Budget neutral solution

Requested Housing Policy Direction

Does Council concur that a tiered SDC rate structure and a redistributed policy discount is aligned with Council and community goals to prioritize delivery of smaller units and middle housing by lowering fees for developers?



Apartment Policy Addendum

Considerations for Apartments

- Family-size rental units needed in Tigard (1,200sf+)
- SDCs based on unit size alone increases fees for large apartments
- Alternative Flat-Rate Option:
  - Improves predictability for developers, addressing statewide problem
  - Supports larger apartment units, addressing regional shortfall



RIVER TERRACE 2.0 COMMUNITY PLAN

Considerations for Apartments

Example Development: 20-Unit Apartment Building

Development 1 Unit Mix

- 10 1-bedroom (600sf)
- 5 2-bedroom (900sf)
- 5 3-bedroom (1,300sf)

Development 2 Unit Mix

- 5 1-bedroom (600sf)
- 5 2-bedroom (900sf)
- 10 3-bedroom (1,300sf)

Citywide Parks and Transportation SDCs Comparison		
	Development 1 Total	**Development 2 Total**
Current Structure	$292,000	$292,000
Tiered Structure: Rates by Unit Size *	**$258,750**	$291,000
Tiered Structure: Flat Rate *	$282,000	**$282,000**

* Approximate. Based on draft rates, August 2026.

Requested Housing Policy Direction

Does Council concur with the consultant's recommendation to add a flat-rate option for apartments to support family-size units by lowering fees for developers?



Next Steps

SDCs Next Steps

Upcoming SDC work:

- Finalize SDC data analysis
- Determine recommended SDC rates and discounts



October 13 City Council Meeting:

- Share detailed data and dollars
- Present policy options
- Provide city leadership recommendations and rationale
- Confirm if recommendations align with set policy direction
- Set final policy direction or determine next steps

RT2.0 Community Plan Project Update

Upcoming work:

- Continue development code amendment refinements
- Prepare for public engagement
- Complete Climate Report

Important Dates:

- September 16 – Metro grant deadline (natural resources)
- September 22 – City Council Study Session
- End of September – CAC and developer engagement
- October 13 – City Council Meeting (SDCs)



RIVER TERRACE 2.0 COMMUNITY PLAN

Thank You