



**TUALATIN CITY COUNCIL
AND
TUALATIN DEVELOPMENT COMMISSION**
Monday, April 26, 2010

City Council Chambers
18880 SW Martinazzi Avenue, Tualatin, Oregon

WORK SESSION begins at 5:00 p.m.

REGULAR MEETING begins at 7:00 p.m.

Mayor Lou Ogden

**Council President Chris Barhyte
Councilor Monique Beikman
Councilor Joelle Davis**

**Councilor Jay Harris
Councilor Donna Maddux
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 world wide web at www.ci.tualatin.or.us, at the Library located at 18878 SW Martinazzi Avenue, and are also on file in the Office of the City Manager for public inspection. Any person who has any 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.

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

- SEE ATTACHED AGENDA -

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. The Mayor opens the public hearing and identifies the subject.
2. A staff member presents the staff report.
3. Public testimony is taken.
4. The Council then asks questions of staff, the applicant or any member of the public who testified.
5. When the 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, 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. The Mayor opens the public hearing and identifies the case to be considered.
2. A staff member presents the staff report to the Council.
3. Public testimony is taken:
 - a) In support of the application
 - b) In opposition or neutral
4. The Council then asks questions of staff, the applicant or any member of the public who testified.
5. When the 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 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)* the employment of personnel; *ORS 192.660(2)(b)* the 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 92.660(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.



A. CALL TO ORDER
Pledge of Allegiance

- B. PRESENTATIONS, ANNOUNCEMENTS, SPECIAL REPORTS** Page No.
1. Tualatin Tomorrow Presentation Key Focus Area – *Growth, Housing, and Town Center*.....
 2. Proclamation Declaring the Month of May 2010 as “*National Historic Preservation Month*” in the City of Tualatin.....
 3. Prescription Discount Card Program Update.....

C. CITIZEN COMMENTS
This section of the agenda allows citizens to address the Commission 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 (Item Nos. 1 – 3)** Page No.
- The Consent Agenda will be enacted with one vote. The Mayor will first ask the 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 “Items Removed from the Consent Agenda.” The entire Consent Agenda, with the exception of items removed to be discussed under “Items Removed from the Consent Agenda,” is then voted upon by roll call under one motion.*
2. Approval of the Work Session and Meeting Minutes of March 22, 2010.....
 2. Authorize Concession Agreement with Alder Creek Canoe and Kayak for Provision
of Canoe and Kayak Livery Services at Brown’s Ferry Park
 3. Resolution No. 4972-10 Awarding the Bid for the 2010/2011 Pavement Maintenance.....
Schedule

- E. PUBLIC HEARINGS – Legislative or Other** Page No.
1. Public Hearing on an Ordinance Considering a Substantial Amendment to the
Urban Renewal Plan for the Tualatin Central Urban Renewal Project,
Increasing the Maximum Indebtedness and Adding Projects to Address
Blight; and Amending TDC 30.010 and TDC Map 9-3 (PTA-09-10)

- F. PUBLIC HEARINGS – Quasi-Judicial**
1. Public Hearing to Consider a Resolution for a Conditional Use Permit for an.....
Outdoor Pet Day Care in the General Commercial (CG) Planning District at
17650 SW Lower Boones Ferry Road (Tax Map 21E18BC, Tax Lot 1400)
(CUP-10-01)
[CONTINUED to June 28, 2010]

G. GENERAL BUSINESS (*Item Nos. 1*)

Page No.

1. Tualatin Library Advisory Committee Annual Report.....

H. 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.

I. COMMUNICATIONS FROM COUNCILORS

J. EXECUTIVE SESSION

K. ADJOURNMENT



Growth Housing and Town Center

Year in Review

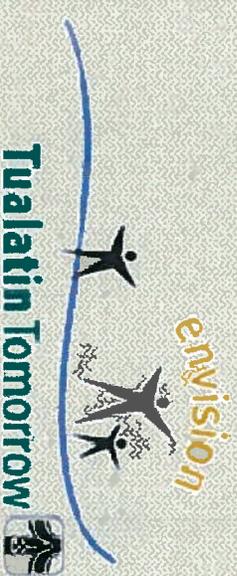
TT Involvement in Growth Housing and Town Center in Long Term Goals

- ▶ **Town Center Plan**
 - ▶ Main Street Workshop
 - ▶ Open Houses Urban Renewal
 - ▶ Various Community Meetings
- ▶ **Urban/Rural Reserves Process**
 - ▶ Metro Regional Reserves Steering Committee
 - ▶ County Reserves Coordinating Committee
- ▶ **Public Transportation Forum**

Tualatin Farmers Market Created in Tualatin Town Center



- ▶ 2010 Inaugural Season
- ▶ Fridays 4-8 pm
- ▶ June 25 through September 24
- ▶ Tualatinfarmersmarket.com



Farmers, Customers and Volunteers visit TualatinFarmersMarket.Com



- Home
- Our Market
- Map
- Concerts
- For Vendors
- Contact
- Volunteers
- About

Welcome to the Tualatin Farmers Market!

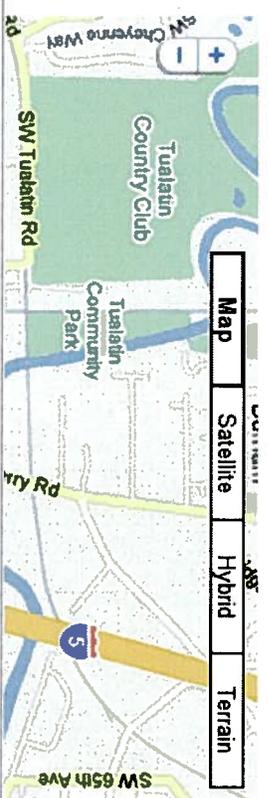
Market!

Our season will begin June 25, 2010.

We look forward to seeing you Friday

Nights on the Tualatin Commons!

Breaking News: Read about us in the [Tualatin Life Newspaper](#).



Search

Market Hours and Schedule

Fridays 4-8PM

Tualatin Commons

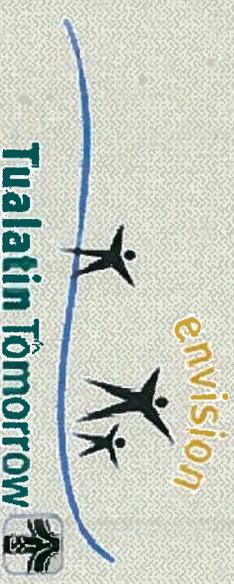
June 25 - September 24

Platinum Sponsor



Annual Open House - May 11 at 5:30 pm – Juanita Pohl Ctr

- ▶ Open House Format - Stop by the tables that interest you
- ▶ Engage community volunteers, partners and leaders to find out more information about our community
- ▶ **Timely Topics Discussions**
 - ▶ Grande Tour de Parks
 - ▶ Tualatin Farmers Market
 - ▶ Tualatin Town Center



Proclamation

Proclamation Declaring the Month of May 2010 as "National Historic Preservation Month" in the City of Tualatin

WHEREAS historic preservation is an effective tool for managing growth and sustainable development, revitalizing neighborhoods, fostering local pride and maintaining community character while enhancing livability; and

WHEREAS historic preservation is relevant for communities across the nation, urban, suburban, and rural, and for Americans of all ages, all walks of life and all ethnic backgrounds; and

WHEREAS it is important to celebrate the role of history in our lives and the contributions made by dedicated individuals in helping to preserve the tangible aspects of the heritage that has shaped us as a people; and

WHEREAS Oregon Statewide Planning Goal 5 is to conserve scenic and historic areas and open spaces; and

WHEREAS "Old is the New Green" is the theme for National Preservation Month 2010, sponsored by the National Trust for Historic Preservation.

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

Section 1. May 2010 is proclaimed as National Historic Preservation Month in the City of Tualatin.

Section 2. Tualatin residents are urged to acquaint themselves with the historic resources listed in Tualatin Development Code (TDC) Section 68.040 that represent Tualatin's past and the issues involved in preserving them and to aid the Tualatin Historical Society.

INTRODUCED AND ADOPTED this 26th day of April, 2010.

CITY OF TUALATIN, OREGON

BY _____

Mayor

ATTEST:

BY _____

City Recorder

National League of Cities Discount Prescription Card Program

April 26, 2010
Council Update



What is the program?

- Program officially launched in October 2009.
- Provides a discount card, through CVS Caremark, sponsored by the National League of Cities.
- Residents without prescription medication coverage may use the card to receive a discount on the retail price of prescription medications.
- No cost to the citizen or the City of Tualatin.



Who is eligible?

- Tualatin residents without insurance or a traditional pharmacy benefit plan, or have prescriptions not covered by insurance.
- No restrictions:
 - Not income-level dependent.
 - No age restrictions.
 - No limits on the number of times the card is used.



Where to get cards

- **City locations:**
 - Main Reception
 - Tualatin Library
 - Tualatin PD
 - Community Services Admin Offices
 - Juanita Pohl Center
 - Tualatin Heritage Center
 - Tualatin Schoolhouse Food Pantry
 - Tigard-Tualatin Resource Center
- **Local Pharmacies:**
 - Hagen, Tualatin
 - Fred Meyer, Tualatin
 - Kmart, Tualatin
 - Walgreens, SW Boones Ferry Rd.
 - Safeway, Lower Boones Ferry Rd, Tualatin
 - Target, SW Heather Place, Wilsonville
 - Target, SW T-S Rd, Sherwood
 - Albertson's, SW Tualatin-Sherwood Rd, Sherwood

Usage to Date

Month	Total Rxs	Price Savings	Avg. Price Savings %	Price Savings	Total Utilizers
SEPTEMBER 2009	2	\$ 16.99	\$ 8.50	7.0%	2
OCTOBER 2009	20	\$ 112.48	\$ 5.62	11.5%	9
NOVEMBER 2009	7	\$ 29.12	\$ 4.16	9.4%	6
DECEMBER 2009	11	\$ 183.31	\$ 16.66	15.4%	9
JANUARY 2010	6	\$ 32.73	\$ 5.46	11.4%	5
FEBRUARY 2010	18	\$ 123.62	\$ 6.87	16.4%	13
MARCH 2010	19	\$ 242.07	\$ 12.74	19.5%	10
Total	83	\$ 740.32	\$ 8.92	14.8%	54





CITY COUNCIL SIGN-UP SHEET

DATE: April 26, 2010

PLEASE COMPLETE TO GIVE TESTIMONY

LIMIT TESTIMONY TO THREE MINUTES

(PLEASE PRINT CLEARLY)					Agenda Item(s) or Citizen Comments
Name	Address	E-mail	Representing		
1. Arne Nyberg	17400 SW Chapman Walden	arnunskull@verizon	Nyberg Family Partnership		
2. Delores Shurtado Wendy Shurtado	17400 SW Chapman 8685 SW Chandler Dr.	shurtado@ nevernet.com	No. Walden Friends		
3. Linda Melick	18791 SW Northmezi	linda@haldetruck.com			
4. George Vignoles	18230 SW Shawnee Trail	Vignoles2@yahoo.com	Self		
5. Jan G. Wirth	17655 SW Shawnee Trail	jan.g.wirth@gmail.com			
6. Anna	10235 SW Futrol	DAVIDAN831@yahoo.com	SELF		
7. Beth Rod	22382 SW CSTF Road		Tree Of Tender		
8. STEVE SCHOPP	10475 SW HELENBUS	STEVESCHOPP@aol.com			

9. Kathy Newcomb 17515 SW Chapman Way
Kathynewcomb@adl.com
Citizen
Partnership



CITY COUNCIL SIGN-UP SHEET

DATE:

4/26/10

PLEASE COMPLETE TO GIVE TESTIMONY

LIMIT TESTIMONY TO THREE MINUTES

	(PLEASE PRINT CLEARLY) Name	Address	E-mail	Representing	Agenda Item(s) or Citizen Comments
1.	Larry Harvey	8600 SW 54th Ave	harvey@paweston.com	TLC for T Areas	
2.	Richard Dreyfus	21103 Angells dr			
3.					
4.					
5.					
6.					
7.					
8.					



... business and community working together

Submitted by Linda
Moholt at 4/26/10
Council meeting. Item#
E-1 (PTA-09-10)

Mayor Lou Ogden, President Chris Barhyte, Councilor Ed Truax, Councilor, Monique Beikman,
Councilor Jay Harris, Councilor Donna Maddux, Councilor Joelle Davis
City of Tualatin
18880 SW Martinazzi Ave.
Tualatin, OR. 97062
April 26, 2010

Dear Mayor Lou Ogden and City Councilors,

The Tualatin Chamber of Commerce Board of Directors at the urging of our Government Affairs Council has voted unanimously to support the City of Tualatin's continuation of the CURD funding efforts at the "not to exceed 20%" level as recommended by City Staff. The Chamber believes that CURD is a vital funding tool for improving the economic vitality and transportation flow of the downtown area.

Previously, the Chamber had unanimously supported continuation of the larger \$120 million proposal. Since the 75% approval needed from the overlapping districts was not secured, we now urge you to adopt the "not to exceed 20%" option as a way to move forward with funding. This option gives the City of Tualatin the authority to adopt the district under the recently passed HB 3056 during the 2009 legislative session. We believe that CURD is critical to continuing the revitalization of our downtown and to making it viable for traffic to move more readily through and around the downtown. People will not shop or locate businesses where traffic is an impediment.

As a part of the smaller CURD package, we support funding first those projects that directly affect the widening, building or enhancing of roads including construction of water, sewer, storm drainage systems, and streetscape enhancements to match streetscapes in the central downtown core area. We urge that these projects be designed and constructed as expeditiously as possible and that any project to improve traffic and the visual landscape of the downtown area receive the highest priority.

In addition, the Tualatin Chamber of Commerce encourages the Council to reinstate efforts with Wilsonville, Sherwood and other appropriate governmental bodies to expedite development of a Southern Arterial, which is the best answer to improve the regional flow of traffic and our economic vitality. It's time for regional solutions, rather than Tualatin continuing to take the burden of transportation enhancements that benefit the entire region.

Sincerely,

Linda Moholt, CEO

P.O. Box 701
Tualatin, OR 97062
18791 SW Martinazzi Ave.

Phone: 503/692-0780
Fax: 503/692-6955
info@tualatinchamber.com
www.tualatinchamber.com

Mayor Lou Ogden, President Chris Barhyte, Councilor Monique Beikman, Councilor Ed Truax, Councilor Jay Harris, Councilor Donna Maddux, Councilor Joelle Davis
City of Tualatin
18880 SW Martinazzi Ave.
Tualatin, OR. 97062
April 26th, 2010

Dear Mayor Lou and Tualatin City Councilors,

As past president of the Tualatin Chamber and a current member of the Tualatin GAC, I voted (in an unanimous vote) to support the City's efforts to adopt the "not to exceed 20%" amount based upon staff recommendations and to move forward with the critical work that must be done on this policy issue. The City has the legal authority to adopt this proposal under the new law recently passed in HB 3056 during the 2009 legislative session.

- I don't believe that laypersons are equipped to determine the methodology and calculations for the total amount of funding under the "not to exceed 20%" amount. We should rely of staff professionals to determine what is appropriate and within the bounds of state law.
- I call upon city staff and the Special Districts Association (SDAO) to discuss that amount and for staff and Council to expeditiously move forward in supporting the amount they believe is legally defensible under state law and most appropriate in light of those discussions with SDAO.
- We believe extension of the CURD is critical to continuing the revitalization of our downtown and to making it viable for traffic to move more readily through and around the downtown. People will not shop or locate businesses where traffic is an impediment.
- I urge that these projects be designed and constructed as expeditiously as possible, certainly in the lower range of the 3-7 year time horizon discussed by the Council and staff to date. Progress in our downtown to abate traffic and improve the visual landscape must continue without abatement.
- I urge the Council to reinitiate efforts with Wilsonville, Sherwood and other appropriate governmental bodies to expedite development of an I99-I5 connector, which is the best answer to improving regional traffic flow and economic vitality. It's time for regional solutions, rather than Tualatin continuing to take the burden of transportation enhancements that benefit the region.
- I urge that these projects be designed and constructed as expeditiously as possible, certainly in the lower range of the 3-7 year time horizon discussed by the Council and staff to date. Progress in our downtown to abate traffic and improve the visual landscape must continue without abatement.

Respectfully submitted,

Cheryl Dorman, Tualatin Chamber Board Member

Mayor Lou Ogden, President Chris Barhyte, Councilor Monique Beikman,
Councilor Ed Truax, Councilor Jay Harris, Councilor Donna Maddux, Councilor
Joelle Davis
City of Tualatin
18880 SW Martinazzi Ave.
Tualatin, OR. 97062
April 26th, 2010

Dear Mayor Lou and Tualatin City Councilors,

- I support continuation of the CURD as a vital measure for improving economic vitality and transportation flow downtown. I urge you to adopt tonight the "not to exceed 20% increase" allowed without approval by other parties at the funding levels determined by professional staff
- I don't believe that laypersons are equipped to determine the methodology and calculations for the total amount of funding under the "not to exceed 20%" amount. We should rely of staff professionals to determine what is appropriate and within the bounds of state law.
- I call upon city staff and the Special Districts Association (SDAO) to discuss that amount and for staff and Council to expeditiously move forward in supporting the amount they believe is legally defensible under state law and most appropriate in light of those discussions with SDAO.
- The City has made an effort to seek concurrence on larger funding amounts without universal success. It's time to move forward with funding the "less than 20%" amount with simple notification of other parties, not seeking their concurrence - as allowed by state law.
- Tualatin received approval of the larger \$120 million proposal from 66% of the overlapping districts. At this point, we are talking about some figure between SDAO's estimate of \$7.8 million and staff estimates of \$18.3 million, a far lesser amount - involving projects in the heart of our downtown with no physical impact on other taking district property. We have a right and obligation to move forward on this smaller package.
- We believe extension of the CURD is critical to continuing the revitalization of our downtown and to making it viable for traffic to move more readily through and around the downtown. People will not shop or locate businesses where traffic is an impediment.
- As part of the smaller CURD package:
 - I support building the Boones Ferry Rd widening from SW Martinazzi to the SW Upper/Lower Boones Ferry intersection.
 - I support the East Commons project which would widen SW Martinazzi to accommodate bike lanes and streetscape enhancements on SW Martinazzi, SW Nyberg and SW Seneca
 - I support the Eastside downtown project (Kmart area) which would involve construction of new roadways with water, sewer,

- storm drainage systems, and streetscape enhancements to match streetscapes in the central downtown area.
- As a lesser priority, I support the Commons landmark structure at the Lake as a means of completing the vision of the Commons to include a notable landmark.
 - I urge that these projects be designed and constructed as expeditiously as possible, certainly in the lower range of the 3-7 year time horizon discussed by the Council and staff to date. Progress in our downtown to abate traffic and improve the visual landscape must continue without abatement.
 - Because of widespread opposition to the Northern Extension from volunteer groups like the Tualatin Planning Advisory Commission, the Urban Renewal Advisory Committee, the Tualatin Development Commission, Tualatin Tomorrow, and a number of local residents, we urge the Council to pass a resolution stating its unanimous opposition to funding this project. While one can debate the merits of this project, the bottom line is that it has served to drag down the viability of the remaining projects in the CURD and the CURD as a whole.
 - I urge the Council to reinstate efforts with Wilsonville, Sherwood and other appropriate governmental bodies to expedite development of an I99-15 connector, which is the best answer to improving regional traffic flow and economic vitality. It's time for regional solutions, rather than Tualatin continuing to take the burden of transportation enhancements that benefit the region.

Paul Sivley
Member, GAC
Tualatin Planning Advisory Commission
Tualatin Budget Committee

Linda Moholt

From: Larry Harvey [harvey@pacwestcom.com]
Sent: Monday, April 26, 2010 12:37 PM
To: Lou.ogden@juno.com; chris@mustardpeople.com; etruax@royalaa.com; Jay@H-Mc.com; maddux01@verizon.net; smbeikman@verizon.net; joelle.d.davis@gmail.com
Cc: Christine Moore; Terri D. Ward CPA, CFP; Linda Moholt; Lombos Sherilyn (slombos@ci.tualatin.or.us); 'Doug Rux'
Subject: [SPAM] SUPPORT FOR URBAN RENEWAL

Dear Mayor and City Councilors:

It is my understanding that you will have an opportunity to give final consideration as to how the City will manage its urban renewal district at tonight's Council meeting. I appreciate this issue has been arduous and, at times, even contentious. However, I urge you not to lose sight of the economic necessity inherent to maintaining the City's urban renewal options and the role the district plays regarding the vitality of our business community.

As you may know, the Tualatin Chamber of Commerce Board of Directors, at the urging of its government affairs committee, has voted to unanimously support the City's efforts to adopt the "not to exceed 20%" amount based upon staff recommendations and to move forward with the critical work that must be done on this policy issue. The City has the legal authority to adopt this proposal under the new law recently passed in HB 3056 during the 2009 legislative session. Even those who may be opposed to the City's original proposal will have to agree this revised proposal is not only legal but an acceptable step forward as was agreed to during negotiations of the legislation.

As a former members of the City's Urban Renewal Advisory Committee, I understand how imperative it is for the City to make use of every tool available to maintain its economic flexibility. With the projected population growth in this region, it becomes even more critical that employment opportunities be available in the same areas where residential expansion will occur. Adoption of the proposed urban renewal proposal is both logical and practical. It might even be suggested that it is the responsibility of all our regional leaders to adopt policies such as this proposal in order to meet other guidelines and standards we are coming upon, both environmentally and in the area of transportation planning.

I appreciate your service and commitment to the community and, as the co-chair of the Tualatin Chamber's Government Affairs Committee, want you to understand the business community stands with you in making this decision and will support you as you move forward. Thank you for your consideration and I look forward to working with you all as we implement this policy for the better of Tualatin.

Larry D. Harvey

Pac/West

8600 SW St. Helens Drive, Suite 100

Wilsonville, OR 97070

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fax: 503-685-9405

cell: 503-781-4028

e-mail: harvey@pacwestcom.com

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Linda Moholt

From: Terri D. Ward CPA, CFP [terri@terriwardcpa.com]
Sent: Monday, April 26, 2010 12:04 PM
To: lou.ogden@juno.com; Jay@H-Mc.com; smbeikman@verizon.net; maddux01@verizon.net; etruax@royalaa.com; chris@mustardpeople.com; joelle.d.davis@gmail.com; slombos@ci.tualatin.or.us
Cc: Linda Moholt; 'Larry Harvey'; 'Christine Moore'
Subject: CURB

I had hoped to attend the council meeting tonight to support the chamber's position on CURB, but will not be in attendance.

I understand there are citizen groups in opposition and possible political ramifications, but I believe CURB is vital to the development of Tualatin and urge you to drop the Northern Extension project (at least for now and as part of this issue) and to adopt the "not to exceed 20% increase".

Without Urban Renewal Tualatin would be a much different place today and we should continue to strive for making it even better for the resident citizens and businesses.

Kindest regards,
Terri Ward

Submitted by Jan Giunta
at 4/26/10 Council meeting.
Item # E-1 (PTA-09-10)

City of Tualatin Presentation

First, I want to especially thank Doug Rux and Sherilyn Lombos for answering all my questions over this last weekend. I never expected them to respond on their off-time, but they did-more than once. I really appreciate them. Also, both the Mayor and Councilor Barhyte did as well. Thanks you guys.

Well, it seems a lifetime ago when I first began attending the Council meetings regarding the Urban Renewal Plan Substantial Amendment and the issue of the northern arterial. But it was just a couple of months ago. How the landscape has changed in these 2 months. The City has announced their intention to drop the \$120M Substantial Amendment and have announced their intention to withdraw project 10731 (the northern arterial) from the Metro transportation plan.

But we still have several significant issues which remain to be addressed. I am concerned tonight with the alternative to the \$120M Substantial Amendment-the 20% option. As I now understand it, the 20% option is still considered a substantial amendment, so even though I would love the Council to vote tonight **not** to proceed with the \$120M amendment, I now understand that is not possible given the notice periods and the remaining time before the June 30th deadline.

Based upon Council discussion on April 12th, the general feeling was to concentrate on the 4 projects under the current central urban renewal plan which have not been completed. And to explore whether the 20% option is feasible and what is the best interest of Tualatin. We all know what these 4 projects are after Mr. Rux's presentation.

There are two questions, two criteria, which my guide my comments tonight. These are:

The first criteria or question is: what is the completion time for each of the projects considering the corresponding loss of revenue by the various taxing districts? Many of the citizens here tonight are concerned how long a project will take to complete and how much the taxing district will have to give up in revenue. On this first criterion alone, two of the 4 projects can be eliminated. Both the Boones Ferry and the Eastside Downtown can be eliminated. These 2 projects have long lead times and uncertain dates for completion resulting in unacceptable loss of revenue to the taxing districts. These are worthwhile projects and will need to be done at some point, but given the present considerations, it is not the time and these need to be delayed to a future date.

The second criterion: what is the commercial cost/benefit ratio of a particular project? We are in a tough economy and money needs to be spent wisely and prudently. Questions such as does a project help to bring jobs or increase business, does a project help to maintain and preserve present infrastructure, etc?

The Commons Bell Tower project should-in these economic times- be examined by the standard of commercial viability. I firmly and fervently believe that it does not provide a justifiable commercial benefit in relation to the dollar cost. Not only will it cost about

3
\$1.7M to construct, the lost revenue to just two of the taxing districts, City of Tualatin and the Firefighters is about \$900,000 for the expected 18 month construction period. So the real cost of this project is about \$2.5M for what is really a piece of art. That cost may be acceptable if there were an economic or commercial return but it will not materially increase business nor bring enough additional foot traffic to justify its costs. Lastly, the Tower's footprint will take valuable space from an already too small public area. An area which is nearly completely filled with people and children during the community events held there.

The final project is the East Commons. I have considered this at some length. I supported the project just days ago when I thought the cost could be between \$2.5 and \$2.7M and could be completed in about 18 months. However, the scope has increased and the project cost is now over \$5M and could take 2 or 3 years to complete. If this project could be scaled down and still meet acceptable transportation and commercial goals, **then I would still support it.** However, under the present scope, the expected project costs of over \$5M, and the project duration of 2-3 years, I reluctantly can not support this project.

So what now? Given the state of the economy, the potentially looming budget deficits for all government entities, and the many deferred projects on the list of my own city, Tualatin, I ask the Council and the Development Commission to vote on May 10th **NOT** to approve any substantial amendment and close the Central Urban Renewal District.

Sherilyn Lombos has said herself that because of the Urban Renewal District, Tualatin has a substantial list of deferred projects. Additionally, by ending this District, the opportunity arises for a fresh look as to what the citizens would like completed in their community. By the closing of the Central District and Leviton district, I understand that the City would begin receiving annually into the general fund, and additional \$800,000. That is serious money which can be put to very good use.

Thank you



STAFF REPORT

CITY OF TUALATIN

APPROVED BY TUALATIN CITY COUNCIL

Date 4-26-10

Recording Secretary [Signature]

TO: Honorable Mayor and Members of the City Council

FROM: Sherilyn Lombos, City Manager

DATE: April 12, 2010

SUBJECT: APPROVAL OF THE MINUTES FOR THE WORK SESSION AND MEETING OF MARCH 22, 2010

ISSUE BEFORE THE COUNCIL:

The issue before the Council is to approve the Work Session and Meeting minutes of March 22, 2010.

RECOMMENDATION:

Staff respectfully recommends that the Council adopt the attached minutes.

FINANCIAL IMPLICATIONS:

There are no financial impacts associated with this item.

Attachments: A. Minutes



City of Tualatin

www.ci.tualatin.or.us

APPROVED BY TUALATIN CITY COUNCIL

Date 4-26-10

Recording Secretary [Signature]

TUALATIN CITY COUNCIL WORK SESSION MINUTES OF MARCH 22, 2010

PRESENT: Mayor Lou Ogden; Councilors Monique Beikman, Joelle Davis, Jay Harris, Donna Maddux and Ed Truax; Sherilyn Lombos, City Manager; Brenda Braden, City Attorney; Doug Rux, Community Development Director; Mike McKillip, City Engineer; Don Hudson, Finance Director; Paul Hennon, Community Services Director; Kent Barker, Police Chief; Kathy Kaatz, Acting Operations Director; Abigail Elder, Library Manager; Carina Christensen, Assistant to the City Manager; Eric Underwood, Development Coordinator; Cindy Hahn, Assistant Planner; Maureen Smith, Recording Secretary

ABSENT: Council President Chris Barhyte* [** denotes excused*]

A. CALL TO ORDER

Mayor Ogden called the work session to order at 5:33 p.m.

Council reviewed the Consent Agenda with no changes.

B. PRESENTATIONS, ANNOUNCEMENTS, SPECIAL REPORTS

1. Evaluation of Land Use Application Fees

City Manager Sherilyn Lombos began discussion. Policy considerations for Council to consider is which methodology would be best for updating land use applications fees, inflation (CPI), cost recovery, and comparatives to other cities.

Assistant Planner Cindy Hahn presented information and reviewed the attachments indicating fees that are proposed to be changed. The first two attachments refer to land use application fees of eight other Oregon cities, the current City fee schedule for land use applications, and Attachment C, which is two years of tracked data indicating hours for labor and materials of the different land use applications.

Assistant Planner Hahn continued review of the information presented and explained how the process works. Staff can attend various meetings that are required to be able to process an application, and review of a minor architectural review application can take from one to three hours. Staff is proposing a new "minor architectural review fee and a new pre-application fee to be included in the fee schedule. A surcharge to cover long range planning is not being addressed, and Community Development Director Doug Rux said during these economic times it was prudent not to at this time. Lake Oswego is the only other one agency staff found with a surcharge in place.

Discussion followed on the current fee schedule and whether this is the right time to make a number of changes in the current economic climate. Cost recovery issues were also discussed and the surcharge. Also reviewed was the CPI Index and staff time involved in processing applications.

Community Development Director Rux summarized Council's discussion to keep the current fee schedule, except add the "Minor" Architectural Review fee, and Pre-Application fee, and during the next fee rotation schedule in 2012 take a look at the surcharge issue.

It was mentioned that between now and 2012 something could change and it was suggested revisiting the fee schedule again next year. A resolution with the minor additions to the fee schedule will be on the April 12, 2010 Council agenda.

2. *Central Urban Renewal District Update*

City Manager Lombos said there has been a notable amount of activity regarding urban renewal modeling scenarios on revenue sharing options with the overlapping taxing districts while retaining enough bonding capacity to do the projects in the plan.

Community Development Director Rux said policy considerations are what are the options in obtaining 75% concurrence with the overlapping districts on the Central Urban Renewal District (CURD) maximum indebtedness. Considerations include should the City consider utilizing General Fund revenues from the Leveton Tax Increment District (LTID) closure; possible consequences of shifting project time horizons; and whether the maximum indebtedness amount should be lower than the initial proposed \$120 million proposed by the Tualatin Development Commission (TDC).

Community Development Director Rux said there are nine overlapping taxing districts, six have replied, two of the districts have not made a decision, Washington County and Portland Community College. In those discussions there has been a possibility to do some revenue sharing. Tualatin Valley Fire & Rescue (TVFR) Board voted in opposition of the proposal but is open to discussing a revenue sharing model. Community Development Director Rux explained the various options that could be done. Another way is adjusting the frozen base with different percentage points, such as 25%, 50%, etc. adjustments. Community Development Director Rux said one piece that hasn't been done is shaving project costs, but cautioned that costs can increase overall by doing so.

Mayor Ogden summarized the discussions that have been held the past few weeks and explained how the various options and models that could be done, and shifting some funds in the Leveton district.

Council discussed various ways of how redevelopment could happen, such as the Kmart site and PacTrust site, and the concern that without urban renewal there may not be an adequate system to move people through Tualatin.

Discussion continued on what could be redeveloped, what with hard infrastructure and other types of development such as promenades, etc.,

Councilor Maddux said the other part is having a discussion about the remaining funds from the Leveton urban renewal district, and if those funds were put in the General Fund, and if the funds are needed to continue current operations. City Manager Lombos said staff will address the Leveton fund in the upcoming special work session on April 13, 2010. There is a long list of deferred maintenance needs and the City runs lean, but staff has not counted on the Leveton district fund money. Discussion followed on what would happen with the remaining funds if the district ends, and if a new district started how the funding takes a long while to get to any amount that would be needed for projects.

3. *Washington County Policy Advisory Board*

Richard Hager, City representative for the Washington County Community Development Block Grant Policy Advisory Board (PAB) was present. He gave a brief review of the Community Development Block Grant (CDBG) funds awarded to Tualatin for renovations to the Juanita Pohl Center. Mr. Hager briefly explained that the PAB is tasked with developing and recommending to the County Board of Commissioners a comprehensive plan that conducts allocation of CDBG funds, and reviews and recommends projects for funding.

The PAB had been on a three-two-three year timeline, but is now on a one-year cycle. Mr. Hager commented that there is never is enough money for all of the projects requested, but is happy that Tualatin was able to acquiring funds for the Pohl Center renovations.

C. CITIZEN COMMENTS – N/A

D. CONSENT AGENDA

Council reviewed the Consent Agenda at the beginning of the work session with no changes. Councilor Harris noted his company does work for Grimm's Fuel Co. and he will abstain from Consent Agenda Items D-5 and D-6.

E. PUBLIC HEARINGS – Legislative or Other
N/A

F. PUBLIC HEARINGS – Quasi-Judicial
N/A

G. GENERAL BUSINESS
N/A

H. ITEMS REMOVED FROM CONSENT AGENDA
N/A

I. COMMUNICATIONS FROM COUNCILORS
None.

J. EXECUTIVE SESSION
None.

K. ADJOURNMENT

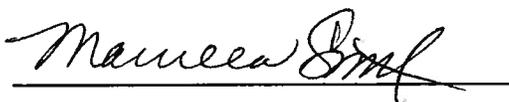
The work session recessed at 6:58 p.m. and reopened at 10:15 p.m.

Community Services Director Paul Hennon gave a brief update on the Clackamas County library annexation measure. He explained that the measure was written when staff expected that it would only need to be from the Clackamas County portion of the city. It has been determined that the measure will need to be approved by the entire city. Staff is suggesting doubling the efforts to reach the entire community in providing information about the measure. Staff will conduct some forums, a direct mail letter and information in the newsletter. Discussion followed on ways to get the information out to the community. It was suggested providing information to the School District also.

The work session adjourned at 10:34 p.m.

Sherilyn Lombos, City Manager

Recording Secretary / Maureen Smith





City of Tualatin

www.ci.tualatin.or.us

APPROVED BY TUALATIN CITY COUNCIL
Date 4-26-10
Recording Secretary M. Smith

TUALATIN CITY COUNCIL MEETING MINUTES OF MARCH 22, 2010

PRESENT: Mayor Lou Ogden, Councilors Monique Beikman, Joelle Davis, Jay Harris, Donna Maddux, and Ed Truax; Sherilyn Lombos, City Manager; Brenda Braden, City Attorney; Mike McKillip, City Engineer; Doug Rux, Community Development Director; Paul Hennon, Community Services Director; Kent Barker, Police Chief; Kathy Kaatz, Acting Operations Director; Carina Christensen, Assistant to the City Manager, Maureen Smith, Recording Secretary

ABSENT: Councilor Chris Barhyte* [** denotes excused*]

A. CALL TO ORDER

Mayor Ogden called the meeting to order at 7:06 p.m.

The Pledge of Allegiance was led by Councilor Beikman.

B. PRESENTATIONS, ANNOUNCEMENTS, SPECIAL REPORTS

1. *Student Visual Chronicle Presentation*

Program Coordinator Becky Savino, Arts Advisory Committee members Buck Braden and Richard Hager were present, and gave a PowerPoint on this year's student visual chronicle. A total of six pieces of artwork were purchased, and is currently displayed in the Council Chambers. Also present were the students whose artwork was chosen and recognized by Council. The visual chronicle now includes 186 pieces of art.

2. *2010 Arbor Week Proclamation and Tree City USA/Growth Award Presentation*

The proclamation declaring 2010 Arbor Week was read by Councilor Jay Harris. It was noted that Tualatin has been recognized for 23 years as a "Tree City" and also received the Tree Growth Award.

Parks and Recreation Manager Carl Switzer was present and introduced Tualatin Parks Advisory Committee member Connie Ledbetter, who presented a short PowerPoint giving a rundown on the upcoming Arbor Week activities. Also present was Tualatin Planning Advisory Committee member Len Runion, displaying a plaque to the City commemorating a heritage tree. Also present were Tualatin 5th graders that were winners of Arbor Week poster contest, and their "drawings" were displayed to Council.

Steve Thomas, formerly with the State of Oregon Department of Forestry was present to recognize the City of Tualatin as a Tree City USA. He thanked Council for being able to present the award and explained about the Tree City USA award, and that it is a National Arbor Day Foundation program administered by the State Forestry Department. He noted Tualatin is one of 53 cities in Oregon recognized, and only 3,500 cities in the entire United States are recognized. Mr. Thomas presented the new "Tree City USA" flag. He also

presented Tualatin with the "Tree City USA Growth Award." In response to the question, Mr. Switzer said the tree in front of the library is receiving the plaque. Mr. Switzer gave a brief review of the activities that will be taking place during the week.

3. *Swearing-in of New Police Officers – Seth Ceciliani, Matthew Messina, Evelina Powlison and Matthew Randolph*

Police Chief Kent Barker introduced four new officers of the Tualatin Police Department, Seth Ceciliani, Matthew Messina, Evelina Powlinson, and Matthew Randolph. Chief Barker gave a brief background on each new officer and family members swore in each new police officer. Council welcomed newly sworn-in Police Officers Ceciliani, Messina, Powlison, and Randolph to the City of Tualatin.

4. *Crime Reports on City Web Page Presentation – Police Chief Kent Barker*

Police Chief Kent Barker gave a brief PowerPoint presentation on the availability of crime reports information now available on the City website. The information can be accessed at <http://www.ci.tualatin.or.us/departments/police/PublicInformation/CrimeMapping.cfm>.

5. *2009 Tualatin West Coast Giant Pumpkin Regatta "Best Festival/Event" Award by Oregon Festival & Event Association Announcement*

Parks and Recreation Manager Carl Switzer, Scott Ingalls, Oregon Ovation Awards, and Jill Ingalls, president of Oregon Festival & Events Association were present to note the City's receiving the 2009 "Best Festival/Event" Award by the Oregon Festival & Event Association, for the West Coast Giant Pump Regatta event,

Mr. Ingalls gave a brief background on the award and the notoriety the Crawfish Festival has been receiving, and thanked everyone involved in the event.

6. *Proclamation Declaring April 4 – 10, 2010 as "National Community Development Week*

Councilor Joelle Davis read the proclamation designating April 4 – 10, 2010 as National Community Development Week in the City of Tualatin. Mayor noted the City received a preliminary grant of \$375,000 for expansion and renovation of the Juanita Pohl Center.

C. CITIZEN COMMENTS

None.

D. CONSENT CALENDAR

Councilor Harris noted his abstention from Items D-5 and D-6. Item D-4 was removed from the Consent Agenda by an audience member.

MOTION by Councilor Harris, SECONDED by Councilor Maddux to adopt the Consent Agenda as amended and read:

1. Approval of the Work Session and Meeting Minutes of March 8, 2010
2. Approval of 2010 Liquor License Renewals Late Submittals
3. Approval of a New Liquor License Application for Agave Grill Restaurant

5. Resolution No. 4961-10 Accepting Corrected Documents Pertaining to the Deed of Dedication and Easement Associated with the SW Leveton Drive Extension Project (3 – Grimm Brothers, LLC)
6. Resolution No. 4962-10 Accepting Deeds of Dedication and Easements Associated With the SW Leveton Drive Extension Project (Grimm's Fuel Company)
7. Resolution No. 4963-10 Updating Procedures for Requests, Inspection and Copying of City Public Records; Prescribing Fees; and Rescinding Resolution No. 4797-08
8. Resolution No. 4964-10 Granting Heritage Tree Status to a Tree on City Property
9. Resolution No. 4965-10 Authorizing Changes to the Adopted 2009/2010 Budget
10. Resolution No. 4966-10 Granting a Conditional Use Permit for a Kindergarten through 8th Grade School in the Light Manufacturing (ML) Planning District at 19550 SW 90th Court (Tax Lot 2S1 13DC 100) (CUP-10-02)

MOTION CARRIED.

E. PUBLIC HEARINGS – Legislative or Other

1. Public Hearing to Consider an Ordinance Approving a Substantial Amendment to the Urban Renewal Plan for the Tualatin Central Urban Renewal Project, Increasing the Maximum Indebtedness and Adding Projects to Address Blight; and Amending TDC 30.010 and TDC Map 9-3 (PTA-09-10)
-

Mayor Ogden opened the public hearing and noted it is a legislative hearing. Mayor Ogden noted the "Tualatin Road Extension project" has been taken out of the project listing.

Community Development Director Doug Rux presented the staff report and entered the entire staff report into the record. The staff report provides a number of recommendations from various advisory committees and the Development Commission. He noted the attachments to the staff report, which include findings and analysis and extensive public comments.

Staff's recommends Council take testimony at this hearing and continue the hearing to April 26, 2010, as staff continues to work on revenue sharing models. Community Development Director Rux noted consultants were present to answer questions if needed.

PROPOSERS – None.

OPPOSERS

Steve Titus, 10170 SW Sedlak Court, Tualatin, OR, quoted a statement from Mayor Ogden in The Oregonian newspaper regarding moving forward with urban renewal. Mr. Titus said if that is Council's plan, he questioned how the City would be able to move forward.

Reba Tobey, 17815 SW Cheyenne Way, Tualatin, OR, reiterated Mr. Titus's comments about how can the City proceed with urban renewal without consent from a landowner. She also noted the amount of resources that have gone into this and questioned if it is premature. Ms. Tobey said regarding the Tualatin Road extension, she wanted to be sure it does not come back under any other name or source of funding. As far as urban renewal in general, as a taxpayer she is concerned about double taxation and feels government should be providing essential services and not gambling with citizen's money.

Jack Broome, 18815 SW Boones Ferry Road, Tualatin, OR, said he is generally in favor of urban renewal, but not in this case. He would prefer to hold his specific comments until the hearing on April 26, 2010. He said a book he'd like to pass on to Council entitled, "Better Not Bigger", written by Eugene planner Eben Fodor. Mr. Broome feels extending the plan will bring more growth and Tualatin is big enough now. Urban renewal was important for Tualatin when it first began, of which Mr. Broome said he was part of the process then, but extending urban renewal is not appropriate for Tualatin now.

Shelby Bell, 8930 SW Iowa Street, Tualatin, OR, said it wasn't clear by the notice what was going to be done with the extra \$120 million for proposed urban renewal projects. She questioned the need for this with the current economic climate and suggested looking at only projects that are needed for safety, etc.

George Vigileos, 18230 SW Shawnee Trail, Tualatin, OR, said he has had a number of opportunities to speak before Council regarding the Tualatin Road project and urban renewal. He said the information he has gathered hasn't looked at specific residential property and how it will be affected.

David Zimel, 16390 SW Langer Drive, Sherwood, OR, said his company, Mercury Development owns the improvements for the Kmart Shopping Center, which was developed in 1972, and will be around until 2022; the Nybergs own the property. He has been in business for 30 years and has seen a lot of development and expressed his concern that if the City gets to the place to start dictating the market it can be dangerous. The City has a responsibility to not interfere with economic development and put "handcuffs" on property owners. The City may be successful in limiting what they can do, and would he hate to see something "forced" on property owners such as the Nybergs. Mr. Zimel said he is pro-growth and understands the benefits, but said you need to be careful with mandates.

Richard Dreyfus, 21103 SW Jamieco Court, Tualatin, OR, said he did not have much to add, but noted he came to the open house and asked at the time but didn't get an answer, about the "blighted areas." He doesn't see the benefit of taking on a 25 year program. For transportation, he suggested looking at a "jitney" service. His preference would be to let the district expire and come up with a plan when there is actual developers.

Eric Larsen, 5270 SW Greenwood Circle, Tualatin, OR, lived in Tualatin for ten years, and travels a lot with his work, and says Tualatin is one of the nicest places to live. He has a concern about the amount of money that would be spent and the debt that would be incurred.

Dolores Hurtado, 8685 SW Chinook Street, Tualatin, OR, thanked Council for taking the bridge out of the project and she felt Council was listening to what the citizens wanted. Ms. Hurtado did point out that the "bridge" is still not completely out of the plan, but appreciated the first step taken. She continued to question how the process works to have the project removed from the Metro plan as well. She also expressed concern about replacing the extension project funding with the "PacTrust roadway" project.

Ms. Hurtado suggested an ordinance be done that removes the extension project from the plan and that nothing can be done unless it is submitted to citizens for a vote. She noted there is a groundswell forming of people going door to door, and in the course of that have found people that are interested in solving transportation problems. Ms. Hurtado said the City has an opportunity to gather these ideas and suggested forming something such as a "Transportation Advisory Committee".

Ed Bartlett, 10200 SW Anderson Court, Tualatin, OR, resident for 16 years, provided comments on the substantial amendment proposal, and added he opposes the amendment because it is not in the public interest as it increases debt. Mr. Bartlett said while not opposing urban renewal in general, it will take funds away from the fire district and schools, and will essentially be "double taxing." He also mentioned the removal of the bridge project, but said there is nothing to prevent it from being there again. He also questioned the "blighted areas."

Callie Loser, 17700 SW 111th Avenue, Tualatin, OR, reiterated what has been said here, and concerned as a taxpayer where the dollars are going and the funds going to what the citizens care about, the schools, and fire fighters, etc. Believes there is a lot of people that haven't heard about this, and thanked Council for taking the "bridge" out but said it is still in the Metro plan, and she expressed concern about citizen involvement.

Janet Bailey, 20655 SW 98th Avenue, Tualatin, OR, said she has nothing prepared, but said she received no flyers, and she owns five properties in Tualatin and does not want her taxes raised anymore. She doesn't see this as feasible or necessary and is not for any of it.

Bob Durgan, Andersen Construction Co., developer, noted he attended the late Council/Commission meeting where this was discussed by the Development Commission. Mr. Durgan reiterated his comments. He mentioned the taxes that have been paid for projects he's done, etc. It is defining the market by the City's master plan. It is providing revenue to the City through the tax base and the City will make millions, and there's a lot of money going into increment financing.

Cathy Holland, 10740 SW Lucas Drive, Tualatin, OR, has lived in Tualatin for 20 or so years. She thanked staff for the upcoming open house, but expressed her concern about transparency with regards to the bridge and development. The "bridge" was removed but in the staff report attachments still show the extension project. Ms. Holland said she applauds the work that's gone into the vision statement, but it can't dictate what the market can support. Tigard and Beaverton refer all urban renewal issues to the voters. She said very few citizens have been involved, but there are a core group of people, and very few that understand the process. Ms. Holland asked if there will be enough time to do a referendum, and asked if Council should refer it to the voters. This is taking on a lot of responsibility and there is a lot of risk involved, and there have been many urban renewal projects that have not been successful. She also asked where is a "community transit plan" to help people get around. Almost everyone in Tualatin drives to and from work; the greatest sort of blight is the cost of travel. She encouraged Council to consider these options, and if there will be time to get the issue on the ballot.

Kathy Newcomb, 17515 SW Cheyenne Way, Tualatin, OR, started by saying it would have been nice to get information to people such as door-to-door, what with the public interest regarding the urban renewal amendment, as it is the most expensive City has done. Ms. Newcomb said she has done a lot of financial analysis and it is her background since retiring, and because of urban renewal is millions of dollars short, and it also creates an odd situation as taxpayers end up paying twice. She doesn't believe the amendment is in the public interest and there is more interest to take care of the schools, and she suggested more transit, park and rides, etc. Ms. Newcomb said she is sorry that this will impact schools and the fire district.

Mayor Ogden asked and Ms. Newcomb explained her reasoning of being "double taxed." Ms. Newcomb also noted her discussions with the head of Assessment and Taxation regarding how taxes are distributed, and how schools funds are distributed.

Janet Bailey, 20655 SW 98th Avenue, Tualatin, OR spoke again and asked if a renter lost their job and don't contribute taxes to any of this, if there is a way only property owners would be able to vote on those types of things. She said there are a ton of renters that don't pay a dime and those that own the property end up carrying the load. It seems fair to her that if you don't own property you don't vote on anything relating to property taxes.

Mayor Ogden said these questions and comments are important and the Council wants to have everyone involved and thanked everyone for coming before Council.

A break was taken from 9:16 p.m. to 9:32 p.m.

Mayor Ogden said he wanted to be able to answer questions that have been raised as succinctly as possible. He asked that everyone sign the meeting sign-up sheet and make sure their names and e-mails are available for staff, to be able to address as many questions as possible. More can be elaborated upon at the upcoming Open House on April 1, 2010, which will start at 7:00 p.m. at the Police Facility.

Community Development Director Rux went down a list of questions raised, and gave a response, as follows:

- ✓ The court case of *Kelo v. City of New London* is an eminent domain issue – the City is not buying property and reselling it. What is Identified would be buying rights-of-way and negotiations would be held with each property owner.
- ✓ How can City redevelop private property? – The private developer would be redeveloping, the City is providing infrastructure, etc.
- ✓ The issue regarding the Transportation System Plan (TSP) and the Regional Transportation Plan (RTP) – Staff heard about removing the Tualatin Road Extension out of these plan. Staff has indicated there is a process that needs to be done to remove them.
- ✓ Issue of double taxation – Property and income taxes are paid, and the state determines where income taxes go. Property taxes are collected by the county, and gives out to the proper taxing authority, which does not create double-taxation.
- ✓ Extending more growth – Council has gone through a lot of discussion about downtown development and there's a big push in region to develop city center areas. This proposal is somewhat in alignment with that.

- ✓ Question about Tualatin-Sherwood Road and the widening strip – This is only addressing some landscaping issues.
- ✓ Issue of blight – It is addressed in the reports. Transportation, congestions, storm drainage, protection of open space, those are in the draft ordinance plus additional analysis in the Analysis and Findings, and Appendix I.
- ✓ Property acquisition – The City is not proposing to be a developer, but rather a partnership with a private developer.
- ✓ E-mails being blocked – The City had some recent problems with software and the City's e-mail system that has since been taken care of.
- ✓ This is not changing any property, master plans, not changing building heights, etc. This is to fund infrastructure projects.
- ✓ Widening Tualatin-Sherwood Road – it is not proposed to be widened.
- ✓ Fund a road outside Tualatin – The City cannot fund anything that is outside the district's boundaries.
- ✓ Tualatin Road Extension still on the list – By direction of the Development Commission it is not on the list and the "bridge" was removed, the text was struck, along with the dollar allocation and maps were changed, etc.
- ✓ PacTrust property does have a road and there is money identified for that – Followed the Development Commission's recommendation and took out of the plan.
- ✓ Question about blight and Oregon statutes – addressed in the ordinance and staff report packet.
- ✓ Train horn noise mitigation – The Development Commission did change plan to address that issue.
- ✓ Funding question and that this is a back door way to get a road – It has been struck out of the plan.
- ✓ Issue of renters and who can vote – Attorneys will need to respond to that question.

Mayor Ogden asked that everyone come to the Open House on Thursday, April 1, 2010, 7:00 p.m. to discuss all the issues and answer questions.

Mayor Ogden closed the public testimony for this hearing, and asked that the record be kept open.

MOTION by Councilor Truax, SECONDED by Councilor Beikman to keep the record open until April 26, 2010. MOTION CARRIED. [Vote: 6-0]

F. PUBLIC HEARINGS – *Quasi-Judicial*

None.

G. GENERAL BUSINESS

None.

H. 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.

4. 2009 Annual Report of the Tualatin Planning Advisory Committee (TPAC)

Steve Titus, 10170 SW Sedlak Court, Tualatin, OR, said when read through the TPAC report regarding citizen involvement, questioned whether is an effective outreach. He said the process of 300' notification is not adequate. He also asked about the boat ramp and by having the goal to have the river nonmotorized, and he has noticed people all down the river, and not sure that's been done. Mr. Titus said he hasn't taken a look in depth on the City's website, but did say there is the new Flash Alert notification program. Mr. Titus concluded that he thinks the City can do a better job of getting information out, such as creating a "blog" or something similar, etc.

Kathy Newcomb, 17515 SW Cheyenne Way, Tualatin, OR, said she was interested to hear Mr. Titus' quoting from the TPAC annual report. She also said there should be more information available, and particularly in the City's newsletter. Also noted an open house Metro had where they sent out postcards to everyone in the city, etc. It was a good example of a way to do an open house. Ms. Newcomb said what's missing here is citizen involvement that doesn't mean talking to each other, talking to Tualatin Tomorrow, and doesn't mean small committees, it means letting citizens know about important information with something like a postcard to what's going on.

MOTION by Councilor Maddux, SECONDED by Councilor Davis to accept the 2009 Tualatin Planning Advisory Committee (TPAC) Annual Report. MOTION CARRIED.

I. EXECUTIVE SESSION

None.

J. COMMUNICATIONS FROM COUNCILORS

Councilor Maddux noted she and Councilors Beikman, Harris and Mayor Ogden attended the National League of Cities Congressional Cities Conference, and said it was important to be present as Tualatin is requesting funds, and also to say thanks for the federal dollars Tualatin did receive for the expansion/renovation of the Pohl Center.

K. ADJOURNMENT

MOTION by Councilor Harris, SECONDED by Councilor Beikman to adjourn the meeting at 10:06 p.m. MOTION CARRIED.

Sherilyn Lombos, City Manager

Recording Secretary / Maureen Smith





STAFF REPORT

CITY OF TUALATIN

APPROVED BY TUALATIN CITY COUNCIL
Date 4-26-10
Recording Secretary M. Smith

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager *SL*

FROM: Paul Hennon, Community Services Director *PH*
Carl Switzer, Parks and Recreation Coordinator *CS*

DATE: April 26, 2010

SUBJECT: AUTHORIZE CONCESSION AGREEMENT WITH ALDER CREEK CANOE AND KAYAK FOR PROVISION OF CANOE AND KAYAK LIVERY SERVICES AT BROWN'S FERRY PARK

ISSUE BEFORE THE COUNCIL:

The Council will consider authorizing a Concession Agreement for provision of kayak and canoe rentals at Brown's Ferry Park.

RECOMMENDATION:

Staff recommends that Council authorize a Concession Agreement with Alder Creek Kayak and Canoe.

EXECUTIVE SUMMARY:

The previous Concession Agreement with Alder Creek Kayak and Canoe expired and on March 8, 2010, Council authorized the issuance of a new Request for Proposals to seek parties interested in, and capable of, providing this service. The City received one qualified proposal from Alder Creek Kayak and Canoe. Alder Creek Kayak and Canoe has provided this service since 2000 and has been an excellent service provider.

Authorization of the Concession Agreement will allow Alder Creek Canoe and Kayak to provide a canoe and kayak livery in the west half of the multipurpose building at Brown's Ferry Park during the summer.

This Agreement covers the Contractor's operation from May 1, 2010 through April 30 of 2011. The Agreement also allows for an administrative extension of two two-year periods, exercised at the discretion of the City, and based on the Contractor's compliance with the Agreement and performance. If both two-year extensions are exercised this Agreement will expire April 30, 2015.

STAFF REPORT: Authorize Concession Agreement with Alder Creek Kayak and Canoe for Provision of Canoe and Kayak Livery Services at Brown's Ferry Park

April 26, 2010

Page 2 of 2

The schedule of operations for 2010 would be:

Limited Schedule

May 22 – June 20	Saturday and Sunday	10:00 AM to 7:00 PM
September 4 – 12	Saturday and Sunday	10:00 AM to 7:00 PM

Expanded Schedule

June 21 – September 3	Saturday and Sunday	10:00 AM to 7:00 PM
	Wednesday – Friday	12:00 PM to 7:00 PM

The rental rate schedule shall be as follows:

<u>Craft and Gear</u>	<u>2 Hour Rate</u>	<u>4 Hour Rate</u>	<u>Daily Rate</u>	<u>Additional Hours</u>
Sea Kayak - Single	\$20	\$25	\$40	\$10
Sea Kayak - Double	\$20	\$25	\$40	\$10
Canoe - Double	\$20	\$25	\$40	\$10

Includes paddles, lifejacket, and sprayskirts (for kayaks)

Alder Creek Kayak and Canoe will provide the City with indemnification and liability insurance.

FINANCIAL IMPLICATIONS:

The concession fee will generate \$500 plus ten percent of gross revenues over \$2,000 per month, which historically has generated between \$1,000 and \$1,500 per year.

DISCUSSION:

This has been a popular recreation activity in Tualatin since 1998. It draws people to Brown's Ferry Park, encourages physical activity, and provides the opportunity for the community to better connect with the Tualatin River.

Attachments: A. Concession Agreement

**CONCESSION AGREEMENT
(Canoe and Kayak Livery at Brown's Ferry Park)**

This Agreement is between the **City of Tualatin**, ("City") and **Alder Creek Kayak and Canoe**, ("Contractor").

RECITALS

- 1 The City of Tualatin owns Brown's Ferry Park, ("Park"), located at 5855 SW Nyberg Lane, Tualatin, OR 97062.
- 2 Contractor has offered to provide a canoe and kayak livery to the public that utilizes the Park and Tualatin River. City is willing to enter into an agreement with Contractor for Contractor's use of the Park in connection with a canoe and kayak livery.
- 3 This Agreement been negotiated with Contractor in response to the City's request for proposals under which Contractor was the sole responder. Contractor's services will provide an immediate public service.
- 4 Parties recognize and agree that this Agreement is intended to be a contract to cover Contractor's operation from May 1, 2010 through April 30 of 2011, based on mutual agreement, and two two-year extension periods to be exercised at the discretion of the City. Nothing contained in this Agreement shall be construed as a commitment by the City to renew the Agreement with Contractor or any other party for a future time frame.
- 5 Contractor is capable and prepared to provide canoe and kayak livery services under the terms and conditions set forth, beginning on May 1, 2010.

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions, the parties agree as follows:

1. Term

- 1.1 This Agreement runs from May 1, 2010 and continues unless earlier terminated or extended by the actions of either party until 12:00 a.m. on April 30, 2011. Two two-year extension periods may be exercised at the discretion of the City.

2. Relationship of the Parties

- 2.1 The parties agree that Contractor is an independent contractor for all purposes and shall not to be considered an agent or employee of the City for any purpose. Contractor shall not assert that it is an agent or employee of the City at any time.
- 2.2 Except as otherwise specified in this Agreement, City has no right to control the manner or method of providing Contractor's services under this Agreement and shall not interfere with any particular aspect of Contractor's or Contractor's employees' duties or performance.
- 2.3 Neither Contractor nor any of its employees under this Agreement is entitled to any of the fringe benefits that City normally provides its employees, including, but not limited to, group health, accident, disability and life insurance, pension plans, workers compensation, and withholding for taxes and social security obligations; and no

Attachment A

withholding or contribution for these purposes shall be made by City. Compensation shall be based strictly on the terms set out in this Agreement, which generally depends upon the number of rentals who pay the fee required by Contractor for canoe and kayak rental.

2.4 Contractor shall bear all costs incidental to Contractor's operation, including, but not limited to, insurance, workers compensation, taxes, and expenses of necessary equipment; and these costs represent part of the consideration for this Agreement. Any equipment or supplies necessary or advisable for the operation of Contractor, including equipment required under this contract, shall be provided by and at Contractor's expense.

2.5 Contractor may use employees, subcontractors, or assistants subject to the following conditions:

2.5.1 No later than the date on which Contractor begins operation, Contractor shall provide City with the names and addresses of such employees, subcontractors, or assistants. This obligation is of a continuing nature, prior to the placement of new employees, subcontractors, or assistants in operation on behalf of Contractor, Contractor shall notify City of their names and addresses.

2.5.2 If Contractor uses employees on this Agreement, Contractor is fully responsible for payment of all withholding required by law, including, but not limited to, taxes, including payroll, income and Social Security (FICA), and for payment of salaries, benefits, taxes, Industrial Accident Fund contributions, and all other charges for its employees. Contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. Contractor shall indemnify, defend, and hold City harmless from claims for payment of all such expenses.

2.6 City grants Contractor the exclusive privilege to rent canoes and kayaks to the public on the Park. However, City may enter into agreements or concessions with other contractors for the provision of services to members of the public, so long as such contracts do not unreasonably interfere with Contractor's activities under this Agreement. City's rights in the Park remain paramount.

2.7 Contractor shall make prompt payment of any claim for labor, materials, or services furnished to Contractor by any person in connection with this Agreement as such claim becomes due. Contractor shall not permit any lien or claim to be filed or prosecuted against City or City's property for labor or material furnished. If Contractor fails, neglects, or refuses to make prompt payment of such a claim, City may pay the claim to the person furnishing the labor, materials, or services and recover the amount of the payment from Contractor.

2.8 City has the right to let other contractors, event organizers, and park users operate and use the Park during the term of this Agreement. Contractor shall cooperate with other Park users so that all parties may have a reasonable opportunity to use the limited space involved. City makes no warranties about the condition of the Park, including, but not limited, to Tualatin River water quality or water depth at the boat dock. Contractor, having examined the conditions and recognizing that the water level of the Tualatin River can fluctuate, uses the premises allowed under this Agreement at its own risk.

- 2.9 No person shall be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of absolute necessity, emergency, or where the public policy absolutely requires it, in which event the person or persons so employed for excessive hours shall receive at least time and a half pay for all overtime in excess of eight hours in a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or for all overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and for all work performed on Saturday and on each Sunday, New Year's Day on January 1, Memorial Day on the last Monday in May, Independence Day on July 4, Labor Day on the first Monday in September, Thanksgiving Day on the fourth Thursday in November, and Christmas Day on December 25 as provided in ORS 279C.520.
- 2.10 Contractor shall make prompt payment as due to any person, co-partnership, association, or corporation furnishing medical, surgical and hospital care, or other needed care and attention incident to sickness or injury to the employees of such Contractor of all sums which Contractor agrees to pay for such services and all moneys and sums which Contractor collected or deducted from the wages of employees pursuant to any law contract or agreement for the purpose of providing or paying for such service.
- 2.11 No person shall be denied benefits or be subjected to discrimination in receipt of the benefits of services or activities made possible by or resulting from this Agreement because of sex, race, color, creed, marital status, age, disability, or national origin. A violation of this provision is grounds for cancellation, termination, or suspension of the Agreement in whole or in part by City.
- 2.12 The contractor shall demonstrate that an employee drug-testing program is in place.

3. Indemnification

- 3.1 Contractor agrees to indemnify, defend, and save harmless the City, its elected and appointed officials, officers, agents, employees, and volunteers against all claims, suits, judgments, actions, damages, losses, costs, and expenses whatsoever, including, without limitation, attorneys' fees and costs or expenses incidental to the investigation and defense of claims and lawsuits arising from damage to property, injury or death of persons, or any other damage sustained by a person, firm, or corporation, resulting in whole or in part from a wrongful or negligent act, omission, breach, default, or conduct of Contractor, its agents, contractors, subcontractors, servants, licensees, or employees or in any manner arising from exercising the rights, privileges, and concession granted by this Agreement, or any relationship between Contractor and its end-use customers. Contractor shall pay all judgments, with costs, counsel fees, and expenses, which may be obtained against City relating to such claim. This indemnification does not apply to a claim for injury or death to any person or for damage to the person's property, where such claim is asserted solely against the additional named insured. This section is intended to benefit the City and Contractor, and is not intended for the benefit of any third party.

4. Insurance

- 4.1 Contractor shall maintain continuous, uninterrupted coverage for public liability and property damage insurance that protects Contractor and City and its officers, agents, and employees from the claims referred to in Section 3. The insurance shall provide coverage for not less than \$1,000,000 for personal injury to each person, \$2,000,000 aggregate, and \$1,000,000 for each occurrence involving property damages plus costs of defense; or a single limit policy of not less than \$2,000,000 covering all claims aggregate, plus costs of defense. The limits of the insurance shall be subject to statutory changes as to maximum limits of liability imposed on municipalities of the State of Oregon during the term of this Agreement. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insureds the City and its officers, agents, and employees coverage and must apply to claims between insureds on the policy. The insurance shall provide that the insurance shall not be canceled or materially altered without 30 days written notice first being given to the Parks and Recreation Coordinator. If the insurance is canceled or materially altered within the term of this Agreement, Contractor shall provide a new policy with the same terms.
- 4.2 Contractor shall maintain a Certificate of Insurance on file with the Community Services Department certifying the coverage required above. The adequacy of the insurance shall be subject to the approval of the City Attorney. Failure to maintain liability insurance shall be cause for immediate termination of this Agreement by City.

5. Concession Fee

- 5.1 For Contractor's operation during each year of this Agreement and in consideration of City's grant of a concession, Contractor agrees to pay a concession fee of \$500 to the City of Tualatin no later than the date of commencement of operations for each year of operation, plus 10% of Contractor's gross revenues over \$2,000 per month, to be paid by the tenth of each month of operation.
 - 5.1.1 Contractor shall furnish within 10 days of the end of each calendar month a written statement of its calculation of the franchise for payment and how much revenues were collected on a daily basis for the preceding month.
- 5.2 City agrees that it will not require Contractor to pay an additional fee, compensation, or consideration for the utilities, security alarms service, maintenance or inspection of Contractor's facilities, which are covered by this Agreement. Nothing in this Agreement shall give Contractor any credit against a lawful business tax or business license fee, ad valorem property tax levied against Contractor's real or personal property within the city, assessment made against Contractor's property, or other charges lawfully imposed on Contractor's property or business within the city not related to the canoe and kayak livery business.
- 5.3 City's acceptance of any payment due under this Agreement shall not waive any breach of this Agreement occurring prior to or during the Agreement and shall not preclude City from later establishing that a larger amount was actually due or from collecting any amount due. Time is of the essence in every provision of this Agreement. Failure of City to object to the violation of this Agreement shall not waive City's rights in regard to a subsequent similar breach or of City's right to demand strict

performance by Contractor of this Agreement.

6. Assignment of Concession

6.1 Contractor shall not sell, assign, transfer, or convey the concession for any purpose or to another entity without prior consent of the City Council. This Agreement is personal to Contractor and cannot be sold, assigned, transferred, seized or taken by operation of law, or under or by virtue of the execution of legal process, attachment, or proceeding brought against Contractor. If an assignment is approved, Contractor is responsible under this Agreement until a supplemental agreement between City and the assignee has been executed.

7. Early Termination

7.1 This Agreement may be terminated prior to the expiration of the agreed-upon term only in accordance with this section.

7.1.1 By mutual written consent of the parties;

7.1.2 By City, effective upon 7 days prior written notice to Contractor by regular first class mail or in person.

7.1.2.1 City may terminate the Agreement in whole or in part due to default or failure of Contractor to perform services in accordance with this Agreement. City shall be free of liability to Contractor for damages of any kind.

7.1.2.2 If City terminates the Agreement, Contractor's sole remedy and limit of recovery from City shall be limited to the fees paid or payable under 5.1.

7.1.3 By Contractor, effective upon 7 days prior written notice to City by regular first class mail or in person.

7.2 Upon termination of this Agreement, whether or not either party has caused a default or improper termination, City may procure upon reasonable terms and in a reasonable manner services similar to those so terminated.

8. Access to Records

8.1 Contractor shall maintain complete and accurate records of all receipts and expenses relative to Contractor's activities under this contract. These accounts shall be kept in accordance with generally accepted accounting principles. City shall have access at all reasonable times upon request to such books, documents, receipts, papers, and records of Contractor as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of one year following the expiration, completion or termination of this Agreement.

9. Adherence to Law

9.1 Contractor shall adhere to all applicable federal and state and local laws, including, but not limited to laws, rules, regulations, and policies concerning employer and employee relationships, workers' compensation, minimum and prevailing wage requirements,

and City park rules.

10. Rules of Operation

10.1 The following specifications and standards shall apply to Contractor's operation:

10.1.1 After each day's operation, all boats shall be stored in the west end of the multipurpose shed or off the Park property unless specific written permission is provided by City. During Contractor's operation, canoes and kayaks not being immediately used may not be stored on the boat dock, but may be stored or displayed on the paved surface in front of the multipurpose shed if an eight foot clear passageway is maintained for pedestrian, bicycle, and maintenance access. Contractor is responsible for all security measures concerning Contractor's equipment except for the security alarm system for the multipurpose shed which the City is responsible for.

10.1.2 At the close of business each day and periodically throughout the day as needed, Contractor shall pick up trash and debris in the immediate vicinity of Contractor's operation and properly dispose of it in receptacles. This includes trash that enters the water and trash generated by spectators and canoe and kayak users. No polluting or foreign substance shall be allowed to enter the Park.

10.1.3 Contractor's employees shall wear a nametag at all times, so that customers can recognize their association with Contractor. Contractor's employees shall be polite and courteous at all times. Upon written notification from City, Contractor shall immediately remove from the job for its duration any employee who is found to be incompetent, disorderly, repeatedly rude to customers, or fails to perform work properly and acceptably.

10.1.4 Contractor's schedule of operation shall be:

Limited Schedule

May 22 – June 20	Saturday and Sunday	10:00 AM to 7:00 PM
September 4 – 12	Saturday and Sunday	10:00 AM to 7:00 PM

Expanded Schedule

June 21 – September 3	Saturday and Sunday	10:00 AM to 7:00 PM
	Wednesday – Friday	12:00 PM to 7:00 PM

This schedule will remain consistent throughout each year of operation season unless otherwise approved in writing by City, and may occur on additional days each week, unless preempted by other city-sponsored events, city maintenance, or unless weather conditions prevent the operation.

10.1.5 The rental rate schedule shall be as follows unless otherwise approved in writing by the City of Tualatin:

Craft and Gear	2 Hour Rate	4 Hour Rate	Daily Rate	Additional Hours
Includes paddles, lifejacket, and sprayskirts (for kayaks)				
Sea Kayak - Single	\$20	\$25	\$40	\$10
Sea Kayak - Double	\$20	\$25	\$40	\$10
Canoe - Double	\$20	\$25	\$40	\$10

Monies may be collected by Contractor in advance; however Contractor shall defend, indemnify, and hold the City harmless from claims made by persons paying advance deposits or charges where services are not furnished and deposited funds are not returned. Fees may be adjusted by written approval of the Parks and Recreation Coordinator.

10.1.6 All users shall be 18 years of age or older unless they are accompanied by a parent or a responsible adult person (18 years of age or older.)

10.1.7 Contractor shall obtain and offer Type III Coast Guard approved personal flotation devices in a variety of sizes. All users shall wear life jackets or life vests which are Type III Coast Guard approved at all times when in a canoe or kayak.

10.1.8 If required by the State Marine Board, all boats shall be licensed.

10.1.9 Contractor shall maintain a telephone on-site at the multipurpose shed where reservations may be made and where Contractor is capable of summoning emergency personnel.

10.1.10 Contractor shall continuously maintain a rescue craft and staff trained and tested in its use. The craft may be powered by a motor, but is not required. Contractor shall also maintain a rescue flotation ring, together with at least 50 feet of rope.

10.1.11 There shall be no amplified music. During Contractor's operation and while canoes and kayaks are in use, employees shall not be permitted to use personal sound devices with earphones.

10.1.12 All accidents and complaints shall be reported to City on standard forms approved by City. Customers with complaints shall be given an opportunity to complete a complaint form. Completed forms shall be forwarded to City no later than the next business day.

10.1.13 Contractor shall not discriminate against rental users on the basis of sex, age, race, color, creed, marital status, national origin, or disability.

10.1.14 Contractor shall provide evidence of training in American Red Cross basic first aid and community CPR. At least one employee with such training shall be present during the rental operation at all times. Contractor shall keep and maintain a basic Red Cross first aid kit at the premises during operation.

10.1.15 Contractor's rental lease agreement, including any forms of release, shall be subject to approval by the City Attorney.

10.1.16 Contractor's signage shall be consistent with the colors and quality of signage used in the Park and be subject to approval by City. Contractor shall post a sign indicating "No Lifeguard on Duty."

10.1.17 Prior to beginning operation, Contractor shall provide for all employees training in the proper methods of providing boat rental services to persons with disabilities. Contractor and employees shall follow the training received.

- 10.2 Contractor shall require strict compliance with rules of operation. The following rules will apply to the operation of all canoes and kayaks:
 - 10.2.1 Boat users shall remain seated inside the boats at all times. Seating shall not be exchanged by passengers during operation.
 - 10.2.2 Contractor shall strictly comply with the limits on the number of passengers on each boat.
 - 10.2.3 All boat passengers shall wear personal flotation devices at all times.
 - 10.2.4 Contractor may cause the forfeiture of rental time by persons who violate these or other Park rules.
- 10.3 Contractor is responsible for securing all cash and equipment. City is not responsible for losses and Contractor must assume full liability and risk for loss of money and loss or damage of equipment.
- 10.4 All Contractors' equipment, including personal flotation devices and boats, shall be kept in a clean, safe, and operable condition at all times. Cleaning and repair of Contractor's equipment shall occur on Contractor's private property. Every effort shall be made to prevent cleaning materials or other debris from entering the Park. Contractor shall immediately remove from service any canoe or kayak or other equipment, which is in a defective or unsafe condition.
- 10.5 Contractor shall not allow persons who appear to have consumed alcohol or be under the influence of narcotics the opportunity to ride in any boat.
11. City shall not be required to make any repairs, alterations, additions, or improvements to or upon the premises. Contractor shall make no alterations, additions, or improvements to the premises without the express written permission of City. Repairs or alterations necessitated by Contractor's acts, omissions, or operations shall be made at Contractor's expense.
12. Contractor shall use the premises for the purpose of conducting a canoe and kayak livery and related special events, instructional clinics, and classes, and retail sales of canoe livery related items such as sunscreen and visors. The premises shall be used for no other purpose whatsoever without City's written consent. Contractor shall not make any unlawful, improper, or offensive use of the premises, nor permit any objectionable noise or odor to escape or to be emitted from the premises, or to do anything or permit anything to be done on the premises in any way tending to create a nuisance.
13. Contractor acknowledges the public has a right to use the boat dock and other facilities of the Park.
14. In case suit or action, including arbitration, is instituted to enforce or interpret the terms, covenants, or conditions of this Agreement or to collect the concession fee which may be due, the losing party agrees to pay such sum as the trial court or arbitrator may adjudge reasonable as attorney's fees and expenses to be allowed the

prevailing party in such suit or action, and if an appeal is taken from a judgment or decree in such suit or action, the losing party agrees to pay such further sum as the appellate court shall adjudge reasonable as the prevailing party's attorney's fees and expenses on appeal.

15. This Agreement constitutes the entire Agreement between the parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified in this Agreement. Contractor acknowledges that Contractor has read this Agreement, understands it and agrees to be bound by its terms and conditions.

16. **City's Representative**

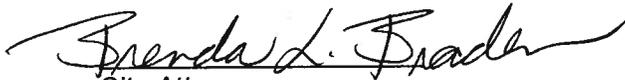
16.1 City's representative is Carl Switzer, Parks and Recreation Coordinator. He is authorized to decide on all issues relating to operations of Contractor where this Agreement indicates City approval is required. The City will notify Contractor if there is a change of the City's representative.

CITY OF TUALATIN

By _____
Mayor

Date _____

APPROVED AS TO FORM:


Brenda L. Brader
City Attorney

CONTRACTOR

By 

Date 4/12/10

Alder Creek Kayak Supply Inc

**CONCESSION AGREEMENT
(Canoe and Kayak Livery at Brown's Ferry Park)**

This Agreement is between the **City of Tualatin**, ("City") and **Alder Creek Kayak and Canoe**, ("Contractor").

R E C I T A L S

- 1 The City of Tualatin owns Brown's Ferry Park, ("Park"), located at 5855 SW Nyberg Lane, Tualatin, OR 97062.
- 2 Contractor has offered to provide a canoe and kayak livery to the public that utilizes the Park and Tualatin River. City is willing to enter into an agreement with Contractor for Contractor's use of the Park in connection with a canoe and kayak livery.
- 3 This Agreement been negotiated with Contractor in response to the City's request for proposals under which Contractor was the sole responder. Contractor's services will provide an immediate public service.
- 4 Parties recognize and agree that this Agreement is intended to be a contract to cover Contractor's operation from May 1, 2010 through April 30 of 2011, based on mutual agreement, and two two-year extension periods to be exercised at the discretion of the City. Nothing contained in this Agreement shall be construed as a commitment by the City to renew the Agreement with Contractor or any other party for a future time frame.
- 5 Contractor is capable and prepared to provide canoe and kayak livery services under the terms and conditions set forth, beginning on May 1, 2010.

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions, the parties agree as follows:

1. Term

- 1.1 This Agreement runs from May 1, 2010 and continues unless earlier terminated or extended by the actions of either party until 12:00 a.m. on April 30, 2011. Two two-year extension periods may be exercised at the discretion of the City.

2. Relationship of the Parties

- 2.1 The parties agree that Contractor is an independent contractor for all purposes and shall not to be considered an agent or employee of the City for any purpose. Contractor shall not assert that it is an agent or employee of the City at any time.
- 2.2 Except as otherwise specified in this Agreement, City has no right to control the manner or method of providing Contractor's services under this Agreement and shall not interfere with any particular aspect of Contractor's or Contractor's employees' duties or performance.
- 2.3 Neither Contractor nor any of its employees under this Agreement is entitled to any of the fringe benefits that City normally provides its employees, including, but not limited to, group health, accident, disability and life insurance, pension plans, workers compensation, and withholding for taxes and social security obligations; and no

withholding or contribution for these purposes shall be made by City. Compensation shall be based strictly on the terms set out in this Agreement, which generally depends upon the number of rentals who pay the fee required by Contractor for canoe and kayak rental.

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 - 2.5.1 No later than the date on which Contractor begins operation, Contractor shall provide City with the names and addresses of such employees, subcontractors, or assistants. This obligation is of a continuing nature, prior to the placement of new employees, subcontractors, or assistants in operation on behalf of Contractor, Contractor shall notify City of their names and addresses.
 - 2.5.2 If Contractor uses employees on this Agreement, Contractor is fully responsible for payment of all withholding required by law, including, but not limited to, taxes, including payroll, income and Social Security (FICA), and for payment of salaries, benefits, taxes, Industrial Accident Fund contributions, and all other charges for its employees. Contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. Contractor shall indemnify, defend, and hold City harmless from claims for payment of all such expenses.
- 2.6 City grants Contractor the exclusive privilege to rent canoes and kayaks to the public on the Park. However, City may enter into agreements or concessions with other contractors for the provision of services to members of the public, so long as such contracts do not unreasonably interfere with Contractor's activities under this Agreement. City's rights in the Park remain paramount.
- 2.7 Contractor shall make prompt payment of any claim for labor, materials, or services furnished to Contractor by any person in connection with this Agreement as such claim becomes due. Contractor shall not permit any lien or claim to be filed or prosecuted against City or City's property for labor or material furnished. If Contractor fails, neglects, or refuses to make prompt payment of such a claim, City may pay the claim to the person furnishing the labor, materials, or services and recover the amount of the payment from Contractor.
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- 2.10 Contractor shall make prompt payment as due to any person, co-partnership, association, or corporation furnishing medical, surgical and hospital care, or other needed care and attention incident to sickness or injury to the employees of such Contractor of all sums which Contractor agrees to pay for such services and all moneys and sums which Contractor collected or deducted from the wages of employees pursuant to any law contract or agreement for the purpose of providing or paying for such service.
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3. Indemnification

- 3.1 Contractor agrees to indemnify, defend, and save harmless the City, its elected and appointed officials, officers, agents, employees, and volunteers against all claims, suits, judgments, actions, damages, losses, costs, and expenses whatsoever, including, without limitation, attorneys' fees and costs or expenses incidental to the investigation and defense of claims and lawsuits arising from damage to property, injury or death of persons, or any other damage sustained by a person, firm, or corporation, resulting in whole or in part from a wrongful or negligent act, omission, breach, default, or conduct of Contractor, its agents, contractors, subcontractors, servants, licensees, or employees or in any manner arising from exercising the rights, privileges, and concession granted by this Agreement, or any relationship between Contractor and its end-use customers. Contractor shall pay all judgments, with costs, counsel fees, and expenses, which may be obtained against City relating to such claim. This indemnification does not apply to a claim for injury or death to any person or for damage to the person's property, where such claim is asserted solely against the additional named insured. This section is intended to benefit the City and Contractor, and is not intended for the benefit of any third party.

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- 5.1 For Contractor's operation during each year of this Agreement and in consideration of City's grant of a concession, Contractor agrees to pay a concession fee of \$500 to the City of Tualatin no later than the date of commencement of operations for each year of operation, plus 10% of Contractor's gross revenues over \$2,000 per month, to be paid by the tenth of each month of operation.
 - 5.1.1 Contractor shall furnish within 10 days of the end of each calendar month a written statement of its calculation of the franchise for payment and how much revenues were collected on a daily basis for the preceding month.
- 5.2 City agrees that it will not require Contractor to pay an additional fee, compensation, or consideration for the utilities, security alarms service, maintenance or inspection of Contractor's facilities, which are covered by this Agreement. Nothing in this Agreement shall give Contractor any credit against a lawful business tax or business license fee, ad valorem property tax levied against Contractor's real or personal property within the city, assessment made against Contractor's property, or other charges lawfully imposed on Contractor's property or business within the city not related to the canoe and kayak livery business.
- 5.3 City's acceptance of any payment due under this Agreement shall not waive any breach of this Agreement occurring prior to or during the Agreement and shall not preclude City from later establishing that a larger amount was actually due or from collecting any amount due. Time is of the essence in every provision of this Agreement. Failure of City to object to the violation of this Agreement shall not waive City's rights in regard to a subsequent similar breach or of City's right to demand strict

performance by Contractor of this Agreement.

6. Assignment of Concession

6.1 Contractor shall not sell, assign, transfer, or convey the concession for any purpose or to another entity without prior consent of the City Council. This Agreement is personal to Contractor and cannot be sold, assigned, transferred, seized or taken by operation of law, or under or by virtue of the execution of legal process, attachment, or proceeding brought against Contractor. If an assignment is approved, Contractor is responsible under this Agreement until a supplemental agreement between City and the assignee has been executed.

7. Early Termination

7.1 This Agreement may be terminated prior to the expiration of the agreed-upon term only in accordance with this section.

7.1.1 By mutual written consent of the parties;

7.1.2 By City, effective upon 7 days prior written notice to Contractor by regular first class mail or in person.

7.1.2.1 City may terminate the Agreement in whole or in part due to default or failure of Contractor to perform services in accordance with this Agreement. City shall be free of liability to Contractor for damages of any kind.

7.1.2.2 If City terminates the Agreement, Contractor's sole remedy and limit of recovery from City shall be limited to the fees paid or payable under 5.1.

7.1.3 By Contractor, effective upon 7 days prior written notice to City by regular first class mail or in person.

7.2 Upon termination of this Agreement, whether or not either party has caused a default or improper termination, City may procure upon reasonable terms and in a reasonable manner services similar to those so terminated.

8. Access to Records

8.1 Contractor shall maintain complete and accurate records of all receipts and expenses relative to Contractor's activities under this contract. These accounts shall be kept in accordance with generally accepted accounting principles. City shall have access at all reasonable times upon request to such books, documents, receipts, papers, and records of Contractor as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of one year following the expiration, completion or termination of this Agreement.

9. Adherence to Law

9.1 Contractor shall adhere to all applicable federal and state and local laws, including, but not limited to laws, rules, regulations, and policies concerning employer and employee relationships, workers' compensation, minimum and prevailing wage requirements,

and City park rules.

10. Rules of Operation

10.1 The following specifications and standards shall apply to Contractor's operation:

10.1.1 After each day's operation, all boats shall be stored in the west end of the multipurpose shed or off the Park property unless specific written permission is provided by City. During Contractor's operation, canoes and kayaks not being immediately used may not be stored on the boat dock, but may be stored or displayed on the paved surface in front of the multipurpose shed if an eight foot clear passageway is maintained for pedestrian, bicycle, and maintenance access. Contractor is responsible for all security measures concerning Contractor's equipment except for the security alarm system for the multipurpose shed which the City is responsible for.

10.1.2 At the close of business each day and periodically throughout the day as needed, Contractor shall pick up trash and debris in the immediate vicinity of Contractor's operation and properly dispose of it in receptacles. This includes trash that enters the water and trash generated by spectators and canoe and kayak users. No polluting or foreign substance shall be allowed to enter the Park.

10.1.3 Contractor's employees shall wear a nametag at all times, so that customers can recognize their association with Contractor. Contractor's employees shall be polite and courteous at all times. Upon written notification from City, Contractor shall immediately remove from the job for its duration any employee who is found to be incompetent, disorderly, repeatedly rude to customers, or fails to perform work properly and acceptably.

10.1.4 Contractor's schedule of operation shall be:

Limited Schedule

May 22 – June 20	Saturday and Sunday	10:00 AM to 7:00 PM
September 4 – 12	Saturday and Sunday	10:00 AM to 7:00 PM

Expanded Schedule

June 21 – September 3	Saturday and Sunday	10:00 AM to 7:00 PM
	Wednesday – Friday	12:00 PM to 7:00 PM

This schedule will remain consistent throughout each year of operation season unless otherwise approved in writing by City, and may occur on additional days each week, unless preempted by other city-sponsored events, city maintenance, or unless weather conditions prevent the operation.

10.1.5 The rental rate schedule shall be as follows unless otherwise approved in writing by the City of Tualatin:

Craft and Gear	2 Hour Rate	4 Hour Rate	Daily Rate	Additional Hours
Includes paddles, lifejacket, and sprayskirts (for kayaks)				
Sea Kayak - Single	\$20	\$25	\$40	\$10
Sea Kayak - Double	\$20	\$25	\$40	\$10
Canoe - Double	\$20	\$25	\$40	\$10

Monies may be collected by Contractor in advance; however Contractor shall defend, indemnify, and hold the City harmless from claims made by persons paying advance deposits or charges where services are not furnished and deposited funds are not returned. Fees may be adjusted by written approval of the Parks and Recreation Coordinator.

10.1.6 All users shall be 18 years of age or older unless they are accompanied by a parent or a responsible adult person (18 years of age or older.)

10.1.7 Contractor shall obtain and offer Type III Coast Guard approved personal flotation devices in a variety of sizes. All users shall wear life jackets or life vests which are Type III Coast Guard approved at all times when in a canoe or kayak.

10.1.8 If required by the State Marine Board, all boats shall be licensed.

10.1.9 Contractor shall maintain a telephone on-site at the multipurpose shed where reservations may be made and where Contractor is capable of summoning emergency personnel.

10.1.10 Contractor shall continuously maintain a rescue craft and staff trained and tested in its use. The craft may be powered by a motor, but is not required. Contractor shall also maintain a rescue flotation ring, together with at least 50 feet of rope.

10.1.11 There shall be no amplified music. During Contractor's operation and while canoes and kayaks are in use, employees shall not be permitted to use personal sound devices with earphones.

10.1.12 All accidents and complaints shall be reported to City on standard forms approved by City. Customers with complaints shall be given an opportunity to complete a complaint form. Completed forms shall be forwarded to City no later than the next business day.

10.1.13 Contractor shall not discriminate against rental users on the basis of sex, age, race, color, creed, marital status, national origin, or disability.

10.1.14 Contractor shall provide evidence of training in American Red Cross basic first aid and community CPR. At least one employee with such training shall be present during the rental operation at all times. Contractor shall keep and maintain a basic Red Cross first aid kit at the premises during operation.

10.1.15 Contractor's rental lease agreement, including any forms of release, shall be subject to approval by the City Attorney.

10.1.16 Contractor's signage shall be consistent with the colors and quality of signage used in the Park and be subject to approval by City. Contractor shall post a sign indicating "No Lifeguard on Duty."

10.1.17 Prior to beginning operation, Contractor shall provide for all employees training in the proper methods of providing boat rental services to persons with disabilities. Contractor and employees shall follow the training received.

- 10.2 Contractor shall require strict compliance with rules of operation. The following rules will apply to the operation of all canoes and kayaks:
 - 10.2.1 Boat users shall remain seated inside the boats at all times. Seating shall not be exchanged by passengers during operation.
 - 10.2.2 Contractor shall strictly comply with the limits on the number of passengers on each boat.
 - 10.2.3 All boat passengers shall wear personal flotation devices at all times.
 - 10.2.4 Contractor may cause the forfeiture of rental time by persons who violate these or other Park rules.
- 10.3 Contractor is responsible for securing all cash and equipment. City is not responsible for losses and Contractor must assume full liability and risk for loss of money and loss or damage of equipment.
- 10.4 All Contractors' equipment, including personal flotation devices and boats, shall be kept in a clean, safe, and operable condition at all times. Cleaning and repair of Contractor's equipment shall occur on Contractor's private property. Every effort shall be made to prevent cleaning materials or other debris from entering the Park. Contractor shall immediately remove from service any canoe or kayak or other equipment, which is in a defective or unsafe condition.
- 10.5 Contractor shall not allow persons who appear to have consumed alcohol or be under the influence of narcotics the opportunity to ride in any boat.
11. City shall not be required to make any repairs, alterations, additions, or improvements to or upon the premises. Contractor shall make no alterations, additions, or improvements to the premises without the express written permission of City. Repairs or alterations necessitated by Contractor's acts, omissions, or operations shall be made at Contractor's expense.
12. Contractor shall use the premises for the purpose of conducting a canoe and kayak livery and related special events, instructional clinics, and classes, and retail sales of canoe livery related items such as sunscreen and visors. The premises shall be used for no other purpose whatsoever without City's written consent. Contractor shall not make any unlawful, improper, or offensive use of the premises, nor permit any objectionable noise or odor to escape or to be emitted from the premises, or to do anything or permit anything to be done on the premises in any way tending to create a nuisance.
13. Contractor acknowledges the public has a right to use the boat dock and other facilities of the Park.
14. In case suit or action, including arbitration, is instituted to enforce or interpret the terms, covenants, or conditions of this Agreement or to collect the concession fee which may be due, the losing party agrees to pay such sum as the trial court or arbitrator may adjudge reasonable as attorney's fees and expenses to be allowed the

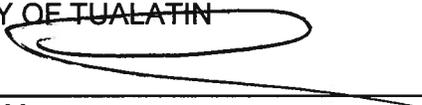
prevailing party in such suit or action, and if an appeal is taken from a judgment or decree in such suit or action, the losing party agrees to pay such further sum as the appellate court shall adjudge reasonable as the prevailing party's attorney's fees and expenses on appeal.

15. This Agreement constitutes the entire Agreement between the parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified in this Agreement. Contractor acknowledges that Contractor has read this Agreement, understands it and agrees to be bound by its terms and conditions.

16. **City's Representative**

16.1 City's representative is Carl Switzer, Parks and Recreation Coordinator. He is authorized to decide on all issues relating to operations of Contractor where this Agreement indicates City approval is required. The City will notify Contractor if there is a change of the City's representative.

CITY OF TUALATIN

By 
Mayor

Date 4-26-10

APPROVED AS TO FORM:


City Attorney

CONTRACTOR

By 

Date 4/12/10

Alder Creek Kayak Supply Inc



STAFF REPORT

CITY OF TUALATIN

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Daniel J. Boss, Operations Director *DJB*
Ernie Rode, Street/Sewer/Storm Division Supervisor *ER*

DATE: April 26, 2010

SUBJECT: RESOLUTION AWARDING THE BID FOR THE 2010/2011
PAVEMENT MAINTENANCE SCHEDULE

ISSUE BEFORE THE COUNCIL:

Awarding the bid for the 2010/2011 Pavement Maintenance Schedule.

RECOMMENDATION:

Staff recommends that Council adopt the attached Resolution, awarding the bid for the 2010/2011 Pavement Maintenance Schedule project and authorizing the Mayor to execute a contract with KF Jacobsen Company, Inc., in the amount of \$330,459.79.

EXECUTIVE SUMMARY:

- This project consists of street pavement overlays, full-depth patch or inlays, traffic detection logo replacement, and other pavement-related work on Teton Avenue, south of Tualatin-Sherwood Road to the north side of Avery Street, and on Boones Ferry Road, south of Avery Street to the north side of Apache Drive.
- The Invitation to Bid was published in the *Daily Journal of Commerce* on March 23 and 30, 2010.
- Bids for this project were opened on Friday, April 9, 2010, at 1:00 pm. Six bidders responded:

KF Jacobsen Company, Inc.	\$330,459.79
Brix Paving Company	339,596.00
Knife River	367,975.00
Eagle-Elsner, Inc.	369,800.00
Kodiak-Pacific Construction	385,385.00
Lakeside Industries	458,646.00
- The project is to be completed before August 15, 2010.
- The Engineer's Estimate was \$433,700.
- The lowest responsible bidder is KF Jacobsen Company, Inc., in the amount of \$330,459.79.

STAFF REPORT: Resolution Awarding the Bid for 2010/2011 Pavement Maintenance Schedule
April 26, 2010
Page 2 of 2

OUTCOMES OF DECISION:

If awarded, the contractor will begin on July 1 and be done by August 15, 2010.

FINANCIAL IMPLICATIONS:

Funds for this project are available in the 2010/2011 fiscal year budget, Road Utility Fund 016-0000-641.64-33.

Attachment: Resolution

m:rode/pms/bidaward .j

RESOLUTION NO. 4972-10

RESOLUTION AWARDING THE BID FOR THE 2010/2011 PAVEMENT MAINTENANCE SCHEDULE

WHEREAS the 2010/2011 Pavement Maintenance Schedule project was advertised in the *Daily Journal of Commerce* on March 23 and 30, 2010; and

WHEREAS six proposals were received prior to the close of the bid period on April 9, 2010; and

WHEREAS KF Jacobsen Company, Inc., submitted the lowest responsible bid for the project in the amount of \$330,459.79; and

WHEREAS funding for this project is budgeted in the 2010/2011 fiscal year Road Utility Fund line item 016-0000-641.64-33.

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

Section 1. The contract is awarded to KF Jacobsen Company, Inc.

Section 2. The Mayor and City Recorder are authorized to execute a contract with KF Jacobsen Company, Inc., in the amount of \$330,459.79.

Section 3. The Operations Director is authorized to execute change orders totaling up to 10% of the original contract amount.

INTRODUCED AND ADOPTED this 26th day of April, 2010.

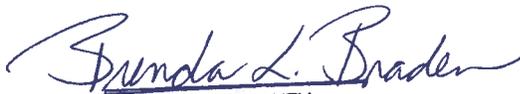
CITY OF TUALATIN, OREGON

BY _____
Mayor

ATTEST:

BY 
City Recorder

APPROVED AS TO LEGAL FORM


CITY ATTORNEY

AGREEMENT

THIS AGREEMENT, made and entered into this 26th day of April, 2010, by and between KF Jacobsen Company, Inc. ("Contractor") and the City of Tualatin (County of Washington, State of Oregon) ("Owner").

WITNESSETH THAT:

WHEREAS, pursuant to the invitation of Owner, on the 9th day of April, 2010, Contractor filed with Owner a proposal containing an offer; and

WHEREAS, Owner has determined that said offer was the best submitted;

NOW, THEREFORE, IT IS AGREED:

That Contractor shall comply in every way with the requirements of those certain documents entitled: "Contract Documents for the 2010/2011 Pavement Maintenance Schedule".

That, in consideration of faithful compliance with the terms and conditions of this Agreement, Owner shall pay to Contractor at the times and in the manner provided in the Contract Documents the total sum of Three Hundred Thirty Thousand Four Hundred Fifty-Nine and 79/100 Dollars (\$330,459.79), which sum is subject, to increase or decrease in such proportion as the quantities named in the proposal are so changed, all in conformance with the Contract Documents.

That the time of completion will be specified as it pertains to each schedule from date of notice to proceed.

That the Contract Documents are made a part of this Agreement by actual attachment.

Contractor agrees to indemnify and hold harmless Owner from any and all defects appearing or developing in the materials furnished and the workmanship performed under this contract for a period of one (1) year after date of acceptance of the work by Owner.

Contractor agrees to fully comply with the provisions of ORS 279C.800 through 279C.870 relating to prevailing wage rates, which are made a part of this contract by reference, as though fully set forth.

IN WITNESS WHEREOF, Contractor and Owner have caused this Agreement to be executed on the day and year first above written.

CONTRACTOR

Name _____

By _____

(typed or printed name)

Title _____

Telephone number _____

CITY OF TUALATIN

(County of Washington, State of Oregon)

By _____

Lou Ogden

(typed or printed name)

Title **Mayor** _____

Telephone number **#503-692-2000** _____

Attested:

By _____

[Signature]
City Recorder

Approved as to form:

[Signature]

City Attorney



STAFF REPORT

CITY OF TUALATIN

****DENIED**

APPROVED BY TUALATIN CITY COUNCIL

Date 4-26-10

Recording Secretary [Signature]

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager [Signature]

FROM: Doug Rux, Community Development Director [Signature]

DATE: April 26, 2010

SUBJECT: AN ORDINANCE CONSIDERING A SUBSTANTIAL AMENDMENT TO THE URBAN RENEWAL PLAN FOR THE TUALATIN CENTRAL URBAN RENEWAL PROJECT, INCREASING THE MAXIMUM INDEBTEDNESS AND ADDING PROJECTS TO ADDRESS BLIGHT: AND AMENDING TDC 30.010 AND TDC MAP 9-3 (PTA-09-10)

ISSUE BEFORE THE COUNCIL:

City Council consideration regarding the request for a Plan Text Amendment (PTA) to the Tualatin Development Code (TDC), amending TDC Map 9-3 and TDC 30.010 Tualatin Urban Renewal Plan, to increase the maximum indebtedness of the Plan by an additional \$120 million for fifteen projects or a Oregon Revised Statute 457 not to exceed limit amount of 20% of the initial maximum indebtedness. The Central Urban Renewal Plan was adopted as part of the Tualatin Community Plan and is incorporated by reference.

RECOMMENDATION:

- The Urban Renewal Advisory Committee (URAC) met on February 16, 2010 and voted 3-2 adopting the staff's recommendation with the provision that Project #7 (Tualatin Road Extension project) be deleted and funding scaled down accordingly.
- The Tualatin Planning Advisory Committee (TPAC) met on February 11, 2010 and voted 6 to 0 to recommend approval of the proposal to Council with the removal of project item #7 (Tualatin Road Extension project) based on its belief that further public notice should be given by sending post cards to the neighborhood prior to the two upcoming considerations: at the Tualatin Tomorrow Forum and the City Council; and on its further belief that there is the need for more precise definitive traffic studies to confirm the impact of this project.
- The Tualatin Development Commission (Commission) met on March 8, 2010 and voted 6 to 0 to approve and recommend that the City Council adopt the Urban Renewal Plan for the Central Urban Renewal Project, 1975, as amended through

the Substantial Amendment, as part of the Tualatin Community Plan, except that the bridge portion of the Tualatin Road Extension project shall be deleted from the Plan.

- Staff recommends the City Council consider the staff report and supporting attachments and provide direction.

EXECUTIVE SUMMARY:

- This is a legislative public hearing.
- This matter is a Plan Text Amendment (PTA) to the Tualatin Development Code (TDC).
- The public hearing was initially opened on March 22, 2010 and continued to April 26, 2010.
- The staff report and all attachments were entered into the record at the March 22, 2010 public hearing. A copy of that material can be found at <http://www.ci.tualatin.or.us/government/docs/epacket20100322.pdf>
- Subsequent to the March 22, 2010 continued public hearing, a community open house was held on April 1, 2010 that was attended by approximately 70 citizens.
- The City Council discussed an alternative option of a “not to exceed 20% maximum indebtedness increase” at their April 12, 2010 meeting and requested that staff return with information explaining what a “not to exceed 20% increase” might encompass, statutory requirements, uncompleted projects listed in the current CURD plan, possible project costs, etc.
- ORS 457.220 allows for increases to maximum indebtedness of urban renewal plans. This increase is termed a substantial amendment. Any increase above the existing maximum indebtedness listed in the CURD plan, currently at \$27,705,384, is a substantial amendment.
- ORS 457.220(4) allows on or after January 1, 2010 urban renewal plans to be amended. Specifically it states “(4) On or after January 1, 2010, the urban renewal agency may amend a plan that is not a large metropolitan plan as defined in ORS 457.470 to increase maximum indebtedness, provided that: (a) the aggregate of all amendments under this subsection may not exceed 20 percent of the plan’s initial maximum indebtedness, as adjusted pursuant to paragraph (b) of this subsection. (b) For purposes of computing the 20 percent limit in maximum indebtedness, the initial maximum indebtedness may be increased annually on the anniversary date of initial approval of the plan by the index used in the urban renewal report to compute the future costs of projects that will be financed under the plan, beginning on the later of July 1, 1999, or the first anniversary date of plan approval. This increase may be applied only to the first amendment to maximum indebtedness that is made on or after January, 1 2010.”
- There are questions about what the “not to exceed 20% increase” number would be based on the above statutory language. Staff has heard from some citizens they thought it would be in the \$5.5 million range. Organizations represented by the Special Districts Association (SDAO) indicated they thought it was in the \$7.6

million range. Staff has calculated the amount at approximately \$18.3 million. Discussions are ongoing with SDAO on the calculation methodology.

- A not to exceed 20% substantial amendment requires a confer consult process with overlapping taxing districts. It does not require concurrence, as required under the \$120 million proposal that exceeds the 20% provision. With the confer and consult process, a revised plan would need to be prepared and shared with the overlapping taxing districts. They are provided the opportunity to comment on the proposal. The City Council must consider any written recommendations of the governing body of the taxing districts and shall be accepted, rejected or modified by the City Council.
- The Council has the ability to modify the existing proposal before them. To prepare a not to exceed 20% proposal the existing proposal can be trimmed back. That's to say the documents (Plan and Report) can be modified by removing proposed authorized projects in the Plan and changing the financial projections in the Report.
- A not to exceed 20% maximum indebtedness proposal would retain the existing CURD boundary.
- City Council discussed on April 12, 2010 the preference for obtaining full agreement from all the taxing authorities on a not to exceed 20% proposal. It should be noted that the City Council has received concurrence on the \$120 million proposal from 66% of the overlapping taxing districts. These written concurrence documents cannot be used for a not to exceed 20% proposal. New communication would need to occur with all of the overlapping taxing districts. The comments from the overlapping districts would need to be received by May 10, 2010 in order for the City Council to consider the comments.
- There are four projects in the current Central Urban Renewal Plan that have insufficient funds to complete. These include:
 1. Boones Ferry Road (SW Martinazzi Avenue to the SW Upper/Lower Boones Ferry intersection);
 2. East Commons (SW Martinazzi Avenue from SW Tualatin-Sherwood Road to SW Boones Ferry Road, SW Nyberg Street and SW Seneca Street);
 3. Commons Landmark;
 4. Eastside Downtown (K-Mart area).
- Boones Ferry Road (SW Martinazzi Avenue to the SW Upper/Lower Boones Ferry intersection). This project is to widen SW Boones Ferry Road to a five-lane cross section, replace the bridge and install streetscape enhancements. Project cost in 2009 dollar value is \$11,760,000.
- East Commons (SW Martinazzi Avenue from SW Tualatin-Sherwood Road to SW Boones Ferry Road, SW Nyberg Street and SW Seneca Street). This project widens SW Martinazzi Avenue to accommodate bike lanes, installs streetscape enhancements on SW Martinazzi Avenue, SW Nyberg Street and SW Seneca Street. Project cost in 2009 dollar value is \$4,000,000.
- Commons Landmark. This project constructs a landmark structure up to 75 feet in height at the Lake of the Commons. The landmark was originally envisioned

as part of the Tualatin Commons project. The cost in 2009 dollar value is \$1,090,000.

- Eastside Downtown (K-Mart area). This project is construction of new roadways with water, sewer, storm drainage systems and streetscape enhancements to match streetscapes in the central downtown area. The cost in 2009 dollar value is \$11,810,000.
- The four projects would have to be adjusted to reflect actual values based on the time horizon when they could be constructed. The index that would be used is 3%, consistent with the existing Central Urban Renewal Plan methodology and statutory requirements.
- Administrative overhead, transfer and reimbursement costs would need to be calculated based on project costs, the maximum indebtedness amount and time horizon. An initial estimate would be in the \$969,000 - \$2.5 million range over a horizon of 2-7 years.
- Estimates would have to be made on the development assumptions that would occur within the time horizon for construction to determine tax increment revenue collections. The assumption staff suggests using is the Low or Medium Development Scenarios developed as part of the original evaluation of the CURD maximum indebtedness increase proposal. This is substantially lower intensity of development than originally modeled under the \$120 million proposal. The estimated Floor Area Ratio (FAR) would be .47 to .63.
- The estimated tax increment revenues for fiscal year 10/11 are estimated at \$2.36 million. Over the time horizon, an appreciation value of 2.5% would be used on assessed value with a corresponding 2.5% increase in tax increment collections.
- Private development projects that could occur realistically with a time horizon are the Riverhouse Project on SW Boones Ferry Road, Robinson Crossing II on SW Boones Ferry Road and redevelopment of the Clark Lumber site on SW Nyberg Street.
- Depending on the development model scenario selected (Low or Medium) the assessed value of new development would be different. Financial modeling would need to be done to determine the assessed value that could be added to the appreciation values previously stated to establish revenue projections and what the corresponding time horizon would be.
- An initial staff estimate of tax increment revenues based on the above assumptions indicates:
 1. Low Development Scenario – \$7.5 million over a time horizon of three (3) years to \$18.23 million in a time horizon of seven (7) years.
 2. Medium Development Scenario – \$7.5 million over a time horizon of three (3) years to \$18.28 million in a time horizon of seven (7) years.
- Based on identification of which of the four projects in the existing CURD plan or some combination thereof, resolution on the not to exceed 20% maximum indebtedness calculation methodology, development scenario model selection and running financial models, then a time horizon can be established. Staff's initial look at what the possibilities are indicates that the time horizon would be in the 2-7 year range.

- Staff estimates that no revenue sharing would occur with the overlapping taxing districts in a not to exceed 20% proposal in a time horizon of 2-5 years. This is because revenues would not reach the statutory trigger of 10% of the existing maximum indebtedness amount. Revenue sharing might occur if the time horizon extends into the 6-7 year window. A final determination cannot be made on staff's estimates until resolution on the not to exceed 20% maximum indebtedness calculation methodology, development scenario model selection, running financial models and establishing a time horizon.
- A not to exceed 20% maximum indebtedness proposal retains the current frozen base amount of \$14 million. This \$14 million base and its corresponding revenue are shared by the overlapping taxing districts. The Commission would continue to fully collect on the incremental assessed value unless a revenue sharing trigger is reached as noted above.
- A not to exceed 20% maximum indebtedness proposal is not the final substantial amendment possibility. Prior to reaching the approved new maximum indebtedness amount if it was at 20% of the existing maximum indebtedness, a proposal could be made to increase the maximum indebtedness a second, third or fourth time, or more. The process with the overlapping taxing districts would be through concurrence as has been done in the current \$120 million proposal before the City Council. If the not to exceed 20% limit had not been met through the first substantial amendment, a series of substantial amendments are possible up to the 20% limit of the initial maximum indebtedness. The initial maximum indebtedness in this case is \$27,705,384.
- The amount of forgone revenue to the overlapping taxing districts would have to be calculated based on the selection of options and resolution of issues previously noted in this report. To gain some order of magnitude understanding of the impacts, using a maximum indebtedness increase of \$18.3 million would provide an estimated average annual forgone revenue amount based on present value of:
 - Washington County - \$369,706
 - Metro - \$15,884
 - Port of Portland - \$11,527
 - PCC - \$46,501
 - NWESD - \$25,289
 - TTSD - \$820,378
 - TVF&R - \$250,790
 - City of Tualatin - \$372,682

OUTCOMES OF DECISION:

Direction to modify PTA-09-10 to a not to exceed amount of 20% of the existing maximum indebtedness would result in the following:

1. The City Council could continue the public hearing to May 10, 2010
2. Staff re-writing the CURD Plan and Report to reflect a not to exceed 20% amount or an amount less than 20% as directed by City Council.

3. Council providing direction on what project or projects to include in the not to exceed 20% proposal.
4. Proceeding through a confer and consult process with the overlapping taxing districts with a request for comments by May 10, 2010.
5. Make the revised proposal available on the City's web site, in City Library and in Community Development Department for the public to review as soon as possible but no later than May 3, 2010.
6. Take testimony on the not to exceed 20% proposal on May 10, 2010.
7. Adopt an ordinance approving the not to exceed 20% proposal on May 24, 2010.
8. The ordinance would take effect on June 23, 2010.

Direction to not modify PTA-09-10 to a not to exceed amount of 20% of the existing maximum indebtedness would result in the following:

1. The City Council could deny the \$120 million proposal on April 26, 2010 and request staff to prepare the appropriate paperwork to support that direction.
2. The Tualatin Development Commission could request that the \$120 million proposal be withdrawn.
3. The City Council could continue the public hearing to May 10, 2010 and take some form of action on the \$120 million proposal after additional public testimony. An action in the affirmative would require 75% concurrence from the overlapping taxing districts.
4. Adopt an ordinance approving the \$120 million proposal on May 24, 2010.
5. Adopt an ordinance denying the \$120 million proposal on May 24, 2010.
6. The ordinance would take effect on June 23, 2010.

ALTERNATIVES TO RECOMMENDATION:

The alternatives to the staff recommendation for the Council are:

- Recommend approving the proposed PTA with alterations.
- Recommend denying the proposed PTA.
- Continue the discussion of the proposed PTA and return to the matter at a later date.

FINANCIAL IMPLICATIONS:

Passing an ordinance increasing the maximum indebtedness amount would mean the City would forgo the collection of property tax revenue.

PUBLIC INVOLVEMENT:

An open house was conducted on April 1, 2010 that approximately 70 citizens attended and shared views on the Central Urban Renewal District maximum indebtedness increase proposal. This is in addition to the public involvement that was listed in the March 22, 2010 staff report to the City Council.

Doug Rux

PTA-09-10

From: Yvonne Addington [yaddington@verizon.net]
Sent: Monday, April 26, 2010 10:22 AM
To: lou.ogden@juno.com; jay@h-mc.com; smbeikman@verizon.net; maddux01@verizon.net; etruax@royalaa.com; chris@mustardpeople.com; joelle.d.davis@gmail.com; Sherilyn Lombos; Doug Rux; Paul Hennon
Cc: lindamoholt@msn.com; Lindy@spindesign.com; psfoto@comcast.net
Subject: Continue Central Urban Renewal

Mayor and City Council:

I support the continuation of the Central Urban Renewal District as an essential financing tool for completion of the downtown Tualatin plan. I can't think of any other way to finance needed improvements of benefit to the whole community without additional taxes to property owners. Starting over by closing the existing district would waste time and money and, if ever it was started again, would take too long to develop enough tax increment to finance needed improvements, at the detriment of the what has already developed into a rather unique and attractive downtown, unlike all other suburban communities in the metropolitan Portland area. I am proud of it.

Although a project included in the proposed plan earlier was highly opposed and unwanted, it is easily removed and can allow the other project financing to continue as long as time does not lapse for decisions. Buying time to do the right thing and to explain the complicated financing concepts should prove beneficial to the city and its residents. Since I no longer live in the City of Tualatin, but return sometimes daily to my hometown for volunteer service to the Tualatin Historical Society and Tualatin Chamber of Commerce Government Affairs Committee, I do not take a position on the projects proposed, only that the financing increment tool is important to all residents and businesses, Continuing to develop the "downtown atmosphere" which has finally come to pass after we created it in 1975 seems most logical and important to the entire community. Even the School District has indicated benefit from increased development in the central district.

As a part of Tualatin history, I have been compiling the history of the Central Urban Renewal District that was created when I served as City Administrator and Urban Renewal Manager. While only on my first draft of the history, I did put some of the original pictures on a poster board to show how things have changed for the better. You won't believe the blight!!! The City Public Works Director and I took them in 1975 to document blight in the area, then a criteria of forming an urban renewal district. I will bring them to City Hall today for display if you so wish

Yvonne Addington
PO Box 545
Sherwood, Oregon 97140.

From: Larry Harvey [harvey@pacwestcom.com]
Sent: Monday, April 26, 2010 12:37 PM
To: Lou.ogden@juno.com; chris@mustardpeople.com; etruax@royalaa.com; Jay@H-Mc.com; maddux01@verizon.net; smbeikman@verizon.net; joelle.d.davis@gmail.com
Cc: Christine Moore; Terri D. Ward CPA, CFP; Linda Moholt; Sherilyn Lombos; Doug Rux
Subject: SUPPORT FOR URBAN RENEWAL

Dear Mayor and City Councilors:

It is my understanding that you will have an opportunity to give final consideration as to how the City will manage its urban renewal district at tonight's Council meeting. I appreciate this issue has been arduous and, at times, even contentious. However, I urge you not to lose sight of the economic necessity inherent to maintaining the City's urban renewal options and the role the district plays regarding the vitality of our business community.

As you may know, the Tualatin Chamber of Commerce Board of Directors, at the urging of its government affairs committee, has voted to unanimously support the City's efforts to adopt the "not to exceed 20%" amount based upon staff recommendations and to move forward with the critical work that must be done on this policy issue. The City has the legal authority to adopt this proposal under the new law recently passed in HB 3056 during the 2009 legislative session. Even those who may be opposed to the City's original proposal will have to agree this revised proposal is not only legal but an acceptable step forward as was agreed to during negotiations of the legislation.

As a former members of the City's Urban Renewal Advisory Committee, I understand how imperative it is for the City to make use of every tool available to maintain its economic flexibility. With the projected population growth in this region, it becomes even more critical that employment opportunities be available in the same areas where residential expansion will occur. Adoption of the proposed urban renewal proposal is both logical and practical. It might even be suggested that it is the responsibility of all our regional leaders to adopt policies such as this proposal in order to meet other guidelines and standards we are coming upon, both environmentally and in the area of transportation planning.

I appreciate your service and commitment to the community and, as the co-chair of the Tualatin Chamber's Government Affairs Committee, want you to understand the business community stands with you in making this decision and will support you as you move forward. Thank you for your consideration and I look forward to working with you all as we implement this policy for the better of Tualatin.

Larry D. Harvey
Pac/West
8600 SW St. Helens Drive, Suite 100
Wilsonville, OR 97070
ph: 503-685-9400, ext. 222
fax: 503-685-9405
cell: 503-781-4028
e-mail: harvey@pacwestcom.com

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STAFF REPORT

CITY OF TUALATIN

APPROVED BY TUALATIN CITY COUNCIL

Date 4-26-10

Recording Secretary [Signature]

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager *[Signature]*

FROM: Doug Rux, Community Development Director *[Signature]*
William Harper, Associate Planner *[Signature]*

DATE: April 26, 2010

SUBJECT: A RESOLUTION FOR A CONDITIONAL USE PERMIT FOR OUTDOOR PET DAY CARE IN THE GENERAL COMMERCIAL (CG) PLANNING DISTRICT AT 17650 SW LOWER BOONES FERRY ROAD (TAX MAP 21E18BC, TAX LOT 1400) (CUP-10-01)

ISSUE BEFORE THE COUNCIL:

A request for a Conditional Use Permit (CUP) that would allow an outdoor pet day care use on the Hansen's Corner commercial center site in the General Commercial (CG) Planning District at 17650 SW Lower Boones Ferry Road (Tax Map 21E18BC, Tax Lot 1400). The applicant has requested the public hearing scheduled for April 26, 2010 be continued to June 28, 2010.

RECOMMENDATION:

Staff recommends the noticed public hearing for CUP-10-01 be continued to June 28, 2010 at 7:00 p.m.

EXECUTIVE SUMMARY:

- This matter is a quasi-judicial public hearing. The public hearing was scheduled and noticed for April 26, 2010.
- This matter is a Conditional Use Permit (CUP) request.
- The application was submitted by Joseph Schaefer representing Drew Prell and Oswego Investors, LLC. Oswego Investors owns the 0.76 acre subject property in the CG Planning District (Attachment A).
- This application was submitted with Plan Text Amendment PTA-10-10, a proposal to amend the TDC to allow outdoor pet day care as a conditional use in the CG Planning District. The public hearing for PTA-10-01 was opened on April 12, 2010 and continued by the Council to May 24, 2010 to allow time to address questions about additional standards for approving pet day care uses. In a letter submitted on April 14, 2010 (Attachment A), Mr. Schaefer requested that PTA-

10-01 be continued again to June 10, 2010 and requested that the companion CUP-10-01 be continued to June 28, 2010.

FINANCIAL IMPLICATIONS:

Revenue for Conditional Use Permits has been budgeted for Fiscal Year 09/10 and the Applicant submitted payment on January 8, 2010, to process CUP-10-01 per the City of Tualatin Fee Schedule.

Attachments: A. Applicant's Letter



SCHWABE, WILLIAMSON & WYATT
ATTORNEYS AT LAW

**CITY OF TUALATIN
RECEIVED**

APR 14 2010

**COMMUNITY DEVELOPMENT
PLANNING DIVISION**

Pacwest Center, 1211 SW 5th Ave., Suite 1900, Portland, OR 97204 | Phone 503.222.9981 | Fax 503.796.2900 | www.schwabe.com

JOSEPH S. SCHAEFER
LAND USE PLANNER
Direct Line: 503-796-2091
Cellular Phone: (503) 819-4764
E-Mail: jschaefer@schwabe.com

April 14, 2010

Mr. William Harper, AICP
Associate Planner
City of Tualatin
P.O. Box 369
Tualatin, OR 97062-0369

Re: Schedule for Text Amendment and Conditional Use

Dear Will:

This letter is to follow up on Monday's City Council hearing, where the Council decided to refer the text amendment back to the Planning Advisory Committee for revision. In particular, the Council desires the development of additional criteria applicable to outdoor pet day care.

The City Council hearing on the conditional use application was scheduled for April 26. However, given that the text amendment must be approved before the conditional use can be approved, the conditional use hearing will need to be postponed, and we request a continuance of that hearing until June 28.

The Planning Advisory Committee will consider this at their meeting on May 13. Then the City Council planned to have the next text amendment hearing on May 24. Due to a scheduling conflict, we request that the Council hearing be continued from May 24 until June 14.

In order to accommodate these hearings, we will extend the 120-day deadline by 90 days.

Mr. William Harper, AICP
April 14, 2010
Page 2

Thanks for your assistance with the scheduling, and I look forward to working with you on the additional criteria.

Sincerely,



Joseph S. Schaefer
Land Use Planner

JSS:cst

cc: Mr. Drew R. Prell



STAFF REPORT

CITY OF TUALATIN

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager *SL*

FROM: Paul Hennon, Community Services Director *Paul Hennon*
Abigail Elder, Library Manager *AEL*

DATE: April 26, 2010

SUBJECT: TUALATIN LIBRARY ADVISORY COMMITTEE ANNUAL REPORT

ISSUE BEFORE THE COUNCIL:

The Council will accept the 2009 Annual Report of the Tualatin Library Advisory Committee (TLAC).

RECOMMENDATION:

TLAC recommends that Council accepts the annual report and that the City continue to support the library with designated library revenues from Washington County and the General Fund contributions that enable the city to provide outstanding library services to meet community expectations.

TLAC further recommends that Council ensure continued full library service to Tualatin residents living in Clackamas County, and that any funds raised through annexation be dedicated to providing library services.

Staff recommends that Council accept the annual report.

EXECUTIVE SUMMARY:

Tualatin Library Advisory Committee (TLAC) was established by Ordinance 758-88, adopted by Council on October 10, 1988 and incorporated into the Tualatin Municipal Code as Chapter 1-25.

The role of TLAC is to consult with and advise the Library Manager, make recommendations to the City Council, and hear and consider complaints about City Library policies and materials. The committee consists of seven members appointed by Council. The Library Manager provides TLAC with staff support. The TLAC meets monthly or more often as needed.

Members of the 2009 TLAC were: Frank Bubenik, Marge Congress (Chairperson), Marissa Houlberg, Gimena Olguin, Len Runion, Willie Stephan and Thea Wood.

FINANCIAL IMPLICATIONS:

TLAC has no annual revenue or expenditures.

DISCUSSION:

- TLAC welcomed three new members this year. Len Runion and Thea Wood joined the committee in May, 2009. Gimena Olguin, a junior at Tualatin High School, joined the committee in December, 2009. In addition, Marge Congress was re-appointed to TLAC.
- Throughout the year, TLAC continued its involvement with various aspects of the new library and provided valuable comments and perspectives on use of the new building. For example, TLAC members expressed concern about pedestrian safety in the parking lot. In response, the City added a strip outside the concrete header on the crosswalk between the Library and City Council Chambers. TLAC has also given input regarding future plans for the Library Plaza and recruiting a new vendor for the Espresso Bar in the lobby.
- Each month, the Library Manager has updated the TLAC on library activities and statistics. Customer comment cards are also reviewed monthly.
- TLAC reviewed the Library Internet Use Policy, including gathering public comments and testimony. TLAC recommended maintaining the current policy.
- TLAC has stayed abreast of current trends in library service models, including offering more self-service options such as self-check out machines. Over 80% of first-time checkouts occur at the self-check machines.
- The Committee is monitoring developments leading up to and following the May 18th election, where voters will decide if the Clackamas County section of Tualatin should annex into the Library District of Clackamas County.
- The Committee has a member closely involved in Tualatin Tomorrow, a member who serves on the Foundation Board who is active with the Friends of the

Library. In addition, many committee members also volunteer at the Library in other capacities.

- Members of the TLAC wish to recognize and thank the City Council for its continuing support of the library through the years with adequate and stable funding for its operations.



Tualatin Library Advisory Committee Annual Report

COMMITTEE MEMBERSHIP



Front row: Frank Bubenik, Len Runion, Gimena Olguin
Back row: Thea Wood, Marge Congress, Willie Stephan,
Marissa Houlberg, Abigail Elder (library manager)

ACCOMPLISHMENTS – 2009

- Reviewed Library Funding
- Established policies
- Recommended improvements for building and services



CURRENT ACTIVITIES

- Donation and program policies.
- Library District of Clackamas County.
- Washington County funding for libraries.
- Monthly review of customer comments.

