



# TUALATIN CITY COUNCIL AND TUALATIN DEVELOPMENT COMMISSION

Monday, November 14, 2011

CITY COUNCIL CHAMBERS

18880 SW Martinazzi Avenue  
Tualatin, OR 97062

WORK SESSION begins at 5:30 p.m. *[Note different start time]*  
REGULAR MEETING begins at 7:00 p.m.

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Mayor Lou Ogden  
Council President Monique Beikman  
Councilor Wade Brooksby      Councilor Frank Bubenik  
Councilor Joelle Davis          Councilor Nancy Grimes  
Councilor Ed Truax

**Welcome!** By your presence in the City Council Chambers, you are participating in the process of representative government. To encourage that participation, the City Council has specified a time for citizen comments on its agenda - *Item C*, following Presentations, at which time citizens may address the Council concerning any item not on the agenda, with each speaker limited to three minutes, unless the time limit is extended by the Mayor with the consent of the Council.

Copies of staff reports or other written documentation relating to each item of business referred to on this agenda are available for review on the City's website at [www.ci.tualatin.or.us/government/CouncilPackets.cfm](http://www.ci.tualatin.or.us/government/CouncilPackets.cfm), the Library located at 18878 SW Martinazzi Avenue, and on file in the Office of the City Manager for public inspection. Any person with a question concerning any agenda item may call Administration at 503.691.3011 to make an inquiry concerning the nature of the item described on the agenda.

In compliance with the Americans With Disabilities Act, if you need special assistance to participate in this meeting, you should contact Administration at 503.691.3011. Notification thirty-six (36) hours prior to the meeting will enable the City to make reasonable arrangements to assure accessibility to this meeting.

Council meetings are televised *live* the day of the meeting through Washington County Cable Access Channel 28. The replay schedule for Council meetings can be found at [www.tvctv.org](http://www.tvctv.org). Council meetings can also be viewed by live *streaming video* on the City's website, the day of the meeting at [www.ci.tualatin.or.us/government/CouncilPackets.cfm](http://www.ci.tualatin.or.us/government/CouncilPackets.cfm).

Your City government welcomes your interest and hopes you will attend the City of Tualatin Council meetings often.

### PROCESS FOR LEGISLATIVE PUBLIC HEARINGS

A **legislative** public hearing is typically held on matters which affect the general welfare of the entire City rather than a specific piece of property.

1. Mayor opens the public hearing and identifies the subject.
2. A staff member presents the staff report.
3. Public testimony is taken.
4. Council then asks questions of staff, the applicant, or any member of the public who testified.
5. When the Council has finished questions, the Mayor closes the public hearing.
6. When the public hearing is closed, Council will then deliberate to a decision and a motion will be made to either *approve*, *deny*, or *continue* the public hearing.

### PROCESS FOR QUASI-JUDICIAL PUBLIC HEARINGS

A **quasi-judicial** public hearing is typically held for annexations, planning district changes, variances, conditional use permits, comprehensive plan changes, and appeals from subdivisions, partitions and architectural review.

1. Mayor opens the public hearing and identifies the case to be considered.
2. A staff member presents the staff report.
3. Public testimony is taken:
  - a) In support of the application
  - b) In opposition or neutral
4. Council then asks questions of staff, the applicant, or any member of the public who testified.
5. When Council has finished its questions, the Mayor closes the public hearing.
6. When the public hearing is closed, Council will then deliberate to a decision and a motion will be made to either *approve*, *approve with conditions*, or *deny the application*, or *continue* the public hearing.

### TIME LIMITS FOR PUBLIC HEARINGS

The purpose of time limits on public hearing testimony is to provide all provided all interested persons with an adequate opportunity to present and respond to testimony. All persons providing testimony **shall be limited to 3 minutes**, subject to the right of the Mayor to amend or waive the time limits.

### EXECUTIVE SESSION INFORMATION

Executive session is a portion of the Council meeting that is closed to the public to allow the Council to discuss certain confidential matters. No decisions are made in Executive Session. The City Council must return to the public session before taking final action.

The City Council may go into Executive Session under the following statutory provisions to consider or discuss: *ORS 192.660(2)(a)* employment of personnel; *ORS 192.660(2)(b)* dismissal or discipline of personnel; *ORS 192.660(2)(d)* labor relations; *ORS 192.660(2)(e)* real property transactions; *ORS 192.660(2)(f)* non-public information or records; *ORS 192.660(2)(g)* matters of commerce in which the Council is in competition with other governing bodies; *ORS 192.660(2)(h)* current and pending litigation issues; *ORS 192.660(2)(i)* employee performance; *ORS 192.660(2)(j)* investments; or *ORS 192.660(2)(m)* security issues. **All discussions within this session are confidential.** Therefore, nothing from this meeting may be disclosed by those present. News media representatives are allowed to attend this session (unless it involves labor relations), but shall not disclose any information discussed during this session.



**OFFICIAL AGENDA OF THE TUALATIN CITY COUNCIL FOR  
NOVEMBER 14, 2011**

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**A. CALL TO ORDER**  
Pledge of Allegiance

**B. ANNOUNCEMENTS**

1. Youth Advisory Council Update for November, 2011
2. Employee Introductions - *Molly Schwartz and Mary Shroll, Finance Department  
Ben Bryant and Damon Sims, Community Development*
3. Proclamation Declaring Friday, November 18, 2011 as "Nancy McDonald Day" in the City of Tualatin

**C. CITIZEN COMMENTS**

*This section of the agenda allows citizens to address the Council regarding any issue not on the agenda. The duration for each individual speaking is limited to 3 minutes. Matters requiring further investigation or detailed answers will be referred to City staff for follow-up and report at a future meeting.*

**D. CONSENT AGENDA**

*The Consent Agenda will be enacted with one vote. The Mayor will first ask staff, the public and Councilors if there is anyone who wishes to remove any item from the Consent Agenda for discussion and consideration. The matters removed from the Consent Agenda will be considered individually at the end of this Agenda under, 1) Items Removed from the Consent Agenda. The entire Consent Agenda, with the exception of items removed from the Consent Agenda to be discussed, is then voted upon by roll call under one motion.*

1. Approval of the Minutes for the Work Session and Meeting of October 24, 2011.
2. Community Involvement Committee Recommendations for Appointments to City Advisory Committees
3. Resolution No. **5074-11** Approving an Amendment to the Intergovernmental Agreement Between Washington County and the City of Tualatin for the Coordination of Activities Related to the U.S. Department of Homeland Security's Urban Areas Security Initiative (UASI) Grant Program
4. Approval of a New Liquor License Application for El Sol Latino
5. Approval of a New Liquor License Application for Silverado Portland

**E. SPECIAL REPORTS**

1. Community Enhancement Award Presentation

2. Quarterly Financial Update

F. PUBLIC HEARINGS – Legislative or Other

G. PUBLIC HEARINGS – Quasi-Judicial

H. GENERAL BUSINESS

1. Resolution No. 5075-11 Recognizing the Formation of Citizen Involvement Organization One

2. Ordinance No. 1335-11 Amending the Sign Code and Amending TDC 31.060, 38.110 & 38.220 (PTA-11-08)

I. ITEMS REMOVED FROM CONSENT AGENDA

*Items removed from the Consent Agenda will be discussed individually at this time. The Mayor may impose a time limit on speakers addressing these issues.*

J. COMMUNICATIONS FROM COUNCILORS

K. EXECUTIVE SESSION

L. ADJOURNMENT



City of Tualatin

# City Council SPEAKER REQUEST FORM

**IMPORTANT:** Any citizen attending Council meetings may speak on any item on the agenda. If you wish to speak, please complete this form and return to the **City Recorder**. *This document is a public record.*

NAME Mike McKillip DATE 11/14/11  
STREET ADDRESS 9473 SW Home Ct Tualatin  
STATE OR ZIP 97062 E-MAIL big.mike.71@hotmail.com

I wish to speak during **CITIZEN COMMENTS** on a subject that is not on the current Council agenda. *(3-minute time limit per speaker)*

Subject \_\_\_\_\_

I wish to speak on **AGENDA ITEM No.** B-3 (TESTIMONY TIME MAY BE LIMITED)

X IN FAVOR \_\_\_\_\_ OPPOSED \_\_\_\_\_ NEUTRAL

**NOTE:** IF WRITTEN DOCUMENTATION IS PRESENTED PLEASE FURNISH AT LEAST ONE (1) COPY, ALONG WITH THIS FORM, TO THE CITY RECORDER FOR THE OFFICIAL RECORD.

**City Council Meeting**

**B. 1.**

**Meeting**      11/14/2011  
**Date:**

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**ANNOUNCEMENTS**

Youth Advisory Council Update for November, 2011

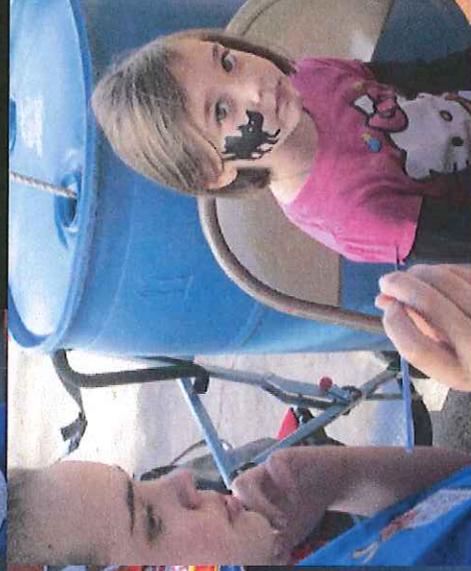
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**Attachments**

A - PowerPoint - YAC Update

# West Coast Giant Pumpkin Regatta

- October 22, 2011
- Fundraised enough \$ to send 4 people to National League of Cities conference
- Thank you to our grillers - Nancy McDonald, Don Hudson, and Clay Reynolds!



*Tualatin YAC – Youth Participating in Governance*

# Haunted House

- October 26, 27, 28, 29
- Almost 500 people attended!



*Tualatin YAC – Youth Participating in Governance*

# National League of Cities Congress of Cities

- November 10-12, 2011
- Phoenix, AZ
- Concurrent national summit on Your City's Families
- Thank you to PGE, Northwest Natural and Allied Waste for your sponsorships!

*Tualatin YAC – Youth Participating in Governance*



**City Council Meeting**

**B. 2.**

**Meeting**      11/14/2011  
**Date:**

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**ANNOUNCEMENTS**

Employee Introductions - *Molly Schwartz and Mary Shroll, Finance Department*  
*Ben Bryant and Damon Sims, Community Development*

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**City Council Meeting**

**B. 3.**

**Meeting**      11/14/2011  
**Date:**

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**ANNOUNCEMENTS**

Proclamation Declaring Friday, November 18, 2011 as "Nancy McDonald Day" in the City of Tualatin

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**Attachments**

A - Proclamation

# Proclamation

## *Proclamation Declaring Friday, November 18, 2011 as "Nancy McDonald Day" in the City of Tualatin*

WHEREAS Nancy McDonald was hired on October 8, 1984 as an assistant in the Operations Department and in 1988 she was promoted to Assistant to the City Manager for Personnel which was later reclassified to the Human Resources Director; and

WHEREAS Nancy has performed her role these past 27 years with commitment, dignity, respect, and hard work; and

WHEREAS Nancy has negotiated at least 17 employee contracts, put in place the first policy and procedure manual, presided over Tualatin's safety program, health and benefits, discipline, risk management, insurance, workers compensation, employee recognition programs and most recently has been the overseer of Tualatin's robust volunteer program; and

WHEREAS Nancy has played a pivotal role in Tualatin's Emergency Management Team as the Logistics Chief and served ably in that role during several significant emergencies, most notably the 1996 flood; and

WHEREAS Nancy has been actively involved with professional associations serving on the boards of the International Public Management Association, the Oregon Association of the National Public Employer Labor Relations Board and the Public Risk Management Association, which has given her a broad perspective and has benefitted Tualatin in many tangible and intangible ways; and

WHEREAS Nancy has been an advocate for employees while effectively balancing the conflicting needs for employee training, discipline, lifestyle issues, cost savings and legal compliance; and

WHEREAS Nancy is an exceptional public employee, giving of her time, energy, passion and knowledge to the betterment of the profession and the Tualatin organization and was recognized for that by being named Employee of the Year in 1996.

NOW, THEREFORE BE IT PROCLAIMED BY THE CITY COUNCIL OF THE CITY OF TUALATIN, Oregon that:

Friday, November 18, 2011 is "Nancy McDonald Day" in the City of Tualatin.

INTRODUCED AND ADOPTED this 14<sup>th</sup> day of November, 2011.

CITY OF TUALATIN, OREGON

BY \_\_\_\_\_

Mayor

ATTEST:

BY \_\_\_\_\_

City Recorder



# STAFF REPORT

## CITY OF TUALATIN

APPROVED BY TUALATIN CITY COUNCIL

Date 11-14-11

Recording Secretary M. Smith

**TO:** Honorable Mayor and Members of the City Council

**THROUGH:** Sherilyn Lombos, City Manager

**FROM:** Maureen Smith, Executive Assistant

**DATE:** 11/14/2011

**SUBJECT:** Approval of the Minutes for the Work Session and Meeting of October 24, 2011.

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### ISSUE BEFORE THE COUNCIL:

The issue before the Council is to approve the minutes of the Work Session and Meeting of October 24, 2011.

### RECOMMENDATION:

Staff respectfully recommends that the Council adopt the attached minutes.

### FINANCIAL IMPLICATIONS:

There are no financial impacts associated with this item.

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**Attachments:** A - Work Session Minutes of 10/24/11  
B - Meeting Minutes of 10/24/11

OFFICIAL MINUTES OF TUALATIN CITY COUNCIL WORK SESSION FOR OCTOBER 24, 2011

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Present: Mayor Lou Ogden; Council President Monique Beikman; Councilor Wade Brooksby (arrived at 6:16 p.m.); Councilor Joelle Davis; Councilor Nancy Grimes; Councilor Ed Truax

Absent: Councilor Frank Bubenik

Staff Present: City Manager Sherilyn Lombos; City Attorney Brenda Braden; Community Development Director Alice Rouyer; Operations Director Dan Boss; Community Services Director Paul Hennon; Finance Director Don Hudson; Planning Manager Aquilla Hurd-Ravich; Assistant to the City Manager Sara Singer; Senior Planner William Harper; Assistant Planner Colin Cortes; Project Engineer Dayna Webb; Executive Assistant Maureen Smith

## 1. CALL TO ORDER

Mayor Ogden called the work session to order at 6:01 p.m.

## 2. Boones Ferry Road Improvements Update

Planning Manager Aquilla Hurd-Ravich began the discussion and gave a brief background and update on the Washington County SW Boones Ferry Road improvement project within the Basalt Creek Concept Plan Area.

Assistant Planner Colin Cortes spoke on the Open House that was held on September 29. There were 52 people in attendance with 30 comments received for Alignment C or D. The preferred being Alignment D, as it would affect fewer property owners. After reviewing, a hybrid of Alignments C and D was put together and presented. Washington County Land Use Transportation Capital Project Manager Gary Stockhoff was present and explained and reviewed the hybrid was done to take the best of Alignments C and D. The Frontage Road is maintained and maintains bike lanes on both sides keeping the western edge further east so as to not encroach on those properties. The question was asked and Mr. Stockhoff replied the impacts to properties under Alignment C is estimated at 20, under Alignment D it is estimated at 10, with the "hybrid alignment" at 15. There is only one home unit (trailer) under the "hybrid" version that would have to be acquired and relocated. It was asked and answered that this has not been presented back to the neighborhoods and Mr. Stockhoff said there will be another neighborhood meeting scheduled. It was asked and answered that the Frontage Road would have one access point approximately in the middle of the project. It was asked about some corners that are blind corners and Mr. Stockhoff said they would evaluate the site access/distance when in design. The "hybrid" reduces the long straight stretch, which was a main concern, and Mr. Stockhoff said he believes the speed is designed for 45 MPH, which is what it is now.

Discussion followed on addressing the curves in the hybrid and Council wanted to make sure it is not just a "quick fix" project and Mr. Stockhoff said it is not a "throw-away" component and doesn't believe it detracts from the planning of the area. It was asked to make sure that it is included in the design criteria. Mayor Ogden noted an email that was received from citizen and Mr. Stockhoff said he also received the same email and assured Council that although he has not had time to respond, her questions can be answered adequately.

Planning Manager Hurd-Ravich gave a brief review of the 124th Avenue project, and displayed a map indicating the planned alignments. She noted some are not in the Urban Growth Boundary (UGB). Mr. Stockhoff reviewed and explained the various alignments proposed. An Open House is scheduled for November 17, and set to start in the fall of 2012. Discussion followed. It was asked and Mr. Stockhoff said his recommended alignment would be the "red" alignment. The goal is to minimize or eliminate any "throw away" with the alignment. Mayor Ogden expressed his concern about the UGB and Metro being accountable for anything that arises from the engineering constraints.

Community Development Director Alice Rouyer explained staff is looking to sync up with the Transportation Task Force, to be able to have the items discussed at the same time. Mr. Stockhoff replied to the question of when project would actually be built and he explained it pretty far down the road. Concern was expressed about an intersection that would have a safety problem and Mr. Stockhoff said as the Basalt Creek planning moves forward there will be some alternatives presented. It was asked to address the intersection issue sooner rather than later.

### **3. Council Meeting Agenda Review, Communications & Roundtable**

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Council reviewed the agenda with no changes or questions.

#### **COMMUNICATIONS**

Mayor Ogden noted his submittal to the National League of Cities vice-presidency and explained the time commitment it could entail if he is selected.

Mayor Ogden gave an update on meeting with the mayors of Tualatin, West Linn, and Lake Oswego and Clackamas County officials regarding open houses scheduled to be held on the Stafford Hamlet, and concerns expressed by the cities on moving forward with planning of the Stafford area. The cities asked to be able to participate in the agendas of the open houses, which has not materialized as yet. Metro would bring a perspective to the open houses by talking through the planning, which Mayor Ogden said is better served with the cities planning any development. Staff will attend the open houses to have a presence at each and to be able to talk about "governance" issues. Brief discussion followed.

### **4. ADJOURNMENT**

The work session adjourned at 6:48 p.m.

Sherilyn Lombos, City Manager

*Maureen Smith* Maureen Smith, Recording Secretary



OFFICIAL MINUTES OF THE TUALATIN CITY COUNCIL MEETING FOR  
OCTOBER 24, 2011

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Present: Mayor Lou Ogden; Council President Monique Beikman; Councilor Wade Brooksby; Councilor Joelle Davis; Councilor Nancy Grimes; Councilor Ed Truax

Absent: Councilor Frank Bubenik

Staff Present: City Manager Sherilyn Lombos; City Attorney Brenda Braden; Community Development Director Alice Rouyer; Community Services Director Paul Hennon; Finance Director Don Hudson; Planning Manager Aquilla Hurd-Ravich; Assistant to the City Manager Sara Singer; Senior Planner William Harper; Project Engineer Dayna Webb; Executive Assistant Maureen Smith

**A. CALL TO ORDER**

Mayor Ogden called the meeting to order at 7:01 p.m.

Pledge of Allegiance was led by Councilor Brooksby.

**B. ANNOUNCEMENTS**

1. Tualatin "Winona" Grange Activities Update - Loyce Martinazzi

Loyce Martinazzi, Tualatin Historical Society and member of the Winona Grange presented an update on activities happening at the Grange, and gave a brief history of the Grange, which was formed in 1895. She noted her attendance and first place vocal category win in the Talent Contest at the State Grange Convention, winning the prize of traveling to Tulsa, Oklahoma for the National Grange Convention. A Folk Festival fundraiser event for the Grange will be held on Saturday from 1:00 p.m. to 10:00 p.m. Tickets are \$5 and all are invited to attend.

2. Prescription Drug Turn-In Day Announcement

Police Lieutenant Greg Pickering announced the upcoming "Prescription Drug Turn-In Day" is October 29, 2011 from 10:00 a.m. to 2:00 p.m. The event is held to dispose of unwanted and unused prescription medications properly. Tualatin participated in the last event held in April. Police Lieutenant Pickering also noted Legacy Meridian Park Hospital, a sponsor of the event, is holding a "Wellness Fair" that is open to the public on Sunday, October 30, 2011 where unwanted and outdated prescription medications can be turned in as well.

3. Employee Introduction -  
*Patrick Jackson, Operations Department*

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Operations Director Dan Boss introduced employee Patrick Jackson, hired as a utility technician and gave a brief background. Council welcomed Patrick to the City.

**C. CITIZEN COMMENTS**

*Tom Akers, SW 104th Terrace, Tualatin, OR*, spoke on an issue of dog waste on private property and distributed related health information to Council. The City's Development Code does not address when dog owners let their dog defecate and not clean up afterwards on private property. He has lived at his location for a year and it has become a significant problem. Mr. Akers spoke on the health risks of dog fecal matter and the percentage of fecal matter that ends up in the water.

Mayor Ogden acknowledged Mr. Akers concern, and said before looking at an ordinance, research on this issue would need to be done, and for some sort of "critical mass" of process before moving forward. Mayor Ogden suggested this issue could be addressed by the recently formed Citizen Involvement Organizations (CIO) to raise the level of public concern. City Manager Lombos said public awareness could be raised by placing an article on responsible dog ownership in the City's newsletter, and possibly involving the newly formed "Friends of the Dog Park" group.

**D. CONSENT AGENDA**

MOTION by Council President Monique Beikman, SECONDED by Councilor Wade Brooksby to adopt the Consent Agenda as read and amended. Item F-3 was removed from the Consent Agenda by Jan Giunta.

**Vote: 6 - 0 MOTION CARRIED**

1. Approval of the Minutes for the Work Session and Meeting of October 10, 2011.
2. Approval of a Change of Ownership Liquor License Application for Game Time
4. Fiscal Year 2010/2011 Parks System Development Charge (SDC) Annual Report

5. Resolution No. **5073-11** Authorizing the Mayor to Sign an Intergovernmental Agreement with Washington County for Improvements Associated with the Tualatin-Sherwood Road Improvements Project

**E. SPECIAL REPORTS**

1. Update on the Transportation System Plan

Project Engineer Dayna Webb gave an update on the City's Transportation System Plan (TSP). Staff is currently reviewing videos received from the "Moving Tualatin" Transportation Video Contest. and noted the various events staff has attended promoting awareness of the TSP. Over 300 comments have been received on the interactive website, and it continues to have consistent visits, but has slowed in recent weeks. The website remains available and up-to-date, and staff will continue working to attract the public to the website - [www.tualatintsp.org](http://www.tualatintsp.org). Project Engineer Webb ran a short video introducing the TSP project which will also be made available on the City's website.

2. Tualatin Farmers Market Recap

Tualatin Farmers Market President Beth Roach, Market Manager Melanie Whitt, and Marketing Vice President Jane Morrill presented a PowerPoint wrap-up of the market's second season. This year was more successful than last year, with attendance numbers more than double. The number of booths increased by 20% over last year, along with increased musician performances. Fresh produce and donated tokens were given to the Tualatin Food Pantry. Branding of the market continues with an increased presence on the Internet and locally, and advertising in various media. There is a tremendous amount of volunteer hours that go into putting on the market and is a phenomenal effort in the community. The market also received a grant from Whole Foods for matching funds for the Oregon Trail program. Information is available and sign up for the newsletter can be accessed from their website at [www.tualatinfarmersmarket.com](http://www.tualatinfarmersmarket.com).

It was suggested about the possibility of having a Community Supported Agriculture (CSA) program whereby interested consumers purchase and receive a box of seasonal produce each week throughout the farming season.

Council thanked everyone involved in making the Market happen and look forward to a great next season.

**F. PUBLIC HEARINGS – *Legislative or Other***

1. Amending the Sign Regulations to Allow Additional Types of Building Signs in the Central Design District, Major Commercial Centers and Multi-story Buildings in the Central and General Commercial Planning Districts; and Amending Tualatin Development Code Chapters 38.110 Sign Types, 38.220 Central Commercial and General Commercial Planning District Sign Standards and 31.060 Definitions. Plan Text Amendment (PTA-11-08).

**-Continued Hearing-**

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Mayor Ogden opened the public hearing and noted it was continued from July 25, 2011.

Senior Planner Will Harper presented the staff report and entered the entire staff report into the record. He gave a brief review of the previous hearings held on the plan text amendment (PTA-11-08). The plan text amendment allows for additional types of signs in the Central and General Commercial planning districts and reviewed the various types of signs that could be used, such as blade, shingle, wall, directory, and canopy-mounted building signs. The intention is to create better sign design, provide better exposure to business tenants, without a significant increase in building signage.

Staff recommends the Council consider the application and staff report and approve PTA-11-08 amending the Sign Regulations.

Tualatin Planning Advisory Committee (TPAC) Vice Chair Mike Riley gave a brief report of TPAC's review of the plan text amendment. The vote was 4-1 to adopt the proposed amendment, with one committee member concerned about the proliferation of additional signage, and other dimension sizes.

#### PROPOSERS

*David Emami, SW Shore Road, West Linn, OR* spoke on the differences in buildings today than years past. The increased building heights create difficulty in viewing signs, and having shingle/blade type signs would be helpful for businesses.

OPPOSERS - None.

#### PUBLIC COMMENTS

*Toni Anderson, SW Cheyenne Way, Tualatin, OR*, asked if there is a design element restriction in the amendment and standards in design. Sign aesthetics, such as proposed for multi-story buildings is also of concern.

Senior Planner Harper explained the points of sign design was a discussion topic with TPAC for attractive-type signage. The City also had an architectural review process in place for review of every proposed sign, but have since moved away from that and have now addressed the design aspect more recently of monument-type signs. City Manager Lombos said in the amendment, under blade and shingle signs, there is a requirement to have dimension to a sign.

It was asked and TPAC Vice Chair Riley said the committee discussed sign design standards but said it is a separate issue and that TPAC could be interested in revisiting it in the future.

Mayor Ogden closed the oral testimony portion of the hearing.

#### COUNCIL DELIBERATIONS

Councilor Truax commented he is in favor of this amendment.

Brief discussion followed about having TPAC revisit sign design regulations in the future.

MOTION by Councilor Ed Truax, SECONDED by Council President Monique Beikman to approve PTA-11-08 amending the Sign Regulations as presented and direct staff to prepare an ordinance.

**Vote:** 6 - 0 MOTION CARRIED

- G. PUBLIC HEARINGS – *Quasi-Judicial*
- H. GENERAL BUSINESS
- I. ITEMS REMOVED FROM CONSENT AGENDA

- 1. Resolution No. **5072-11** Granting a Conditional Use Permit for Grimm's Fuel Company Located Within the General Manufacturing Planning District at 18850 Cipole Road (Tax Map 2S1 21A, Tax Lots 1800 & 1900) (CUP 11-03)
- 

*Jan Giunta, SW Shawnee Trail, Tualatin, OR*, said her comments are neutral, but mentioned her recent experience of odor coming from Grimm's Fuel, after the Citizen Involvement Organization (CIO) 1 organizing committee meeting was held. The CIO will be monitoring compliance and collecting data for 24 months on odor-related issues from Grimm's Fuel, and Ms. Giunta wanted Council to be aware of what is planned.

MOTION by Council President Monique Beikman, SECONDED by Councilor Nancy Grimes to approve the resolution granting CUP-11-03 as presented.

**Vote:** 5 - 1 MOTION CARRIED

Nay: Councilor Joelle Davis  
Other: Councilor Frank Bubenik (Absent)

- J. COMMUNICATIONS FROM COUNCILORS - *None.*
- K. EXECUTIVE SESSION - *None.*
- L. ADJOURNMENT

MOTION by Councilor Nancy Grimes, SECONDED by Council President Monique Beikman to adjourn the meeting at 8:38 p.m.

**Vote:** 6 - 0 MOTION CARRIED

Sherilyn Lombos, City Manager



Maureen Smith / Recording Secretary



# STAFF REPORT

## CITY OF TUALATIN

APPROVED BY TUALATIN CITY COUNCIL

Date 11-14-11

Recording Secretary [Signature]

**TO:** Honorable Mayor and Members of the City Council

**THROUGH:** Sherilyn Lombos, City Manager

**FROM:** Maureen Smith, Executive Assistant

**DATE:** 11/14/2011

**SUBJECT:** Community Involvement Committee Recommendations for Appointments to City Advisory Committees

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### ISSUE BEFORE THE COUNCIL:

Should the City Council approve appointments to various Advisory Committees and Boards?

### RECOMMENDATION:

Staff recommends the City Council approve the Community Involvement Committee (CIC) recommendations and appoint the below listed individual(s).

### EXECUTIVE SUMMARY:

The Community Involvement Committee met and interviewed citizens interested in participating on City advisory committees and boards. The Committee recommends appointing and/or reappointing the following individual(s):

<b>Individual(s)</b>	<b>Advisory Committee / Board</b>	<b>Term</b>
Gary Thompson	Tualatin Arts Advisory Committee	Regular term expiring 03/31/14
David Abbey	Tualatin Library Advisory Committee	Regular term expiring 10/31/14
Len Runion	Tualatin Library Advisory Committee	Regular term expiring 10/31/14
Steve Klingerman	Tualatin Planning Advisory Committee	Regular term expiring 08/31/14
Nic Herriges	Tualatin Planning Advisory Committee	Regular term expiring 08/31/13
Candice Kelly	Tualatin Tomorrow Advisory Committee	Regular term expiring 09/30/14
Larry McClure	Tualatin Tomorrow Advisory Committee	Regular term expiring 09/30/14

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**Attachments:**



# STAFF REPORT

## CITY OF TUALATIN

APPROVED BY TUALATIN CITY COUNCIL  
Date 11-14-11  
Recording Secretary M. Smith

**TO:** Honorable Mayor and Members of the City Council

**THROUGH:** Sherilyn Lombos, City Manager

**FROM:** Darla Madtson, Office Coordinator  
Kent Barker, Chief of Police

**DATE:** 11/14/2011

**SUBJECT:** Resolution Approving an Amendment to the Intergovernmental Agreement Between Washington County and the City of Tualatin for the Coordination of Activities Related to the U.S. Department of Homeland Security's Urban Areas Security Initiative (UASI) Grant Program

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### ISSUE BEFORE THE COUNCIL:

This is an amendment to an existing intergovernmental agreement for the coordination of activities related to the purchase of equipment, supplies, professional services, and training being funded by the United States Department of Homeland Security's Urban Areas Security Initiative (UASI) grant program.

### RECOMMENDATION:

Staff recommends approval of the amended intergovernmental agreement.

### EXECUTIVE SUMMARY:

- On November 28, 2005, Council approved an Intergovernmental Agreement (IGA) with Washington County under Resolution No. 4458-05 related to the coordination of activities related to the purchase of equipment, supplies, professional services, and training being funded by the U.S. Department of Homeland Security's Urban Areas Security Initiative (UASI) grant program.
- Purchases of interoperable communications equipment were successfully transacted during fiscal year 2005-06 through the 2005 UASI grant. During the grant request and application period for the 2006 UASI grant, the Tualatin Police Department requested funds for additional interoperable communications equipment to bring the department up to capability for a significant or protracted emergency situation in the region. On September 1, 2006, the 2006 UASI grant awards were announced and Tualatin received equipment valued at \$28,416.
- On January 22, 2007, Council approved the first amendment to the Intergovernmental agreement, allowing us to extend the initial agreement, committed both parties to compliance with the Fiscal Year 2006-07 grant contract and conditions, and continued the relationships and obligations contained in the initial agreement.



**INTERGOVERNMENTAL AGREEMENT**

**Between**

**WASHINGTON COUNTY, OREGON**

**and**

**THE CITY OF TUALATIN, OREGON**

THIS IS an intergovernmental agreement (Agreement) between Washington County (County) and the city of Tualatin (City) entered into pursuant to the authority granted in Oregon Revised Statutes (ORS) Chapter 190 for the coordination of activities related to use of the United States Department of Homeland Security's Urban Areas Security Initiative (UASI) grant program funds for addressing the unique planning, organization, equipment, training, and exercise needs of high-threat, high-density urban areas to assist in building an enhanced and sustainable capacity to prevent, protect against, respond to, and recover from acts of terrorism.

**Recitals**

WHEREAS, the United States Department of Homeland Security, Federal Emergency Management Agency (FEMA) Grant Programs Directorate, provided UASI grant funding in the amount of \$7,178,800 in Fiscal Year 2010 to the state of Oregon (State) for distribution to the Portland Urban Area (PUA); and

WHEREAS, the State awarded UASI Grant #10-170 (CFDA #97.008) to the city of Portland, Office of Emergency Management (POEM), as subgrantee, for Fiscal Year 2010 in the amount of \$6,874,736, a copy of which is attached to this Agreement and incorporated herein as Exhibit A; and

WHEREAS, UASI Grant #10-170 is intended to increase the capabilities of the PUA, which includes jurisdictions, agencies, and organizations in Multnomah, Clackamas, Columbia, and Washington counties in Oregon and Clark County in Washington, to prevent, protect against, respond to, and recover from threats and acts of terrorism; and

WHEREAS, a list of equipment, supplies, professional services, training, and exercises to be funded by the grant has been developed through the application process and coordination with the State; and

WHEREAS, POEM, as Grant Administrator, is required to oversee and coordinate the expenditure of the UASI grant funds and has developed procedures to guide the procurement, delivery, and reimbursement processes; and

WHEREAS, POEM, as Grant Administrator, is required to make periodic reports to the State regarding the expenditure of the UASI grant funds and has developed procedures to coordinate the collection and submission of information and documents needed to support the reporting process; and

WHEREAS, the city of Portland and all other PUA jurisdictions, agencies, and organizations that receive direct benefit from UASI grant purchases are required to comply with all terms of the UASI Grant # 10-170 award including, but not limited to, obligations regarding reporting, access to records, financial tracking and procurement, and supplanting of funds; and

WHEREAS, the city of Portland has entered into an agreement with Washington County to secure the County's commitment to follow the city of Portland-developed procurement, delivery, reimbursement, and reporting procedures, to ensure its compliance with all terms of the grant, and to obligate it to coordinate with and obtain similar assurances from directly benefiting jurisdictions, agencies, and organizations within the County.

NOW, THEREFORE, the parties agree as follows:

1. **The County agrees:**

To coordinate grant-related procurement, reimbursement, and reporting activities with directly benefiting jurisdictions, agencies, and organizations in the County consistent with the processes developed by the city of Portland to manage those activities.

2. **The City agrees:**

- a) That it has read the award conditions and certifications for UASI Grant #10-170, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to the city of Portland, as grantee, under those grant documents.
- b) To comply with all city of Portland and State financial management and procurement requirements, including competitive bid processes, and to maintain accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP) and financial, administrative, and audit requirements as set forth in the most recent versions of the Code of Federal Regulations (CFR) and Office of Management and Budget (OMB) circulars. A nonexclusive list of regulations commonly applicable to DHS grants includes:
  - i. Administrative Requirements: 44 CFR Part 13 (State and Local Governments) and 2 CFR Part 215 (Non-Profit Organizations).

- ii. Cost Principles: 2 CFR Part 225 (State, Local, and Tribal Governments); Part 230 (Non-Profit Organizations); and Federal Acquisition Regulations (FAR) Part 31.2 (Contracts with Commercial Organizations).
  - iii. Audit Requirements: OMB Circular A-133.
- c) That all equipment, supplies, and services provided by the city of Portland are as described in the approved grant budget documents, which the City has seen.
  - d) That it will not deviate from the items listed in the approved grant budget documents without first securing written authority from the city of Portland.
  - e) To comply with all property and equipment tracking and monitoring processes required by the grants, this Agreement, the city of Portland, and the State.
  - f) To treat all single items of equipment valued over \$5,000 as fixed assets and to provide the city of Portland with a list of such equipment. The list should include, but is not limited to, dates of purchase, equipment description, serial numbers, and locations where the equipment is housed or stored. All requirements for the tracking and monitoring of fixed assets are set forth in 44 CFR Part 13.
  - g) To maintain and store all equipment and supplies, provided or purchased, in a manner that will best prolong its life and keep it in good working order at all times.
  - h) That regardless of how it is procured, all equipment and supplies purchased shall be owned by the City until proper disposition takes place. The City shall be responsible for inventory tracking, maintenance, and storage while in possession of such equipment and supplies.
  - i) That any request or invoice it submits for reimbursement of costs is consistent with the items identified in the approved grant budget documents.
  - j) That it understands and accepts full financial responsibility and may not be reimbursed for costs incurred which have not been approved by the city of Portland, State, and the U.S. Department of Homeland Security, FEMA Grant Programs Directorate.
  - k) That all publications created with funding under this grant shall prominently contain the following statement: "This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."

- D) That all financial records and supporting documentation, and all other records pertinent to this grant or agreements under this grant, shall be retained for a minimum of six years following termination, completion, or expiration of this Agreement for purposes of city of Portland, State, or federal examination and audit.
- m) To obtain a copy of 44 CFR Part 13 and all applicable OMB circulars, and to apprise itself of all rules and regulations set forth.
- n) Not to supplant its local funds with federal and to, instead, use the federal funds to increase the amount of funds that, in the absence of federal aid, would be made available to fund programs within the UASI grant program guidelines.
- o) To list the city of Portland as a party to be held harmless and, subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, indemnified by the City and any contractor or subcontractor thereof, for any injury to person or property arising out of the equipment, supplies, or services provided under this Agreement, and as a party to whom a listed duty is due.
- p) To comply with National Incident Management System (NIMS) objectives identified as requirements by the State.
- q) To comply with all applicable federal, state, and local environmental and historic preservation (EHP) requirements and provide information requested to ensure compliance with applicable laws.
- r) To provide timely compliance with all reporting obligations required by the grant's terms and the city of Portland.
- s) To provide the city of Portland with Performance Reports, Financial Reimbursement Reports, and Audit Reports when required by the city of Portland and in the form required by the city of Portland.
  - i. Performance Reports are due to POEM biannually on June 15th and December 15th during the term of the grant agreement. Late Performance Reports could result in the suspension and/or termination of the grant.
  - ii. Financial Reimbursement Reports are due no less frequently than quarterly during the term of the grant agreement. Late Financial Reimbursement Reports could result in the suspension and/or termination of the grant.

- iii. Per UASI Grant #10-170, Section K.2.b., reimbursement for expenses may be withheld if performance reports are not submitted by the specified dates or are incomplete.
- t) To follow the travel expense and per diem guidelines set forth by the U.S. General Services Administration (GSA) as well as the guidelines of the city of Portland and State. Per UASI Grant #10-170, Section K.2.c., reimbursements rates for travel expenses shall not exceed those allowed by the State. Requests for reimbursement for travel must be supported with a detailed statement identifying the person who traveled, the purpose of the travel, the dates, times, and places of travel, and the actual expense or authorized rates incurred.

GSA per diem rates can be found on the GSA website:

<http://www.gsa.gov/portal/category/21287>.

The city of Portland's guidelines can be found on the Office of the City Auditor's website:

BCP-FIN-6.13 Travel:

<http://www.portlandonline.com/auditor/index.cfm?&c=34747&a=160271>

BCP-FIN-6.14 Non-travel Meals, Light Refreshments and Related Miscellaneous Expenses:

<http://www.portlandonline.com/auditor/index.cfm?&a=160283&c=34747>

- u) To comply with all of its obligations under this Agreement and any applicable, incorporated document or documents.
3. **Effective Date and Duration.** This Agreement shall be effective from the date both parties have signed and shall be terminated on December 31, 2012 unless otherwise extended by the parties in writing or terminated due to failure of one of the Parties to perform.
  4. **Amendment.** This Agreement may be modified or amended only by the written agreement of both parties but must remain consistent with the requirements of the UASI program grant, the agreement between the State and the city of Portland, and the city of Portland's UASI grant agreement with the County.
  5. **Termination.** Either party may terminate this Agreement in the event the other fails to comply with its obligations under the Agreement. If the Agreement is terminated due to the City's failure or inability to comply with the provisions of the grant or the Agreement, the City will be liable to the city of Portland for the full cost of any equipment, materials, or services provided by the city of Portland to the City, and any penalties imposed by the State or Federal Government. Each party will notify the other, in writing, of its intention to terminate this Agreement and the reasons therefore. The other party shall have fourteen days, or such other time as the parties may agree, from the date of the notice in which to correct or otherwise address the compliance failure which is the subject of the notice.

6. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State, without regard to principles of conflicts of law. Any claim, action, suit or proceeding that arises from or relates to this Agreement shall be brought and conducted exclusively within the Circuit Court of Washington County for the state of Oregon. In the event a claim is brought in a federal forum, then it shall be brought and conducted solely and exclusively in the United States District Court for the District of Oregon.
7. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute one and the same instrument.
8. **Survival.** The terms, conditions, representations, and all warranties in this Agreement shall survive the termination or expiration of this Agreement.
9. **Force Majeure.** Neither party shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond reasonable control. Each party shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligations under this Agreement.
10. **Indemnification.**
  - a) Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, the City shall indemnify, defend and hold harmless the County, its commissioners, employees and agents from and against any and all liability, claims, damages, losses, and expenses, including but not limited to reasonable attorneys fees arising out of or resulting from the acts of the City, its officers, employees, and agents in the performance of this Agreement.
  - b) Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, the County shall indemnify, defend and hold harmless the City from and against all liability, loss and costs arising out of or resulting from the acts of the County, its officers, employees, and agents in the performance of this Agreement.
11. **Third Party Beneficiaries.** The County and the City are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, or is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such persons are individually identified by name herein.
12. **Successors in Interest.** The terms of this Agreement shall be binding upon the successors and assigns of each party hereto.

13. **Entire Agreement.** The parties agree and acknowledge that this Agreement is a complete, integrated agreement that supersedes any prior understandings related to implementation of the FY-10 UASI program grant and that it is the entire agreement between them relative to that grant.
14. **Worker's Compensation.** Each party shall be responsible for providing worker's compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers (contractors with one or more employees, unless exempt under ORS 656.027). Neither party shall be required to provide or show proof of any other insurance coverage.
15. **Nondiscrimination.** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.
16. **Access to Records.** Each party shall maintain, and shall have access to the books, documents, papers, and other records of the other party which are related to this Agreement for the purpose of making audit, examination, excerpts, and transcripts. Copies of applicable records shall be made available upon request. Access to records for Oregon Emergency Management (OEM), the Oregon Secretary of State, the Office of the Comptroller, the General Accounting Office (GAO), or any of their authorized representatives, shall not be limited to the required retention period but shall last as long as records are retained.
17. **Subcontracts and Assignment.** Neither party will subcontract or assign any part of this Agreement without the prior written consent of the other party. Notwithstanding County approval of a subcontractor, the City shall remain obligated for full performance hereunder, and the County shall incur no obligation other than its obligations to the City hereunder.

Washington County

*[Signature]*

Date 9-6-11

APPROVED AS TO FORM

*[Signature]*

Attorney

Date 8/12/11

APPROVED WASHINGTON COUNTY  
 BOARD OF COMMISSIONERS  
 MINUTE ORDER # 11-240  
 DATE 9-6-11  
 BY *Barbara Hefmanek*  
 CLERK OF THE BOARD

City of Tualatin

\_\_\_\_\_

Date \_\_\_\_\_

APPROVED AS TO FORM

\_\_\_\_\_  
Attorney

Date \_\_\_\_\_

**OREGON MILITARY DEPARTMENT  
OFFICE OF EMERGENCY MANAGEMENT  
URBAN AREA SECURITY INITIATIVE GRANT PROGRAM -  
CFDA # 97.008**

**GRANT AWARD CONDITIONS AND CERTIFICATIONS**

<b>PROGRAM NAME:</b>	Portland Urban Area Security Initiative (UASI) Program	<b>GRANT NO:</b>	# 10-170
<b>SUBGRANTEE:</b>	City of Portland	<b>FEDERAL AWARD:</b>	\$6,874,736
<b>ADDRESS:</b>	Portland Office of Emergency Management (POEM) 1001 SW Fifth Ave, Suite 650 Portland, OR 97204	<b>AWARD PERIOD:</b>	2/15/11 thru 12/31/12
<b>PROGRAM CONTACT:</b>	Carmen Merlo carmen.merlo@portlandoregon.gov	<b>TELEPHONE:</b>	(503) 823-2691
<b>FISCAL CONTACT:</b>	Shelli Tompkins shelli.tompkins@portlandoregon.gov	<b>TELEPHONE:</b>	(503) 823-4187

**BUDGET**

Equipment	
CBRNE Incident Response Vehicles	\$1,296,000
CBRNE Operational/Search and Rescue Detection	\$725,472
Explosive Device Mitigation	\$60,000
Information Technology	\$40,000
Interoperable Communications	\$1,339,141
Medical	\$1,300,000
Other Authorized Equipment	\$190,500
Personal Protective Equipment	\$42,750
Physical Security Enhancement	\$79,500
Power	\$110,000
Exercises	\$85,000
Planning	\$66,000
Training (ODP-approved)	\$1,192,158
Administration	\$61,063
	\$287,152
<b>Total</b>	<b>\$6,874,736</b>

RECEIVED

## GRANT AWARD AGREEMENT AND PROVISIONS

### I. Provisions of Award

- A. Agreement Parties. This Agreement is between the State of Oregon, acting by and through the Oregon Military Department, Office of Emergency Management (OEM) and the Subgrantee.
- B. Effective Date. This Agreement shall become effective on the date this Agreement has been fully executed by every party. Agreement termination shall not extinguish or prejudice OEM's right to enforce this Agreement with respect to any default by Subgrantee that has not been cured.
- C. Source of Funds. Payment for this Program will be from the Fiscal Year 2010 Urban Area Security Initiative Program.
- D. Merger Clause: Waiver. This Agreement and referenced documents constitute the entire Agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. No waiver, consent, modifications or change of terms of this agreement shall be binding unless agreed to in writing and signed by both the Subgrantee and OEM. Such waiver, consent, modification or change, if made shall be effective only in the specific instance and for the specific purpose given.
- E. Acknowledgment. The Subgrantee, by signature of its authorized representative, hereby acknowledges that he/she has read this agreement, understands it, and agrees to be bound by its terms and conditions (including all references to other documents). Failure to comply with this agreement and with applicable state and federal rules and guidelines may result in the withholding of reimbursement, the termination or suspension of the agreement, denial of future grants; and/or damages to OEM.

## TERMS AND CONDITIONS

### II. Conditions of Award

- A. The Subgrantee agrees to operate the program as described in the Portland Urban Area Homeland Security Strategy and to expend funds in accordance with the approved budget unless the Subgrantee receives prior written approval by OEM to modify the program or budget. OEM may withhold funds for any expenditure not within the approved budget or in excess of amounts approved by OEM. Failure of the Subgrantee to operate the program in accordance with the written agreed upon objectives contained in the grant application and budget will be grounds for immediate suspension and/or termination of the grant agreement.
- B. To ensure consistency among statewide planning efforts, the Subgrantee agrees to coordinate grant funded planning projects with OEM, to include assistance with the creation of a scope of work, review and approval of service providers, and overall project direction.
- C. The Subgrantee agrees that funds utilized to establish or enhance state and local fusion centers must support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines and achievement of a baseline level of capability as defined by the Fusion Capability Planning Tool.
- D. The Subgrantee agrees that all publications created with funding under this grant shall prominently contain the following statement: "This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."
- E. The Subgrantee agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.
- F. By accepting FY 2010 funds, the Subgrantee certifies that it has met NIMS compliance activities outlined in the NIMS Implementation Matrix for State, Tribal, or Local Jurisdictions. Additional information on achieving compliance is available through the NIMS Resource Center at <http://www.fema.gov/emergency/nims/>.

G. Administrative Requirements, Retention and Access to Records, and Audits.

1. Administrative Requirements. The Subgrantee agrees to comply with all financial management and procurement requirements, including competitive bid processes and other procurement requirements, and to maintain accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP) and financial, administrative, and audit requirements as set forth in the most recent versions of the Code of Federal Regulations (CFR) and the Office of Management and Budget (OMB) Circulars. A nonexclusive list of regulations commonly applicable to DHS grants includes:
  - a. Administrative Requirements. 44 CFR Part 13 (State and Local Governments) and 2 CFR Part 215 (Non-Profit Organizations).
  - b. Cost Principles. 2 CFR Part 225 (State, Local, and Tribal Governments); Part 230 (Non-Profit Organizations); and Federal Acquisition Regulations (FAR) Part 31.2 (Contracts with Commercial Organizations).
  - c. Audit Requirements. OMB Circular A-133.
2. Retention of Records. All financial records, supporting documentation, and all other records pertinent to this grant or agreements under this grant shall be retained by the Subgrantee for a minimum of six years following termination, completion or expiration of this Agreement for purposes of State of Oregon or Federal examination and audit. It is the responsibility of the Subgrantee to obtain a copy of 44 CFR Part 13 and all applicable OMB Circulars, and to apprise itself of all rules and regulations set forth.
3. Access to Records. OEM, Oregon Secretary of State, Office of Inspector General (OIG), Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of the Subgrantee and any contractors or subcontractors of the Subgrantee, which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts. The right of access is not limited to the required retention period but shall last as long as the records are retained.
4. Audits. If the Subgrantee expends \$500,000 or more in Federal funds (from all sources) in its fiscal year, the Subgrantee shall have a single organization-wide audit conducted in accordance with the provisions of OMB Circular A-133. Copies of all audits must be submitted to OEM within 30 days of completion. If the Subgrantee expends less than \$500,000 in its fiscal year in Federal funds, the Subgrantee is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in Section II.G.3 herein.
5. Audit Costs. Audit costs for audits not required in accordance with OMB Circular A-133 are unallowable. If the Subgrantee did not expend \$500,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the grant.

H. Procurement Standards.

1. The Subgrantee shall follow the same policies and procedures used for procurement from its non-Federal funds. The Subgrantee shall use their own procurement procedures and regulations, provided that the procurement conforms to applicable Federal and State law and standards.
2. All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements in excess of \$100,000 must receive prior written approval from OEM in addition to any other approvals required by law applicable to the Subgrantee. Justification for sole-source procurement in excess of \$100,000 should include a description of the program and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
3. The Subgrantee shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (RFP) for a proposed

procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to OEM.

4. The Subgrantee agrees that, to the extent they use contractors or subcontractors, such recipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

I. Property/Equipment Management and Records Control, and Retention of Records.

1. Property/Equipment Management and Records Control. The Subgrantee agrees to comply with all requirements set forth in 44 CFR Part 13 for the active tracking and monitoring of property/equipment. Procedures for managing property/equipment, whether acquired in whole or in part with grant funds, until disposition takes place, will, at a minimum, meet the following requirements:
  - a. All property/equipment purchased under this agreement, whether by the Subgrantee or a subcontractor, will be recorded and maintained in the Subgrantee's property/equipment inventory system.
  - b. The Subgrantee shall maintain property/equipment records that include: a description of the property/equipment; the manufacturer's serial number, model number, or other identification number; the source of the property/equipment, including the Catalog of Federal Domestic Assistance (CFDA) number; who holds title; the acquisition date; the cost of the property/equipment and the percentage of Federal participation in the cost; the location, use and condition of the property/equipment; and any ultimate disposition data including the date of disposal and sale price of the property/equipment.
  - c. A physical inventory of the property/equipment must be taken and the results reconciled with the property/equipment records, at least once every two years.
  - d. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property/equipment. Any loss, damage, or theft shall be investigated.
  - e. Adequate maintenance procedures must be developed to keep the property/equipment in good condition.
  - f. If the Subgrantee is authorized to sell the property/equipment, proper sales procedures must be established to ensure the highest possible return.
  - g. The Subgrantee agrees that, when practicable, any property/equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security".
  - h. The Subgrantee shall pass on property/equipment management requirements that meet or exceed the requirements outlined above for all subcontractors, consultants, and the subgrantees who receive pass-through funding from this grant agreement.
2. Retention of Property/Equipment Records. Records for property/equipment shall be retained for a period of six years from the date of the disposition or replacement or transfer at the discretion of the awarding agency. Title to all property/equipment and supplies purchased with funds made available under the Homeland Security Grant Program shall vest in the Subgrantee agency that purchased the property/equipment, if it provides written certification to OEM that it will use the property/equipment for purposes consistent with the Homeland Security Grant Program.

J. Funding.

1. Matching Funds. This Grant does not require matching funds.
2. Allowable Costs. The Subgrantee agrees that all allocations and use of funds under this Agreement will be in accordance with the Fiscal Year 2010 Homeland Security Grant Program guidance and application kit.
3. Supplanting. The Subgrantee certifies that federal funds will not be used to supplant state or local funds, but will be used to increase the amount of funds that, in the absence of federal aid, would be made available to the Subgrantee to fund programs consistent with Homeland Security Grant Program – Urban Area Security Initiatives (UASI) guidelines.

K. Reports. Failure of the Subgrantee to submit the required program, financial, or audit reports, or to resolve program, financial, or audit issues may result in the suspension of grant payments and/or termination of the grant agreement.

1. Performance Reports.

The Subgrantee agrees to submit performance reports on its progress in meeting each of its agreed upon goals and objectives. The narrative reports will address specific information regarding the activities carried out under the FY 2010-Homeland Security Grant Program -- Urban Area Securities Initiative (UASI) and how they address identified project specific goals and objectives.

Reports are due to OEM by the end of each calendar year quarter.

Any Performance Report that is outstanding for more than one month past the due date may cause the suspension and/or termination of the grant. The Subgrantee must receive prior written approval from OEM to extend a performance report requirement past its due date.

2. Financial Reimbursement Reports.

a. In order to receive reimbursement, the Subgrantee agrees to submit a signed Request for Reimbursement (RFR) which includes supporting documentation for all grant expenditures. RFRs may be submitted monthly but no less frequently than quarterly during the term of the grant agreement. At a minimum, RFRs must be submitted no later than one month following the end of each calendar year quarter, and a final RFR must be submitted no later than one month following the end of the grant period.

b. Reimbursements for expenses will be withheld if performance reports are not submitted by the specified dates or are incomplete.

c. Reimbursement rates for travel expenses shall not exceed those allowed by the State of Oregon. Requests for reimbursement for travel must be supported with a detailed statement identifying the person who traveled, the purpose of the travel, the dates, times, and places of travel, and the actual expenses or authorized rates incurred.

d. Reimbursements will only be made for actual expenses incurred during the grant period. The Subgrantee agrees that no grant funds may be used for expenses incurred before February 15, 2011 or after December 31, 2012.

e. The Subgrantee shall be accountable for and shall repay any overpayment, audit disallowances or any other breach of grant that results in a debt owed to the Federal Government. OEM shall apply interest, penalties, and administrative costs to a delinquent debt owed by a debtor pursuant to the Federal Claims Collection Standards and OMB Circular A-129.

3. Audit Reports. The Subgrantee shall provide OEM copies of all audit reports pertaining to this Grant Agreement obtained by the Subgrantee, whether or not the audit is required by OMB Circular A-133.

L. Indemnification.

The Subgrantee shall, to the extent permitted by the Oregon Constitution and by the Oregon Tort Claims Act, defend, save, hold harmless, and indemnify the State of Oregon, OEM, and their officers, employees, agents, and members from all claims, suits and actions of whatsoever nature resulting from or arising out of the activities of the Subgrantee, its officers, employees, subcontractors, or agents under this grant.

The Subgrantee shall require any of its contractors or subcontractors to defend, save, hold harmless and indemnify the State of Oregon, OEM, and their officers, employees, agents, and members, from all claims, suits or actions of whatsoever nature resulting from or arising out of the activities of subcontractor under or pursuant to this grant.

The Subgrantee shall, if liability insurance is required of any of its contractors or subcontractors, also require such contractors or subcontractors to provide that the State of Oregon, OEM, and their officers, employees and members are Additional Insureds, but only with respect to the contractor's or subcontractor's services performed under this grant.

M. Copyright and Patents.

1. Copyright. If this agreement or any program funded by this agreement results in a copyright, OEM and the U.S. Department of Homeland Security reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and authorize others to use, for government purposes, the work or the copyright to any work developed under this agreement and any rights of copyright to which the Subgrantee, or its contractor or subcontractor, purchases ownership with grant support.
2. Patent. If this agreement or any program funded by this agreement results in the production of patentable items, patent rights, processes, or inventions, the Subgrantee or any of its contractors or subcontractors shall immediately notify OEM. OEM will provide the Subgrantee with further instruction on whether protection on the item will be sought and how the rights to the item will be allocated and administered in order to protect the public interest, in accordance with federal guidelines.

N. Governing Law; Venue; Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit, or proceeding (collectively, "Claim") between OEM (and/or any other agency or department of the State of Oregon) and the Subgrantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court for the State of Oregon; provided, however, if the Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. The Subgrantee, by execution of this agreement, hereby consents to the In Personam Jurisdiction of said courts, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

O. Notices. Except as otherwise expressly provided in this Section, any communications between the parties hereto or notice to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same by registered or certified mail, postage prepaid to the Subgrantee or OEM at the address or number set forth on page 1 of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this section. Any communication or notice so addressed and sent by registered or certified mail shall be deemed delivered upon receipt or refusal of receipt. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. The parties also may communicate by telephone, regular mail or other means, but such communications shall not be deemed Notices under this Section unless receipt by the other party is expressly acknowledged in writing by the receiving party.

P. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of OEM, the Subgrantee, and their respective successors and assigns, except that the Subgrantee may not assign or transfer its rights or obligations hereunder or any interest herein without the prior consent in writing of OEM.

Q. Survival. All provisions of this Agreement set forth in the following sections shall survive termination of this Agreement: Section II. G (Administrative Requirements, Retention and Access to Records, and Audits); Section II.H (Procurement Standards); Section II.I (Property/Equipment Management and Records Control, and Retention of Records); Section II.K (Reports); and Section II.L (Indemnification).

R. Severability. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

S. Relationship of Parties. The parties agree and acknowledge that their relationship is that of independent contracting parties and neither party hereto shall be deemed an agent, partner, joint venturer or related entity of the other by reason of this Agreement.

### III. Subgrantee Compliance and Certifications

- A. Debarment, Suspension, Ineligibility and Voluntary Exclusion. The Subgrantee certifies by accepting funds under this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from participation in this transaction by any Federal department or agency. (This certification is required by regulations published May 26, 1988, implementing Executive Order 12549, Debarment and Suspension, 44 CFR Part 17.) The Subgrantee shall establish procedures to provide for effective use and/or dissemination of the Excluded Parties List (<http://www.epls.gov/>) to assure that their contractors are not in violation of the nonprocurement debarment and suspension common rule.
- B. Standard Assurances and Certifications Regarding Lobbying. The Subgrantee is required to comply with 44 CFR Part 18, New Restrictions on Lobbying ([http://www.access.gpo.gov/nara/cfr/waisidx\\_07/44cfr18\\_07.html](http://www.access.gpo.gov/nara/cfr/waisidx_07/44cfr18_07.html)). The restrictions on lobbying are enforceable via large civil penalties, with civil fines between \$10,000 and \$100,000 per expenditure. The Subgrantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of GPD.
- C. Compliance with Applicable Law. The Subgrantee agrees to comply with all applicable laws, regulations, program guidance, and guidelines of the State of Oregon, the Federal Government and OEM in the performance of this agreement, including but not limited to:
1. Administrative Requirements set forth in 44 CFR Part 13; 2 CFR Part 215.
  2. Cost Principles set forth in 2 CFR Part 225; Part 230; and Federal Acquisition Regulation (FAR) Part 31.2.
  3. Audit Requirements set forth in OMB Circular A-133.
  4. The provisions set forth in 44 CFR Part 7; Part 9; Part 10; and Federal laws or regulations applicable to Federal assistance programs.
  5. The Freedom of Information Act (FOIA), 5. U.S.C. §552 with consideration of State and local laws and regulations regarding the release of information and regulations governing Sensitive Security Information (49 CFR Part 1520).
- D. Non-discrimination and Civil Rights Compliance, Equal Employment Opportunity Program, and Services to Limited English Proficient (LEP) Persons.
1. Non-discrimination and Civil Rights Compliance. The Subgrantee, and all its contractors and subcontractors, certifies that no person shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with any activity funded under this agreement on the basis of race, color, age, religion, national origin, disability, or gender. The Subgrantee, and all its contractors and subcontractors, assures compliance with all applicable nondiscrimination laws, including but not limited to:
    - a. Nondiscrimination Regulation 44 CFR Part 7;
    - b. Title II of the Americans with Disabilities Act (ADA) of 1990;In the event that a Federal or State court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, age, religion, national origin, disability or gender against the Subgrantee or any of its contractors or subcontractors, the Subgrantee or any of its contractors or subcontractors will forward a copy of the finding to OEM.
  2. Equal Employment Opportunity Program. The Subgrantee, and any of its contractors and subcontractors, certifies that an equal employment opportunity program will be in effect on or before the effective date of this agreement. The Subgrantee must maintain a current copy on file.
  3. Services to Limited English Proficient (LEP) Persons. National origin discrimination includes discrimination on the basis of limited English proficiency. Recipients of federal financial assistance have an obligation to reduce language barriers that can preclude meaningful access by LEP persons to important benefits, programs, information and services. For additional information, please see <http://www.lep.gov>.

**B. Environmental and Historic Preservation.**

1. The Subgrantee shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable environmental and historic preservation laws including but not limited to:
  - a. National Environmental Policy Act,
  - b. National Historic Preservation Act,
  - c. Endangered Species Act, and
  - d. Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).

Failure of the Subgrantee to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding.

2. The Subgrantee shall not undertake any project without prior EHP approval by FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures, and objects that are 50 years old or greater. The Subgrantee must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the Subgrantee must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the Subgrantee will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.
3. For any of the Subgrantee's or its contractors' or subcontractors' existing programs or activities that will be funded by these grant funds, the Subgrantee, upon specific request from the U.S. Department of Homeland Security, agrees to cooperate with the U.S. Department of Homeland Security in any preparation by the U.S. Department of Homeland Security of a national or program environmental assessment of that funded program or activity.

**F. Drug Free Workplace Requirements. The Subgrantee certifies that it will provide a drug-free workplace. There are two general requirements if you are a recipient other than an individual.**

1. You must make a good faith effort, on a continuing basis, to maintain a drug-free workplace. Briefly, those measures are to:
  - a. Publish a drug-free workplace statement and establish a drug-free awareness program for your employees (see 44 CFR Part 17.6); and
  - b. Take actions concerning employees who are convicted of violating drug statutes in the workplace.
2. You must identify all known workplaces under your Federal awards.

Additional information can be referenced at: [http://www.access.gpo.gov/nara/cfr/waisidx\\_08/44cfr1\\_08.html](http://www.access.gpo.gov/nara/cfr/waisidx_08/44cfr1_08.html).

**G. Classified National Security Information. No funding under this award shall be used to support a contract, subaward or other agreement for goods or services that will include access to classified national security information if the award recipient has not been approved for and has access to such information. Classified national security information as defined in Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.**

**H. Human Trafficking. The Subgrantee, employees, contractors and subrecipients under this award and their respective employees may not:**

1. Engage in severe forms of trafficking in persons during the period of the time the award is in effect;
2. Procure a commercial sex act during the period of time the award is in effect; or
3. Use forced labor in the performance of the award or subawards under the award.

The Subgrantee must inform OEM immediately of any information the Subgrantee receives from any source alleging a violation of any of the above prohibitions in this award term. OEM's right to terminate unilaterally is in addition to all other remedies under this award. The Subgrantee must include these requirements in any subaward made to public or private entities.

#### IV. Suspension or Termination of Funding

OEM may suspend funding in whole or in part, terminate funding, or impose another sanction on a Homeland Security Grant Program recipient for any of the following reasons:

- A. Failure to comply substantially with the requirements or statutory objectives of the Homeland Security Grant Program – Urban Area Securities Initiative guidelines issued thereunder, or other provisions of federal law.
- B. Failure to make satisfactory progress toward the goals and objectives set forth in the approved Project Justification(s).
- C. Failure to adhere to the requirements of the grant award and standard or special conditions.
- D. Proposing or implementing substantial plan changes to the extent that, if originally submitted, the application would not have been selected.
- E. Failing to comply substantially with any other applicable federal or state statute, regulation, or guideline. Before imposing sanctions, OEM will provide reasonable notice to the Subgrantee of its intent to impose sanctions and will attempt to resolve the problem informally.

#### V. Termination of Agreement

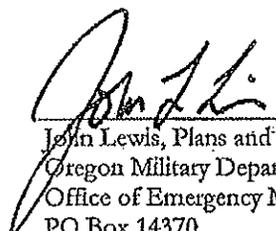
OEM may unilaterally terminate all or part of this Agreement or may reduce its scope of work if there is:

- A. A reduction in federal funds which are the basis for this Agreement.
- B. A material misrepresentation, error, or inaccuracy in Subgrantee's application.
- C. A change, modification or interpretation of State or Federal laws, regulations or guidelines that deprives OEM of authority to provide grant funds for the program or provide funds from the planned funding source.

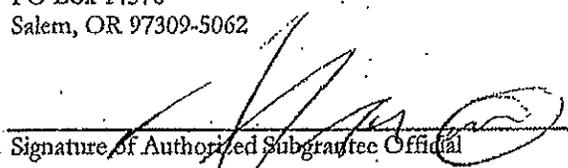
**VI. Subgrantee Representations and Warranties**

The Subgrantee represents and warrants to OEM as follows:

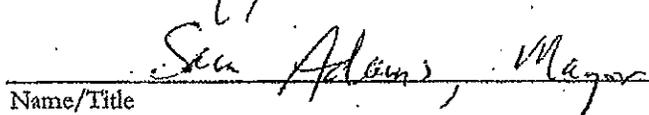
- A. Existence and Power. The Subgrantee is a political subdivision of the State of Oregon. The Subgrantee has full power and authority to transact the business in which it is engaged and full power, authority, and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.
- B. Authority, No Contravention. The making and performance by the Subgrantee of this Agreement (a) have been duly authorized by all necessary action of the Subgrantee, (b) do not and will not violate any provision of any applicable law, rule, or regulation or order of any court, regulatory commission, board or other administrative agency or any provision of the Subgrantee's articles of incorporation or bylaws and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which the Subgrantee is a party or by which the Subgrantee or any of its properties are bound or affected.
- C. Binding Obligation. This Agreement has been duly authorized, executed and delivered on behalf of the Subgrantee and constitutes the legal, valid, and binding obligation of the Subgrantee, enforceable in accordance with its terms.
- D. Approvals. No authorization, consent, license, approval of, filing or registration with, or notification to, any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by the Subgrantee of this Agreement.

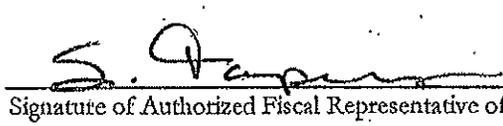
  
\_\_\_\_\_  
John Lewis, Plans and Training Section Director  
Oregon Military Department  
Office of Emergency Management  
PO Box 14370  
Salem, OR 97309-5062

11 APR 2011  
\_\_\_\_\_  
Date

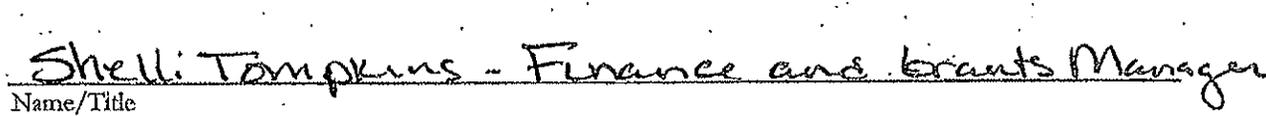
  
\_\_\_\_\_  
Signature of Authorized Subgrantee Official

3/17/11  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Name/Title

  
\_\_\_\_\_  
Signature of Authorized Fiscal Representative of Subgrantee Agency

3.10.11  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Name/Title

Approved for Legal Sufficiency:

Steven A. Wolf by email  
Assistant Attorney General

February 23, 2011  
\_\_\_\_\_  
Date

RESOLUTION NO. 5074-11

A RESOLUTION APPROVING AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN WASHINGTON COUNTY AND THE CITY OF TUALATIN FOR THE COORDINATION OF ACTIVITIES RELATED TO THE U.S. DEPARTMENT OF HOMELAND SECURITY'S URBAN AREAS SECURITY INITIATIVE (UASI) GRANT PROGRAM

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TUALATIN, OREGON, that:

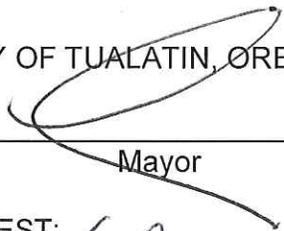
Section 1. The City Council approves and accepts the attached Intergovernmental Agreement between Washington County and the City of Tualatin for the coordination of activities related to the U.S. Department of Homeland Security's UASI Grant Program.

Section 2. The Mayor and the City Recorder are authorized and directed to execute the Intergovernmental Agreement on behalf of the City of Tualatin.

INTRODUCED AND ADOPTED this 14th day of November, 2011.

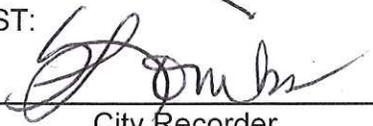
CITY OF TUALATIN, OREGON

BY

  
\_\_\_\_\_  
Mayor

ATTEST:

BY

  
\_\_\_\_\_  
City Recorder

APPROVED AS TO LEGAL FORM

  
\_\_\_\_\_  
CITY ATTORNEY

**OREGON MILITARY DEPARTMENT  
OFFICE OF EMERGENCY MANAGEMENT  
URBAN AREA SECURITY INITIATIVE GRANT PROGRAM –  
CFDA # 97.008**

**GRANT AWARD CONDITIONS AND CERTIFICATIONS**

<b>PROGRAM NAME:</b>	<b>Portland Urban Area Security Initiative (UASI) Program</b>	<b>GRANT NO:</b>	<b># 10-170</b>
<b>SUBGRANTEE:</b>	<b>City of Portland</b>	<b>FEDERAL AWARD:</b>	<b>\$6,874,736</b>
<b>ADDRESS:</b>	<b>Portland Office of Emergency Management (POEM) 1001 SW Fifth Ave, Suite 650 Portland, OR 97204</b>	<b>AWARD PERIOD:</b>	<b>2/15/11 thru 12/31/12</b>
<b>PROGRAM CONTACT:</b>	<b>Carmen Merlo carmen.merlo@portlandoregon.gov</b>	<b>TELEPHONE:</b>	<b>(503) 823-2691</b>
<b>FISCAL CONTACT:</b>	<b>Shelli Tompkins shellf.tompkins@portlandoregon.gov</b>	<b>TELEPHONE:</b>	<b>(503) 823-4187</b>

**BUDGET**

Equipment	
CBRNE Incident Response Vehicles	\$1,296,000
CBRNE Operational/Search and Rescue	\$725,472
Detection	\$60,000
Explosive Device Mitigation	\$40,000
Information Technology	\$1,339,141
Interoperable Communications	\$1,300,000
Medical	\$190,500
Other Authorized Equipment	\$42,750
Personal Protective Equipment	\$79,500
Physical Security Enhancement	\$110,000
Power	\$85,000
Exercises	\$66,000
Planning	\$1,192,158
Training (ODP-approved)	\$61,063
Administration	\$287,152
<b>Total</b>	<b>\$6,874,736</b>

**RECEIVED**

## GRANT AWARD AGREEMENT AND PROVISIONS

### I. Provisions of Award

- A. Agreement Parties. This Agreement is between the State of Oregon, acting by and through the Oregon Military Department, Office of Emergency Management (OEM) and the Subgrantee.
- B. Effective Date. This Agreement shall become effective on the date this Agreement has been fully executed by every party. Agreement termination shall not extinguish or prejudice OEM's right to enforce this Agreement with respect to any default by Subgrantee that has not been cured.
- C. Source of Funds. Payment for this Program will be from the Fiscal Year 2010 Urban Area Security Initiative Program.
- D. Merger Clause; Waiver. This Agreement and referenced documents constitute the entire Agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. No waiver, consent, modifications or change of terms of this agreement shall be binding unless agreed to in writing and signed by both the Subgrantee and OEM. Such waiver, consent, modification or change, if made shall be effective only in the specific instance and for the specific purpose given.
- E. Acknowledgment. The Subgrantee, by signature of its authorized representative, hereby acknowledges that he/she has read this agreement, understands it, and agrees to be bound by its terms and conditions (including all references to other documents). Failure to comply with this agreement and with applicable state and federal rules and guidelines may result in the withholding of reimbursement, the termination or suspension of the agreement, denial of future grants, and/or damages to OEM.

## TERMS AND CONDITIONS

### II. Conditions of Award

- A. The Subgrantee agrees to operate the program as described in the Portland Urban Area Homeland Security Strategy and to expend funds in accordance with the approved budget unless the Subgrantee receives prior written approval by OEM to modify the program or budget. OEM may withhold funds for any expenditure not within the approved budget or in excess of amounts approved by OEM. Failure of the Subgrantee to operate the program in accordance with the written agreed upon objectives contained in the grant application and budget will be grounds for immediate suspension and/or termination of the grant agreement.
- B. To ensure consistency among statewide planning efforts, the Subgrantee agrees to coordinate grant funded planning projects with OEM, to include assistance with the creation of a scope of work, review and approval of service providers, and overall project direction.
- C. The Subgrantee agrees that funds utilized to establish or enhance state and local fusion centers must support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines and achievement of a baseline level of capability as defined by the Fusion Capability Planning Tool.
- D. The Subgrantee agrees that all publications created with funding under this grant shall prominently contain the following statement: "This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."
- E. The Subgrantee agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.
- F. By accepting FY 2010 funds, the Subgrantee certifies that it has met NIMS compliance activities outlined in the NIMS Implementation Matrix for State, Tribal, or Local Jurisdictions. Additional information on achieving compliance is available through the NIMS Resource Center at <http://www.fema.gov/emergency/nims/>.

G. Administrative Requirements, Retention and Access to Records, and Audits.

1. Administrative Requirements. The Subgrantee agrees to comply with all financial management and procurement requirements, including competitive bid processes and other procurement requirements, and to maintain accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP) and financial, administrative, and audit requirements as set forth in the most recent versions of the Code of Federal Regulations (CFR) and the Office of Management and Budget (OMB) Circulars. A nonexclusive list of regulations commonly applicable to DHS grants includes:
  - a. Administrative Requirements. 44 CFR Part 13 (State and Local Governments) and 2 CFR Part 215 (Non-Profit Organizations).
  - b. Cost Principles. 2 CFR Part 225 (State, Local, and Tribal Governments); Part 230 (Non-Profit Organizations); and Federal Acquisition Regulations (FAR) Part 31.2 (Contracts with Commercial Organizations).
  - c. Audit Requirements. OMB Circular A-133.
2. Retention of Records. All financial records, supporting documentation, and all other records pertinent to this grant or agreements under this grant shall be retained by the Subgrantee for a minimum of six years following termination, completion or expiration of this Agreement for purposes of State of Oregon or Federal examination and audit. It is the responsibility of the Subgrantee to obtain a copy of 44 CFR Part 13 and all applicable OMB Circulars, and to apprise itself of all rules and regulations set forth.
3. Access to Records. OEM, Oregon Secretary of State, Office of Inspector General (OIG), Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of the Subgrantee and any contractors or subcontractors of the Subgrantee, which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts. The right of access is not limited to the required retention period but shall last as long as the records are retained.
4. Audits. If the Subgrantee expends \$500,000 or more in Federal funds (from all sources) in its fiscal year, the Subgrantee shall have a single organization-wide audit conducted in accordance with the provisions of OMB Circular A-133. Copies of all audits must be submitted to OEM within 30 days of completion. If the Subgrantee expends less than \$500,000 in its fiscal year in Federal funds, the Subgrantee is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in Section II.G.3 herein.
5. Audit Costs. Audit costs for audits not required in accordance with OMB Circular A-133 are unallowable. If the Subgrantee did not expend \$500,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the grant.

H. Procurement Standards.

1. The Subgrantee shall follow the same policies and procedures used for procurement from its non-Federal funds. The Subgrantee shall use their own procurement procedures and regulations, provided that the procurement conforms to applicable Federal and State law and standards.
2. All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements in excess of \$100,000 must receive prior written approval from OEM in addition to any other approvals required by law applicable to the Subgrantee. Justification for sole-source procurement in excess of \$100,000 should include a description of the program and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
3. The Subgrantee shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (RFP) for a proposed

procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to OEM.

4. The Subgrantee agrees that, to the extent they use contractors or subcontractors, such recipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

I. Property/Equipment Management and Records Control, and Retention of Records.

1. Property/Equipment Management and Records Control. The Subgrantee agrees to comply with all requirements set forth in 44 CFR Part 13 for the active tracking and monitoring of property/equipment. Procedures for managing property/equipment, whether acquired in whole or in part with grant funds, until disposition takes place, will, at a minimum, meet the following requirements:
  - a. All property/equipment purchased under this agreement, whether by the Subgrantee or a subcontractor, will be recorded and maintained in the Subgrantee's property/equipment inventory system.
  - b. The Subgrantee shall maintain property/equipment records that include: a description of the property/equipment; the manufacturer's serial number, model number, or other identification number; the source of the property/equipment, including the Catalog of Federal Domestic Assistance (CFDA) number; who holds title; the acquisition date; the cost of the property/equipment and the percentage of Federal participation in the cost; the location, use and condition of the property/equipment; and any ultimate disposition data including the date of disposal and sale price of the property/equipment.
  - c. A physical inventory of the property/equipment must be taken and the results reconciled with the property/equipment records, at least once every two years.
  - d. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property/equipment. Any loss, damage, or theft shall be investigated.
  - e. Adequate maintenance procedures must be developed to keep the property/equipment in good condition.
  - f. If the Subgrantee is authorized to sell the property/equipment, proper sales procedures must be established to ensure the highest possible return.
  - g. The Subgrantee agrees that, when practicable, any property/equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security".
  - h. The Subgrantee shall pass on property/equipment management requirements that meet or exceed the requirements outlined above for all subcontractors, consultants, and the subgrantees who receive pass-through funding from this grant agreement.
2. Retention of Property/Equipment Records. Records for property/equipment shall be retained for a period of six years from the date of the disposition or replacement or transfer at the discretion of the awarding agency. Title to all property/equipment and supplies purchased with funds made available under the Homeland Security Grant Program shall vest in the Subgrantee agency that purchased the property/equipment, if it provides written certification to OEM that it will use the property/equipment for purposes consistent with the Homeland Security Grant Program.

J. Funding.

1. Matching Funds. **This Grant does not require matching funds.**
2. Allowable Costs. The Subgrantee agrees that all allocations and use of funds under this Agreement will be in accordance with the Fiscal Year 2010 Homeland Security Grant Program guidance and application kit.
3. Supplanting. The Subgrantee certifies that federal funds will not be used to supplant state or local funds, but will be used to increase the amount of funds that, in the absence of federal aid, would be made available to the Subgrantee to fund programs consistent with Homeland Security Grant Program – Urban Area Security Initiatives (UASI) guidelines.

K. Reports. Failure of the Subgrantee to submit the required program, financial, or audit reports, or to resolve program, financial, or audit issues may result in the suspension of grant payments and/or termination of the grant agreement.

1. Performance Reports.

The Subgrantee agrees to submit performance reports on its progress in meeting each of its agreed upon goals and objectives. The narrative reports will address specific information regarding the activities carried out under the FY 2010 Homeland Security Grant Program – Urban Area Securities Initiative (UASI) and how they address identified project specific goals and objectives.

Reports are due to OEM by the end of each calendar year quarter.

Any Performance Report that is outstanding for more than one month past the due date may cause the suspension and/or termination of the grant. The Subgrantee must receive prior written approval from OEM to extend a performance report requirement past its due date.

2. Financial Reimbursement Reports.

a. In order to receive reimbursement, the Subgrantee agrees to submit a signed Request for Reimbursement (RFR) which includes supporting documentation for all grant expenditures. RFRs may be submitted monthly but no less frequently than quarterly during the term of the grant agreement. At a minimum, RFRs must be submitted no later than one month following the end of each calendar year quarter, and a final RFR must be submitted no later than one month following the end of the grant period.

b. Reimbursements for expenses will be withheld if performance reports are not submitted by the specified dates or are incomplete.

c. Reimbursement rates for travel expenses shall not exceed those allowed by the State of Oregon. Requests for reimbursement for travel must be supported with a detailed statement identifying the person who traveled, the purpose of the travel, the dates, times, and places of travel, and the actual expenses or authorized rates incurred.

d. Reimbursements will only be made for actual expenses incurred during the grant period. The Subgrantee agrees that no grant funds may be used for expenses incurred before February 15, 2011 or after December 31, 2012.

e. The Subgrantee shall be accountable for and shall repay any overpayment, audit disallowances or any other breach of grant that results in a debt owed to the Federal Government. OEM shall apply interest, penalties, and administrative costs to a delinquent debt owed by a debtor pursuant to the Federal Claims Collection Standards and OMB Circular A-129.

3. Audit Reports. The Subgrantee shall provide OEM copies of all audit reports pertaining to this Grant Agreement obtained by the Subgrantee, whether or not the audit is required by OMB Circular A-133.

L. Indemnification.

The Subgrantee shall, to the extent permitted by the Oregon Constitution and by the Oregon Tort Claims Act, defend, save, hold harmless, and indemnify the State of Oregon, OEM, and their officers, employees, agents, and members from all claims, suits and actions of whatsoever nature resulting from or arising out of the activities of the Subgrantee, its officers, employees, subcontractors, or agents under this grant.

The Subgrantee shall require any of its contractors or subcontractors to defend, save, hold harmless and indemnify the State of Oregon, OEM, and their officers, employees, agents, and members, from all claims, suits or actions of whatsoever nature resulting from or arising out of the activities of subcontractor under or pursuant to this grant.

The Subgrantee shall, if liability insurance is required of any of its contractors or subcontractors, also require such contractors or subcontractors to provide that the State of Oregon, OEM, and their officers, employees and members are Additional Insureds, but only with respect to the contractor's or subcontractor's services performed under this grant.

M. Copyright and Patents.

1. Copyright. If this agreement or any program funded by this agreement results in a copyright, OEM and the U.S. Department of Homeland Security reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and authorize others to use, for government purposes, the work or the copyright to any work developed under this agreement and any rights of copyright to which the Subgrantee, or its contractor or subcontractor, purchases ownership with grant support.
2. Patent. If this agreement or any program funded by this agreement results in the production of patentable items, patent rights, processes, or inventions, the Subgrantee or any of its contractors or subcontractors shall immediately notify OEM. OEM will provide the Subgrantee with further instruction on whether protection on the item will be sought and how the rights to the item will be allocated and administered in order to protect the public interest, in accordance with federal guidelines.

N. Governing Law; Venue; Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit, or proceeding (collectively, "Claim") between OEM (and/or any other agency or department of the State of Oregon) and the Subgrantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court for the State of Oregon; provided, however, if the Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. The Subgrantee, by execution of this agreement, hereby consents to the **In Personam Jurisdiction** of said courts, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

O. Notices. Except as otherwise expressly provided in this Section, any communications between the parties hereto or notice to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same by registered or certified mail, postage prepaid to the Subgrantee or OEM at the address or number set forth on page 1 of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this section. Any communication or notice so addressed and sent by registered or certified mail shall be deemed delivered upon receipt or refusal of receipt. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. The parties also may communicate by telephone, regular mail or other means, but such communications shall not be deemed Notices under this Section unless receipt by the other party is expressly acknowledged in writing by the receiving party.

P. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of OEM, the Subgrantee, and their respective successors and assigns, except that the Subgrantee may not assign or transfer its rights or obligations hereunder or any interest herein without the prior consent in writing of OEM.

Q. Survival. All provisions of this Agreement set forth in the following sections shall survive termination of this Agreement: Section II.G (Administrative Requirements, Retention and Access to Records, and Audits); Section II.H (Procurement Standards); Section II.I (Property/Equipment Management and Records Control, and Retention of Records); Section II.K (Reports); and Section II.L (Indemnification).

R. Severability. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

S. Relationship of Parties. The parties agree and acknowledge that their relationship is that of independent contracting parties and neither party hereto shall be deemed an agent, partner, joint venturer or related entity of the other by reason of this Agreement.

### III. Subgrantee Compliance and Certifications

- A. Debarment, Suspension, Ineligibility and Voluntary Exclusion. The Subgrantee certifies by accepting funds under this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from participation in this transaction by any Federal department or agency. (This certification is required by regulations published May 26, 1988, implementing Executive Order 12549, Debarment and Suspension, 44 CFR Part 17.) The Subgrantee shall establish procedures to provide for effective use and/or dissemination of the Excluded Parties List (<http://www.epls.gov/>) to assure that their contractors are not in violation of the nonprocurement debarment and suspension common rule.
- B. Standard Assurances and Certifications Regarding Lobbying. The Subgrantee is required to comply with 44 CFR Part 18, New Restrictions on Lobbying ([http://www.access.gpo.gov/nara/cfr/waisidx\\_07/44cfr18\\_07.html](http://www.access.gpo.gov/nara/cfr/waisidx_07/44cfr18_07.html)). The restrictions on lobbying are enforceable via large civil penalties, with civil fines between \$10,000 and \$100,000 per expenditure. The Subgrantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of GPD.
- C. Compliance with Applicable Law. The Subgrantee agrees to comply with all applicable laws, regulations, program guidance, and guidelines of the State of Oregon, the Federal Government and OEM in the performance of this agreement, including but not limited to:
1. Administrative Requirements set forth in 44 CFR Part 13; 2 CFR Part 215.
  2. Cost Principles set forth in 2 CFR Part 225; Part 230; and Federal Acquisition Regulation (FAR) Part 31.2.
  3. Audit Requirements set forth in OMB Circular A-133.
  4. The provisions set forth in 44 CFR Part 7; Part 9; Part 10; and Federal laws or regulations applicable to Federal assistance programs.
  5. The Freedom of Information Act (FOIA), 5 U.S.C. §552 with consideration of State and local laws and regulations regarding the release of information and regulations governing Sensitive Security Information (49 CFR Part 1520).
- D. Non-discrimination and Civil Rights Compliance, Equal Employment Opportunity Program, and Services to Limited English Proficient (LEP) Persons.
1. Non-discrimination and Civil Rights Compliance. The Subgrantee, and all its contractors and subcontractors, certifies that no person shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with any activity funded under this agreement on the basis of race, color, age, religion, national origin, disability, or gender. The Subgrantee, and all its contractors and subcontractors, assures compliance with all applicable nondiscrimination laws, including but not limited to:
    - a. Nondiscrimination Regulation 44 CFR Part 7;
    - b. Title II of the Americans with Disabilities Act (ADA) of 1990;In the event that a Federal or State court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, age, religion, national origin, disability or gender against the Subgrantee or any of its contractors or subcontractors, the Subgrantee or any of its contractors or subcontractors will forward a copy of the finding to OEM.
  2. Equal Employment Opportunity Program. The Subgrantee, and any of its contractors and subcontractors, certifies that an equal employment opportunity program will be in effect on or before the effective date of this agreement. The Subgrantee must maintain a current copy on file.
  3. Services to Limited English Proficient (LEP) Persons. National origin discrimination includes discrimination on the basis of limited English proficiency. Recipients of federal financial assistance have an obligation to reduce language barriers that can preclude meaningful access by LEP persons to important benefits, programs, information and services. For additional information, please see <http://www.lep.gov>.

E. Environmental and Historic Preservation.

1. The Subgrantee shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable environmental and historic preservation laws including but not limited to:
  - a. National Environmental Policy Act,
  - b. National Historic Preservation Act,
  - c. Endangered Species Act, and
  - d. Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).

Failure of the Subgrantee to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding.

2. The Subgrantee shall not undertake any project without prior EHP approval by FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures, and objects that are 50 years old or greater. The Subgrantee must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the Subgrantee must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the Subgrantee will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.
3. For any of the Subgrantee's or its contractors' or subcontractors' existing programs or activities that will be funded by these grant funds, the Subgrantee, upon specific request from the U.S. Department of Homeland Security, agrees to cooperate with the U.S. Department of Homeland Security in any preparation by the U.S. Department of Homeland Security of a national or program environmental assessment of that funded program or activity.

F. Drug Free Workplace Requirements. The Subgrantee certifies that it will provide a drug-free workplace. There are two general requirements if you are a recipient other than an individual.

1. You must make a good faith effort, on a continuing basis, to maintain a drug-free workplace. Briefly, those measures are to:
  - a. Publish a drug-free workplace statement and establish a drug-free awareness program for your employees (see 44 CFR Part 17.6); and
  - b. Take actions concerning employees who are convicted of violating drug statutes in the workplace.
2. You must identify all known workplaces under your Federal awards.

Additional information can be referenced at: [http://www.access.gpo.gov/nara/cfr/waisidx\\_08/44cfrv1\\_08.html](http://www.access.gpo.gov/nara/cfr/waisidx_08/44cfrv1_08.html).

G. Classified National Security Information. No funding under this award shall be used to support a contract, subaward or other agreement for goods or services that will include access to classified national security information if the award recipient has not been approved for and has access to such information. Classified national security information as defined in Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.

H. Human Trafficking. The Subgrantee, employees, contractors and subrecipients under this award and their respective employees may not:

1. Engage in severe forms of trafficking in persons during the period of the time the award is in effect;
2. Procure a commercial sex act during the period of time the award is in effect; or
3. Use forced labor in the performance of the award or subawards under the award.

The Subgrantee must inform OEM immediately of any information the Subgrantee receives from any source alleging a violation of any of the above prohibitions in this award term. OEM's right to terminate unilaterally is in addition to all other remedies under this award. The Subgrantee must include these requirements in any subaward made to public or private entities.

#### IV. Suspension or Termination of Funding

OEM may suspend funding in whole or in part, terminate funding, or impose another sanction on a Homeland Security Grant Program recipient for any of the following reasons:

- A. Failure to comply substantially with the requirements or statutory objectives of the Homeland Security Grant Program – Urban Area Securities Initiative guidelines issued thereunder, or other provisions of federal law.
- B. Failure to make satisfactory progress toward the goals and objectives set forth in the approved Project Justification(s).
- C. Failure to adhere to the requirements of the grant award and standard or special conditions.
- D. Proposing or implementing substantial plan changes to the extent that, if originally submitted, the application would not have been selected.
- E. Failing to comply substantially with any other applicable federal or state statute, regulation, or guideline. Before imposing sanctions, OEM will provide reasonable notice to the Subgrantee of its intent to impose sanctions and will attempt to resolve the problem informally.

#### V. Termination of Agreement

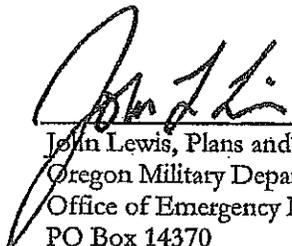
OEM may unilaterally terminate all or part of this Agreement or may reduce its scope of work if there is:

- A. A reduction in federal funds which are the basis for this Agreement.
- B. A material misrepresentation, error, or inaccuracy in Subgrantee's application.
- C. A change, modification or interpretation of State or Federal laws, regulations or guidelines that deprives OEM of authority to provide grant funds for the program or provide funds from the planned funding source.

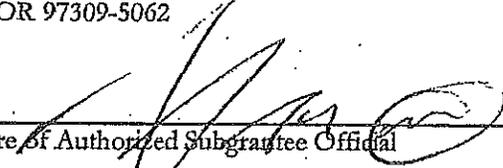
**VI. Subgrantee Representations and Warranties**

The Subgrantee represents and warrants to OEM as follows:

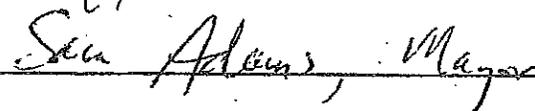
- A. Existence and Power. The Subgrantee is a political subdivision of the State of Oregon. The Subgrantee has full power and authority to transact the business in which it is engaged and full power, authority, and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.
- B. Authority, No Contravention. The making and performance by the Subgrantee of this Agreement (a) have been duly authorized by all necessary action of the Subgrantee, (b) do not and will not violate any provision of any applicable law, rule, or regulation or order of any court, regulatory commission, board or other administrative agency or any provision of the Subgrantee's articles of incorporation or bylaws and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which the Subgrantee is a party or by which the Subgrantee or any of its properties are bound or affected.
- C. Binding Obligation. This Agreement has been duly authorized, executed and delivered on behalf of the Subgrantee and constitutes the legal, valid, and binding obligation of the Subgrantee, enforceable in accordance with its terms.
- D. Approvals. No authorization, consent, license, approval of, filing or registration with, or notification to, any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by the Subgrantee of this Agreement.

  
\_\_\_\_\_  
John Lewis, Plans and Training Section Director  
Oregon Military Department  
Office of Emergency Management  
PO Box 14370  
Salem, OR 97309-5062

MAY 2011  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature of Authorized Subgrantee Official

3/6/11  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Name/Title

  
\_\_\_\_\_  
Signature of Authorized Fiscal Representative of Subgrantee Agency

3.10.11  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Name/Title

Approved for Legal Sufficiency:  
\_\_\_\_\_  
Steven A. Wolf by email  
Assistant Attorney General

February 23, 2011  
\_\_\_\_\_  
Date

**INTERGOVERNMENTAL AGREEMENT**

**Between**

**WASHINGTON COUNTY, OREGON**

**and**

**THE CITY OF TUALATIN, OREGON**

THIS IS an intergovernmental agreement (Agreement) between Washington County (County) and the city of Tualatin (City) entered into pursuant to the authority granted in Oregon Revised Statutes (ORS) Chapter 190 for the coordination of activities related to use of the United States Department of Homeland Security's Urban Areas Security Initiative (UASI) grant program funds for addressing the unique planning, organization, equipment, training, and exercise needs of high-threat, high-density urban areas to assist in building an enhanced and sustainable capacity to prevent, protect against, respond to, and recover from acts of terrorism.

**Recitals**

WHEREAS, the United States Department of Homeland Security, Federal Emergency Management Agency (FEMA) Grant Programs Directorate, provided UASI grant funding in the amount of \$7,178,800 in Fiscal Year 2010 to the state of Oregon (State) for distribution to the Portland Urban Area (PUA); and

WHEREAS, the State awarded UASI Grant #10-170 (CFDA #97.008) to the city of Portland, Office of Emergency Management (POEM), as subgrantee, for Fiscal Year 2010 in the amount of \$6,874,736, a copy of which is attached to this Agreement and incorporated herein as Exhibit A; and

WHEREAS, UASI Grant #10-170 is intended to increase the capabilities of the PUA, which includes jurisdictions, agencies, and organizations in Multnomah, Clackamas, Columbia, and Washington counties in Oregon and Clark County in Washington, to prevent, protect against, respond to, and recover from threats and acts of terrorism; and

WHEREAS, a list of equipment, supplies, professional services, training, and exercises to be funded by the grant has been developed through the application process and coordination with the State; and

WHEREAS, POEM, as Grant Administrator, is required to oversee and coordinate the expenditure of the UASI grant funds and has developed procedures to guide the procurement, delivery, and reimbursement processes; and

WHEREAS, POEM, as Grant Administrator, is required to make periodic reports to the State regarding the expenditure of the UASI grant funds and has developed procedures to coordinate the collection and submission of information and documents needed to support the reporting process; and

WHEREAS, the city of Portland and all other PUA jurisdictions, agencies, and organizations that receive direct benefit from UASI grant purchases are required to comply with all terms of the UASI Grant # 10-170 award including, but not limited to, obligations regarding reporting, access to records, financial tracking and procurement, and supplanting of funds; and

WHEREAS, the city of Portland has entered into an agreement with Washington County to secure the County's commitment to follow the city of Portland-developed procurement, delivery, reimbursement, and reporting procedures, to ensure its compliance with all terms of the grant, and to obligate it to coordinate with and obtain similar assurances from directly benefiting jurisdictions, agencies, and organizations within the County.

NOW, THEREFORE, the parties agree as follows:

1. **The County agrees:**

To coordinate grant-related procurement, reimbursement, and reporting activities with directly benefiting jurisdictions, agencies, and organizations in the County consistent with the processes developed by the city of Portland to manage those activities.

2. **The City agrees:**

a) That it has read the award conditions and certifications for UASI Grant #10-170, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to the city of Portland, as grantee, under those grant documents.

b) To comply with all city of Portland and State financial management and procurement requirements, including competitive bid processes, and to maintain accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP) and financial, administrative, and audit requirements as set forth in the most recent versions of the Code of Federal Regulations (CFR) and Office of Management and Budget (OMB) circulars. A nonexclusive list of regulations commonly applicable to DHS grants includes:

i. Administrative Requirements: 44 CFR Part 13 (State and Local Governments) and 2 CFR Part 215 (Non-Profit Organizations).

- ii. Cost Principles: 2 CFR Part 225 (State, Local, and Tribal Governments); Part 230 (Non-Profit Organizations); and Federal Acquisition Regulations (FAR) Part 31.2 (Contracts with Commercial Organizations).
  - iii. Audit Requirements: OMB Circular A-133.
- c) That all equipment, supplies, and services provided by the city of Portland are as described in the approved grant budget documents, which the City has seen.
  - d) That it will not deviate from the items listed in the approved grant budget documents without first securing written authority from the city of Portland.
  - e) To comply with all property and equipment tracking and monitoring processes required by the grants, this Agreement, the city of Portland, and the State.
  - f) To treat all single items of equipment valued over \$5,000 as fixed assets and to provide the city of Portland with a list of such equipment. The list should include, but is not limited to, dates of purchase, equipment description, serial numbers, and locations where the equipment is housed or stored. All requirements for the tracking and monitoring of fixed assets are set forth in 44 CFR Part 13.
  - g) To maintain and store all equipment and supplies, provided or purchased, in a manner that will best prolong its life and keep it in good working order at all times.
  - h) That regardless of how it is procured, all equipment and supplies purchased shall be owned by the City until proper disposition takes place. The City shall be responsible for inventory tracking, maintenance, and storage while in possession of such equipment and supplies.
  - i) That any request or invoice it submits for reimbursement of costs is consistent with the items identified in the approved grant budget documents.
  - j) That it understands and accepts full financial responsibility and may not be reimbursed for costs incurred which have not been approved by the city of Portland, State, and the U.S. Department of Homeland Security, FEMA Grant Programs Directorate.
  - k) That all publications created with funding under this grant shall prominently contain the following statement: "This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."

- l) That all financial records and supporting documentation, and all other records pertinent to this grant or agreements under this grant, shall be retained for a minimum of six years following termination, completion, or expiration of this Agreement for purposes of city of Portland, State, or federal examination and audit.
- m) To obtain a copy of 44 CFR Part 13 and all applicable OMB circulars, and to apprise itself of all rules and regulations set forth.
- n) Not to supplant its local funds with federal and to, instead, use the federal funds to increase the amount of funds that, in the absence of federal aid, would be made available to fund programs within the UASI grant program guidelines.
- o) To list the city of Portland as a party to be held harmless and, subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, indemnified by the City and any contractor or subcontractor thereof, for any injury to person or property arising out of the equipment, supplies, or services provided under this Agreement, and as a party to whom a listed duty is due.
- p) To comply with National Incident Management System (NIMS) objectives identified as requirements by the State.
- q) To comply with all applicable federal, state, and local environmental and historic preservation (EHP) requirements and provide information requested to ensure compliance with applicable laws.
- r) To provide timely compliance with all reporting obligations required by the grant's terms and the city of Portland.
- s) To provide the city of Portland with Performance Reports, Financial Reimbursement Reports, and Audit Reports when required by the city of Portland and in the form required by the city of Portland.
  - i. Performance Reports are due to POEM biannually on June 15th and December 15th during the term of the grant agreement. Late Performance Reports could result in the suspension and/or termination of the grant.
  - ii. Financial Reimbursement Reports are due no less frequently than quarterly during the term of the grant agreement. Late Financial Reimbursement Reports could result in the suspension and/or termination of the grant.

- iii. Per UASI Grant #10-170, Section K.2.b., reimbursement for expenses may be withheld if performance reports are not submitted by the specified dates or are incomplete.
- t) To follow the travel expense and per diem guidelines set forth by the U.S. General Services Administration (GSA) as well as the guidelines of the city of Portland and State. Per UASI Grant #10-170, Section K.2.c., reimbursements rates for travel expenses shall not exceed those allowed by the State. Requests for reimbursement for travel must be supported with a detailed statement identifying the person who traveled, the purpose of the travel, the dates, times, and places of travel, and the actual expense or authorized rates incurred.

GSA per diem rates can be found on the GSA website:  
<http://www.gsa.gov/portal/category/21287>.

The city of Portland's guidelines can be found on the Office of the City Auditor's website:

BCP-FIN-6.13 Travel:

<http://www.portlandonline.com/auditor/index.cfm?&c=34747&a=160271>

BCP-FIN-6.14 Non-travel Meals, Light Refreshments and Related  
Miscellaneous Expenses:

<http://www.portlandonline.com/auditor/index.cfm?&a=160283&c=34747>

- u) To comply with all of its obligations under this Agreement and any applicable, incorporated document or documents.
3. **Effective Date and Duration.** This Agreement shall be effective from the date both parties have signed and shall be terminated on December 31, 2012 unless otherwise extended by the parties in writing or terminated due to failure of one of the Parties to perform.
  4. **Amendment.** This Agreement may be modified or amended only by the written agreement of both parties but must remain consistent with the requirements of the UASI program grant, the agreement between the State and the city of Portland, and the city of Portland's UASI grant agreement with the County.
  5. **Termination.** Either party may terminate this Agreement in the event the other fails to comply with its obligations under the Agreement. If the Agreement is terminated due to the City's failure or inability to comply with the provisions of the grant or the Agreement, the City will be liable to the city of Portland for the full cost of any equipment, materials, or services provided by the city of Portland to the City, and any penalties imposed by the State or Federal Government. Each party will notify the other, in writing, of its intention to terminate this Agreement and the reasons therefore. The other party shall have fourteen days, or such other time as the parties may agree, from the date of the notice in which to correct or otherwise address the compliance failure which is the subject of the notice.

6. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State, without regard to principles of conflicts of law. Any claim, action, suit or proceeding that arises from or relates to this Agreement shall be brought and conducted exclusively within the Circuit Court of Washington County for the state of Oregon. In the event a claim is brought in a federal forum, then it shall be brought and conducted solely and exclusively in the United States District Court for the District of Oregon.
7. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute one and the same instrument.
8. **Survival.** The terms, conditions, representations, and all warranties in this Agreement shall survive the termination or expiration of this Agreement.
9. **Force Majeure.** Neither party shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond reasonable control. Each party shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligations under this Agreement.
10. **Indemnification.**
  - a) Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, the City shall indemnify, defend and hold harmless the County, its commissioners, employees and agents from and against any and all liability, claims, damages, losses, and expenses, including but not limited to reasonable attorneys fees arising out of or resulting from the acts of the City, its officers, employees, and agents in the performance of this Agreement.
  - b) Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, the County shall indemnify, defend and hold harmless the City from and against all liability, loss and costs arising out of or resulting from the acts of the County, its officers, employees, and agents in the performance of this Agreement.
11. **Third Party Beneficiaries.** The County and the City are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, or is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such persons are individually identified by name herein.
12. **Successors in Interest.** The terms of this Agreement shall be binding upon the successors and assigns of each party hereto.

13. **Entire Agreement.** The parties agree and acknowledge that this Agreement is a complete, integrated agreement that supersedes any prior understandings related to implementation of the FY-10 UASI program grant and that it is the entire agreement between them relative to that grant.
14. **Worker's Compensation.** Each party shall be responsible for providing worker's compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers (contractors with one or more employees, unless exempt under ORS 656.027). Neither party shall be required to provide or show proof of any other insurance coverage.
15. **Nondiscrimination.** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.
16. **Access to Records.** Each party shall maintain, and shall have access to the books, documents, papers, and other records of the other party which are related to this Agreement for the purpose of making audit, examination, excerpts, and transcripts. Copies of applicable records shall be made available upon request. Access to records for Oregon Emergency Management (OEM), the Oregon Secretary of State, the Office of the Comptroller, the General Accounting Office (GAO), or any of their authorized representatives, shall not be limited to the required retention period but shall last as long as records are retained.
17. **Subcontracts and Assignment.** Neither party will subcontract or assign any part of this Agreement without the prior written consent of the other party. Notwithstanding County approval of a subcontractor, the City shall remain obligated for full performance hereunder, and the County shall incur no obligation other than its obligations to the City hereunder.

Washington County

*Andy Darr*

Date 9-6-11

APPROVED AS TO FORM

*Ken D. Diller*

Date 8/12/11

Attorney

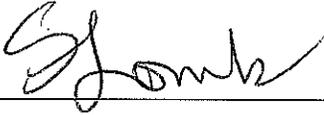
APPROVED WASHINGTON COUNTY  
BOARD OF COMMISSIONERS

MINUTE ORDER # 11-240

DATE 9-6-11

BY *Barbara Hightmanek*  
CLERK OF THE BOARD

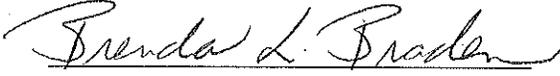
**City of Tualatin**



City Manager, Sherilyn Lombos

Date 11-14-2011

APPROVED AS TO FORM



Attorney

Date 11-14-2011



## STAFF REPORT

### CITY OF TUALATIN

**TO:** Honorable Mayor and Members of the City Council

**THROUGH:** Sherilyn Lombos, City Manager

**FROM:** Maureen Smith, Executive Assistant

**DATE:** 11/14/2011

**SUBJECT:** Approval of a New Liquor License Application for El Sol Latino

---

#### ISSUE BEFORE THE COUNCIL:

The issue before the Council is to approve a new liquor license application for El Sol Latino.

#### RECOMMENDATION:

Staff respectfully recommends that the Council approve endorsement of the liquor license application for El Sol Latino.

#### EXECUTIVE SUMMARY:

El Sol Latino has submitted a new liquor license application under the category of Off-Premises Sales, which allows the sale of malt beverages, wine and cider in factory sealed containers for consumption off the licensed premises and allows approved licensees to offer sample tasting of malt beverages, wine and cider. The business is located at 7995 SW Nyberg Road. The application is in accordance with provisions of Ordinance No. 680-85 which established a procedure for review of liquor licenses by the Council.

Ordinance No. 680-85 establishes procedures for liquor license applicants. Applicants are required to fill out a City application form, from which a review by the Police Department is conducted, according to standards and criteria established in Section 6 of the ordinance. The Police Department has reviewed the new liquor license application and recommended approval.

According to the provisions of Section 5 of Ordinance No. 680-85 a member of the Council or the public may request a public hearing on any of the liquor license requests. If such a public hearing request is made, a hearing will be scheduled and held on the license. It is important that any request for such a hearing include reasons for said hearing.

#### FINANCIAL IMPLICATIONS:

A fee has been paid by the applicant.

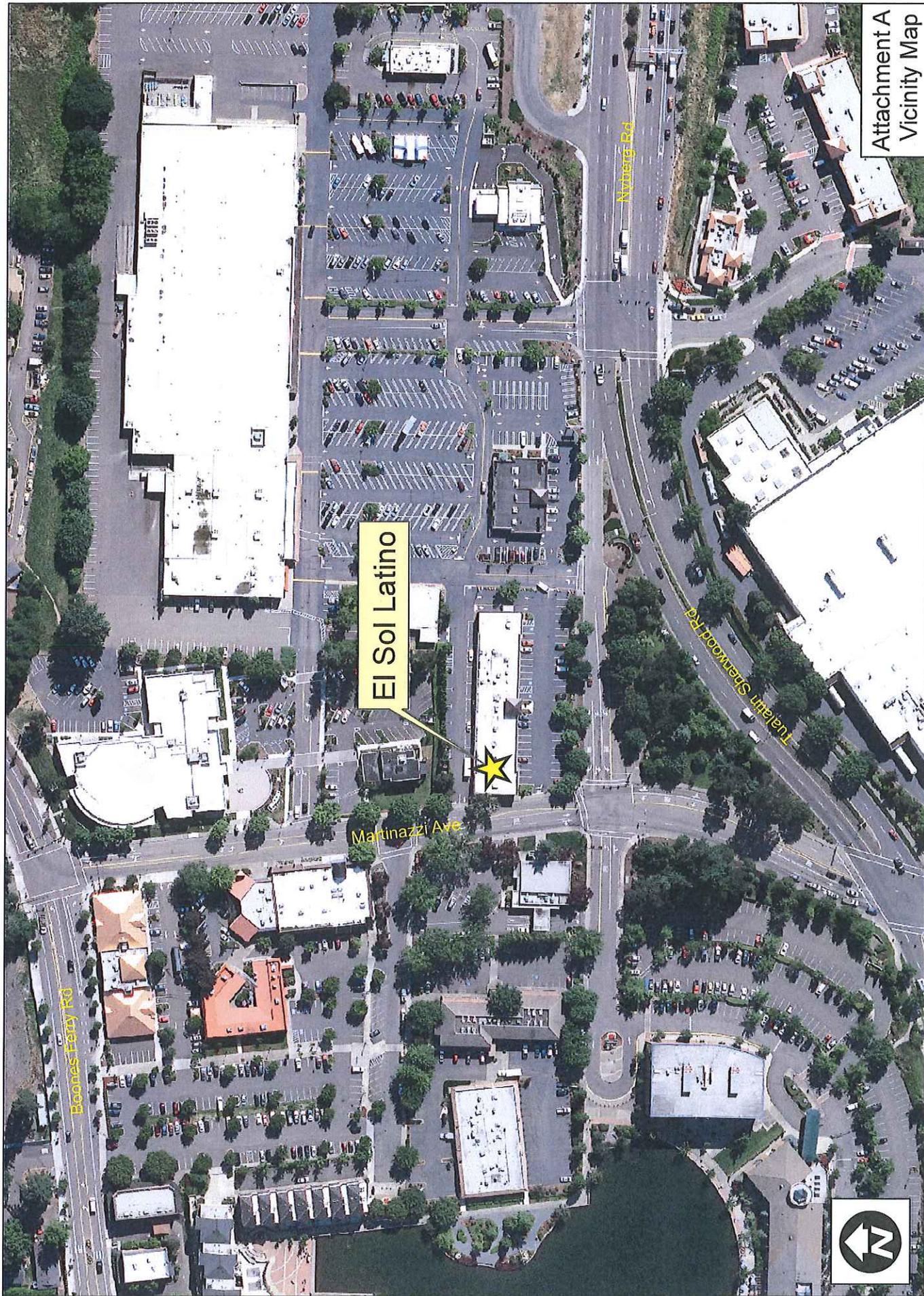
---

**Attachments:** A - Vicinity Map

B - License Types

C - Application

El Sol Latino - 7995 SW Nyberg Rd



Attachment A  
Vicinity Map



## OREGON LIQUOR CONTROL COMMISSION LICENSE TYPES & PRIVILEGES

### **Brewery – public house**

Allows the manufacture & sale of malt beverages to wholesalers, & the sale of malt beverages, wine & cider for consumption on or off the premises. [ORS 471.200]

### **Brewery**

Allows the manufacture, importation, storage, transportation & wholesale sale of malt beverages to OLCC licensees. Malt beverages brewed on the premises may be sold for consumption on the premises & sold in kegs to the public. [ORS 471.220] designates a licensee that does not allow tastings or other on premises consumption.

### **Certificate of Approval**

This certificate allows an out-of-state manufacturer, or an importer of foreign wine or malt beverages, to import wine & malt beverages to Oregon licensees. [ORS 471.289]

### **Distillery**

Allows the holder to import, manufacture, distill, rectify, blend, denature & store distilled spirits. A distillery that produces distilled liquor may permit tastings by visitors. [ORS 471.230]

### **Direct Shipper Permit**

Allows manufacturers & retailers to ship wine & cider directly to Oregon residents for their personal use. [ORS 471.282]

### **Full On Premises Sales**

Allows the sale & service of distilled spirits, malt beverages & wine for consumption on the licensed premises. Also allows licensees who are pre-approved to cater events off of the licensed premises [ORS 471.175] license sub-type designates the type of business licensed: F-CAT- caterer; F-CLU- private club; F-COM - commercial establishment; F-PC - passenger carrier; F-PL - other public location.

### **Growers Sales Privilege**

Allows the importation, storage, transportation, export, & wholesale & retail sales of wines made from fruit or grapes grown in Oregon [ORS 471.227]. Designates a licensee that does not allow tastings or other on premises consumption.

### **Limited On Premises Sales**

Allows the sale of malt beverages, wine & cider for consumption on the licensed premises & the sale of kegs of malt beverages for off premises consumption. Also allows licensees who are pre-approved to cater events off of the licensed premises. [ORS 471.178]

### **Off Premises Sales**

Allows the sale of malt beverages, wine & cider in factory sealed containers for consumption off the licensed premises & allows approved licensees to offer sample tasting of malt beverages, wine & cider. [ORS 471.186]

### **Warehouse**

Allows the storage, importing, exporting, bottling, producing, blending & transporting of wine & malt beverages. [ORS 471.242]

### **Wholesale Malt Beverage & Wine**

Allows the importation, storage, transportation & wholesale sale of malt beverages & wine to OLCC licensees & limited retail sales to the public (dock sales). [ORS 471.235]

### **Wine Self Distribution Permit**

Allows manufacturers to sell & ship wine & cider produced by the manufacturer directly to Oregon retailers for resale to consumers. May ship to businesses which have an OLCC endorsement to receive the shipments. [ORS 471.274]

### **Winery**

Allows the licensee to import, bottle, produce, blend, store, transport & export wines, & allows wholesale sales to OLCC & licensees, & retail sales of malt beverages & wine for consumption on or off the licensed premises. [ORS 471.223]



# CITY OF TUALATIN

## LIQUOR LICENSE APPLICATION

Date 10-12-11

**IMPORTANT:** This is a three-page form. **You are required to complete all sections of the form.** If a question does not apply, please indicate N/A. Please include full names (last, first middle) and full dates of birth (month/day/year). Incomplete forms shall receive an unfavorable recommendation.  
**Thank you for your assistance and cooperation.**

### SECTION 1: TYPE OF APPLICATION

- Original (New) Application - \$100.00 Application Fee.
- Change in Previous Application - \$75.00 Application Fee.
- Renewal of Previous License - \$35.00 Application Fee. Applicant must possess current business license. License # \_\_\_\_\_
- Temporary License - \$35.00 Application Fee.

### SECTION 2: DESCRIPTION OF BUSINESS

Name of business (dba): El Sol Latino

Business address 7995 SW Nyberg Rd city Tualatin State OR Zip Code 97062

Mailing address 7995 SW Nyberg Rd city Tualatin State OR Zip Code 97062

Telephone # 503-885-2761 Fax # 503-885-0812

Name(s) of business manager(s) First Miguel Middle A Last Martinez

Date of birth [redacted] Social Security # [redacted] ODL# [redacted] IM  F

Home address [redacted] City Beaverton State OR Zip Code 97007  
(attach additional pages if necessary)

Type of business Grocery store

Type of food served \_\_\_\_\_

Type of entertainment (dancing, live music, exotic dancers, etc.) \_\_\_\_\_

Days and hours of operation Manday to Sunday From 7am to 10 PM

Food service hours: Breakfast NA Lunch NA Dinner NA

Restaurant seating capacity NA Outside or patio seating capacity NA

How late will you have outside seating? NA How late will you sell alcohol? 10: PM

How many full-time employees do you have? \_\_\_\_\_ Part-time employees? \_\_\_\_\_

**SECTION 3: DESCRIPTION OF LIQUOR LICENSE**

Name of Individual, Partnership, Corporation, LLC, or Other applicants \_\_\_\_\_

Type of liquor license (refer to OLCC form) Corporation \_\_\_\_\_

Form of entity holding license (check one and answer all related applicable questions):

**INDIVIDUAL:** If this box is checked, provide full name, date of birth, and residence address.

Full name \_\_\_\_\_ Date of birth \_\_\_\_\_

Residence address \_\_\_\_\_

**PARTNERSHIP:** If this box is checked, provide full name, date of birth and residence address for each partner. If more than two partners exist, use additional pages. If partners are not individuals, also provide for each partner a description of the partner's legal form and the information required by the section corresponding to the partner's form.

Full name Victor Manuel Martinez Suarez Date of birth 02/28/76

Residence address [REDACTED]

Full name [REDACTED] Date of birth [REDACTED]

Residence address [REDACTED]

**CORPORATION:** If this box is checked, complete (a) through (c).

(a) Name and business address of registered agent.

Full name Marbec Mexican Trade Products Inc

Business address [REDACTED] Beaverton Or 97007

(b) Does any shareholder own more than 50% of the outstanding shares of the corporation? If yes, provide the shareholder's full name, date of birth, and residence address.

Full name \_\_\_\_\_ Date of birth \_\_\_\_\_

Residence address \_\_\_\_\_

(c) Are there more than 35 shareholders of this corporation? Yes \_\_\_\_\_ No \_\_\_\_\_. If 35 or fewer shareholders, identify the corporation's president, treasurer, and secretary by full name, date of birth, and residence address.

Full name of president: \_\_\_\_\_ Date of birth: \_\_\_\_\_

Residence address: \_\_\_\_\_

Full name of treasurer: \_\_\_\_\_ Date of birth: \_\_\_\_\_

Residence address: \_\_\_\_\_

Full name of secretary: \_\_\_\_\_ Date of birth: \_\_\_\_\_

Residence address: \_\_\_\_\_

**LIMITED LIABILITY COMPANY:** If this box is checked, provide full name, date of birth, and residence address of each member. If there are more than two members, use additional pages to complete this question. If members are not individuals, also provide for each member a description of the member's legal form and the information required by the section corresponding to the member's form.

Full name: \_\_\_\_\_ Date of birth: \_\_\_\_\_

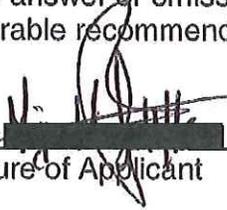
Residence address: \_\_\_\_\_

Full name: \_\_\_\_\_ Date of birth: \_\_\_\_\_  
Residence address: \_\_\_\_\_

**OTHER:** If this box is checked, use a separate page to describe the entity, and identify with reasonable particularity every entity with an interest in the liquor license.

**SECTION 4: APPLICANT SIGNATURE**

A false answer or omission of any requested information on any page of this form shall result in an unfavorable recommendation.

  
\_\_\_\_\_  
Signature of Applicant

10-12-11  
\_\_\_\_\_  
Date

**For City Use Only**

Sources Checked:

DMV by      LEDS by      TuPD Records by     PPD by 

Public Records by 

Number of alcohol-related incidents during past year for location. \_\_\_\_\_

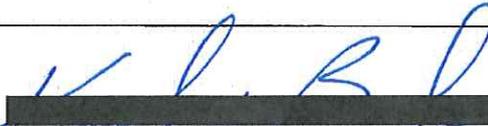
Number of Tualatin arrest/suspect contacts for \_\_\_\_\_

**It is recommended that this application be:**

**Granted**

**Denied**

Cause of unfavorable recommendation: \_\_\_\_\_

  
\_\_\_\_\_  
Signature

10/17/11  
\_\_\_\_\_  
Date

Kent W. Barker  
Chief of Police  
Tualatin Police Department



## STAFF REPORT

### CITY OF TUALATIN

**TO:** Honorable Mayor and Members of the City Council

**THROUGH:** Sherilyn Lombos, City Manager

**FROM:** Maureen Smith, Executive Assistant

**DATE:** 11/14/2011

**SUBJECT:** Approval of a New Liquor License Application for Silverado Portland

---

#### ISSUE BEFORE THE COUNCIL:

The issue before the Council is to approve a new liquor license application for Silverado Portland.

#### RECOMMENDATION:

Staff respectfully recommends that the Council approve endorsement of the liquor license application for Silverado Portland.

#### EXECUTIVE SUMMARY:

Silverado Portland has submitted a new liquor license application under the category of Off-Premises Sales, which allows the sale of malt beverages, wine and cider in factory sealed containers for consumption off the licensed premises and allows approved licensees to offer sample tasting of malt beverages, wine and cider. The business is located at 7363 SW Bridgeport Road. The application is in accordance with provisions of Ordinance No. 680-85 which established a procedure for review of liquor licenses by the Council.

Ordinance No. 680-85 establishes procedures for liquor license applicants. Applicants are required to fill out a City application form, from which a review by the Police Department is conducted, according to standards and criteria established in Section 6 of the ordinance. The Police Department has reviewed the new liquor license application and recommended approval.

According to the provisions of Section 5 of Ordinance No. 680-85 a member of the Council or the public may request a public hearing on any of the liquor license requests. If such a public hearing request is made, a hearing will be scheduled and held on the license. It is important that any request for such a hearing include reasons for said hearing.

#### FINANCIAL IMPLICATIONS:

A fee has been paid by the applicant.

---

**Attachments:** A - Vicinity Map  
B - License Types  
C - Application

Silverado Portland - 7363 SW Bridgeport Rd



Attachment A  
Vicinity Map



## **OREGON LIQUOR CONTROL COMMISSION LICENSE TYPES & PRIVILEGES**

### **Brewery – public house**

Allows the manufacture & sale of malt beverages to wholesalers, & the sale of malt beverages, wine & cider for consumption on or off the premises. [ORS 471.200]

### **Brewery**

Allows the manufacture, importation, storage, transportation & wholesale sale of malt beverages to OLCC licensees. Malt beverages brewed on the premises may be sold for consumption on the premises & sold in kegs to the public. [ORS 471.220] designates a licensee that does not allow tastings or other on premises consumption.

### **Certificate of Approval**

This certificate allows an out-of-state manufacturer, or an importer of foreign wine or malt beverages, to import wine & malt beverages to Oregon licensees. [ORS 471.289]

### **Distillery**

Allows the holder to import, manufacture, distill, rectify, blend, denature & store distilled spirits. A distillery that produces distilled liquor may permit tastings by visitors. [ORS 471.230]

### **Direct Shipper Permit**

Allows manufacturers & retailers to ship wine & cider directly to Oregon residents for their personal use. [ORS 471.282]

### **Full On Premises Sales**

Allows the sale & service of distilled spirits, malt beverages & wine for consumption on the licensed premises. Also allows licensees who are pre-approved to cater events off of the licensed premises [ORS 471.175] license sub-type designates the type of business licensed: F-CAT- caterer; F-CLU- private club; F-COM - commercial establishment; F-PC - passenger carrier; F-PL - other public location.

### **Growers Sales Privilege**

Allows the importation, storage, transportation, export, & wholesale & retail sales of wines made from fruit or grapes grown in Oregon [ORS 471.227]. Designates a licensee that does not allow tastings or other on premises consumption.

### **Limited On Premises Sales**

Allows the sale of malt beverages, wine & cider for consumption on the licensed premises & the sale of kegs of malt beverages for off premises consumption. Also allows licensees who are pre-approved to cater events off of the licensed premises. [ORS 471.178]

### **Off Premises Sales**

Allows the sale of malt beverages, wine & cider in factory sealed containers for consumption off the licensed premises & allows approved licensees to offer sample tasting of malt beverages, wine & cider. [ORS 471.186]

### **Warehouse**

Allows the storage, importing, exporting, bottling, producing, blending & transporting of wine & malt beverages. [ORS 471.242]

### **Wholesale Malt Beverage & Wine**

Allows the importation, storage, transportation & wholesale sale of malt beverages & wine to OLCC licensees & limited retail sales to the public (dock sales). [ORS 471.235]

### **Wine Self Distribution Permit**

Allows manufacturers to sell & ship wine & cider produced by the manufacturer directly to Oregon retailers for resale to consumers. May ship to businesses which have an OLCC endorsement to receive the shipments. [ORS 471.274]

### **Winery**

Allows the licensee to import, bottle, produce, blend, store, transport & export wines, & allows wholesale sales to OLCC & licensees, & retail sales of malt beverages & wine for consumption on or off the licensed premises. [ORS 471.223]



CITY OF TUALATIN
LIQUOR LICENSE APPLICATION

Date Oct 17, 11

IMPORTANT: This is a three-page form. You are required to complete all sections of the form. If a question does not apply, please indicate N/A. Please include full names (last, first middle) and full dates of birth (month/day/year). Incomplete forms shall receive an unfavorable recommendation. Thank you for your assistance and cooperation.

SECTION 1: TYPE OF APPLICATION

- Original (New) Application - \$100.00 Application Fee.
Change in Previous Application - \$75.00 Application Fee.
Renewal of Previous License - \$35.00 Application Fee. Applicant must possess current business license. License #
Temporary License - \$35.00 Application Fee.

SECTION 2: DESCRIPTION OF BUSINESS

Name of business (dba): Silverado Portland
Business address: 7363 SW Bridgeport Rd, City: Tigard, State: OR, Zip Code: 97224
Mailing address: [Redacted], City: Portland, State: OR, Zip Code: 97221
Telephone #: 503-292-2699, Fax #: 503-297-5506
Name(s) of business manager(s): First: Jacqueline, Middle: C, Last: Lamb
Date of birth: [Redacted], Social Security #: [Redacted], ODL#: [Redacted], M, F: X
Home address: Same as above, City, State, Zip Code
Type of business: Jewelry & gifts
Type of food served:
Type of entertainment (dancing, live music, exotic dancers, etc.):
Days and hours of operation: M-SAT 10-8pm, Sunday 11-6pm
Food service hours: Breakfast, Lunch, Dinner
Restaurant seating capacity, Outside or patio seating capacity
How late will you have outside seating?, How late will you sell alcohol? 8 pm.

Holiday hrs may go till 9 pm.

How many full-time employees do you have? 1 Part-time employees? 4

**SECTION 3: DESCRIPTION OF LIQUOR LICENSE**

Name of Individual, Partnership, Corporation (LLC) or Other applicants \_\_\_\_\_

Type of liquor license (refer to OLCC form) off premise

Form of entity holding license (check one and answer all related applicable questions):

**INDIVIDUAL:** If this box is checked, provide full name, date of birth, and residence address.  
Full name \_\_\_\_\_ Date of birth \_\_\_\_\_  
Residence address \_\_\_\_\_

**PARTNERSHIP:** If this box is checked, provide full name, date of birth and residence address for each partner. If more than two partners exist, use additional pages. If partners are not individuals, also provide for each partner a description of the partner's legal form and the information required by the section corresponding to the partner's form.  
Full name \_\_\_\_\_ Date of birth \_\_\_\_\_  
Residence address \_\_\_\_\_  
Full name \_\_\_\_\_ Date of birth \_\_\_\_\_  
Residence address \_\_\_\_\_

**CORPORATION:** If this box is checked, complete (a) through (c).  
(a) Name and business address of registered agent.  
Full name \_\_\_\_\_  
Business address \_\_\_\_\_

(b) Does any shareholder own more than 50% of the outstanding shares of the corporation? If yes, provide the shareholder's full name, date of birth, and residence address.  
Full name \_\_\_\_\_ Date of birth \_\_\_\_\_  
Residence address \_\_\_\_\_

(c) Are there more than 35 shareholders of this corporation? Yes No. If 35 or fewer shareholders, identify the corporation's president, treasurer, and secretary by full name, date of birth, and residence address.  
Full name of president: \_\_\_\_\_ Date of birth: \_\_\_\_\_  
Residence address: \_\_\_\_\_  
Full name of treasurer: \_\_\_\_\_ Date of birth: \_\_\_\_\_  
Residence address: \_\_\_\_\_  
Full name of secretary: \_\_\_\_\_ Date of birth: \_\_\_\_\_  
Residence address: \_\_\_\_\_

**LIMITED LIABILITY COMPANY:** If this box is checked, provide full name, date of birth, and residence address of each member. If there are more than two members, use additional pages to complete this question. If members are not individuals, also provide for each member a description of the member's legal form and the information required by the section corresponding to the member's form.  
Full name: Jacqueline C. Lamb ~~DAVID E. LAMB~~ Date of birth: [REDACTED]  
Residence address: [REDACTED]

Full name: DAVID F LAMB Date of birth: [REDACTED]  
Residence address: [REDACTED]

**OTHER:** *Printed or 9722* If this box is checked, use a separate page to describe the entity, and identify with reasonable particularity every entity with an interest in the liquor license.

**SECTION 4: APPLICANT SIGNATURE**

A false answer or omission of any requested information on any page of this form shall result in an unfavorable recommendation.

[REDACTED SIGNATURE] Date Oct 17, 11

**For City Use Only**

Sources Checked:

- DMV by my
- LEDS by my
- TuPD Records by my
- Public Records by my

- Number of alcohol-related incidents during past year for location.
- Number of Tualatin arrest/suspect contacts for \_\_\_\_\_

**It is recommended that this application be:**

- Granted**
- Denied**  
Cause of unfavorable recommendation: \_\_\_\_\_

[REDACTED SIGNATURE] Date 11/9/11

Kent W. Barker  
Chief of Police  
Tualatin Police Department

**City Council Meeting**

**E. 1.**

**Meeting** 11/14/2011  
**Date:**

**SPECIAL** Community Enhancement Award Presentation  
**REPORTS:**

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**Attachments**

A - PowerPoint Community Enhancement Award Presentation



# Community Enhancement Award

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Tualatin Arts Advisory Committee



*City of Tualatin*

# Purpose of Award

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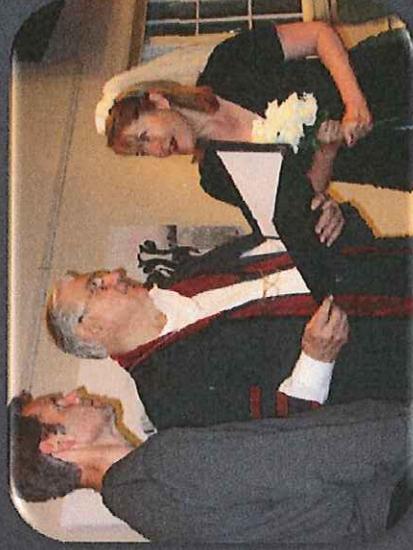
- Created to recognize individuals or organizations whose contributions have impacted arts-related experiences for local residents
  - The Tualatin Arts Advisory Committee identifies recipients and makes recommendations to the City Council
-

# Past Recipients

- March 2011  
Althea Pratt-Broome,  
Willowbrook Arts Camp



- September 2010  
Lumiere Players Theatre

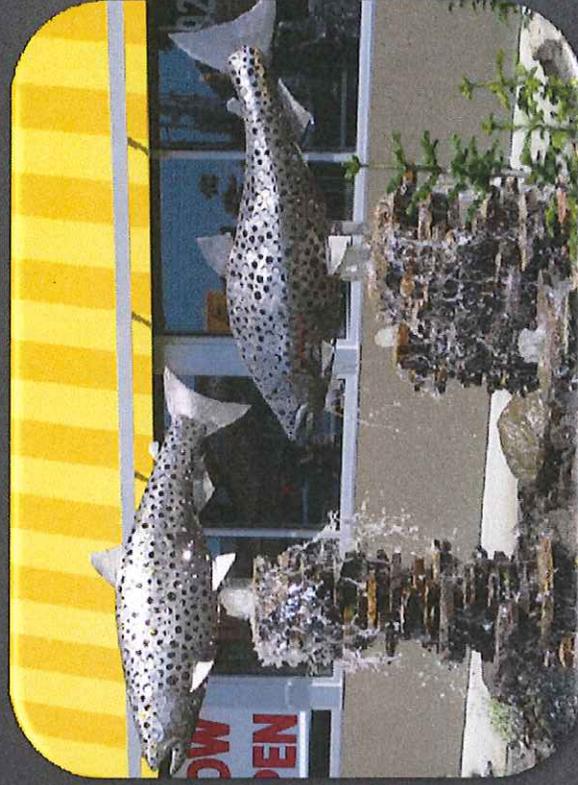
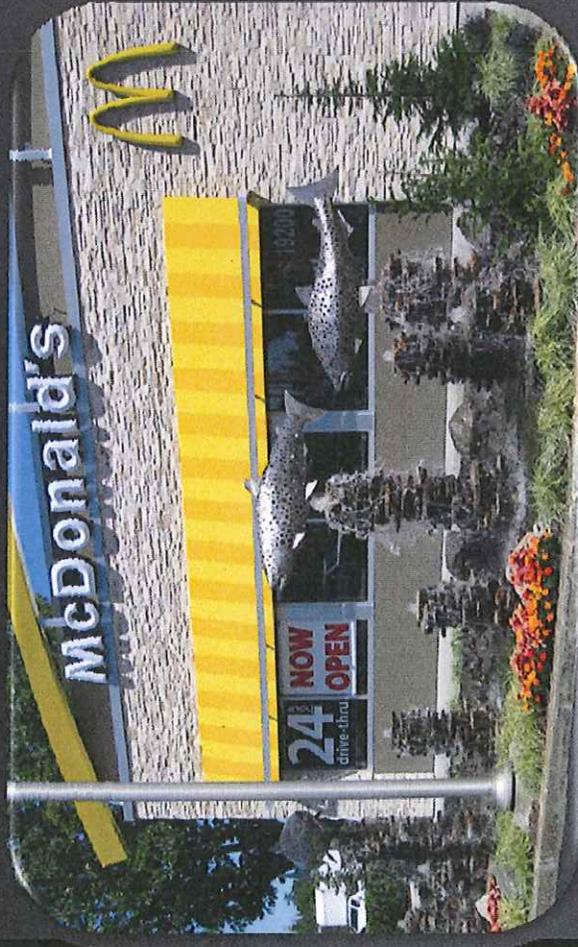


# Award Recipient

---

- Award recipient:  
Don Armstrong  
Tualatin Franchise Owner  
McDonald's Restaurants
  - Awarded for "Grand Coulee Kings" sculpture
-

# Community Enhancement Award





# STAFF REPORT

## CITY OF TUALATIN

APPROVED BY TUALATIN CITY COUNCIL

Date 11-14-11

Recording Secretary M. Smith

**TO:** Honorable Mayor and Members of the City Council

**THROUGH:** Sherilyn Lombos, City Manager

**FROM:** Don Hudson, Finance Director

**DATE:** 11/14/2011

**SUBJECT:** Quarterly Financial Update

---

### ISSUE BEFORE THE COUNCIL:

An update on the first quarter financial activities of the City of Tualatin

### RECOMMENDATION:

No action is required by the Council

### EXECUTIVE SUMMARY:

Beginning with this staff report, updates on financial matters will be presented to the City Council on a quarterly basis. The schedule for the updates will be as follows:

- 1st Quarter ending September 30th – 1st meeting in November
- 2nd Quarter ending December 31st – 1st meeting in February
- 3rd Quarter ending March 31st – 1st meeting in May
- 4th Quarter ending June 30th – 1st meeting in August

The idea is to present the Council with information on a timely, routine basis that will help guide you as other matters are brought to your attention. This presentation will provide updates on Council Priorities, information on things that have been accomplished during the reporting quarter, as well as some things that are happening in the current fiscal quarter.

We will also be providing information about budget to actual data in our operating funds (General Fund, Building Fund and Operations Fund) for the fiscal year through the end of the reporting quarter. We will use this opportunity to discuss items that need to be monitored, as well as trends that may affect Tualatin, whether they are at the local, state or federal level.

You may have noticed that the reports will occur just over a month after the quarter ends. This will allow staff time to close the quarter and then time to update the Fiscal Health Model. To date, we have used this tool during the budget process, but we feel that keeping it updated and in front of the Council on a quarterly basis allows for continual updates on projections and impacts of decisions on our on-going alignment.

I welcome any feedback you may have.

---

**Attachments:** A - PowerPoint

# Quarterly Financial Update

Fiscal Year 2011 - 2012  
First Quarter, ending September 30, 2011



# Tonight's Discussion

- ▶ What Will Be in the Quarterly Report
  - Council Priorities update
  - First quarter accomplishments
  - Update on second quarter activities
- ▶ Revenues and Expenditures
- ▶ Budgetary Impacts to Monitor
- ▶ Unaudited Fiscal Year 2010-11 Year-end Update
- ▶ Fiscal Health Model Update



# Council Priorities Update

- ▶ Website Redesign
  - Organization wide committee leading project
  - Request for Proposals has been released for consultant selection
  - Target date for launch of new site – June 1, 2012



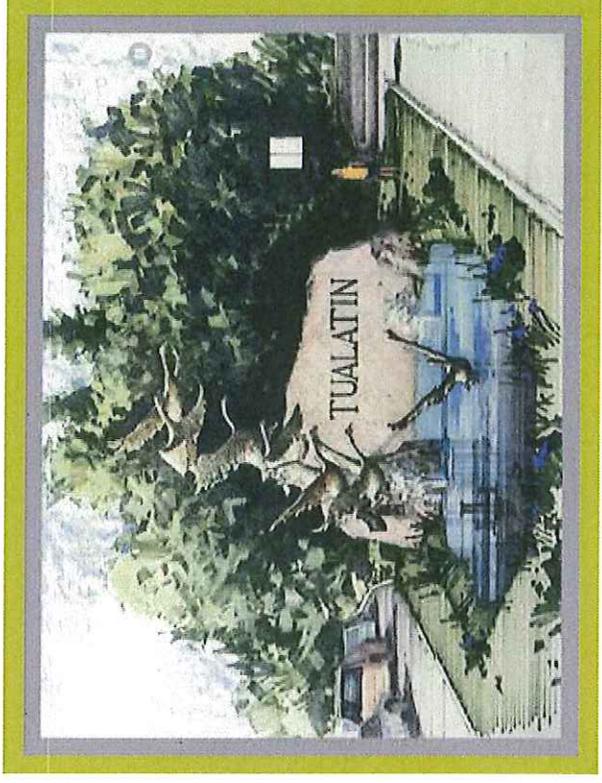
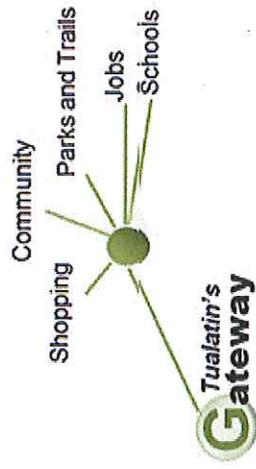
*Tualatin, Oregon*

18880 SW Martinazzi Ave  
Tualatin, OR 97062



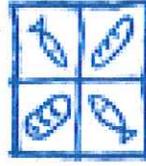
# Council Priorities Update

- ▶ Eastside Redevelopment & Downtown Visioning
  - Work plans to be developed
  - Following Linking Tualatin/Transportation System Plan Update
  - Projects already underway:
    - Core Area Parking
    - Downtown signs
    - Tualatin Sherwood Road
    - Gateway Project

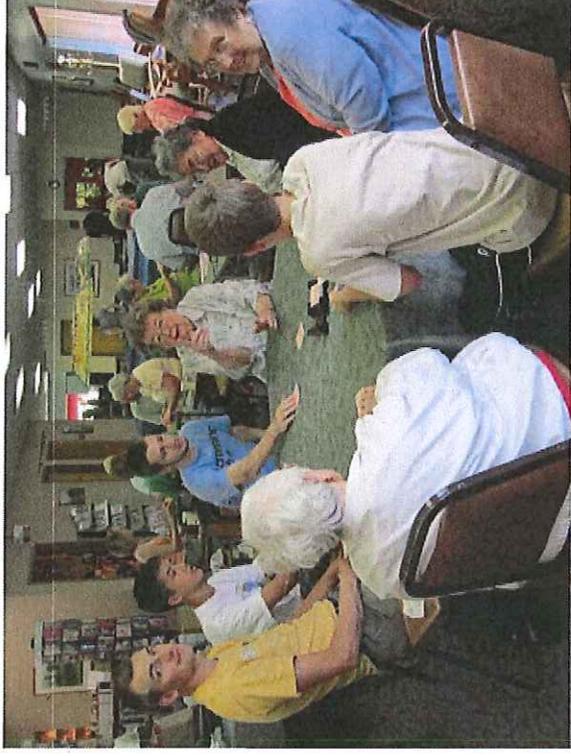


# Council Priorities Update

- ▶ **Community Recreation**
  - Loaves and Fishes has hired new Recreation Coordinator, effective October 1st
  - City paid Loaves and Fishes \$25,000 towards the position



**LOAVES & FISHES**  
*The Meals-On-Wheels People*



# Council Priorities Update

- ▶ **Community Engagement**
  - Engagement Strategies being developed
  - Assisting with Tualatin Citizen Involvement Organizations
  - Tualatin Tomorrow Advisory Committee now forming
  - Community engagement wrapped in to major projects and initiatives

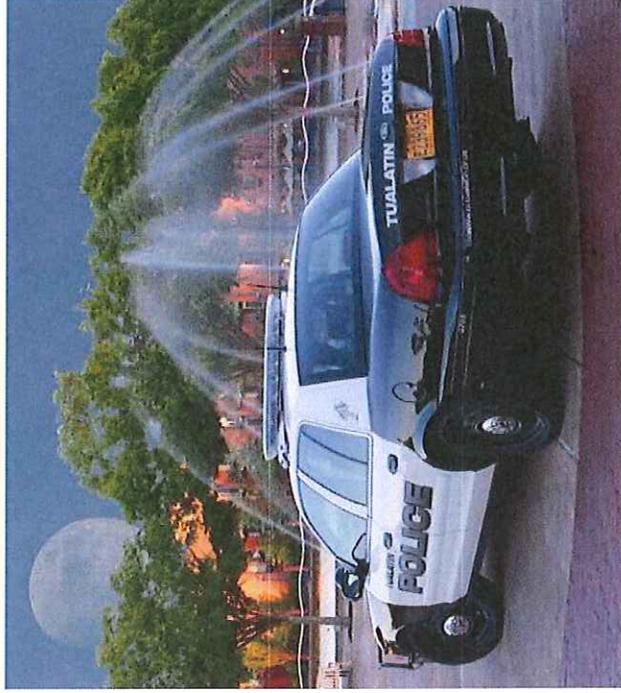


**Tualatin CIO**  
CITIZEN INVOLVEMENT ORGANIZATIONS



# 1st Quarter Accomplishments

- ▶ Council Building repainted and one HVAC unit replaced



- ▶ Two Police vehicles ordered

# 1st Quarter Accomplishments

Summer Programs / Events completed

- GREAT Program and Team Tualatin
- Concerts and Movies on the Commons
- Summer Reading Program
- Crawfish Festival / Dog Park Opening



Pavement Maintenance Program

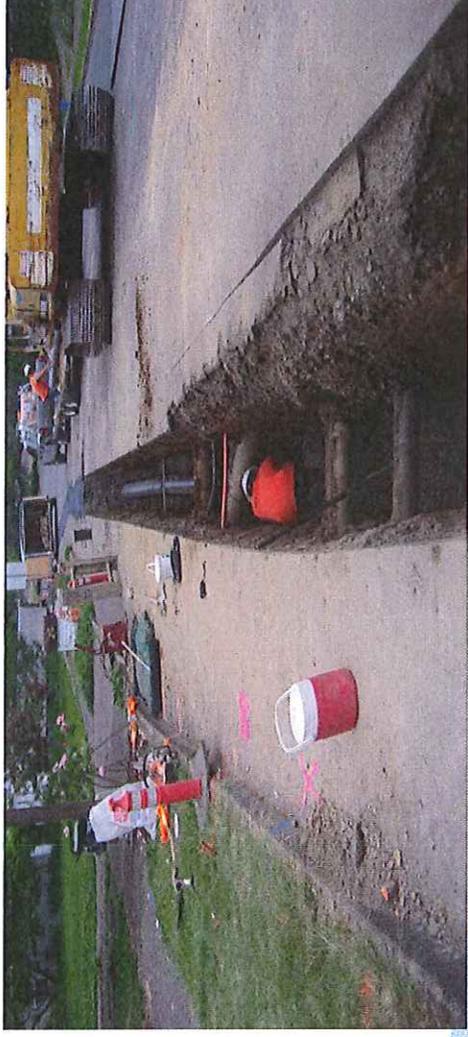
# 1<sup>st</sup> Quarter Accomplishments

- ▶ **Aquifer Storage and Recovery (ASR)**
  - First full blown recovery of stored water into our water system from ASR well
  - 14 million gallons recovered in September



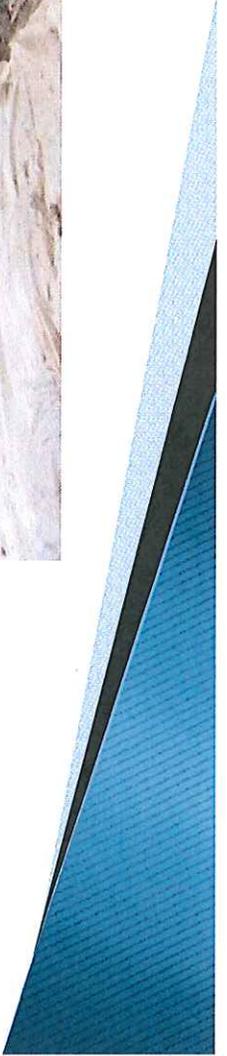
# 1st Quarter Accomplishments

- ▶ Capital Projects
  - Water
    - Completed replacement of AC lines on Apache Drive
    - Completed Indian Meadows water line project
  - Sewer and Storm Drain
    - Continued work on Saum Creek Slope Failure
    - Began Chieftain Dakota Sewer and Storm Project



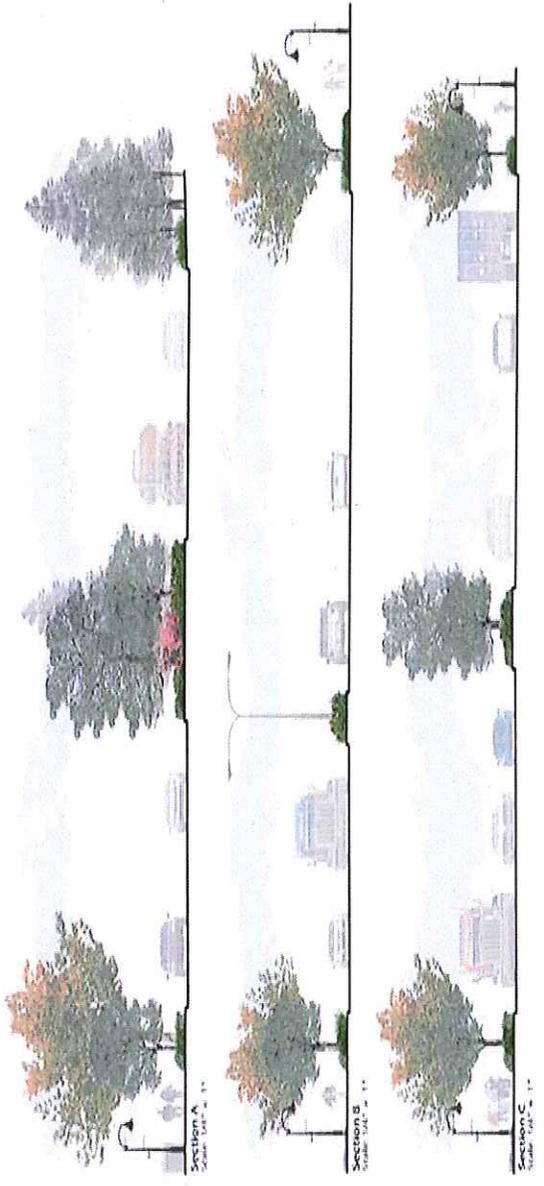
# 1st Quarter Accomplishments

- ▶ Pohl Center Remodel

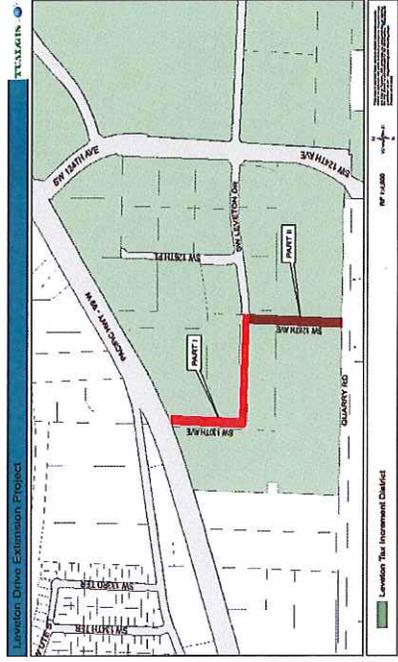


# 1st Quarter Accomplishments

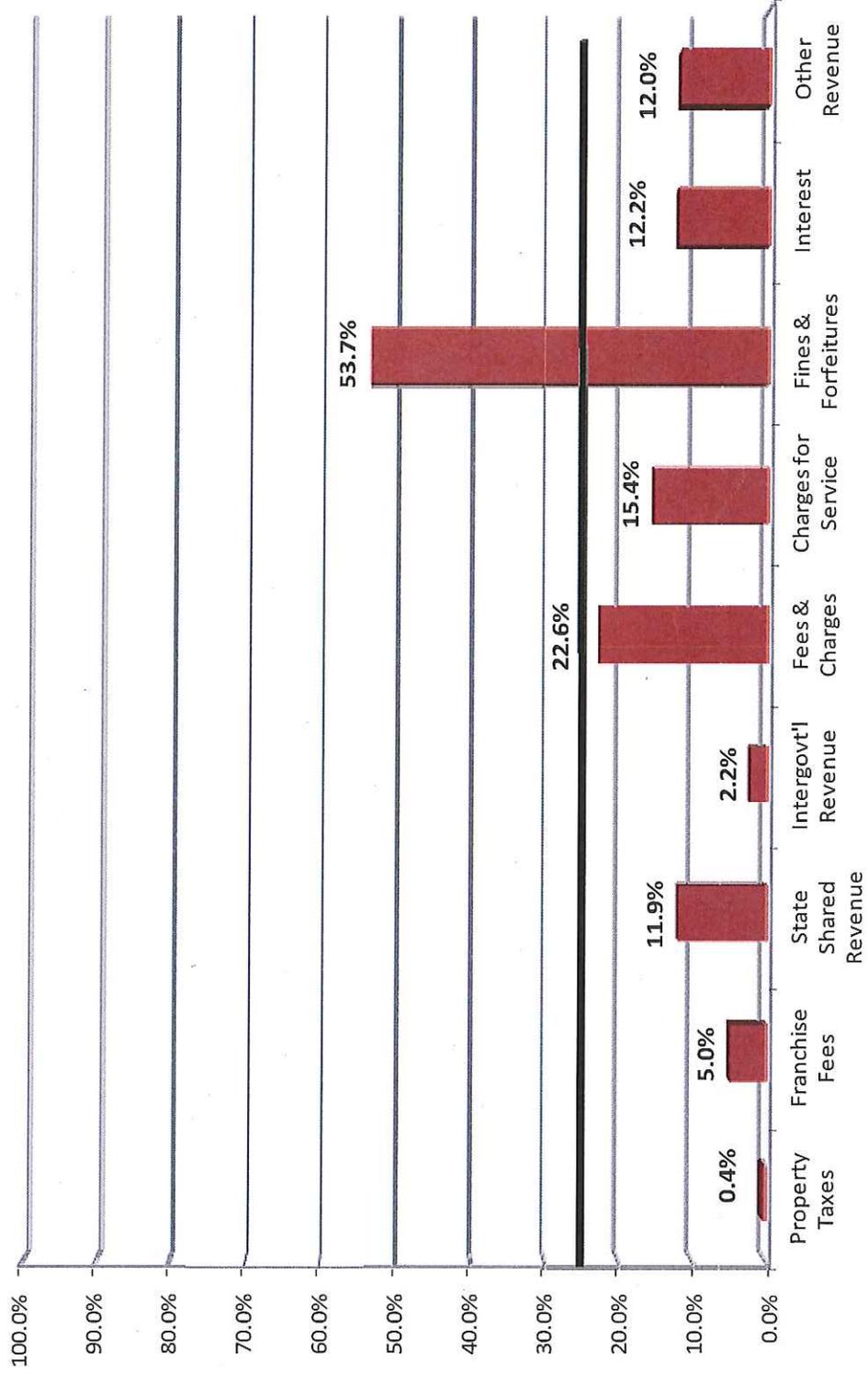
## Tualatin Sherwood Road Improvements



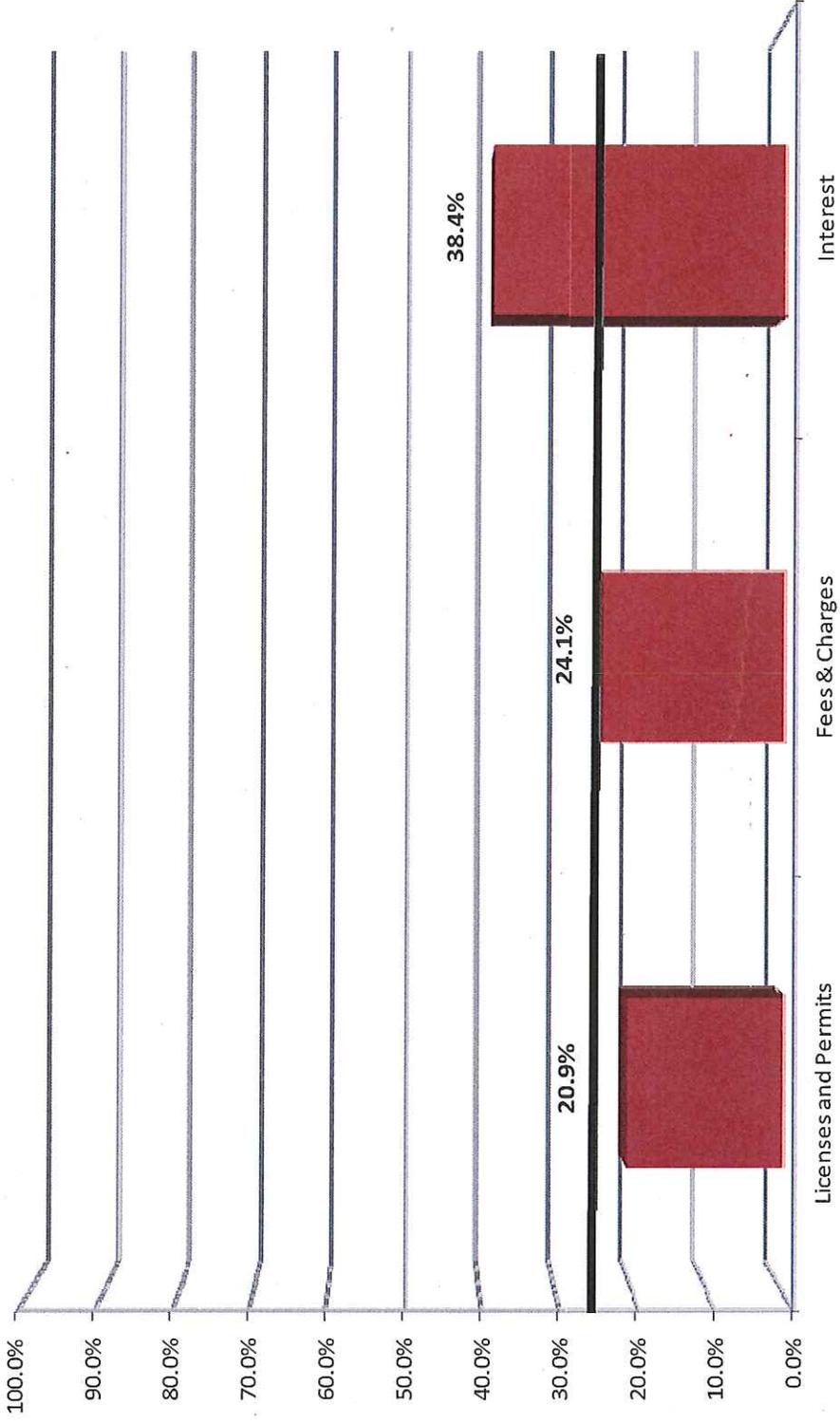
## Leveton Drive Extension



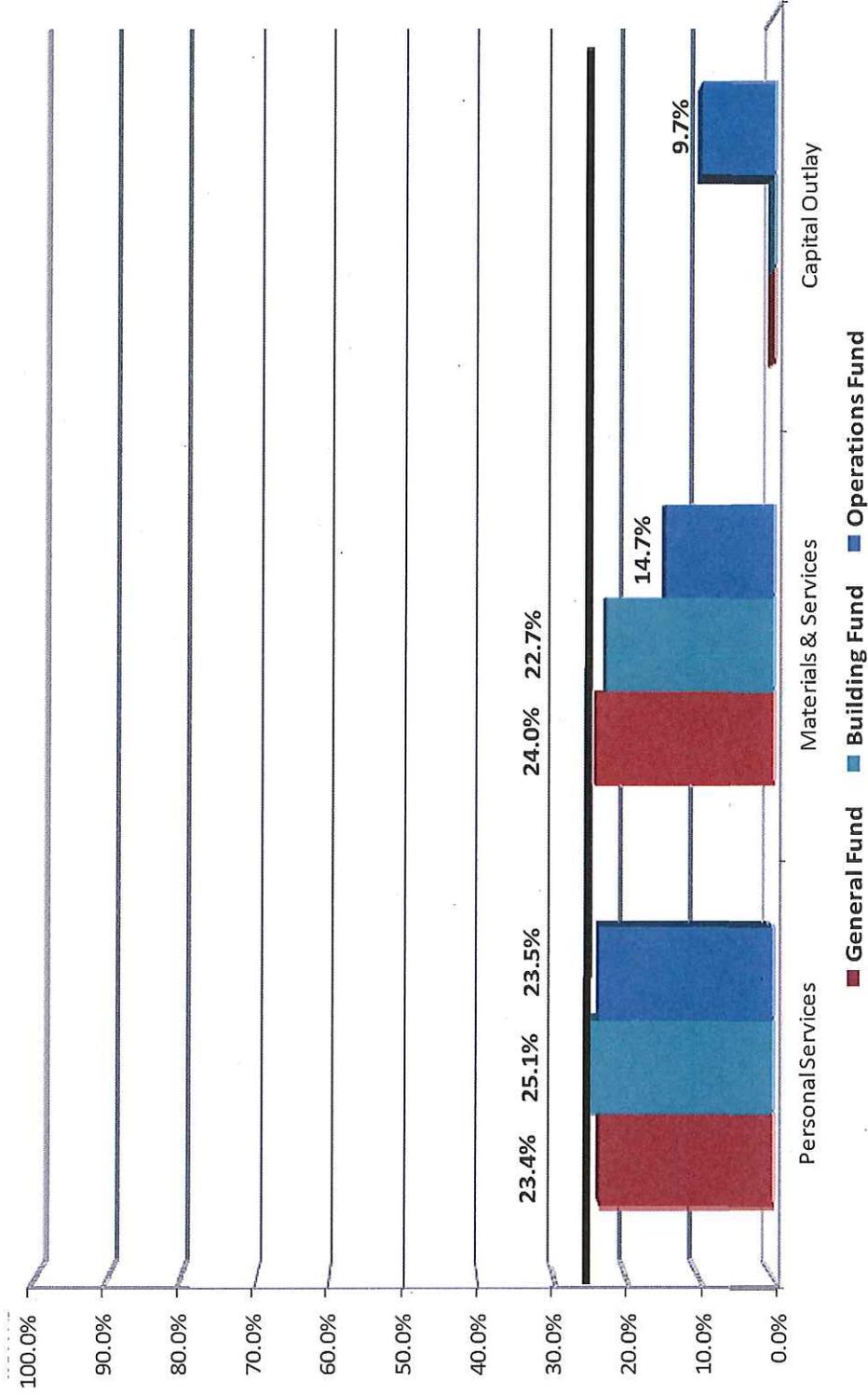
# General Fund Revenue



# Building Fund Revenue



# Operating Expenditures



## What's Happening In The Current Quarter

- ▶ Revenues
  - Received first year of Clackamas County Library District Funds
  - Will receive approx. 90% of property tax revenues
- ▶ Remodel of Council Building
- ▶ Continue work on capital projects, including the Gateway and Tualatin-Sherwood Road Improvements projects
- ▶ Special Events
  - Pumpkin Regatta
  - Starry Nights and Holiday Lights



## Budgetary Impacts to Monitor

- ▶ PERS
- ▶ Property Taxes
- ▶ Municipal Court Revenue
- ▶ Durham Police Contract
- ▶ Lease with Oregon State Police

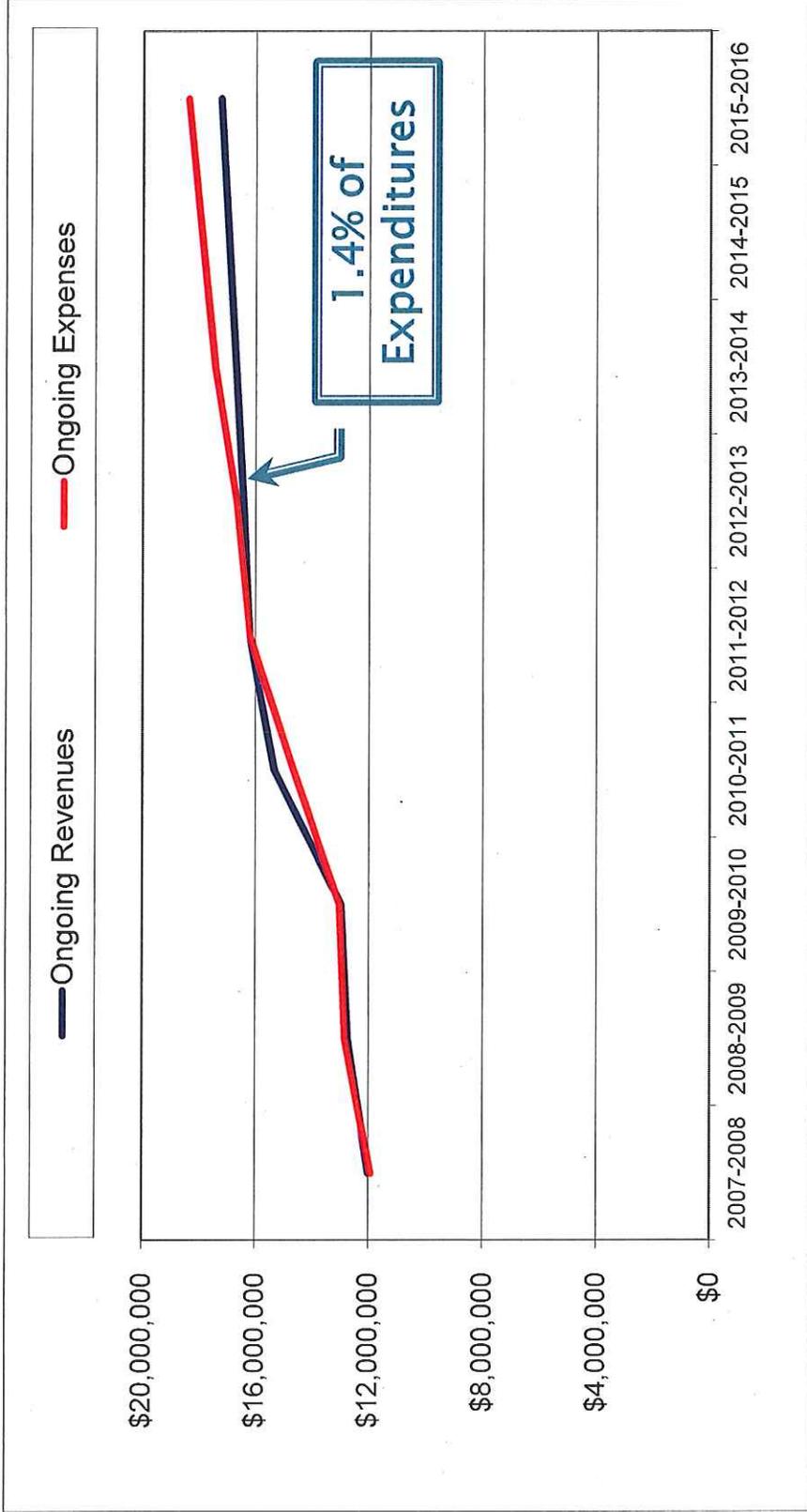


## **Fiscal Year 2010-11 Year-End Update**

- ▶ **Fiscal Year 2010/11 audit performed by Merina & Company**
  - First year with new audit firm
  - Presentation to Council after audit is completed
- ▶ **Reviewed procedures and internal controls**
- ▶ **Implementation of GASB 54**
- ▶ **Fiscally sound audit report**



# Fiscal Health Update



# Summary

- ▶ Began work on Council Priorities
- ▶ Significant 1<sup>st</sup> quarter accomplishments
- ▶ Manageable projected on-going gap for upcoming fiscal year
- ▶ Continuing to provide quality services, while being fiscally prudent





## STAFF REPORT

### CITY OF TUALATIN

**TO:** Honorable Mayor and Members of the City Council

**THROUGH:** Sherilyn Lombos, City Manager

**FROM:** Sara Singer, Assistant to the City Manager

**DATE:** 11/14/2011

**SUBJECT:** Resolution Recognizing the Formation of Citizen Involvement Organization One

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#### ISSUE BEFORE THE COUNCIL:

According to Chapter 11-9-40 of the Tualatin Municipal Code, Citizen Involvement Organizations must meet the minimum standards set forth in the Code to be recognized by the City Council.

#### RECOMMENDATION:

Staff recommends adopting the attached Resolution Recognizing the Formation of Citizen Involvement Organization One.

#### EXECUTIVE SUMMARY:

In July 2011, the City Council adopted Chapter 11-9 of the Tualatin Municipal Code which establishes and creates the Citizen Involvement Organization Program (CIOP). Included with the adoption of the code language was also the adoption of the CIOP Boundary Map (See Attachment). The approved boundary map outlines six residential Citizen Involvement Organizations (CIOs) and two business CIOs. The code allows for residents to come together and form their CIO by meeting the following standards in the code:

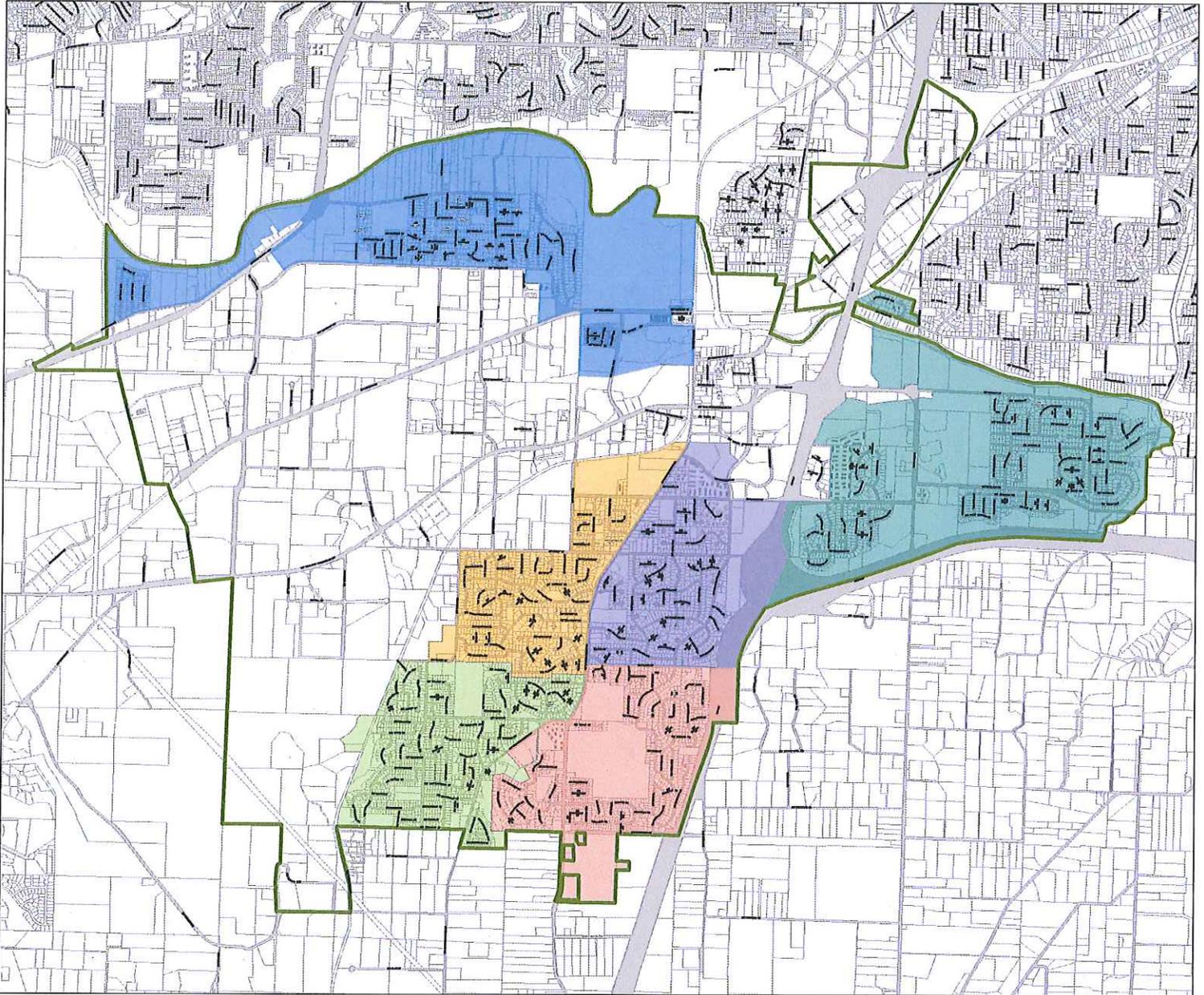
- 1) The CIO must hold an annual election of officers;
- 2) All meetings shall be publicized at least seven days in advance of the meeting date, except in case of emergency, in which case at least 24 hours advance notice shall be given.
- 3) A current list of the names and addresses of the officers must be provided to the City;
- 4) After their initial organizational meeting in the first year of recognition, a minimum of two general meetings each year with the time, place and purpose well publicized throughout the CIO prior to each meeting; and
- 5) CIOs must provide an executed copy of their current bylaws.

On October 20, 2011, CIO 1 held an organizational meeting where participants voted to form the CIO, approved bylaws, and elected officers. The newly elected officers have submitted all appropriate documents for review by staff. Staff has determined that the minimum standards of Section 11-9-40 of the Tualatin Municipal Code have been met. A Resolution Recognizing the Formation of Citizen Involvement Organization One has been prepared for adoption by the the City Council.

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**Attachments:**    A - Resolution Recognizing Formation of CIO 1  
                          B - CIO Boundary Map  
                          C - CIO 1 Adopted Bylaws  
                          D - CIO 1 Officers

# Citizen Involvement Organizations



 CIO 1	 CIO 4	 Taxlots
 CIO 2	 CIO 5	 Planning Area Boundary
 CIO 3	 CIO 6	

RF 1:14,400



This map is derived from various digital database sources. While an attempt has been made to provide an accurate map, the City of Tualatin, OR assumes no responsibility or liability for any errors or omissions in the information. This map is provided "as is". -Engineering and Building Dept. Printed 7/7/2011

RESOLUTION NO. 5075-11

RESOLUTION RECOGNIZING THE FORMATION OF CITIZEN INVOLVEMENT ORGANIZATION ONE

WHEREAS the Citizen Involvement Organization Program (CIOP) was established and created to provide an opportunity for members of the CIOP to meaningfully cooperate with each other and the City of Tualatin on matters affecting the neighborhoods and the City consistent with Tualatin's Principles of Citizen Involvement; and

WHEREAS the Citizen Involvement Organization One (CIO 1) has determined that they would like to form to promote communication and a sense of community in their neighborhood.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TUALATIN, OREGON, that:

Section 1. The City Manager has confirmed that:

- 1) CIO 1 has conducted an annual election of officers, and
- 2) The bylaws adopted by CIO 1 provide that meetings be publicized seven days in advance of the meeting date, except in case of emergency, in which case at least 24 hours advance notice shall be given, and
- 3) A current list of the names and addresses of the officers has been provided to the City, and
- 4) The bylaws adopted by CIO 1 provide that a minimum of two general meetings each year with the time, place and purpose well publicized throughout the CIO prior to each meeting, and
- 5) CIO 1 has provided an executed copy of their bylaws.

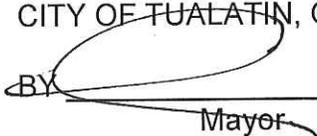
By satisfying the standards of Chapter 11-9-40 of the Tualatin Municipal Code, CIO 1 is eligible to be recognized by the City Council.

INTRODUCED AND ADOPTED this 14th day of November, 2011.

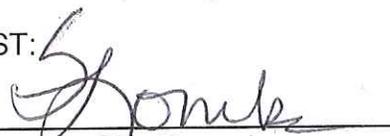
APPROVED AS TO LEGAL FORM

  
CITY ATTORNEY

CITY OF TUALATIN, OREGON

BY   
Mayor

ATTEST:

BY   
City Recorder

<NAME> CITIZEN INVOLVEMENT ORGANIZATION  
BYLAWS  
Tualatin, Oregon

**ARTICLE I  
ORGANIZATION**

**Section 1. The Name.** The name of this Organization is CIO 1 Citizen Involvement Organization.

**Section 2. Purpose.** The general purpose is to provide an opportunity for members to meaningfully cooperate with each other and with the City of Tualatin on matters affecting the neighborhoods and the City. A major purpose of the Citizen Involvement Organization ("CIO") is to facilitate citizen participation in land use related matters, consistent with Oregon Statewide Land Use Goal 1. Another major purpose is to promote community and a sense of community. Using best efforts to ensure opportunities for involvement and engagement by all CIO members, the means of accomplishing this purpose shall include but not be limited to:

- A. Provide public forums for the review and evaluation of issues affecting the neighborhood, the CIO, and the City; provide for the education of citizens, groups and government bodies with respect to such issues; and provide for an exchange of views and opinions on such issues;
- B. Provide public forums for CIO members to present their views and provide input to private and public bodies such as City Council, its advisory boards and committees, and other governmental and community bodies on issues having an impact on either the CIO, the City, or the region;
- C. Provide a formalized channel of communication and dissemination of accurate and timely information between the City government, other governmental bodies, and the CIO and the CIO's members;
- D. Provide input to City Council and other governmental bodies on land use and other matters which affect the neighborhoods.

**Section 3. Boundary.** The CIO boundary shall be as indicated on the attached map and the map is hereby incorporated by reference. Tualatin residents living outside the boundaries of any residential CIO may belong to the residential CIO nearest their residence. A request that boundaries be altered shall be voted on at the Annual Meeting, requiring a 2/3 majority vote of the membership present, with that request noticed to the CIO membership at least 14 days prior to the Annual Meeting. If any abutting CIO boundaries are affected, then the affected CIO(s) must approve any request before the CIO votes on the boundary change request. Any request approved by the CIO and any affected CIO(s) then shall be submitted within 20 days of the Annual Meeting to the Citizen Involvement Coordinating Committee ("CICC") Executive Board for consideration and a vote. If the request is approved by the CICC Executive Board, then the request by the CIO and the CICC recommendation shall be submitted to City Council for consideration and final vote. However, the CIO has the right to submit its request directly to City Council. If a boundary alteration is approved by City Council, the boundary and map will be amended and shall become part of the CIO and CICC bylaws.

**ARTICLE II  
MEMBERSHIP**

**Section 1. Eligibility.** The CIO shall not deny membership rights or access to the benefits of the CIO to any individual on the basis of race, color, gender, heritage, national origin, sex, age, disability, sexual orientation, religion, political affiliation, or marital status. Membership shall be open to anyone 16 years of age or older; and

- A. A Tualatin resident within the recognized residential CIO boundaries will belong to the designated residential CIO, including a person who owns or a representative of the owner(s) of rental residential properties designated by the City of Tualatin as residential; or
- B. Membership in the commercial or the manufacturing CIO is open to:
  1. A property owner or a representative of the owner(s) whose commercial or manufacturing property or properties, designated as commercial or manufacturing by the Tualatin planning district in which the property (s) is/are located; or
  2. A person who owns, or one representative of a commercial or manufacturing business or businesses, a commercial or manufacturing business or businesses, designated as commercial or manufacturing by the Tualatin planning district in which the property (s) is/are located ; and has a current business license; or
  3. A representative of a non-profit organization located within the CIO boundaries; determination of membership in the commercial or the manufacturing CIO is generally by the organization's purpose.

3. A representative of a non-profit organization located within the CIO boundaries; determination of membership in the commercial or the manufacturing CIO is generally by the organization's purpose.

**Section 2. Membership Dues.** No dues or fees shall be required.

**Section 3. Voting Rights.** Each member of the CIO present at meetings shall have one vote, as specified in these Bylaws. Voting shall be done in person only. All rights, privileges, and responsibilities of membership, including the right to vote on CIO business, shall accrue to all members. Regardless if a person or persons owns or has ownership interest in multiple properties or businesses in Tualatin, there shall be one vote for one member as defined in Article II, Section 1.

### **ARTICLE III MEMBER MEETINGS**

**Section 1. General Meetings.** The members of the CIO shall hold at least two general meetings each year.

**A. Annual Meeting.** One of the general meetings shall be the Annual Meeting, at which election of officers and other business designated by these bylaws and by the CIO's Executive Board shall occur. The Annual Meeting shall be called and held at a location determined by the Executive Board, but within or near the CIO boundaries. Written or electronic notice shall be provided and/or made available no less than 14 days in advance to all members of the CIO which shall include the date, time, location, and purpose of the Annual Meeting. The Annual Meeting shall be held in the month of April of each year, except for the first year.

**B. General Meetings.** A general meeting or meetings in addition to the Annual Meeting shall be called by the Executive Board and held at least once yearly. Notice of a general meeting shall be given at least 7 days in advance and may be in an electronic or written format, unless the schedule of meetings is noticed on an annual basis. If a "special meeting" is found to be necessary by the Executive Board, reasonable effort will be made to notice by written or electronic means 2 days in advance of the meeting at least those members who attended the most recent general meeting.

**Section 2. Quorum.** A quorum for the first Annual Meeting shall be 20 members present. Before the next general meeting, the minimum numbers of required members present to constitute a quorum at annual, general or emergency meetings shall be determined by the Executive Board, and which may be amended from time to time by the Board. Decisions requiring a vote at annual, general, and emergency meetings shall be made by a majority vote of those members present at such meeting, except for amendments or changes to the Bylaws or CIO boundaries, as per these Bylaws.

**Section 3. General.** All meetings will be open to members and to the public, and generally follow Robert's Rules of Order. Members shall have the right to introduce agenda items; proposed agenda items shall be given the President at least 14 days in advance of a meeting in order to be considered by the President as to whether to be placed on the agenda. Minutes will be taken and made available to the members; and, the minutes shall include a summary of the consensus reached or if a consensus was not reached then the general views of the majority and minority including the approximate numbers of each. Members shall conduct themselves in all meetings in a manner exhibiting common courtesy and fairness.

### **ARTICLE IV EXECUTIVE BOARD, ELECTION, AND MEETINGS**

**Section 1. Officers and Executive Board.** The officers of the CIO shall be a President, Vice President, Secretary, Treasurer, and Land Use Officer. No more than two offices shall be held by a single person at a time. The Executive Board shall consist of the officers and the chairpersons of standing committees. A list of current Executive Board members and contact information shall be kept on file with the City of Tualatin and available to the members. Regardless of the number of offices held by anyone person, each Board member shall have one vote on any issue or matter.

**Section 2. Election and Term of Office.** The officers shall be elected at the Annual Meeting by the membership. All nominees shall be submitted to the members present. Every member present shall be entitled to one vote for each executive board office to be elected. The nominee receiving a majority of the votes cast for each office shall be deemed elected. Each Board member shall hold office until the successor has been duly elected and taken office. In the event

of a vacancy, the vacancy shall be filled by a majority vote of the remaining members of the Executive Board, and the member so elected fills the position until the next annual meeting. Two officers shall be selected by the Executive Board to serve on the Citizen Involvement Coordinating Committee.

**Section 3. Powers and Duties.** The duties of each office are:

- A. President.** Set the agenda and preside at all meetings of the CIO and of the Executive Board; have the authority to speak on behalf of the CIO and the Executive Board; serve as a contact for all written/oral communications from the City regarding CIO matters; perform all the duties of supervision and management as pertains to the office of president; ensure that the organization complies with the requirements of the CIO's Bylaws; and perform those duties as may be designated by the Board. After formation, the President shall be elected in odd numbered years.
- B. Vice President.** Serve in the absence of the President; shall assist the President; serve as the chair of the nominating committee, if required; and perform other duties as designated by the Board. After formation, the Vice President shall be elected in even numbered years.
- C. Secretary.** Shall make best efforts that accurate minutes are taken of each meeting, that attendance registration is kept, that a summary is taken of the consensus reached or the general statements of majority/minority views and numbers of the majority/minority views; ensure that meeting notices are made; maintain and provide current lists of officers and committee chair members' names and contact information and a copy of current bylaws are provided to the City and made available to the membership; ensure minutes of any meeting be made available within a reasonable time after any meeting to the membership and to the City; and perform other duties as designated by the Board. A copy of minutes shall be maintained for no less than 3 years. After formation, the Secretary shall be elected in odd numbered years.
- D. Treasurer.** Shall receive, deposit, disburse, and account for all CIO funds; prepare and present operating statements at each general meeting or as otherwise requested by the Executive Board; present to the Treasurer of the CICC an annual financial report of the grant funding program, and the report shall also be given to a representative of the City; and perform other duties as designated by the Board. After formation, the Treasurer shall be elected in even numbered years.
- E. Land Use Officer.** Shall keep current on land use issues pertinent to the CIO; shall have the authority to speak on behalf of the Executive Board and CIO pertaining to land use issues; shall be a member of the Land Use Committee; shall make available to membership pertinent land use information; and perform other duties as designated by the Board. After formation, the Land Use Officer shall be elected in odd numbered years.

**Section 4. Executive Board Meetings.** The Executive Board has the responsibility to act in the best interest of the CIO but shall not be specifically bound to act according to the desire of a majority of members; and using best efforts that members are generally made aware of pertinent issues and matters which may affect them. Executive Board meetings will be held periodically at such time and place as determined by the Board; however the Board shall hold at least two meetings each year, open to the public, with notice requirements of a general meeting being followed. Robert's Rules of Order will generally be followed. Board decisions requiring a vote shall be decided by affirmative vote of a majority of those voting members present but no vote is valid unless a quorum is present. A quorum for the Executive Board shall be 51% of officers and board members, no fewer than 2 of which shall be officers, except in the initial year when a quorum may be 2 officers.

**ARTICLE V  
COMMITTEES**

**Section 1. Standing Committees.** Committees shall be designated and responsibilities assigned to them by the Executive Board. Each committee shall develop a statement of organization and implementation methods to be approved by the Executive Board. A chair person shall be elected from the committee by a simple majority vote of those in attendance. The Chairperson of any committee shall serve on the Executive Board. Membership on a committee shall be from the CIO membership; however, each Committee shall have at least one Board member on the Committee.

- A. **Community Connection.** This Committee shall be a permanent committee with the primary purpose to engage members in events and issues which build and increase a sense of community. Such activities and events may be, but not limited to, Neighborhood Night Out, emergency preparedness, events which care for and enhance public spaces in the neighborhood, and events which engage citizens interacting with each other. The Committee shall be responsible for the management and implementation of the Grant Funding Program of the CIO, funded by the City or other sources. The Committee shall identify, select, and recommend to the Executive Board for its approval events which are of significant community value to qualify as a Grant Funded Program; selected grant funded programs will be presented to the CICC for its review and comments. The approved program(s) shall then be submitted to the City Council for consideration and funding. The Committee will be composed of no less than 3 positions, and the Chairperson shall serve on the Executive Board.
- B. **Land Use.** This Committee shall be a permanent committee with the primary purpose to engage members in the discussion of and provide timely information to members on land use matters of the City and the region. The Committee shall review such matters as, but not limited to, land use, traffic, development proposals, and zoning, providing a forum for member discussion of issues. The Committee shall keep minutes, making a good faith effort to accurately record a summary of the consensus reached or the general statements of majority/minority views and numbers of each, and record attendance. The Committee will be composed of no less than 3 positions, with the Land Use Officer as one of the committee's members, and the Chairperson shall serve on the Executive Board.

**Section 3. General.** Meetings shall be open to the public and notice requirements of a general meeting shall be followed. All decisions will be decided by a simple majority of those in attendance; the definition of a quorum shall be set before the first committee meeting by the Executive Board and may be amended from time to time by the Executive Board. Committees shall make recommendations on major issues to the Executive Board for approval; however, with specific authorization from the Executive Board, the Committees may have the power to act on behalf of the CIO and its Executive Board. Each Committee should meet at least twice yearly. Members shall conduct themselves in all meetings in a manner exhibiting common courtesy and fairness.

## ARTICLE VI STANDARDS OF RECOGNITION

**Section 1. Recognition.** The CIO shall first submit an application for recognition to the Citizen Involvement Coordinating Committee, if the CICC is formed, and the CICC shall adopt recommendations regarding recognition. The CIO application for recognition and the CICC recommendations shall be, as per the City Ordinance #1328-11, submitted to the City Manager or designee, and then the application for recognition shall be submitted to City Council for final approval and recognition. The CIO shall meet and continue to maintain conformity with the following minimum recognition criteria:

- A. Members shall meet the member eligibility as detailed in Article II, Section 1. A-B of these Bylaws; and,
- B. Members shall hold an initial annual meeting in the first year to adopt the bylaws and elect a minimum of 2 officers; and,
- C. After at least one initial organizational/annual meeting in the first year, the CIO shall thereafter hold at least two general meetings annually, one of which is the annual meeting with election of officers as per these Bylaws; the time, place, and purpose will be well publicized in accordance with these Bylaws throughout the CIO prior to each meeting; and,
- D. Comply with the Bylaws of the CIO and the City of Tualatin Ordinance #1328-11 as part of Tualatin Municipal Code 11-9. The CIO bylaws shall conform to the City of Tualatin Ordinance.

**Section 2. Inactive Organization.** If the CIO does not meet the above minimum criteria and comply with the Bylaws over a reasonable period of time as determined by the Citizen Involvement Coordinating Committee, the CIO shall be deemed to be inactive. To become an active organization after being deemed inactive, application must be made to the CICC which shall review and establish conditions for re-activation and recognition.

**Section 3. Termination of the Organization.** The formal termination of the CIO may be recommended by the Citizen Involvement Coordinating Committee to the City Council for review and action. Such recommendation shall be based on the failure of the CIO to abide by these Bylaws and minimum recognition standards over a reasonable period of time. If the CIO is terminated by City Council, the boundaries may be reconfigured by the City Council.

**ARTICLE VII  
MISCELLANEOUS**

**Section 1. Grievances.** Any member objecting to or challenging any action of an officer, committee, or Executive Board shall provide written notice to the officer or members of the committee and to the Executive Board within 14 days of such action specifying the action objected to or challenged and the grounds for the objection or challenge. The Executive Board shall review the written objection or challenge and shall consider such action or refer the matter to the Citizen Involvement Coordinating Committee if the objection or challenge involves a CIO officer or Executive Board member(s). The decision by either the Executive Board or the Citizen Involvement Coordinating Committee shall be final and binding. A grievance will only be considered if the grievance is an objection or challenge in which a representative of the CIO exceeded the authority granted by these Bylaws or an action was illegal.

**Section 2. Annexed Areas.** When Tualatin annexes new areas into the city limits, that area will become part of the nearest CIO, as determined by the Citizen Involvement Coordinating Committee with agreement of the affected CIOs and approved by City Council. A new boundary will be drawn and an altered map attached to the bylaws.

**Section 3. Nonpartisan.** The CIO shall be nonpartisan and will not support or oppose candidates for public office.

**Section 4. Alternate to Citizen Involvement Coordinating Committee.** The membership may elect an alternate to the Citizen Involvement Coordinating Committee in addition to the two officers designated to the CICC. The alternate may attend the meetings, but is not entitled to vote, unless one of the designated representatives is not present.

**Section 5. Adoption of CIO Name.** At any general meeting the membership may adopt a name for the CIO with notification of such given to the CICC and to a representative of the City. Until a name is adopted, the CIO will be referred to by the number designated on the CIO boundary map, attached.

**Section 6. Notice.** The requirements for notice to all members will be considered met when notice is provided and made available to members by written and/or electronic means, such as but not limited to posting on a CIO website.

**ARTICLE VIII  
AMENDMENTS**

**Section 1. Amendments.** These Bylaws may be amended at the Annual Meeting of the general membership at which a quorum is present by a 2/3<sup>rd</sup> favorable vote of all members present, provided that notice and substance of such an amendment shall have been given to all members of the Executive Board and to the CIO's membership at least 14 days prior to the date on which the amendment is to be considered. If the amendment is approved, the amendment shall be submitted to the Citizen Involvement Coordinating Committee within 20 days for consideration. The decision of the Citizen Involvement Coordinating Committee is final and such decision and justification shall be communicated in writing to the CIO within 5 days of the decision.

**Section 2. Placement.** A current version of the Bylaws shall be kept by the CIO's secretary, by the secretary of the Citizen Involvement Coordinating Committee, provided to the City, and shall be available to the membership.

Approved this date of: November 3, 2011

By:

Jenica A. Givula, President

Jeanne Raibogls, Vice-President

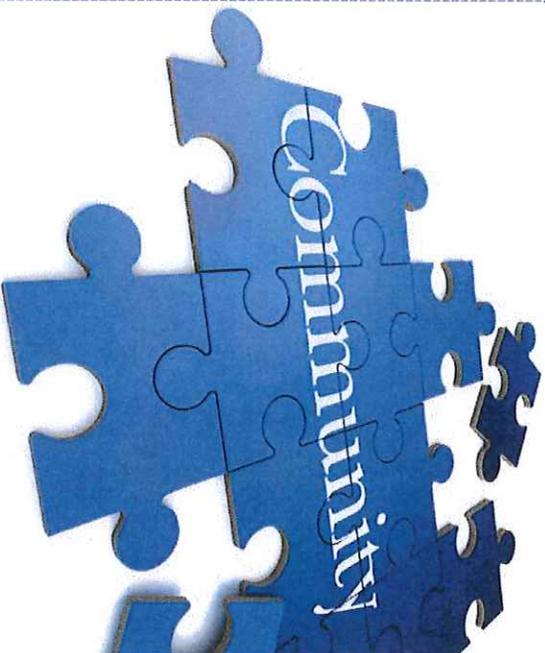
**Citizen Involvement Organization 1  
Officers Elected on October 20, 2011**

Jan Giunta, President

Jeanne Raikoglo, Vice President

Toni Anderson, Secretary

Carla Thaler, Land Use Officer



Tualatin

Citizen Involvement

Organizations

[www.tualatincio.org](http://www.tualatincio.org)

# Recognizing the Formation of

## CIO 1

### November 14, 2011

## Background

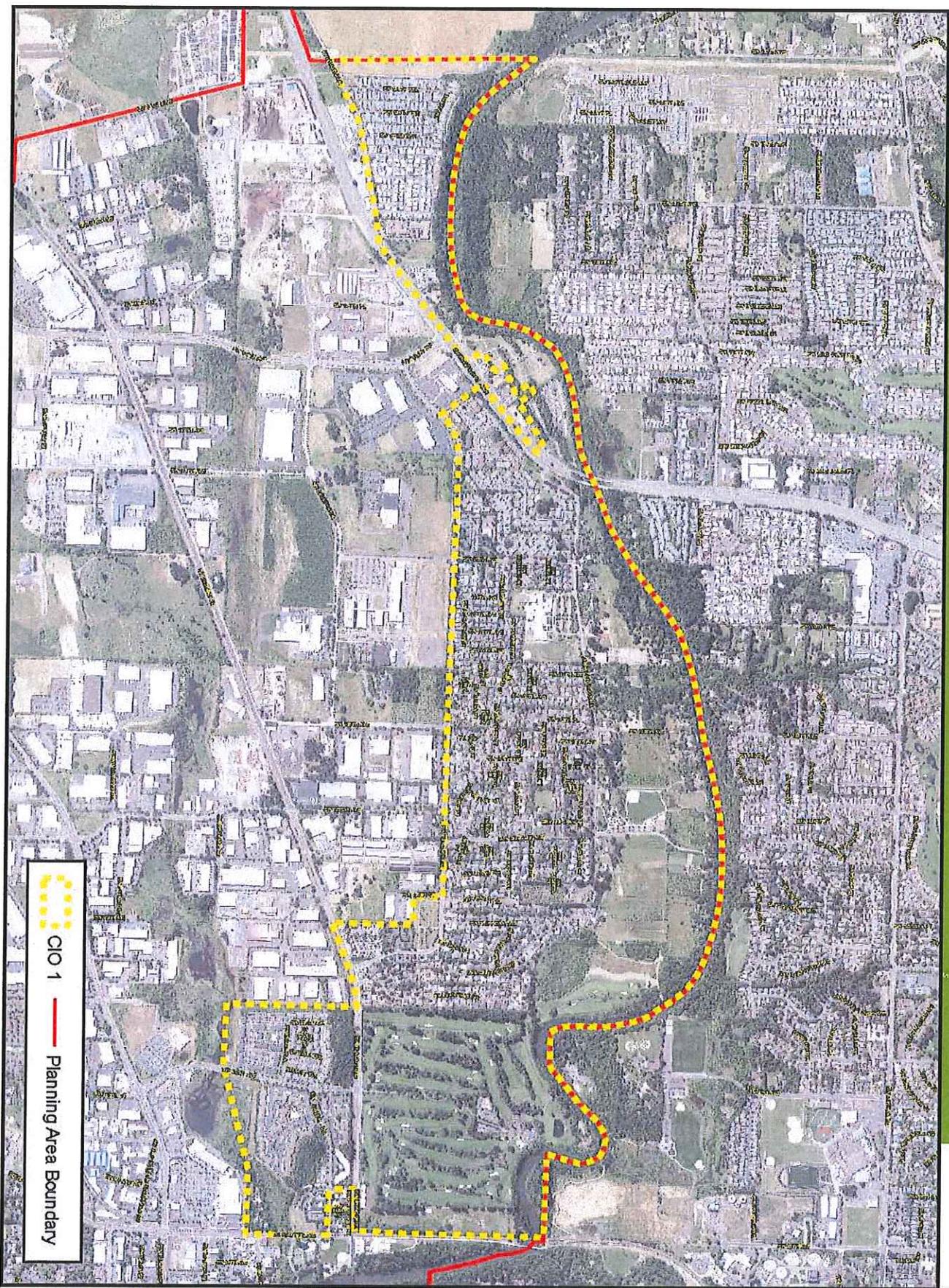
- In July 2011, City Council adopted Chapter 11-9 of the Tualatin Municipal Code
- The Citizen Involvement Organization Program (CIOP) was created
- The CIOP allows for six residential and two business Citizen Involvement Organizations to form



# Citizen Involvement Organization (CIO) 1



RF 1 17 040  
Air Photo: July 2010



 CIO 1

 Planning Area Boundary

# Municipal Code Minimum Requirements

## CIO Code Minimum Requirements

## CIO 1

- |   |  |
|---|--|
| <p>1. The CIO must hold an annual election of officers.</p>   | <p>On October 20, 2011 CIO 1 elected officers.</p>                                 |
| <p>2. All meetings shall be publicized at least seven days in advance of the meeting date, except in case of emergency, in which case at least 24 hours advance notice shall be given.</p>                                    | <p>The adopted bylaws of CIO 1 include this requirement.</p>                       |
| <p>3. A current list of the names and addresses of the officers must be provided to the City.</p>   | <p>This list has been included in the City Council packet materials.</p>           |
| <p>4. After their initial organizational meeting in the first year of recognition, a minimum of two general meetings each year with the time, place and purpose well publicized throughout the CIO prior to each meeting.</p> | <p>The adopted bylaws of CIO 1 include this requirement.</p>                       |
| <p>5. CIOs must provide an executed copy of their current bylaws.</p>   | <p>The adopted bylaws have been included in the City Council packet materials.</p> |



[www.tualatincio.org](http://www.tualatincio.org)

**QUESTIONS?**

**THANK YOU.**





# STAFF REPORT

## CITY OF TUALATIN

APPROVED BY TUALATIN CITY COUNCIL

Date 11-14-11

Recording Secretary M. Small

**TO:** Honorable Mayor and Members of the City Council

**THROUGH:** Sherilyn Lombos, City Manager

**FROM:** Linda Odermott, Paralegal  
Brenda Braden, City Attorney

**DATE:** 11/14/2011

**SUBJECT:** An Ordinance Amending the Sign Code and Amending TDC 31.060, 38.110 & 38.220 (PTA-11-08)

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### ISSUE BEFORE THE COUNCIL:

Council will consider an ordinance approving a plan text amendment affecting TDC 31.060, 38.110 and 38.220 (PTA-11-08).

### RECOMMENDATION:

Staff recommends that Council approve the ordinance.

### EXECUTIVE SUMMARY:

On October 24, 2011 the Council held a public hearing to decide whether to amend the sign code. At the conclusion of the public hearing, the Council approved the plan text amendment by a vote of 6-0 with Councilor Bubenik absent, and directed staff to bring back the ordinance for adoption at the next Council meeting.

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**Attachments:** Ordinance

ORDINANCE NO. 1335-11

AN ORDINANCE AMENDING SIGN REGULATIONS TO ALLOW ADDITIONAL TYPES OF BUILDING SIGNS IN THE CENTRAL DESIGN DISTRICT, MAJOR COMMERCIAL CENTERS AND MULTI-STORY BUILDINGS IN THE CENTRAL AND GENERAL COMMERCIAL PLANNING DISTRICTS; AND AMENDING TDC 31.060, 38.110, & 38.220 (PTA-11-08)

WHEREAS upon the application of Community Development Department, a public hearing was held before the City Council of the City of Tualatin on October 24, 2011, related to a Plan Text Amendment of the TDC; and amending TDC 31.060, 38.110, & 38.220 (PTA-11-08); and

WHEREAS notice of public hearing was given as required under the Tualatin Development Code by publication on in The Times, a newspaper of general circulation within the City, which is evidenced by the Affidavit of Publication marked "Exhibit A," attached and incorporated by this reference; and by posting a copy of the notice in two public and conspicuous places within the City, which is evidenced by the Affidavit of Posting marked "Exhibit B," attached and incorporated by this reference and by mailing a copy of the notice to all landowners in the Downtown/Tualatin Commons Area, which is evidenced by the Affidavit of Mailing marked "Exhibit C," attached and incorporated by this reference; and

WHEREAS the Council conducted a public hearing on October 24, 2011, and heard and considered the testimony and evidence presented by the City staff and those appearing at the public hearing; and

WHEREAS after the conclusion of the public hearing, the Council vote resulted in approval of the application by a vote of [6-0] with Councilor Bubenik absent; and

WHEREAS based upon the evidence and testimony heard and considered by the Council and especially the City staff report dated October 24, 2011, the Council makes and adopts as its Findings of Fact the findings and analysis in the staff report attached as "Exhibit D," which are incorporated by this reference; and

WHEREAS based upon the foregoing Findings of Fact, the City Council finds that it is in the best interest of the residents and inhabitants of the City and the public; the public interest will be served by adopting the amendment at this time; and the amendment conforms with the Tualatin Community Plan; and therefore, the Tualatin Development Code should be amended.

THE CITY OF TUALATIN ORDAINS AS FOLLOWS:

Section 1. The following definitions are added in alphabetical order to amend TDC 31.060 to read as follows:

Small Projecting Sign. A rigid sign hanging from an awning, canopy, marquee or building overhand (shingle-style) or attached to a wall and perpendicular or at an angle to that wall (blade-style).

Sign Band, Primary. The sign band associated with the first floor or ground level floor of a multi-story building.

Wall Sign, Directory-style. A type of wall sign with a taller sign face height and with a capability to list messages for more than one building tenant.

Section 2. TDC 38.110 is amended to read as follows:

(1) Freestanding Monument Sign Provisions.

(a) Monument signs shall be erected on grade or set into a hillside. If the monument sign is supported by a pole, the sign shall extend down to within four inches of grade to cover the pole so that no more than four inches of the pole is visible.

(b) The sign faces of a monument sign shall be parallel or in a "V" shape provided the inside angle of the "V" shall not be more than 90 degrees.

(2) Freestanding Pole Sign Provisions.

(a) Freestanding Pole Sign Supports.

(i) Freestanding pole signs shall be supported by no more than two poles, posts, columns or similar supports. Guy wires and similar stabilization methods are not permitted.

(ii) The poles, posts, columns or similar supports for freestanding pole signs shall be closed to present a round, oval, polygon or similar exterior appearance. Exposed angle-iron supports such as I-beams are not permitted.

(iii) The poles, posts, columns or similar supports for freestanding pole signs may be covered with a pole-cover as a method of improving the appearance of the support(s).

(iv) The total width, including any pole-cover, of the poles, posts, columns or similar supports for freestanding pole signs shall be no wider than 25 percent of the sign face's width.

(v) The poles, posts, columns or similar supports for freestanding pole signs may be illuminated by direct illumination provided the illumination of each support is horizontal around the support and

extends no more than two feet below the bottom or above the top of the sign face and in no case is less than eight feet above grade.

(vi) The poles, posts, columns or similar supports for freestanding pole signs shall be plumb (straight up).

(b) Freestanding Pole Signs.

(i) No portion of a freestanding pole sign shall extend on or over a building.

(ii) The faces of two-sided pole signs shall be parallel to each other.

(3) Wall Sign Provisions.

(a) Sign Bands.

(i) A sign band shall be designated for each building by the building/property owner as part of the first sign permit application for that building after the effective date of this ordinance.

(ii) The sign band shall be located on a wall or awning, or the fascia of a canopy or marquee, or in the space between posts or columns which are directly below with the wall above and in the same vertical line as the wall above. The sign band shall not include windows. The sign band shall be no greater in height from top to bottom than the allowed wall sign height.

(iii) The sign band for existing wall signs with an approved sign permit shall be that portion of the wall where the existing sign is located.

(iv) The sign band shall be located in the same relative position on each elevation; however, the band may reflect architectural elements and grade changes. The band may include, but is not limited to, a continuous horizontal painted band, a continuous horizontal architectural feature, a continuous horizontal band of similar exterior material such as courses of colored or textured brick, or concrete block. The sign band shall not extend above the top of a wall or a parapet. Except as provided in TDC 38.225, sign bands on awnings, canopies and marquees shall not extend above the top of nor below the bottom of the awning, canopy or marquee.

(b) Except for window signs, shingle/blade signs attached to a wall, and wall mounted plaque and directory signs, permanent wall signs shall be erected within the sign band.

(c) Wall signs may be erected on doors, provided the sign band includes the door.

(d) Wall Sign Extensions. Wall signs shall not extend above the top of nor below the bottom of the sign band.

(e) Wall Sign Depth. Wall signs shall not extend out from the wall greater than 1.33 feet (16 inches). Except as provided in TDC 38.225, shingle/blade signs attached to a wall may extend no greater than four feet.

(f) Wall Sign Face Orientation. Wall sign faces shall be parallel to the wall to which they are attached. Except as provided in TDC 38.225, shingle/blade signs attached to a wall shall be perpendicular to the wall to which they are attached.

(4) Shingle Sign, Blade Sign and Small Projecting Sign Provisions. Shingle signs and blade signs may be erected in the Mixed Use Commercial Overlay District subject to TDC 38.225. Shingle Signs, Blade Signs and Small Projecting Signs may be erected in the Central Design District and in Major Commercial Centers and on Multi-story Buildings in the Central and General Commercial Planning Districts subject to TDC 38.220(2)(b, e) and subject to the following limitations after first obtaining a sign permit.

(a) Location: Shingle signs and blade signs and Small Projecting Signs need not be placed within the primary sign band for wall signs. Shingle signs and blade signs and Small Projecting Signs shall be attached to a wall or the underside of an awning, canopy, marquee or building overhang.

(b) Shingle and Small Projecting Signs (Shingle-style) signs attached to the underside of an awning, canopy, marquee or building overhang shall not extend out beyond the outer edge of the element to which they are attached.

(c) Blade signs and Small Projecting Signs (Blade-style) attached to a wall shall be perpendicular to that wall and shall extend no greater than four feet.

~~(e) Number of Sides: No more than two.~~

~~(d) Height of Sign Face: 1.5 feet in the Central Design District.~~

~~(e) Width of Sign Face: Three feet in the Central Design District.~~

~~(f) Sign Face Area: 4.5 square feet in the Central Design District.~~

~~(g) Height of Sign: The distance from the sidewalk or grade up to the bottom of the sign shall be at least eight feet.~~

~~(h) Illumination: Indirect in the Central Design District.~~

~~(di) Guy wires cables and similar stabilization methods are not permitted.~~

(5) Banner Signs. A temporary banner sign may be erected subject to the following limitations and after first obtaining a sign permit.

(a) They shall be allowed for conditional uses in the RL Planning District and permitted and conditional uses in all other planning districts.

(b) One per tax lot may be displayed, or in institutional, commercial and industrial planning districts one per lease space may be displayed by a tenant.

(c) Except as set forth in (g) below, a banner shall be erected on a building wall and secured to prevent it from flapping in the wind.

(d) Except as set forth in (g) below, a banner shall not be erected sooner than 30 calendar days prior to a new business opening.

(e) Except as set forth in (g) below, a banner shall be displayed at least seven days and may be displayed up to 60 days, but the total number of days for all banners displayed on a property shall not exceed 60 days in a calendar year.

(f) Except as set forth in (g) below, the banner shall be no greater than three feet in height from top to bottom and 42 square feet in area.

(g) Public schools are permitted banner signs subject to the following standards. A banner may be erected on a wall, freestanding sign, or monument sign, provided it is secured to prevent it from flapping in the wind. A banner shall not be erected sooner than 60 calendar days prior to the event it advertises. The total display time for all banner signs shall not be longer than 90 calendar days in a school year. A banner shall be no greater than four feet in height from top to bottom and 80 square feet in area.

(6) Banner Signs, Special Event. Special event banner signs may be erected after first obtaining City Council approval. The City Council shall review and determine the size, number, location and other issues related to special event banner signs. The standards applicable to temporary banners do not apply to special event banners. Special event banners shall not cross rights-of-way.

(7) Construction and Public Utility Facility Construction Signs. A temporary sign in association with construction on private property or of public utility facilities may be erected subject to the following limitations and after first obtaining a sign permit.

(a) No more than one construction sign and one public utility facility construction sign, a total of two, may be displayed at a time on a property.

(b) They may be erected no earlier than the day after a building permit and public works construction permit have been applied for and the appropriate fee paid.

(c) They may be displayed only during the period of the construction project and shall be removed no later than 15 days after the issuance of a final occupancy permit for a construction sign, or acceptance by the City of Tualatin or other public agency of the public facility for a public utility facility construction sign.

(d) The sign height shall be no higher than nine feet and the sign face area no greater than 32 square feet.

(8) Directional Signs. Directional signs may be erected subject to the following limitations and after first obtaining a sign permit.

(a) They shall be permanent freestanding pole or monument signs.

(b) They shall be allowed for conditional uses in the RL Planning District and permitted and conditional uses in all other planning districts, except the CN Planning District where they are not allowed.

(c) Location on Site: If they are not 100 percent visually screened from the public right-of-way, they shall be erected at least 30 feet from the public right-of-way. If 100 percent visual screening is provided, they may be within 30 feet of the public right-of-way.

(d) Location as Part of a Fence: They may be affixed to and made part of a fence.

(e) Number: No more than one per aisle or aisle intersection or drive-through lane or drive-through lane intersection.

(f) Number of Sides: No more than two.

(g) Height of Sign: No higher than 2.5 feet.

(h) Sign Face Area: No more than four square feet.

(i) Illumination: Indirect or internal.

(9) Directory Signs. Directory signs may be erected subject to the following limitations and after first obtaining a sign permit.

(a) They shall be permanent wall or freestanding monument signs.

(b) They shall be allowed in the IN, CO, CO/MR, MC, CC, CG, ML, MG and MP Planning Districts. The property the sign is to be located on shall contain at least two buildings with not less than 2,000 square feet of gross floor area each, or the property shall contain at least one building with not less than 3,000 square feet of gross floor area and have no fewer than four tenants.

(c) Location on Site: Wall directories shall be erected on sign bands and monument directories shall be erected at least 60 feet from a public right-of-way.

(d) Location as Part of a Fence: Not permitted.

(e) Number: One per primary public customer doorway to the business.

(f) Number of Sides: No more than one for a wall directory. No more than two for a monument directory, except in the MC Planning District where four are allowed.

(g) Height of Sign: No higher than three feet for a wall directory. No higher than six feet for a monument directory.

(h) Sign Face Area: Wall directories shall be no more than six square feet and monuments shall be no more than 24 square feet, except in the MC Planning District where 30 square feet is allowed.

(i) Illumination: Indirect or internal.

(j) Height of Copy: No higher than two inches, except that 20 per cent of the sign face area may have copy up to five inches. In the MC Planning District all copy may be no higher than four inches, except that 20 per cent of the sign face area may have copy up to five inches. Map size is not restricted by this subsection.

(k) That portion of the sign containing letters two inches in height or less may be a mechanical readerboard.

(10) Entry/Exit Signs. Entry/exit signs may be erected subject to the following limitations and after first obtaining a sign permit.

(a) They shall be permanent freestanding pole or monument signs.

(b) They shall be allowed in the IN, CO, CO/MR, CR, MC, CC, CG, ML, MG and MP Planning Districts or at public schools in any planning district.

(c) Location on Site: They shall be located within 15 feet of the edge of the on-site vehicular driveway. They may be located in the vision clearance area.

(d) Location as Part of a Fence: They may be affixed to and made part of a fence.

(e) Number: One for each vehicular driveway access from a public right-of-way approved through the Architectural Review process. When the vehicular driveway access from a public right-of-way is a joint access serving two or more tax lots

which are under different ownerships, two signs are permitted (one on each side of the driveway) for each joint driveway access approved through the Architectural Review process.

- (f) Number of Sides: No more than two.
- (g) Height of Sign: No higher than 2.5 feet.
- (h) Sign Face Area: No more than four square feet.
- (i) Illumination: Indirect or internal only.

(11) Home Occupation Signs. Home occupation signs may be erected subject to the following limitations without first obtaining a sign permit.

- (a) They shall be erected only on the inside of a window.
- (b) They shall be allowed in a dwelling unit in all planning districts.
- (c) Number: No more than one per dwelling unit.
- (d) Number of Sides: No more than one.
- (e) Height of Sign: No higher than one foot.
- (f) Sign Face Area: No more than one square foot.
- (g) Illumination: Not permitted.

(12) Lawn Signs. Lawn signs may be erected subject to the following limitations without first obtaining a sign permit. The purpose of lawns signs is to allow property owners and real estate agencies to show that a property or building is for sale or rent, and to display political messages.

- (a) For single family, duplex and multi-family uses.
  - (i) They shall be temporary pole or A-frame signs.
  - (ii) Number: On a property being offered for sale, one sign per public street frontage. On properties other than a property being offered for sale, no more than three signs total may be erected. An unlimited number of additional lawn signs may be erected during the period 60 days prior to and extending no more than 12 days after a general, primary or special election.
  - (iii) Number of Sides: No more than two.

(iv) Height of Sign: Temporary pole signs shall be no higher than six feet. Temporary A-frame signs shall be no higher than two feet. Additional lawn signs erected during the election period specified above shall be no higher than three feet.

(v) Sign Face Area: No more than six square feet, but additional lawn signs erected during the election period specified above shall be no more than four square feet.

(vi) Illumination: Not permitted.

(vii) Removal: On a property being offered for sale, they shall be removed within 30 days of sale or transfer of possession, whichever occurs first. Additional lawn signs shall be removed within 12 days after the election.

(viii) Consent: They shall be erected only with the documented consent of the property owner or authorized representative.

(b) For undeveloped residential subdivision lots and undeveloped land in the RL Planning District.

(i) They shall be temporary pole or monument signs.

(ii) Location on Site: On private property.

(iii) Number: One per public street frontage. An unlimited number of additional lawn signs may be erected during the period 60 days prior to and extending no more than 12 days after a general, primary or special election.

(iv) Number of Sides: No more than two.

(v) Height of Sign: No higher than six feet, except additional lawn signs erected during the election period specified above shall be no higher than three feet.

(vi) Sign Face Area: No more than 12 square feet.

(vii) Illumination: Not permitted.

(viii) Consent: They shall be erected with the documented consent of the property owner or authorized representative.

(c) For undeveloped land in multi-family, institutional, commercial and industrial planning districts.

(i) They shall be temporary pole or monument signs.

(ii) Number: On a property being offered for sale, one per public street frontage. An unlimited number of additional lawn signs may be erected during the period 60 days prior to and extending no more than 12 days after a general, primary or special election.

(iii) Number of Sides: No more than two.

(iv) Height of Sign: No higher than 12 feet. Additional lawn signs erected during the election period specified above shall be no higher than three feet.

(v) Sign Face Area: No greater than 64 square feet for properties fronting on arterial or collector streets, and no greater than 32 square feet for properties fronting on local streets. Additional lawn signs erected during the election period specified above shall be no more than four square feet.

(vi) Illumination: Not permitted.

(vii) Consent: They shall be erected with the documented consent of the property owner or authorized representative.

(d) For developed land in institutional, commercial and industrial planning districts.

(i) They shall be temporary pole or monument signs.

(ii) Number: On a property being offered for sale or lease, one per public street frontage. An unlimited number of additional lawn signs may be erected during the period 60 days prior to and extending no more than 12 days after a general, primary or special election.

(iii) Number of Sides: No more than two.

(iv) Height of Sign: No higher than nine feet. Additional lawn signs erected during the election period specified above shall be no higher than three feet.

(v) Sign Face Area: No greater than 32 square feet. Additional lawn signs erected during the election period specified above shall be no more than four square feet.

(vi) Illumination: Not permitted.

(vii) Consent: They shall be erected only with the documented consent of the property owner or authorized representative.

(13) Overhead Door Signs. Overhead door signs may be erected subject to the following limitations after first obtaining a sign permit.

(a) They shall be permanent wall signs.

(b) They shall be allowed for permitted or conditional uses in institutional, commercial, medical center or industrial planning districts.

(c) Location on Building: They shall be erected at the uppermost area of the overhead door opening or on the wall immediately above an overhead door opening provided the top of the sign face is no higher than 1.5 feet above the top of the overhead door opening.

(d) Number: One per overhead door.

(e) Number of Sides: No more than one.

(f) Height Above Grade: The top of the sign face shall be no higher than 1.5 feet above the top of the overhead door opening.

(g) Height of Sign Face: No higher than eight inches.

(h) Area: No more than six square feet.

(i) Illumination: Indirect.

(14) Public Transit Shelter Signs. Public transit shelter signs may be erected subject to the following limitations without obtaining a sign permit.

(a) They shall be window or wall signs.

(b) They shall be allowed in all planning districts.

(c) Location on Building: On the wall or in the window of a public transit shelter.

(d) Number: One per wall not to exceed two walls of a public transit shelter.

(e) Number of Sides: No more than one.

(f) Height Above Grade: No higher than the top of the wall or window.

(g) Height of Sign Face: No higher than two feet.

(h) Area: No greater than two square feet.

(i) Illumination: Not permitted.

(15) Subdivision Identification Signs. Subdivision identification signs may be erected subject to the following limitations and after first obtaining a sign permit.

(a) They shall be permanent monument signs.

(b) They shall be allowed for approved or recorded subdivisions in the RL, RML, ML and MG Planning Districts.

(c) Location on Site: On private property at a subdivision entrance or on a private tract median island within the public right-of-way.

(d) Location as Part of a Fence: Except at a subdivision entrance on a private tract median island within the public right-of-way, the sign may be affixed to and be part of a masonry fence.

(e) Number: One per public street entry into the subdivision.

(f) Number of Sides: No more than two.

(g) Height Above Grade: In the RL and RML Districts, no higher than five feet, unless the sign is at a subdivision entrance on a private tract median island within the public right-of-way, in which case it shall be no higher than 2.5 feet. In the ML and MG Districts, no higher than eight feet.

(h) Width of Sign: There is no standard for signs located outside a median. A sign at a subdivision entrance on a private tract median island within the public right-of-way shall be no wider than 50 percent of the width of the median measured from curb to curb or where there is no curb from edge of pavement to edge of pavement, provided the area limitation below is met, and it shall be centered in the median.

(i) Area: No more than 18 square feet, except in the ML and MG Districts where the area shall be no more than 25 square feet.

(j) Illumination: In the RL and RML Districts, indirect, unless it is located in a median, then no illumination is allowed. In the ML and MG Districts, indirect or internal is allowed.

(k) Separation: In the ML and MG Districts at least 100 feet shall separate Subdivision Identification Signs from all other permanent freestanding signs, except Directional, Directory and Entry/Exit Signs.

(16) Window Signs. Permanent window signs, including but not limited to neon signs, washable paint such as nonwater soluble, and vinyl appliques, shall first obtain a sign permit. Temporary window signs, including but not limited to butcher paper signs, and water soluble paint, may be erected without obtaining a sign permit. Window signs may be erected subject to the following limitations.

(a) They shall be allowed for permitted and conditional uses in commercial or industrial planning districts.

(b) Location on Building: They shall be erected inside a building and located to be seen from the outside through a window.

(c) Number: No limit provided the sign face area standard is met.

(d) Area: No more than 35 percent of the owned or leased window area.

(e) Illumination: Direct or indirect.

(17) Service Station Signs. Service station signs may be erected subject to the following limitations and after first obtaining a sign permit. In those planning districts where service stations are allowed as permitted or conditional uses, service station signs are allowed only in place of and not in addition to, the signs, other than service station signs, allowed in those planning districts.

(a) Monument signs are permitted. Unless the service station is located in a Major Commercial Center (MCC) in the Central or General Commercial Planning Districts where the standards for a monument sign in a MCC apply, TDC 38.110(1), the following standards apply.

(i) Type: Monument Sign.

(ii) Location as Part of a Fence: The sign may be affixed to and made part of a masonry fence.

(iii) Number: One for a single frontage lot. Two for a corner lot with two or more frontages, provided the signs are no less than 300 feet apart from each other. Two for a through lot with two or more frontages, provided only one sign is located on each frontage. When more than one sign is permitted, one may be a monument sign and one may be a pole sign, provided the pole sign complies with (b) below and other regulations applicable to such signs.

(iv) Number of Sides: No more than two.

(v) Height Above Grade: No higher than eight feet.

(vi) Area: No more than 55 square feet. Gas product price signs shall be included in the 55 square foot maximum.

(vii) Illumination: Indirect or internal only.

(viii) Letter, Symbol, Logo Size: Letters, symbols and logos shall be at least one foot high measured from the top of the letter to the bottom of the letter. Numbers may be less than one foot high.

(b) Pole signs are permitted in place of the monument signs allowed in (a) above. Unless the service station is located in a Major Commercial Center (MCC) in the Central or General Commercial Planning Districts where the standards for a pole sign in a MCC apply, TDC 38.110(2), the following standards apply.

(i) Type: Pole Sign.

(ii) Number: One for a single frontage lot. Two for a corner lot with two or more frontages, provided the signs are no less than 300 feet apart from each other. Two for a through lot with two or more frontages, provided only one sign is located on each frontage. When more than one sign is permitted, one may be a monument sign and one may be a pole sign, provided the monument sign complies with (a) above and other applicable regulations.

(iii) Number of Sides: No more than two.

(iv) Height Above Grade: No higher than 15 feet.

(v) Height of Sign Face: No higher than eight feet.

(vi) Area: No more than 48 square feet. Gas product price signs shall be included in the 48 square foot maximums.

(vii) Illumination: Indirect or internal only.

(c) Wall Signs Are Permitted. If used, the following standards apply.

(i) Type: Wall sign.

(ii) Location on Building: On a building wall or canopy fascia or both. No wall sign shall be located on a wall or spanner panel under the canopy roof.

(iii) Number: No more than one sign per building wall or canopy fascia, not to exceed three signs total.

(iv) Number of Sides: No more than one.

(v) Height Above Grade: No higher than the height of the sign band.

(vi) Height of Sign Face: No higher than four feet provided no letter or number (does not include logos) shall be more than two feet high and provided the sign face shall not extend above or below the sign band.

(vii) Area: No more than 24 square feet. Gas product price signs shall be included in the 24 square foot maximum.

(viii) Illumination: Indirect or internal.

(d) Signs are permitted on gas pumps, provided no more than two sides of each pump are used and the signs do not exceed five square feet on each side.

(e) See TDC 38.110(4-16) for additional signage and if used, the standards of TDC 38.110(4-16) apply.

Section 3. TDC 38.220 is amended to read as follows:

(1) Section 38.220 does not apply to the Mixed Use Commercial Overlay District, see Section 38.225. Additional sign types are allowed on Multi-story Buildings, on buildings within a Major Commercial Center, and within the Central Design District. No sign shall be permitted in the CC or CG Planning Districts for permitted and conditional uses except the following:

(a) Monument signs are permitted. If used, the following standards apply:

(i) Number: One for a single frontage lot. Two for a single frontage lot with a minimum of 1.5-2.0 acres in lot area and 500 feet of frontage on one public street, provided the signs are not less than 300 feet apart from each other. Two for a corner lot with two or more frontages, provided the signs are not less than 300 feet apart from each other. Two for a through lot with two or more frontages, provided no more than one sign is on each frontage.

(ii) Number of Sides: No more than two.

(iii) Height Above Grade: No higher than eight feet, except a Major Commercial Center sign may be up to 10 feet.

(iv) Area: No more than 40 square feet, except a Major Commercial Center sign may be up to 55 square feet.

(v) Letter, Symbol, Logo, Size: Letters, symbols and logos shall be at least one foot high measured from the top of the letter/symbol/logo to the bottom of the letter/symbol/logo. Numbers may be less than one foot high.

(vi) Illumination: Subject to Sign Design Review Standards of TDC 38.075, direct, indirect or internal.

(vii) Location: No greater than 30 feet from the frontage property line along the public right-of-way.

(viii) Design: Subject to Sign Design Review Standards of TDC 38.075.

(b) Monument signs in addition to those allowed in TDC 38.220(1)(a) above are permitted for separate buildings in Major Commercial Centers of greater than 3.0 acres. If used, the following standards apply:

(i) Location on Site: At least 150 feet shall separate additional monument signs from each other. At least 100 feet shall separate additional monument signs from the monument and pole signs permitted in TDC 38.220(1)(a) above and 38.220(1)(c) below.

(ii) Number: One per separate building up to a maximum of four buildings.

(iii) Number of Sides: No more than two.

(iv) Height Above Grade: No higher than six feet.

(v) Area: No more than 32 square feet.

(vi) Letter, Symbol, Logo, Size: See TDC 38.220(1)(a)(v).

(vii) Illumination: Subject to Sign Design Review Standards of TDC 38.075, indirect or internal.

(ix) Design: Subject to Sign Design Review Standards of TDC 38.075.

(c) Pole signs are permitted in place of the monument signs allowed in TDC 38.220(1)(a) above, except on an Arterial Street frontage. If used, the following standards apply:

(i) Number: One for a single Collector or Local Street frontage lot. Two for a corner lot with two or more Collector or Local Street frontages, provided the signs are not less than 300 feet apart from each other. Two for a through lot with two or more Collector or Local Street frontages, provided no more than one sign is on each frontage. Notwithstanding the preceding sentences in TDC 38.220(1)(c)(i), a Major Commercial Center is limited to one freestanding pole sign.

(ii) Number of Sides: There is no restriction, except Major Commercial Center Signs are limited to two sides.

(iii) Height Above Grade: No higher than 15 feet, except the Major Commercial Center Sign may be up to 20 feet.

(iv) Height of Sign Face: No higher than eight feet, except the Major Commercial Center Sign may be up to 10 feet.

(v) Area: No more than 48 square feet, except the Major Commercial Center sign may be up to 100 square feet.

(vi) Letter, Symbol, Logo, Size: See TDC 38.220(1)(a)(v).

(vii) Illumination: Subject to Sign Design Review Standards of TDC 38.075, direct, indirect or internal, except the Major Commercial Center sign shall not be direct.

(viii) Mechanical Readerboard: For churches, cinemas and theaters, the sign may be a mechanical readerboard.

(ix) Design. Subject to Sign Design Review Standards of TDC 38.075.

(d) Wall Signs Are Permitted. If used, the following standards apply:

(i) Number: One on each owned or leased wall not to exceed four walls of a building. For walls not oriented toward and not located within 150 feet of the Wetland Protected Area or a Natural Resource Protection Overlay District (NRPO) as shown on Map 72-1, two wall signs are allowed on an owned or leased wall of 4,000-4,999.99 square feet provided the distance between the two signs is greater than 25 feet, and three wall signs on an owned or leased wall equal to or greater than 5,000 square feet.

(ii) Number of Sides: No more than one.

(iii) Height Above Grade: No higher than the height of the sign band on the owned or leased space.

(iv) Height of Sign Face: No higher than four feet provided no letter or number (does not include logos, caricatures, scenes, non-letters and non-numerical symbols) shall be more than two feet when erected on owned or leased walls whose area is less than 4,000 square feet, and no higher than four feet for letters, numbers, logos, caricatures, scenes and symbols when erected on owned or leased walls equal to or greater than 4,000 square feet. If a sign's square footage is less than 1/2 the maximum area allowed, then the height of the sign can be doubled. If the sign height is doubled, the height of any logo, symbols, caricatures or scenes may be up to five feet.

(v) Area: For owned or leased walls whose area is 0 to 400 square feet, a sign area of at least 24 square feet or 10 per cent of the wall area is allowed, whichever is greater. For walls whose area is 400 to 3,999.9 square feet, a sign area of no more than 40 square feet is allowed. For walls not oriented toward and not located within 150 feet of the Wetland Protected Area or a NRPO District as shown on Map 72-1, a total sign area of up to 100 square feet is allowed for a wall 4,000-4,999.9 square feet provided that when two wall signs are erected neither sign is larger than 75 square feet, and for walls equal to or greater than 5,000 square feet, a sign area of up to 150 square feet is allowed.

(vi) Illumination: Direct, indirect or internal.

(vii) Mechanical Readerboard: For churches, cinemas and theaters the sign may be a mechanical readerboard.

~~(viii) In the Central Design District for each owned or leased space and in place of one wall sign, one shingle sign or blade sign may be erected in accordance with TDC 38.110(4).~~

(2) On Multi-story Buildings and on buildings within a Major Commercial Center or within the Central Design District, additional building sign types are permitted subject to the following standards:

(a) Directory-style Wall Signs. One directory-style wall sign may be erected in place of one wall sign allowed in TDC 38.220(1)(d) or a blade or shingle sign allowed in TDC 38.220(2)(b). If used, the following standards apply:

(i) Location: Directory-style wall signs shall be placed within the primary sign band or in place of a 2<sup>nd</sup> Floor Tenant Wall sign as allowed in TDC 38.220(2)(c).

(ii) Number: In place of one wall sign allowed in TDC 38.220(1)(d), one directory-style wall sign.

(iii) Number of Sides: No more than one.

(iv) Height of Sign Face: Directory-style wall signs shall be no higher than eight feet.

(v) Width of Sign Face: Directory-style Wall signs shall not extend greater than 16 inches beyond the building wall.

(vi) Sign Face Area: No more than 32 square feet.

(vii) Illumination: Direct, indirect or internal.

(b) Shingle or Blade Signs. Except for walls that adjoin the Lake of the Commons, for each owned or leased space with ground floor frontage and in place of one wall sign or Directory-style wall sign, one shingle sign or blade sign may be erected. If used, the following standards apply:

(i) Location: Shingle signs and blade signs need not be placed within the tenant wall primary sign band, but shall be located on the tenant wall or wall appurtenances. Blade signs shall be attached to the wall of a building and shingle signs shall be attached to the underside of an awning, canopy, marquee or building overhang.

(ii) Number: In place of one wall sign allowed in TDC 38.220(1)(d), one shingle sign or one blade sign.

(iii) Number of Sides: No more than two sides.

(iv) Height of Sign Face: Shingle signs shall be no higher than three feet. Blade signs shall be no higher than 10 feet.

(v) Width of Sign Face: Shingle signs attached to the underside of an awning, canopy, marquee or building overhang shall not extend out beyond the outer edge of the element to which they are attached. Blade signs shall not extend greater than four feet beyond the building wall.

(vi) Sign Face Area: No more than 24 square feet.

(vii) Height of Sign: The distance from the sidewalk or grade up to the bottom of the sign shall be at least eight feet.

(viii) Illumination: Direct, indirect or internal.

(vii) Blade and shingle signs shall be constructed with three-dimensional letters, numbers and graphic elements.

apply:

(c) 2<sup>nd</sup> Floor Tenant Wall Signs are permitted. If used, the following standards

(i) Number: On a 2-story or more building, one per floor above the first floor with a maximum of two per building wall provided the signs are separated by a minimum of 25 ft. The maximum number of 2<sup>nd</sup> Floor Tenant Wall signs is four on the building.

(ii) Number of Sides: No more than one.

(iii) Height of Sign Face: No higher than three feet provided that no letter or number is higher than two feet. Logos, including logos composed of letters or numbers, may be up to three feet in height.

(iv) Area: No more than 40 square feet.

(v) Illumination: Direct, indirect or halo.

(vi) Location: On the building wall of the building's 2<sup>nd</sup> Floor or above.

(vii) An internally illuminated cabinet sign is not allowed.

(d) Canopy-mounted Building Identification Signs are permitted. If used, the following standards apply:

(i) Number: One per primary entrance of a 2-story or more building, with a maximum of two on the building when separated by two elevations or a minimum of 50 ft. distance measured on the building wall surfaces.

(ii) Number of Sides: No more than one.

(iii) Height of Sign Face: No higher than the height of the canopy fascia. For a canopy with signage on top of the fascia, no more than 16 inches.

(iv) Area: No more than 35 percent of the area of a canopy fascia provided the total canopy signage is no more than 24 square feet. For a canopy with signage on top of the fascia, the area to be used in calculating the 35 percent is the allowed height of the sign, 16 inches, multiplied by the length of the front and sides of the canopy fascia.

(v) Illumination: Direct, indirect or halo.

(vi) Location: The signage shall be on the wall above the primary entrance, on the primary entrance canopy fascia or on top of the canopy fascia

(vii) Signage located on top of a canopy or as a marquee shall not be an internally-illuminated cabinet sign.

(e) Small Projecting Signs (shingle or blade style). For each owned or leased space with ground floor frontage, one small projecting sign may be erected. If used, the following standards apply:

(i) Location: Small Projecting Signs (shingle or blade style) need not be placed within the tenant wall primary sign band. The signs shall be attached to the wall of a building or attached to the underside of an awning, canopy, marquee or building overhang.

(ii) Number: One per ground floor tenant wall.

(iii) Number of Sides: No more than two sides.

(iv) Height of Sign Face: No higher than 1.5 feet.

(v) Width of Sign Face: Three feet.

(vi) Sign Face Area: No more than 4.5 square feet.

(vii) Height of Sign: The distance from the sidewalk or grade up to the bottom of the sign shall be at least eight feet.

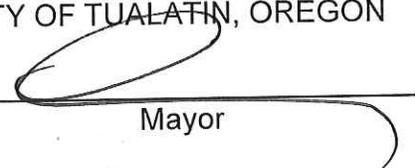
(viii) Illumination: Direct, indirect or internal.

(32) See TDC 38.110(5-17) for additional signage and if used, the standards of TDC 38.110(5-17) apply.

INTRODUCED AND ADOPTED this 14th Day of November, 2011.

CITY OF TUALATIN, OREGON

BY

  
Mayor

ATTEST:

BY

  
City Recorder

APPROVED AS TO LEGAL FORM

  
CITY ATTORNEY

ITEMS REFERRED TO AS EXHIBITS IN THE FOREGOING ORDINANCE ARE ATTACHED TO THE ORIGINAL. THEY HAVE BEEN OMITTED FROM THE COUNCIL PACKET AS A CONSERVATION MEASURE. IF THESE EXHIBITS NEED TO BE EXAMINED, PLEASE CONTACT THE CITY RECORDER.

CITY OF TUALATIN  
RECEIVED  
JUL 13 2011  
ENGINEERING &  
BUILDING DEPARTMENT



6605 SE Lake Road, Portland, OR 97222 • PO Box 22109 Portland OR 97269-2109  
Phone: 503-684-0360 Fax: 503-620-3433  
E-mail: [legals@commnewspapers.com](mailto:legals@commnewspapers.com)

### AFFIDAVIT OF PUBLICATION

State of Oregon, County of Washington, SS  
I, Charlotte Allsop, being the first duly sworn,  
depose and say that I am the Accounting Manager  
of *The Times* (serving Tigard, Tualatin &  
Sherwood), a newspaper of general circulation,  
published at Beaverton, in the aforesaid county  
and state, as defined by ORS 193.010 and  
193.020, that

City of Tualatin  
Notice of Public Hearing/PTA 11-08  
TT11584

A copy of which is hereto annexed, was published  
in the entire issue of said newspaper for  
1

week in the following issue:  
July 07, 2011

*Charlotte Allsop*

Charlotte Allsop (Accounting Manager)  
Subscribed and sworn to before me this  
July 7, 2011.

*Suzette I. Curran*  
NOTARY PUBLIC FOR OREGON  
My commission expires *Nov. 28, 2011*

Acct #108462  
Attn: Ginny Kirby  
City of Tualatin, Engineering and Building  
18880 SW Martinazzi Ave  
Tualatin, OR 97062

Size: 2 x 4.75  
Amount Due: \$85.97\*  
\*Please remit to the address above.



City of Tualatin  
[www.ci.tualatin.or.us](http://www.ci.tualatin.or.us)

#### NOTICE OF HEARING CITY OF TUALATIN, OREGON

NOTICE IS HEREBY GIVEN that a public hearing will be held before the City of Tualatin City Council at 7:00 p.m., Monday, July 25, 2011 at the Council Building, Tualatin City Center, at 18880 SW Martinazzi Avenue, to consider:

**Plan Text Amendment (PTA) 11-08 Amending Sign Regulations to Allow Additional Types of Building Signs in the Downtown/Tualatin Commons Area; and Amending TDC 31.060, 38.110, & 38.220.**

The proposal would amend the Sign Regulations to allow Blade Signs, Shingle Signs, Canopy-Mounted Building Identification Signs and Directory Style Wall Signs on buildings in the Central Design District portion of the Downtown area.

To grant the amendment, Council must find the proposal meets the criteria of Tualatin Development Code 1.032(1-10) relating to the public interest; timeliness; conformity with objectives of the Tualatin Community Plan; consideration of the factors listed in Section 1.032(4); the Tigard-Tualatin School District Facility Plan; the Statewide Planning Goals; the Metro Urban Growth Management Functional Plan; and impact on the transportation system.

You are invited to attend and participate in the public hearing. Failure to raise an issue at the hearing or in writing or to provide sufficient specificity to afford the Council an opportunity to respond to the issue precludes appeal to the Land Use Board of Appeals (LUBA). Copies of the application, all documents and evidence relied upon by the applicant and applicable criteria are available for inspection at no cost and will be provided at reasonable cost. A copy of the staff report will be available at no cost prior to the hearing.

Individuals wishing to comment may do so in writing to the Planning Division prior to the hearing or present written or verbal testimony to the City Council at the hearing. Hearings begin with a staff presentation, followed by testimony by proponents, testimony by opponents, and rebuttal. The time of individual testimony may be limited.

To view the application materials visit [www.ci.tualatin.or.us/landusenotices](http://www.ci.tualatin.or.us/landusenotices). This meeting and any materials being considered can be made accessible upon request. For additional information, contact William Harper at 503-691-3027 or [wharper@ci.tualatin.or.us](mailto:wharper@ci.tualatin.or.us).

CITY OF TUALATIN, OREGON

Publish 07/07/2011.

TT11584

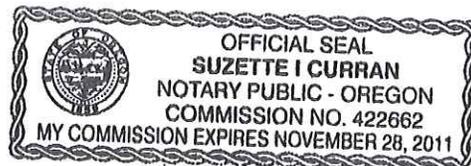


EXHIBIT A



# AFFIDAVIT OF POSTING

STATE OF OREGON )  
 ) SS  
COUNTY OF WASHINGTON )

I, Virginia F Kirby, being first duly sworn, depose and say:

That at the request of Sherilyn Lombos, City Recorder for the City of Tualatin, Oregon; that I posted two copies of the Notice of Hearing on the 7th day of July, 2011, a copy of which Notice is attached hereto; and that I posted said copies in two public and conspicuous places within the City, to wit:

1. City of Tualatin – Council Building
2. City of Tualatin – Development Services Building

Dated this 13<sup>th</sup> day of July, 2011

Virginia F Kirby  
Virginia F. Kirby

Subscribed and sworn to before me this 13<sup>th</sup> day of July, 2011.

Maureen A. Smith  
Notary Public for Oregon

My Commission expires: July 4, 2013



**RE: PLAN TEXT AMENDMENT (PTA) 11-08 AMENDING SIGN REGULATIONS TO ALLOW ADDITIONAL TYPES OF BUILDING SIGNS IN THE DOWNTOWN/ TUALATIN COMMONS AREA; AND AMENDING TDC 31.060, 38,110, AND 38.220**

EXHIBIT B



# City of Tualatin

[www.ci.tualatin.or.us](http://www.ci.tualatin.or.us)

## NOTICE OF HEARING CITY OF TUALATIN, OREGON

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**Plan Text Amendment (PTA) 11-08 Amending Sign Regulations to Allow Additional Types of Building Signs in the Downtown/Tualatin Commons Area; and Amending TDC 31.060, 38.110, & 38.220.**

The proposal would establish amend the Sign Regulations to allow Blade Signs, Shingle Signs, Canopy-Mounted Building Identification Signs and Directory Style Wall Signs on buildings in the Central Design District portion of the Downtown area.

**To grant the amendment**, Council must find the proposal meets the criteria of Tualatin Development Code 1.032(1-10) relating to the public interest; timeliness; conformity with objectives of the Tualatin Community Plan; consideration of the factors listed in Section 1.032(4); the Tigard-Tualatin School District Facility Plan; the Statewide Planning Goals; the Metro Urban Growth Management Functional Plan; and impact on the transportation system.

**You are invited to attend and participate in the public hearing.** Failure to raise an issue at the hearing or in writing or to provide sufficient specificity to afford the Council an opportunity to respond to the issue precludes appeal to the Land Use Board of Appeals (LUBA). Copies of the application, all documents and evidence relied upon by the applicant and applicable criteria are available for inspection at no cost and will be provided at reasonable cost. A copy of the staff report will be available at no cost prior to the hearing.

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**To view the application materials visit [www.ci.tualatin.or.us/landusenotices](http://www.ci.tualatin.or.us/landusenotices).** This meeting and any materials being considered can be made accessible upon request. For additional information, contact William Harper at 503-691-3027 or [wharper@ci.tualatin.or.us](mailto:wharper@ci.tualatin.or.us).

CITY OF TUALATIN, OREGON

NOTICE TO THE TUALATIN TIMES: Please publish on July 7, 2011



## AFFIDAVIT OF MAILING

STATE OF OREGON                    )  
  ) ss  
COUNTY OF WASHINGTON        )

I, Virginia F Kirby, being first duly sworn, depose and say:

That on the 1st day of July, 2011, I served upon the persons shown on Exhibit A, attached hereto and by this reference incorporated herein, a copy of a Notice of Hearing marked Exhibit B, attached hereto and by this reference incorporated herein, by mailing to them a true and correct copy of the original hereof. I further certify that the addresses shown on said Exhibit A are their regular addresses as determined from the books and records of the Washington County and/or Clackamas County Departments of Assessment and Taxation Tax Rolls, and that said envelopes were placed in the United States Mail at Tualatin, Oregon, with postage fully prepared thereon.

July 13, 2011  
Date

Virginia F Kirby  
Signature

SUBSCRIBED AND SWORN to before me this 13th day of July, 2011.

Maureen A Smith  
Notary Public for Oregon



My commission expires: July 4, 2013

RE: PTA-11-08: PLAN TEXT AMENDMENT (PTA) 11-08 TO AMEND SIGN REGULATIONS TO ALLOW ADDITIONAL TYPES OF BUILDING SIGNS IN THE DOWNTOWN/TUALATIN COMMONS AREA; AND AMENDING THE TUALATIN DEVELOPMENT CODE TDC 31.060, 38.110, AND 38.220

EXHIBIT C

**PTA 11-08 Mailing Labels**  
**Notice of Hearing / postcard**  
pg 1 of 2

TUALATIN TWIN CINEMA  
3380 BARRINGTON DR  
WEST LINN OR 97068-3631

HYUN B KOH & BOK SOON  
18855 SW 84<sup>TH</sup> AVE  
TUALATIN OR 97062-9485

ASPEN PLACE LLC  
NORRIS & STEVENS INC  
621 SW MORRISON, STE 800  
PORTLAND OR 97205-3825

DIERINGER'S PROPERTIES INC  
10505 SE 44<sup>TH</sup> AVE  
MILWAUKIE OR 97222-5202

TUALATIN OFFICE BUILDING 1 LLC  
P O BOX 2985  
TUALATIN OR 97062-2985

PREMIER INVESTMENT OPTIONS LLC  
1651 LARCH STREET  
LAKE OSWEGO OR 97034-6027

MEWS II LLC  
BY NORMAL EDER  
8900 SW BECKER DR  
PORTLAND OR 97223-7282

RACHEL & FRANK BLUMENKRON  
BY STEPHENS & ASSOC  
P O BOX 90427  
PORTLAND OR 97290-0427

LEONARD GIONET TRUST  
1502 SW MONTGOMERY  
PORTLAND OR 97201

JONATHAN CRANE  
19413 SW BOONES FERRY RD  
TUALATIN OR 97062

AMCO TUALATIN LLC  
BY WYSE INVESTMENT SERVS CO  
1501 SW TAYLOR ST, SUITE 10  
PORTLAND OR 97205-1941

OREGON EVERGREEN & HOLLY  
RICK A EVANS  
23544 SW GAGE RD  
WILSONVILLE OR 97070-9721

PEGGY HWANG REVOC LIVING TRUST  
BY PEGGY HWANG TRUST  
P O BOX 12198  
PALM DESERT CA 92255-2198

MARTINAZZI BLDG LLC  
P O BOX 721  
TUALATIN OR 97062-0721

CENTURY HOTEL LLC  
4601 NE 78<sup>TH</sup> ST, SUITE 130  
VANCOUVER WA 98665-2906

ROBINSON CROSSING LLC  
SENECA PLAZA LLC  
3380 BARRINGTON DR  
WEST LINN OR 97068-3631

SOFT TOUCH DENTISTRY PC  
BY DANNY SADAKAH  
1301 NE BROADWAY  
PORTLAND OR 97232-1235

HARVEY CLARK & DAVID A EMAMI  
CLARK LUMBER  
3380 BARRINGTON DR  
WEST LINN OR 97068-3631

RESOURCES NORTHWEST INC  
8415 SW SENECA, #210  
TUALATIN OR 97062-6403

WELLS FARGO BANK NA  
BY DELOITTE TAX LLP  
P O BOX 2609  
CARLSBAD CA 92018-2609

W M B INVESTMENT CO  
C/O WILLIAM M BECKMAN  
6795 SW 111<sup>TH</sup>  
BEAVERTON OR 97008-5335

STANLEY ERICKSON  
C/O CHATEAU BAKWELL LLC  
18735 SW BOONES FERRY RD  
TUALATIN OR 97062-8487

WINONA GRANGE 271  
BY REO BACON, SECRETARY  
7735 SW NORSA HALL RD  
TUALATIN OR 97062-9606

PARDUE PROPERTIES 1 LLC  
LEONARD C PARDUE JR  
3511 SW IOWA ST  
PORTLAND OR 97221-3412

DAVID L BRAMAN  
18847 SW 84<sup>TH</sup> AVE  
TUALATIN OR 97062-9414

KIM IL WOOD & SUNG SOOK  
12012 SE WILLIAM OTTY TD  
HAPPY VALLEY OR 97086-9757

COPPER MOUNTAIN TRUST CORP  
BY QUEST PROP MGMT  
1 SW COLUMBIA ST, #435  
PORTLAND OR 97258-2036

CLARK H KILHEFNER  
P O BOX 888  
TUALATIN OR 97062-0888

JANET D JORDAN  
18789 SW BOONES FERRY RD, STE #4  
TUALATIN OR 97062-8412

IAN PHAM  
1105 SE 122<sup>ND</sup> AVE  
PORTLAND OR 97233-1111

HO SON & TRAN HA  
19905 SW 58<sup>TH</sup> TERRACE  
TUALATIN OR 97062-6844

**PTA 11-08 Mailing Labels**  
**Notice of Hearing / postcard**  
pg 2 of 2

CANDACE L PETERSON  
18795 SW BOONES FERRY RD, #1  
TUALATIN OR 97062-8412

GARY T BRASHEAR  
8175 SW SENECA ST  
TUALATIN OR 97062-8416

PATRICIA & RANDALL RIDGLEY  
10625 SE HILLCREST DR  
PORTLAND OR 97266

ELED LLC  
145050 SW BELL RD  
SHERWOOD OR 97140-8412

DEBORAH M KLEIN  
17681 CRESTLINE DR  
LAKE OSWEGO OR 97034-6210

SUSAN E MORLAN  
6510 SE 32<sup>ND</sup> AVE  
PORTLAND OR 97202-8510

ROBERT & SUZANNE BELL  
22605 PINEHURST DR  
SHERWOOD OR 97140-6807

LARENE OLSON REVOC TRUST  
BY LARENE OLSON TRUST  
8135 SW SENECA ST  
TUALATIN OR 97062-8416

JAMES E DAVISON  
8145 SE SENECA ST, #4  
TUALATIN OR 97062-8416

JAMES DAVISON  
8147 SW SENECA ST  
TUALATIN OR 97062-8416



**NOTICE OF HEARING AND OPPORTUNITY TO COMMENT**  
**CITY OF TUALATIN, OREGON**

A public hearing will be held before the Tualatin City Council:

**Monday, July 25, 2011**  
**7:00 p.m.**  
**Council Building**  
**18880 SW Martinazzi Ave**  
**Tualatin, OR 97062**

To consider:

**Plan Text Amendment (PTA) 11-08 To Amend Sign Regulations to Allow Additional Types of Building Signs in the Downtown/Tualatin Commons Area; and Amending the Tualatin Development Code TDC 31.060, 38.110, & 38.220.**

The proposal would amend the Sign Regulations to allow **Blade Signs, Shingle Signs, Canopy-Mounted Building Identification Signs and Directory Style Wall Signs** on buildings in the **Central Design District portion of the Downtown area**. Currently only wall signs that are attached flush to a building wall are allowed in the downtown area, except for small blade or shingle style signs allowed in place of a wall sign are allowed in the Central Design District.

To grant the amendment, Council must find the proposal meets the criteria of Tualatin Development Code 1.032(1-10) relating to the public interest; timeliness; conformity with objectives of the Tualatin Community Plan; consideration of the factors listed in Section 1.032(4); the Tigard-Tualatin School District Facility Plan; the Statewide Planning Goals; the Metro Urban Growth Management Functional Plan; and impact on the transportation system.

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CITY OF TUALATIN, OREGON

## ATTACHMENT C

### PTA-11-08: ANALYSIS AND FINDINGS

The approval criteria of the Tualatin Development Code (TDC) 1.032 must be met if the proposed PTA is to be granted. The Plan Amendment criteria are addressed below.

#### **A. Granting the amendment is in the public interest.**

The proposed Building Sign Program Version II amendment to the Tualatin Development Code (TDC) Chapter 38 Sign Regulations and related sections of TDC 31.060 Definitions adds provisions to the Sign Code to allow Blade Signs, Shingle Signs, Canopy-Mounted Building Identification Signs, Directory-style Wall Signs, 2<sup>nd</sup> Floor Tenant Wall Signs and Small Projecting Signs in the Central Design District portion of the CC (Central Commercial) Planning District, in Major Commercial Centers and on Multi-story buildings in the Central and General (CG) Commercial Planning Districts.

The public interest is to:

- 1) Allow types of signage that adequately identify commercial buildings and business tenants in the downtown area with consideration to the Design Objectives of the Central Design District, the architecture of multi-story and pedestrian-oriented development in the downtown and the needs of larger commercial centers with multiple tenants;
- 2) Retain the attractive visual appearance of the community and the downtown and commercial areas by setting specific standards for the number, location, design and size of building signs in the Central Design District, Major Commercial Centers and multi-story buildings in the Central (CC) and General (CG) Commercial Planning Districts;
- 3) Have sign code provisions appropriate for multi-story, multi-tenant and pedestrian oriented buildings in the downtown and other commercial areas;
- 4) Retain elements of existing wall sign standards that control tenant sign location on a building wall (the "sign band" restriction) in order to avoid unattractive and ineffective sign clutter caused when signs are dispersed anywhere on a building wall.

Public Interest #1. The existing Tualatin sign regulations limit building signage to wall signs in the CC and CG (General Commercial) Planning District. Other types of signs that can be attached to a building in other ways such as blade signs (perpendicular to the wall), shingle signs (suspended from a building feature such as a canopy or overhang), canopy/marquee signs (mounted on the canopy or marquee) are not allowed in the CC and CG Planning Districts, except for small blade or shingle style signs allowed in the Tualatin Commons and Central Design District (Attachment F). Wall signs are attached flush to a building wall and are typically horizontally-oriented (left to right), best suited for single-level "strip center" buildings that are typically separated from the public street with surface parking areas and have uninterrupted wall surfaces facing the parking lot or street.

EXHIBIT **D**

Attachment C  
Analysis and Findings

The architecture of multi-story/multi-tenant buildings in the pedestrian-oriented development of the Tualatin Commons/downtown area and in other larger developments of the Central (CC) and General (CG) Commercial Planning Districts does not always provide wall surfaces that are suitable for a wall sign in respect to the design of the building and from the perspective of the building's commercial tenants. The Design Objectives for the Central Design District (TDC 73.610) encourage building designs that utilize more complex and diverse features and materials and an orientation to the public street and sidewalk. Existing and newer buildings in the Central Design District as well as Major Commercial Centers and multi-story commercial buildings exhibit varied wall surfaces at the street level, extensive use of storefront windows, higher floor-ceiling modules (up to 14 ft to second floor), use of canopies and overhangs and use of architectural detail or ornamentation. Each of the architectural features listed are encouraged by the Design Objectives and a more pedestrian oriented downtown design, but relatively unsuitable for flush or raceway mounted wall signs. Owners and tenants of the multi-story buildings that are located adjacent to the public sidewalk have expressed their desire to locate and design building signs that would provide better visibility for commercial customers compared to wall signs.

The proposed Building Sign Program Version II amendment would allow options for other types of building signs that are more suitable for the multi-story/multi-tenant buildings in the Downtown area and other larger commercial developments. It would apply to both the Tualatin Commons/Central Design District of downtown where guidelines encouraging multi-level, mixed use, pedestrian oriented and architecturally complex development is in place and for buildings in Major Commercial Centers and multi-story buildings in the Central (CC) and General (CG) Planning Districts. The additional sign types proposed in the Version I Building Sign Program include (See Attachments D & F):

- Blade Signs (in place of one wall sign)
- Shingle Signs (in place of one wall sign)
- Canopy-mounted Building Identification Signs (one per multi-level building)
- Directory-style Wall Signs (in place of one wall sign)

The four different types of signs proposed will provide a building owner or commercial tenant options for displaying signs that is most appropriate for them given the design of the building exterior walls associated with the individual tenant space or building entrance. For example, a building such as the 3-story Robinson II multi-tenant Building has lower level retail space entrances and walls in a covered entry walk that is recessed 8 ft. from the sidewalk edge and face of the building's colonnade and upper floors. Wall signs on the tenant spaces would not be visible from the public street or sidewalk due to the zero-setback to the sidewalk, the wall configuration and recessed entries. A blade or shingle sign is a very suitable option to display a ground floor tenant's message on the downtown-style of building.

The Version II amendment expands the Version I sign provisions to Major Commercial Centers (3 acre site and larger with 2 or more large buildings) and multi-story buildings in Central (CC) and General (CG) Commercial Planning Districts, adding provisions for

2<sup>nd</sup> Floor tenant wall signs and an additional projecting sign for individual ground floor tenants.

Allowing the proposed building sign options in the Central Design District, in Major Commercial Centers and multi-story buildings in CC and CG Planning Districts will provide more suitable signage for tenants of the multi-story, more architecturally complex buildings and development in the downtown area and meets Public Interest #1.

Public Interest #2, #3 & #4. The Version II amendment provides standards for the number, position/location, dimensions and face area of the proposed additional building signs in the Central Design District and Major Commercial Centers and multi-story buildings in the CC and CG Planning Districts [Attachment A, 38.220(1)(d) & (2)(a-e)]. The proposed Version II standards would allow a Blade, Shingle or Directory-style Wall Signs on the primary sign band in place of one tenant wall sign, canopy-mounted building identification signs (multi-story building primary entrance), 2<sup>nd</sup> Floor Tenant Wall signs (Up to two per multi-story building elevation, four per building) and an additional small projecting sign (in addition to a ground floor tenant wall sign) with the dimensional standards described in Attachment D.

- The proposed **blade, shingle or Directory-Style wall signs are in place of** (not in addition to) a tenant wall sign and have a smaller maximum sign face area allowed.
- The **canopy-mounted building identification sign, the Version II 2<sup>nd</sup> Floor Tenant Wall Signs and small Projecting Tenant Signs are in addition to** existing and proposed building wall signs.
- The number of signs allowed on a building could increase by up to two canopy-mounted signs, four 2<sup>nd</sup> floor tenant wall signs and small projecting tenant signs (one per ground-floor tenant).
- The proposed maximum sign face area for the blade, shingle, Directory-style sign types is **8-16 square feet less** than the maximum 40 square feet allowed for a tenant wall sign. (Attachment D)

The proposed Canopy-Mounted Building Identification Sign would be a new sign type in the downtown area and would not be restricted to replacing a wall sign. One per multi-story building primary entrance (up to two per building) would be allowed with similar standards to a building identification sign allowed on larger two-story buildings in the Commercial Office (CO) Planning District. (Attachment D & F)

The proposed 2<sup>nd</sup> Floor Tenant Wall sign would be allowed on multi-story buildings with restrictions on the number (one per 2 floor and above up to 2 per elevation maximum and 4 per building), size (3 foot face height, 40 sq. ft. maximum) and on internally illuminated "cabinet" style signs. (Attachment D & F)

The proposed small Projecting blade or shingle style sign is based on the small sign allowed in the Central Design District and one would be allowed for each ground floor tenant of a multi-story building or in a Major Commercial Center. (Attachments D & F)

The proposed standards for building signs are intended to continue the limitations on building signage intended to create a consistent and attractive look in the City's commercial areas and retain reasonable limits on the number, size and location of building signs to avoid a cluttered and distracting commercial environment. The provisions allowing building identification signs and 2<sup>nd</sup> Floor tenant wall signs on a multi-story building and small projecting signs in addition to tenant building signs each have a smaller maximum sign area than allowed for the current wall signs and represent new signage that is consistent and in scale with higher intensity (multiple tenants, mixed uses, multi-story buildings), pedestrian- oriented commercial development.

The standards are intended to allow for types of signage that are more compatible with the design of multi-story buildings in the downtown and larger commercial areas of Tualatin, both in terms of development design for multiple tenants, mixed use and a desired pedestrian orientation. It also recognizes the need for effective and attractive identification for the business tenants in the downtown buildings that may not be available with wall signs alone.

The proposed building sign standards help insure an attractive appearance for building signage in the downtown area and are appropriate for multi-level, multi-tenant, pedestrian- oriented commercial developments. Public Interest #2 and #3 are satisfied.

The existing wall sign standards that control tenant sign location on a building wall (the "sign band" restriction) are retained. The sign location standards are designed to avoid unattractive and ineffective sign clutter caused when there is no basic standard for locating wall or building signs on a multi-level building wall. There is no consistency if building signs are dispersed anywhere on a building wall and each tenant wall eligible for a wall sign of some type. The proposed standards satisfy Public Interest #4.

Granting the amendment is in the public interest. Criterion "A" is met.

**B. The public interest is best protected by granting the amendment at this time.**

The proposed sign code amendments respond to the new and soon to be completed development projects in the Central Design District as well as a resurgence in new tenant leasing in existing major commercial centers and multi-story buildings. New or prospective tenants of the downtown buildings and in centers such as Nyberg Woods and The Pointe at Bridgeport are demanding adequate signage to identify their business investment and the building owners have spoken up about the need for building sign options that will be available as new tenants come on line. An example of new construction in the downtown area is the Robinson II Building that is expected to be completed in early 2012 and where leasing activity has already begun.

If adopted at this time, the proposed amendment would allow the building sign options for building owners and tenants in the downtown area that are more effective as well as more attractive in the pedestrian oriented setting of the Central Design District and

apply as well to Major Commercial Centers and multi-story buildings in Central and General Commercial Planning Districts.

The public interest is best protected by granting the amendment at this time.

Criterion "B" is met.

**C. The proposed amendment is in conformity with the applicable objectives of the Tualatin Community Plan.**

TDC Chapter 38 is City of Tualatin's Sign regulations that are intended to implement the Sign Objectives of TDC Chapter 20, ensure orderly signage and establish reasonable regulations for sign design (TDC 38.030). The applicable objectives of the Tualatin Community Plan are presented below.

**TDC 20.030(2): "Protect the public health, safety and welfare."** The proposed amendment will provide specific standards for building signs in the Central Design District, Major Commercial Centers and multi story buildings to ensure the public health, safety and welfare is protected. The proposed amendments limit the number, location, and size of building signs to avoid distraction and be compatible with the mix of commercial and residential and public uses of the Lake of the Commons area and the larger commercial centers. The proposed amendments conform to TDC 20.030(2).

**TDC 20.030 Objectives (6) "Protect and enhance the visual appearance of the City as a place to live, work, recreate, visit and drive through." (7) "Protect and enhance the quality streetscapes, architecture, landscaping and urban character in Tualatin."**

The proposed amendment will protect the appearance of the City and quality streetscapes, landscaping and urban character by allowing appropriate signage for larger commercial development and multi-story buildings in the downtown and other commercial areas, with limits on the number, location and size of building signage. The standards are consistent with the pedestrian orientation of private and public development in the downtown and in newer development.

The proposed amendments will better inform the public of the location and service of businesses located in the downtown area or in the larger and multi-story commercial developments.

The proposed amendment conforms to TDC 20.030(6-7).

**TDC 20.030 Objectives "(10) Ensure the number, height and dimensions of signs allowed adequately identifies a business or use and does not result in sign clutter."**

The proposed amendment will allow one wall, blade, shingle or Directory-style wall sign for a tenant wall with limitations on location, sign face height, sign face area. The existing CC and CG Planning District wall sign standards allow a building tenant a wall sign with 4 ft. sign height and up to 40 sq. ft. sign face area. The proposed provisions

for blade and shingle signs require the sign be associated with the tenant wall and the directory-style wall sign be positioned in the primary sign band. The provisions reduce the sign face area allowed of the proposed building sign options (reduced from the 40 square foot tenant wall sign maximum) while improving the visibility of the sign to the public. The proposed building identification sign helps multi-story building owners and their tenants by adding a sign type intended to name the building without taking away from an individual tenant wall sign. The canopy sign and the building directory wall sign provisions will assist upper floor tenants that do not have a sidewalk level entry and may not be eligible for a tenant wall sign due to sign band restrictions.

The Version II provisions add 2<sup>nd</sup> Floor tenant wall sign to accommodate the identification needs of upper floor tenants of multi-story buildings while limiting the size and number of the wall signs to avoid one for each small upstairs tenant, remain in scale to a larger building and to avoid a cluttered appearance on a building. The Version II Small Projecting Signs are very limited in height and size and on larger buildings or centers will not promote a cluttered appearance.

With the building sign standards proposed, the number, height and dimensions of building signs will adequately identify a commercial tenant in a consistent and effective manner. The proposed standards limit the type, location and size of signs that will avoid a cluttered appearance. The proposed amendment conforms to TDC 20.030(10).

The proposed amendments conform to the applicable objectives of the Tualatin Community Plan.

Criterion "C" is met.

**D. The factors listed in Section 1.032(4) were consciously considered:**

**The various characteristics of areas in the City.**

The characteristics of the area of the City affected by this amendment are the commercial and public developments around the Lake of the Commons, within the Central Design District in the downtown area of Tualatin and in the Central and General Commercial Planning Districts. The Central Design District includes a mix of retail, restaurant, office, public open space and multi-family residential uses. The Major Commercial Centers and larger multi-story buildings have similar characteristics.

The proposed amendment is intended to allow a additional building sign types to provide a more effective and attractive way of identifying commercial tenants in the downtown and larger centers. The proposed amendment is intended to avoid increasing the amount of signage while providing reasonable options for building owners and tenants.

**The suitability of the area for particular land uses and improvements.**

The downtown area of Tualatin is designed to mix commercial, residential and public uses in a diverse and business-stimulating way. Signage is especially important to the commercial uses that need to attract their customers from the public streets and ways

while the public spaces are to an extent supported by the commercial activity and services nearby.

**Trends in land improvement and development.**

The proposed sign amendments are related to the design intentions of the Tualatin Commons and Central Design District that encourages the trend in multi-story, multi-tenant commercial development with a downtown, pedestrian-oriented emphasis. This type of development creates different needs and constraints than the traditional strip center retail concepts which cannot adequately be addressed with wall signs. An example is the Bridgeport Village development where the integration of commercial tenants in a private pedestrian “village” has gone beyond just wall signs for building signage with success for businesses as well as benefits for the public. This is also true in the larger commercial centers such as Nyberg Woods, the Pointe at Bridgeport, Martinazzi Square and Hedges Greene Retail Center.

**Property values.**

The proposed amendment will allow additional sign types on buildings in the downtown and other commercial areas. There is no evidence that this will have a negative effect on property values.

**The needs of economic enterprises and the future development of the area.**

The proposed sign amendments will add to the options for commercial development and business tenants in the downtown area. This will contribute to the interest and feasibility of future development or redevelopment in the downtown area.

**Needed right-of-way and access for and to particular sites in the area.**

The proposed sign amendment does not affect right of way and access.

**Natural resources of the City and the protection and conservation of said resources.**

Not applicable because the proposed sign regulation amendments do not impact or alter natural resources associated with a development.

**Prospective requirements for the development of natural resources in the City.**

Not applicable because proposed sign regulation amendment does not impact or alter natural resources associated with a development.

**The public need for healthful, safe, aesthetic surroundings and conditions.**

The purpose of the proposed amendment is to provide more effective signage on the multi-story, pedestrian oriented commercial developments in the downtown area and commercial centers. A primary consideration in developing standards for this type of signage is to retain the high quality of design for the Lake of the Commons area and the

surrounding Central Design District. It is also important for larger, multiple tenant commercial developments. The standards proposed will avoid creating sign clutter and control signage on buildings that would be incompatible with the Lake of the Commons area and the larger multiple tenant, multi-story commercial developments. The result is intended to retain the aesthetic surroundings and conditions in the City.

**Proof of a change in a neighborhood or area.**

Does not apply to revisions to the sign standards. While development and redevelopment are occurring in the commercial areas, there is no evidence of significant change in the uses or kinds of development allowed in the downtown and commercial areas that would be relevant to the proposed amendment.

**A mistake in the plan map or text.**

None is alleged.

The factors listed in Section 1.032(4) were consciously considered.

Criterion "D" is met.

**E. The criteria in the Tigard-Tualatin School District Facility Plan were considered.**

The criteria in the Facility Plan were considered and found to not be applicable to this amendment regarding signs because adoption will not harm or conflict with existing school sites and does not represent a constraint or conflict with land available for future school sites.

**F. Oregon Statewide Planning Goals**

Of the 14 Statewide Goals, each of the goals were considered and found to not be applicable to this amendment regarding signs.

**G. Metro's Urban Growth Management Functional Plan (UGMFP).**

The UGMFP was considered and found to not be applicable to this amendment regarding signs.

**H. (Criterion 8) Granting the amendment is consistent with Level of Service F for the p.m. peak hour and E for the one-half hour before and after the p.m. peak hour for the Town Center 2040 Design Type (TDC Map 9-4), and E/E for the rest of the 2040 Design Types in the City's Planning Area.**

Criterion 8 was considered and found to not be applicable to this amendment regarding signs because it does not have any impact on Level of Service on transportation facilities.