CLACKAMAS COUNTY BOARD OF COUNTY COMMISSIONERS Policy Session Worksheet

Presentation Date: 08/01/17 Approx Start Time: 1:30 pm Approx Length: 30 min

Presentation Title: Transportation System Development Charge (TSDC) Methodology

Session 3: IGA and Rate Table

Department: Transportation & Development

Presenters: Diedre Landon, Administrative Services Manager, DTD

Other Invitees: Jimmy Thompson, Senior Policy Analyst, DTD; Ellen Rogalin,

Community Relations Specialist, DTD/PGA

WHAT ACTION ARE YOU REQUESTING FROM THE BOARD?

Staff is seeking concurrence on two topics related to the Transportation System Development Charge (TSDC) methodology update:

- 1. Intergovernmental Agreement (IGA) between Clackamas County and the City of Happy Valley (Attachment 1) regarding separation of the Joint District; and
- 2. Proposed rate structure (Attachment 2)

EXECUTIVE SUMMARY:

Local governments rely on System Development Charges (SDCs) to collect money for capital improvements on a variety of infrastructure systems, such as roads, water, sewer, storm drains and schools.

Transportation SDCs – TSDCs -- are one-time fees assessed to new or expanded developments to help cover the cost of adding capacity to transportation facilities (for motorists, bicyclists and pedestrians) to accommodate new trips generated by the development. TSDC fees are based on the number of vehicle trips a particular land use generates, and are paid by the developer when a building permit is issued.

In early 2016, the County and Happy Valley began updating our 10-year-old TSDC methodology to review how we estimate and collect TSDCs to provide appropriate matching funds, and to ensure consistency with goals and objectives in recently adopted county and city transportation system plans.

Intergovernmental Agreement with City of Happy Valley

While Clackamas County currently has two TSDC districts – one county district and one joint district with the City of Happy Valley -- at the end of this review process we will only have one district for the unincorporated areas of the county. As agreed with Happy Valley, the joint district with the city for areas in and around Happy Valley will be dissolved and each jurisdiction will manage its own district with its own rates. The attached draft intergovernmental agreement (Attachment 1) outlines the separation

terms for the joint district and will be brought forward for approval on a business meeting consent agenda.

The Update Process

The first step in updating the countywide TSDC was to identify the list of capital projects eligible to receive TSDC revenue, because that sets the foundation for calculating the rates for different kinds of development. We reviewed the criteria used to develop the TSDC project list at a policy session with the Board of Commissioners on June 27.

The second step in updating the TSDC is to define a rate structure and identify whether to measure the total impact the development has on traffic in a day or the amount of traffic a development is estimated to add during the afternoon commute. After discussion during the July 18 policy session, the Board supported the staff recommendation to measure Average Daily Traffic (ADT), but asked for additional information before making a decision on the rate structure.

TSDC Rate Structure

Currently, Clackamas County has a long list of rates, one for each specific type of land use. Based on feedback from the public and our work group, we recommended consolidating similar uses and reducing the number of rates to 50. We believe adoption of a short consolidated rate list in place of our current long list will streamline and simplify the program for our customers (Attachment 2).

The board asked for follow up on two items.

1. In relation to rate consolidation, would a consolidation of existing rates have resulted in similar collections over the last 10-15 projects in an industrial area?

For projects approved from October 2013 through July 2017, we found:		
Consolidated Class [proposed]	Historical Consolidation Collection [estimated using consolidated rate]	# of Projects
Industrial Manufacturing Warehouse	104%	76 7
Office Specialty Retail	87% 100%	11

2. Under the current and proposed rate table, a single-family residential home assessment is based on the number of dwelling units with no rate fluctuation based on the size of the home. Has staff considered a single-family residential rate based on the number of bedrooms in the home?

The concept of scaling transportation, water, wastewater, storm and parks SDCs based on single-family dwelling unit size is a relatively new idea. A few jurisdictions are testing this concept with either a reduced rate for smaller homes or a higher rate for a larger home.

 The cities of Newport and Hood River are considering a scaled TSDC rate based on home size (not bedrooms), resulting in lower rates for small homes and higher rates for larger homes. • The City of Portland is also considering a scaled rate based on home size; however, Portland only provides reduced rates for smaller homes with smaller square footage to bring the assessment more in line with apartment rates.

Neither of these methodologies have made it through the appeal period, so staff recommends postponing the conversation about basing single-family home rates on unit size for our next TSDC methodology update.

Based on this review, the feedback from the public and our work group, and staff analysis, we recommend that we consolidate similar uses and reduce the number of rates, and hold off on consideration of single-family home rates based on unit size until the issue has been settled in other jurisdictions.

TSDC Ordinance Amendments

The final piece of the TSDC update is proposed ordinance amendments. The draft ordinance will be brought back to the Board for consideration after the workgroup has had a chance to review it in mid-August 2017.

FINANCIAL IMPLICATIONS (current year and ongoing):

Is this item in your current budget	? ⊠YES □NO
What is the cost?	Total Project Cost = \$270,000; \$20,000 FY 2017/18
What is the funding source?	TSDCs: Funds 223 & 227

STRATEGIC PLAN ALIGNMENT:

- How does this item align with your Department's Strategic Business Plan goals?

 This supports the department's mission to provide transportation maintenance and construction, land use planning, permitting ... to residents, property owners, businesses and the traveling public so they and future generations can experience and invest in a safe, well-designed and livable community.
- How does this item align with the County's Performance Clackamas goals?
 This supports the following County goals:
 - o Grow a vibrant economy
 - Build a strong infrastructure
 - o Build public trust through good government

LEGAL/POLICY REQUIREMENTS:

TSDCs have been used in Oregon since the mid-1970s; state legislation on SDCs was adopted in 1989. Additions and modifications to the Oregon Systems Development Act (ORS 237.297 - 314) were made in 1993, 1999, 2001 and 2003.

PUBLIC/GOVERNMENTAL PARTICIPATION:

Stakeholder involvement is critical to the success of the TSDC update process. We have a TSDC work group with participants from Clackamas County and Happy Valley staff, developers and commercial interests to help shape the TSDC process. Staff has met with the Clackamas County Board of Commissioners and Happy Valley City Council throughout the process. Public & Government Affairs staff are involved in our education and outreach efforts.

OPTIONS:

- **Option A.** *Consolidated List.* Concur with the recommendation to consolidate rates and continue using average daily traffic impact to calculate TSDC fees, and instruct staff to proceed with development of the methodology using these assumptions.
- Option B. Consolidated List With Adjustments to the Single-Family Home Rate. Concur with the recommendation to consolidate rates and continue using average daily traffic impact to calculate TSDC fees, and instruct staff to proceed with development of the methodology using these assumptions.
- **Option C.** Long List. Continue using a long list of rates and using average daily traffic impact to calculate TSDC fees, and instruct staff to proceed with development of the methodology using these assumptions.
- **Option D.** *IGA.* Support moving forward with the Intergovernmental Agreement to dissolve the Clackamas County / City of Happy Valley Joint TSDC District.

RECOMMENDATION:

Staff respectfully recommends that the Board approve Options A and D:

- Concur with the recommendations to consolidate rates and continue using average daily traffic impact to calculate TSDC fees, and instructs staff to proceed with development of the methodology using these assumptions, and
- Support moving forward with the Intergovernmental Agreement to dissolve the Clackamas County / City of Happy Valley Joint TSDC District.

ATTACHMENTS:

SUBMITTED BY:

- 1. Intergovernmental Agreement Between Clackamas County and the City of Happy Valley Regarding Administration of the Joint Capital Improvement Plan Area
- 2. TSDC Rate List Options | Longer or Shorter?

305M11125 51.
Division Director/Head Approval
Department Director/Head Approval
County Administrator Approval

For information on this issue or copies of attachments, please contact Diedre Landon, DTD Administrative Services Manager @ 503-742-4411.

INTERGOVERNMENTAL AGREEMENT BETWEEN CLACKAMAS COUNTY AND THE CITY OF HAPPY VALLEY REGARDING ADMINISTRATION OF THE JOINT CAPITAL IMPROVEMENT PLAN AREA

This agreement (the "Agreement") is made between Clackamas County, a political subdivision of the State of Oregon (the "County"), and the City of Happy Valley, a municipal corporation of the State of Oregon (the "City"), pursuant to ORS Chapter 190 (Cooperation of Governmental Units), collectively referred to as the "Parties" and each a "Party."

RECITALS:

- A. ORS 190.010 authorizes units of local government to enter into intergovernmental agreements with other units of local government for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.
- B. ORS 223.302 authorizes local governments to impose system development charges to be expended in accordance with ORS 223.297 to 223.314.
- C. In 2007, the City and County entered into an agreement (the "2007 IGA"), attached hereto as "Exhibit A," for the joint administration of a Transportation System Development Charge ("TSDC") program covering an area falling within the boundary of the City as well as an unincorporated portion of the County (the "TSDC Program").
- D. The 2007 IGA addressed arterial and collector transportation system needs within the geographic area including the City and the unincorporated portions of the County, generally described as being bordered to the north by the Multnomah County line, to the east by 172nd Avenue, to the south by Oregon Highway 212, and to the west by Interstate Highway 205 (the "Joint Area"), as more specifically described in Exhibit A.
- E. The County and the City now wish to terminate joint administration of the TSDC Program related to the Joint Area, and to modify associated agreements and plans, such that each jurisdiction will be solely responsible for the administration of its own TSDC program, with separate programs covering the separate jurisdictional areas currently within the Joint Area.
- F. In light of certain outstanding liabilities arising from the 2007 IGA, the Parties acknowledge that it is not possible to immediately terminate the relationship set forth above, but wish to provide a mechanism to account for the outstanding liabilities as they mature and to provide for the eventual termination of the joint administration of the TSDC Program.

- G. The County currently maintains the fund account associated with the TSDC Program from which revenues are collected and expenses are paid (the "TSDC Fund"). As of June 12, 2017, the TSDC Fund contained a balance of \$5,209,613.47.
- H. ORS 223.207 requires that, in certain circumstances, local jurisdictions provide a means by which property owners may pay TSDC assessments in installments. The Joint Area provides a 10-year amortization schedule for those property owners who wish to take advantage of this deferral program. As of June 12, 2017, there was a total of \$54,457.87 worth of outstanding TSDC installment plan deferrals which are expected to be collected over the course of the next 10 years and credited to the TSDC Fund as revenue.
- I. ORS 223.297-223.314, Clackamas County Code Section 11.03.050 and Happy Valley Municipal Code Section 3.04.120 provide a process for developers to obtain credits for developing capacity-increasing capital improvements. These credits can be used to offset future TSDCs. These credits must be redeemed within 10 years of issuance and are characterized as outstanding liabilities against the TSDC Fund. As of June 15, 2017, there was a total of \$45,123 worth of unredeemed credits.
- J. Clackamas County Code Section 11.03.030 and Happy Valley Municipal Code Section 3.04.050 authorize certain TSDCs reductions for certain mixed-use developments and other station area developments which reduce vehicle trips on the adjacent roadway. These reductions are memorialized in a development agreement which allows the County and the City, among other things, to capture any unwarranted TSDC reduction resulting from a final built development that does not achieve the requirements associated with the reduction.

NOW, THEREFORE, the Parties agree as follows:

TERMS OF AGREEMENT:

1. <u>Intergovernmental Agreement and TSDC Methodology</u>:

- 1.1. The Parties agree to jointly modify the TSDC Program. This process shall involve, but may not necessarily be limited to, changes to each Party's Capital Improvement Plan, modification of the existing methodology and/or adoption of a new methodology supporting the system development charges, adoption of new plans customized for each jurisdiction and changes to the Clackamas County Code and Happy Valley Municipal Code, as needed.
- 1.2. The Parties shall complete the necessary modifications to the Joint Area TSDC Program Plan no later than December 31, 2017. Failure by either Party to complete the necessary modifications specified in Section 1.1 by December 31, 2017 shall constitute default. If either Party fails to complete the necessary modifications

specified in Section 1.1 by December 31, 2017, the non-defaulting Party shall be entitled to be reimbursed by the defaulting Party for all costs and expenses incurred by the non-defaulting Party in connection with its work to fulfill its commitment under Section 1.1. Reimbursable costs include those incurred in connection with the adoption of a new or modified methodology supporting the system development charges, adoption of new plans and changes to the non-defaulting Party's code. If both Parties fail to complete the necessary modifications specified in Section 1.1 by December 31, 2017, neither may seek reimbursement from the other under this section.

1.3. The County and the City hereby terminate the 2007 IGA, effective immediately upon implementation by each Party of an updated methodology supporting the system development charge and any necessary modifications to each Party's ordinance or code. Each Party to this Agreement shall notify the other Party in writing upon the adoption of an updated methodology. Notice shall be provided to the respective Agency Contacts as provided in Section 6.1, below.

2. Fund Distribution:

- 2.1. With the exception of those funds set aside to credit outstanding vouchers, as detailed in Section 4 of this Agreement, below, the remaining TSDC Fund balance shall be distributed to each of the Parties on the same percentage basis as the funds were collected by each of the Parties during the term of the 2007 IGA. As of June 12, 2017, the City had collected 72.2% of the funds associated with the Joint Area compared to 27.8% of the funds collected by the County. The Parties acknowledge these percentages could change between the effective date of this Agreement and the date of final termination of the 2007 IGA.
- 2.2. The funds to be allocated under this Section shall be distributed to each Party on or before December 31, 2017, but in no event prior to the date of final termination of the 2007 IGA, as specified in Section 1.3 of this Agreement.

3. Accounts Payable:

- 3.1. The County shall continue to collect the installment payments for those accounts which are active on the date of final termination of the 2007 IGA. As funds are received, they shall be divided as provided in Section 2.1, above. The County shall remit the City's share of those funds within 30 days of County's receipt of those funds.
- 3.2. The Parties shall be jointly responsible for any collection efforts to recover funds from delinquent installment accounts executed under the 2007 IGA.

4. <u>Credit Vouchers</u>:

- 4.1. The County shall at all times retain an amount in the TSDC Fund equal to the current balance of unredeemed credits for purposes of reimbursing outstanding credit vouchers. In no event shall the amount of available funds in the TSDC Fund be less than the amount of credit vouchers that are eligible to be redeemed.
- 4.2. Outstanding credit vouchers may be used in any area under either City or County jurisdiction for development within the boundaries of the Joint Area as established by the 2007 IGA and corresponding methodology. Upon receiving a request by a developer to apply a credit voucher in the Joint Area, the Party accepting the credit voucher shall contact the Agency Contact for the other Party as specified in Section 6.1, below, to request written acknowledgment that the application of the credit voucher is appropriate given the location of the proposed development and the outstanding credit balance. Within 30 days of receiving the written acknowledgment described herein, funds equal to the amount of the redeemed credit voucher shall be distributed from the TSDC Fund to the Party that has accepted the credit voucher.
- 4.3. If an outstanding credit voucher is not redeemed by the 10th anniversary of the issuance date of the voucher, an amount equivalent to the expired credit shall be distributed to the Parties on the same percentage basis as the funds were collected during the term of the 2007 IGA. Funds from expired credits shall be distributed to the Parties on or before December 1 of each calendar year following the fiscal year in which the credit vouchers expired.

5. Pending Development Agreements:

- 5.1. The Parties shall have the responsibility to collect any additional payment which becomes due as a result of a default by a property owner under a pending development agreement for those development agreements which are still in effect on the date of final termination of the 2007 IGA. As funds are received, they shall be divided as provided in Section 2.1, above. The collecting Party shall remit to the other Party the share of those funds due to the non-collecting Party within 30 days of receipt of those funds.
- 5.2. Parties shall be jointly responsible for any collection efforts to recover funds which become due as a result of any default by a property owner under a pending development agreement executed under the 2007 IGA.

6. Proceeds:

6.1. Those proceeds distributed to either Party under Sections 2.1, 3.1, 4.2, 4.3, or 5.1 of this Agreement shall be subject to the restrictions of ORS 223.307 and 223.311.

6.2. Pursuant to ORS 223.307(5), the proceeds distributed to either Party under Sections 2.1, 3.1, 4.2, 4.3, or 5.1 of this Agreement may be expended on the costs of developing and administering the system development charge program.

7. General Provisions:

7.1. AGENCY CONTACT

All routine correspondence and communication regarding this Agreement, as well as requests for written acknowledgment under Section 4.2 of this Agreement, shall be directed to the following representatives of the Parties ("Agency Contact"):

Clackamas County: Diedre Landon

Administrative Services Manager- DTD

150 Beavercreek Road Oregon City, OR 97045

City of Happy Valley: Michael D. Walter, AICP

Economic & Community Development Director

16000 SE Misty Dr. Happy Valley, OR 97086

Either Party may change the foregoing Agency Contact or associated contact information by giving prior written notice thereof to the other Party at its notice address.

7.2. INDEMNIFICATION

Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, each Party agrees to hold harmless, defend, and indemnify each other, including its officers, Commissioners, Councilors, agents, and employees, against all claims, demands, actions and suits (including all attorney fees and costs) of any kind or nature for personal injury, death or damage to property arising out of this Agreement where the loss or claim is attributable to the negligent acts or omissions of the indemnitor or the indemnitor's officers. Commissioners, Councilors, employees, agents, subcontractors, or anyone over which the Party has a right to control. Each party additionally agrees to hold harmless, defend, and indemnify each other, including its officers, Commissioners, Councilors, agents, and employees in the event of any lawsuit brought by a third party to enforce ORS 223.297 to 223.314. Each Party shall give the other Party immediate written notice of any action or suit filed or any claim made against that Party that may result in litigation in any way related to this Agreement.

7.3. SEVERABILITY

If any provision of this Agreement is found to be unconstitutional, illegal or otherwise unenforceable by a Court or authority of competent jurisdiction, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision, to give effect to the intentions of the Parties to the maximum extent possible.

7.4. MODIFICATION OF AGREEMENT

Any waiver, consent, modification, amendment or change to the terms of this Agreement shall be effective only when reduced to writing and approved by governing bodies of both Parties. Any such waiver, consent, modification, amendment or change, including but not limited to any additional agreement providing descriptions of tasks, standards of performance or costs, shall be in writing, shall refer specifically to this Agreement and shall be valid only when approved by the governing bodies of both Parties.

7.5. INTEGRATION

This Agreement contains the entire agreement between the Parties and supersedes all prior written or oral discussions or agreements regarding the termination of the 2007 IGA. As of the effective date of this Agreement, there are no other agreements regarding the termination of the 2007 IGA, either oral or written.

7.6. RECORDS

Each Party and their duly authorized representatives shall have access to each Party's books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records shall be made available upon request. The cost of such inspection shall be borne by the inspecting Party.

7.7. THIRD-PARTY BENEFICIARIES

The City and the County are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to any non-parties to this Agreement.

7.8. APPLICABLE LAW

This Agreement shall be construed according to the laws of the State of Oregon. Any litigation between the City and the County arising under this Agreement or out of work performed pursuant to this Agreement shall occur, if in the state courts, in the Clackamas County Circuit Court, and if in the federal courts, in the United States District Court for the District of Oregon located in Portland, Oregon.

7.9. DISPUTE RESOLUTION

- 7.9.1. Subject to mutually agreed upon extensions of time in writing, failure or unreasonable delay by any party to substantially perform any material provision of this agreement shall constitute default. In the event of an alleged default or breach of any term or condition of this agreement, the Party alleging such default or breach shall give the other Party not less than 30 days written notice specifying the nature of the alleged default and the manner in which the default may be cured satisfactorily. During this 30-day period, the Party shall not be considered in default for purposes of termination or instituting legal proceedings.
- 7.9.2 The Parties shall negotiate in good faith to resolve any dispute arising under this Agreement. Should any dispute arise between the Parties concerning this Agreement that cannot be resolved by mutual agreement, it is agreed that the matter may be submitted to mediated negotiation prior to any party commencing litigation. In such an event, the Parties to this Agreement may agree to participate in good faith in a non-binding mediation process. The mediation shall take place in Portland, Oregon. The mediator's fees and costs shall be borne equally by the Parties. In the event mediation is unsuccessful, the Parties are free to pursue any legal remedies that may be available.

7.10. EFFECTIVE DATE AND TERMINATION

This Agreement shall become effective immediately upon approval by the governing bodies of Clackamas County and the City of Happy Valley. This Agreement shall automatically terminate upon the occurrence of all of the following events:

- 7.10.1 Termination of the 2007 IGA;
- 7.10.2 Fulfillment or termination of all outstanding installment accounts pursuant to Section 3 of this Agreement, above; and

7.10.3 Use or expiration of all outstanding credit vouchers pursuant to Section 4 of this Agreement, above; and 6.9.4- Distribution of all remaining proceeds in the TSDC Fund pursuant to the terms of this Agreement.

CLACKAMAS COUNTY	CITY OF HAPPY VALLEY
Chair	Mayor
Recording Secretary	Recording Secretary

Transportation System Development Charge (TSDC) Rate List Options

Longer or Shorter?

Current	
Land Use	Units
Park-and-Ride Lot with Bus Service	Parking Space
Light Rail Station with Parking	Parking Space
General Light Industrial	1,000 Sq. Ft. of Gross Floor Area
General Heavy Industrial	1,000 Sq. Ft. of Gross Floor Area
Industrial Park	1,000 Sq. Ft. of Gross Floor Area
Manufacturing	1,000 Sq. Ft. of Gross Floor Area
Utilities	1,000 Sq. Ft. of Gross Floor Area
Warehousing	1,000 Sq. Ft. of Gross Floor Area
Mini-Warehouse	1,000 Sq. Ft. of Gross Floor Area
Single-Family Detached Housing	Dwelling Unit
Apartment	Dwelling Unit
Residential Condo Townhouse	Dwelling Unit
Mobile Home in Mobile Home Park	Space
Assisted Living	Beds
Nursing Home	Beds
Continuing Care Retirement Community	Dwelling Unit
Hotel	Room
City Park	Acre
County Park	Acre
Campground RV Park	Site
Marina	Berths
Golf Course	Holes
Golf Driving Range	Tee/Driving Position
Multipurpose Recreation Facility	1,000 Sq. Ft. of Gross Floor Area
Recreation Community Center	1,000 Sq. Ft. of Gross Floor Area
Bowling Alley	Bowling Lanes
Movie Theater without Matinee	Movie Screens
Movie Theater with Matinee	Movie Screens
Multiplex Movie Theater	Movie Screens
Casino Video Lottery Establishment	1,000 Sq. Ft. of Gross Floor Area
Soccer Complex	Field
Racquet Tennis Club	Court
Health Fitness Club	1,000 Sq. Ft. of Gross Floor Area
Military Base	Employees

Proposed Rates		
Consolidated Class	Units	
Transit Parking	Parking Space	
Industrial Manufacturing Warehouse	1,000 Sq. Ft. of Gross Floor Area	
Single-Family Detached Housing	Dwelling Unit	
Apartment	Dwelling Unit	
Residential Condo Townhouse	Dwelling Unit	
Mobile Home in Mobile Home Park	Space	
Assisted Living	Beds	
Senior Housing	Dwelling Unit	
Hotel Motel	Room	
Parks	Acre	
Campground RV Park	Site	
Marina	Berths	
Golf Course	Holes	
Golf Driving Range	Tee Driving Position	
Recreation Community Center	1,000 Sq. Ft. of Gross Floor Area	
Bowling Alley	Bowling Lanes	
Movie Theater	Movie Screens	
Casino Video Lottery Establishment	1,000 Sq. Ft. of Gross Floor Area	
Soccer Complex	Field	
Racquet Tennis Club	Court	
Health Fitness Club	1,000 Sq. Ft. of Gross Floor Area	
Military Base	Employees	

Transportation System Development Charge (TSDC) Rate List Options

Longer or Shorter?

Current	Rates
Land Use	Units
Elementary School	Student
Middle Junior High School	Student
High School	Student
Private School (K-12)	Student
Junior Community College	Student
University College	Student
Church	1,000 Sq. Ft. of Gross Floor Area
Day Care	Student
Library	1,000 Sq. Ft. of Gross Floor Area
Hospital	Beds
Medical Dental Office Building	1,000 Sq. Ft. of Gross Floor Area
Clinic	1,000 Sq. Ft. of Gross Floor Area
General Office Building	1,000 Sq. Ft. of Gross Floor Area
Corporate Headquarters Building	1,000 Sq. Ft. of Gross Floor Area
Single Tenant Office Building	1,000 Sq. Ft. of Gross Floor Area
Government Office Building	1,000 Sq. Ft. of Gross Floor Area
Office Park	1,000 Sq. Ft. of Gross Floor Area
Research & Development Center	1,000 Sq. Ft. of Gross Floor Area
Business Park	1,000 Sq. Ft. of Gross Floor Area
State Motor Vehicles Department	1,000 Sq. Ft. of Gross Floor Area
Post Office	1,000 Sq. Ft. of Gross Floor Area
Building Materials & Lumber	1,000 Sq. Ft. of Gross Floor Area
Hardware Paint Store	1,000 Sq. Ft. of Gross Floor Area
Free-Standing Discount Super Store	1,000 Sq. Ft. of Gross Floor Area
Free-Standing Discount Store	1,000 Sq. Ft. of Gross Floor Area
Nursery (Garden Center)	1,000 Sq. Ft. of Gross Floor Area
Nursery Wholesale	1,000 Sq. Ft. of Gross Floor Area
Factory Outlet Center	1,000 Sq. Ft. of Gross Floor Area
Automobile Sales	1,000 Sq. Ft. of Gross Floor Area
Automobile Parts Sales	1,000 Sq. Ft. of Gross Floor Area
Tire Superstore	1,000 Sq. Ft. of Gross Floor Area
Supermarket	1,000 Sq. Ft. of Gross Floor Area
Convenience Market (24 hours)	1,000 Sq. Ft. of Gross Floor Area

Proposed Rates		
Consolidated Class	Units	
Education	Student	
Church	1,000 Sq. Ft. of Gross Floor Area	
Day Care	Student	
Library	1,000 Sq. Ft. of Gross Floor Area	
Hospital	Beds	
Medical Dental	1,000 Sq. Ft. of Gross Floor Area	
Office	1,000 Sq. Ft. of Gross Floor Area	
State Motor Vehicles Department	1,000 Sq. Ft. of Gross Floor Area	
Post Office	1,000 Sq. Ft. of Gross Floor Area	
Building & Hardware	1,000 Sq. Ft. of Gross Floor Area	
Free-Standing Discount Stores	1,000 Sq. Ft. of Gross Floor Area	
Nursery	1,000 Sq. Ft. of Gross Floor Area	
Factory Outlet Center	1,000 Sq. Ft. of Gross Floor Area	
Automobile Sales	1,000 Sq. Ft. of Gross Floor Area	
Automobile Parts Sales	1,000 Sq. Ft. of Gross Floor Area	
Tire Stores	1,000 Sq. Ft. of Gross Floor Area	
Supermarkets	1,000 Sq. Ft. of Gross Floor Area	
Convenience Market (24 hours)	1,000 Sq. Ft. of Gross Floor Area	

Transportation System Development Charge (TSDC) Rate List Options

Longer or Shorter?

Current Rat	es
Land Use	Units
Shopping Center	1,000 Sq. Ft. of Gross Floor Area
Specialty Retail Center	1,000 Sq. Ft. of Gross Floor Area
Home Improvement Superstore	1,000 Sq. Ft. of Gross Floor Area
Electronic Superstore	1,000 Sq. Ft. of Gross Floor Area
Office Supply Superstore	1,000 Sq. Ft. of Gross Floor Area
Pharmacy Drugstore w/o drive-through	1,000 Sq. Ft. of Gross Floor Area
Pharmacy Drugstore w/ drive-through	1,000 Sq. Ft. of Gross Floor Area
Furniture Store	1,000 Sq. Ft. of Gross Floor Area
Walk-In Bank	1,000 Sq. Ft. of Gross Floor Area
Drive-In Bank	1,000 Sq. Ft. of Gross Floor Area
Quality Restaurant	1,000 Sq. Ft. of Gross Floor Area
High Turnover Sit-Down Restaurant	1,000 Sq. Ft. of Gross Floor Area
Fast Food without Drive-Thru	1,000 Sq. Ft. of Gross Floor Area
Fast Food with Drive-Thru	1,000 Sq. Ft. of Gross Floor Area
Coffee Donut Shop without Drive-Thru	1,000 Sq. Ft. of Gross Floor Area
Quick Lubrication Vehicle Shop	Service Positions
Automobile Care Center	1,000 Sq. Ft. of Gross Floor Area
Convenience Market w/ Gasoline pump	Fueling Positions
Gas Service Station	Fueling Positions
Gas Service Station with Convenience Market	Fueling Positions
Gas Service Station with Convenience Market & Car Wash	Fueling Positions

Proposed Rates		
Consolidated Class	Units	
Shopping Retail	1,000 Sq. Ft. of Gross Floor Area	
Pharmacy	1,000 Sq. Ft. of Gross Floor Area	
Furniture Store	1,000 Sq. Ft. of Gross Floor Area	
Banks	1,000 Sq. Ft. of Gross Floor Area	
Restaurants	1,000 Sq. Ft. of Gross Floor Area	
Fast Food	1,000 Sq. Ft. of Gross Floor Area	
Coffee Donut Shop	1,000 Sq. Ft. of Gross Floor Area	
Quick Lubrication Vehicle Shop	Service Positions	
Automobile Care Center	1,000 Sq. Ft. of Gross Floor Area	
Service Stations	Fueling Positions	

Total Number of TSDC Rates = 88

Total Number of TSDC Rates = 50