



**TUALATIN CITY COUNCIL
AND
TUALATIN DEVELOPMENT COMMISSION**
Monday, May 27, 2008

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 Ed Truax
Councilor Chris Barhyte
Councilor Monique Beikman

Councilor Bob Boryska
Councilor Jay Harris
Councilor Donna Maddux

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 8380 SW Nyberg Street, 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 (voice) or 503.692.0574 (TDD). Notification thirty-six (36) hours prior to the meeting will enable the City to make reasonable arrangements to assure accessibility to this meeting.

Council meetings are televised “live” on the day of the meeting on Washington County Cable Access Channel 28. The replay schedule for Council meetings can be found at www.tvctv.org.

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

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 10 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 192.660(2)(m)* security issues. **All discussions within this session are confidential.** Therefore, nothing from this meeting may be disclosed by those present. News media representatives are allowed to attend this session (unless it involves labor relations), but shall not disclose any information discussed during this session.



A. CALL TO ORDER

Pledge of Allegiance

B. PRESENTATIONS, ANNOUNCEMENTS, SPECIAL REPORTS

- 1. Chamber of Commerce Update
- 2. New Employee Introduction – *Danny Smith Jr., Senior Library Assistant*
- 3. Presentation on Public Art

C. CITIZEN COMMENTS

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

D. CONSENT AGENDA (Item Nos. 1 – 5)

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The Consent Agenda will be enacted with one vote. The Mayor will first ask the staff, the public and the 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." At that time, any member of the audience may comment on any item pulled 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.

- 1. Resolution No. 4788-08 Amending the City of Tualatin Fee Schedule and5
Rescinding Resolution No. 4775-08
- 2. Resolution No. 4789-08 Approving Amendment No. 2 to the Intergovernmental Agreement16
Between Washington County and the City of Tualatin for the
Coordination of Activities Related to the U.S. Department of
Homeland Security's Urban Areas Security Initiative (UASI)
Grant Program
- 3. Resolution No. 4790-08 Authorizing Off-Site Buffer Mitigation and Easement on38
City Property in Brown's Ferry Park
- 4. 2007 Annual Report of the Tualatin Arts Advisory Committee68
- 5. Resolution No. 4791-08 Accepting Deed of Dedication and Easements Associated With.....75
the SW Herman Road Improvements Project (Sally Lee Paulson)

E. PUBLIC HEARINGS – Legislative or Other

- 1. An Ordinance Relating to Signs; Removing Freeway-Oriented Activity Signs as Allowed92
Freestanding Signs; Amending Nonconforming Sign Provisions; and Amending TDC 20.030,
31.060, 35.200, 38.110 & 38.220 - PTA 08-01

F. PUBLIC HEARINGS – Quasi-Judicial

1. An Ordinance Applying the Institutional (IN) Planning District to 8930 SW Norwood Road,122 and Amending the Community Plan Map 9-1 (PMA-08-02)

G. GENERAL BUSINESS (*Item Nos. 1 - 2*)

1. Resolution No. (denied) Allowing a Traffic Signal at the Intersection of145 SW 108th Avenue and SW Tualatin Road
2. Change Order No. 3 to the Contract Documents for Construction of the150 Library/City Offices Expansion and Remodel Project

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

CITY COUNCIL MEETING SIGN-UP SHEET

PLEASE COMPLETE TO GIVE TESTIMONY

DATE: Tues - May 27, 2008

PLEASE LIMIT TESTIMONY TO THREE MINUTES

PLEASE PRINT CLEARLY				AGENDA ITEM(S)	PROPONENT (if applicable)	OPPONENT (if applicable)
NAME	ADDRESS	REPRESENTING (if applicable)				
Cindy Green	8690 Comanche Way	Seminole Trail				
Karen Jones	8680 SW Seminole Tr	Seminole Trail				
Scott Repp	6550 Seminole Trail	Seminole Trail				
Kathy Newcomb						



STAFF REPORT

CITY OF TUALATIN

TO: Honorable Mayor and Members of the City Council

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

FROM: Doug Rux, Community Development Department *[Signature]*
Cindy Hahn, Assistant Planner *[Signature]*

DATE: May 27, 2008

SUBJECT: RESOLUTION AMENDING THE CITY OF TUALATIN FEE SCHEDULE AND RESCINDING RESOLUTION NO. 4775-08.

ISSUE BEFORE THE COUNCIL:

City Council consideration of adopting a resolution to update the City of Tualatin Fee Schedule.

RECOMMENDATION:

Staff recommends that the City Council adopt the attached resolution.

EXECUTIVE SUMMARY:

- This action is not a public hearing.
- On April 28, 2008, Council directed staff to come back with a resolution to establish fees for Single-family Architectural Review.
- This proposal is to amend the City of Tualatin Fee Schedule in order to establish the following fees on a cost recovery basis:

Community Development Department

Architectural Review, Single-family Level I (Clear & Objective)	50.00
Architectural Review, Single-family Level II (Discretionary)	700.00

The fees will be established as of July 1, 2008, to coincide with the start of the 2008-09 fiscal year. Because the ordinance adopting Single-family Architectural Review will go into effect June 11, 2008, there will be 19 days during which no fee will be charged for review of an application were one to be submitted and any revenue that potentially would have been generated will be lost.

- There are no applicable criteria to apply to this request.
- The City has general government authority to cover the costs of providing services and documents, as set forth by applicable Oregon Revised Statutes.

OUTCOMES OF DECISION:

Approval of the fee schedule amendment will result in the following:

1. Fees for Single-family Architectural Review will be established as of July 1, 2008.
2. All other fees will remain unchanged.
3. The changes will become effective July 1, 2008, in order to coincide with the start of the 2008-09 fiscal year.
4. Resolution No. 4775-08 will be rescinded effective July 1, 2008, in order that the existing Fee Schedule will be replaced with the new Fee Schedule.

Denial of the fee schedule amendment will result in the following:

1. There will be no change to the existing City of Tualatin Fee Schedule.
2. Fees for Single-family Architectural Review will not be established as of July 1, 2008, and no revenue will be realized from this activity.

ALTERNATIVES TO RECOMMENDATION:

- 1 Direct staff to return to Council with an alternative resolution, including any revisions requested by City Council;
- 2 Direct staff to return to Council with additional information; or
- 3 Take no action.

FINANCIAL IMPLICATIONS:

When the City collects fees identified in this staff report, they are deposited into various accounts that are identified as "revenue" in the City of Tualatin Budget. The City's current FY 2008-09 revenue projections for the account impacted by this proposed fee update are listed in the table below. The anticipated effect of the proposed fee adjustments on the revenue account is presented in the right-hand column of the table:

Account No.	Revenue Source	08/09 Anticipated Revenue Increase
001-0000-451.02-03	Other Land Use Application Fees	\$ 250.00

DISCUSSION:

- Single-family Architectural Review includes both Level I (Clear and Objective) standards by which ministerial approval may be administratively granted and Level II (Discretionary) criteria by which a property owner may choose to have his/her proposal discretionarily reviewed as a limited land use decision.
 - Impact on staff resources of review under Level I (Clear and Objective) standards includes the following:
 - Process: Applicant submits application for Level I Single-family Architectural Review to Community Development Department, where current planning staff review the proposal for compliance with Level I standards. After Level I approval, applicant submits application for Building Permit, with Level I approval attached, to Engineering & Building Department for review, processing and approval.
 - Fiscal Impact: For each application, it is anticipated that Level I review will require approximately 0.5 hour of current planning staff time, and routing and records-keeping activities will require approximately 0.5 hour of office coordination staff time.

Direct ₁	Minimum Hours	Cost
Associate Planner	0.5	\$22.92
Assistant Planner	0.5	\$18.60
Office Coordinator	0.5	\$17.25
Indirect₂	---	
Indirect Cost Allocation		\$14.00
Total (range)		\$49.82 - 54.17

1. Cost for staff time is calculated as salary plus benefits (*City of Tualatin Adopted Budget 2007-2008*).

2. Cost for space, technology, telecommunications, utilities, etc. (*Fiscal Year 2007-2008*).

- Staff recommends a flat fee of \$50 for Level I Single-family Architectural Review.
- Impact on staff resources of review under Level II (Discretionary) criteria includes the following:
 - Process: If the application does not meet Level I standards or the applicant chooses to have the application reviewed under Level II Single-family Architectural Review criteria, the applicant submits required information to Community Development Department. Application is handled pursuant to City's limited land use review procedures, including notice of application to surrounding property owners, reviewing comments,

STAFF REPORT: Resolution Amending The City of Tualatin Fee Schedule

May 27, 2008

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issuing a notice of decision, and providing an appeal period. Following Level II approval, applicant submits application for Building Permit, with Level II approval attached, to Engineering & Building Department for review, processing and approval.

- Fiscal Impact: For each application, it is anticipated that the Level II application process will be nearly identical to the process already in place for commercial Architectural Review (AR) applications. The application fee structure currently in place for multi-family and commercial

Architectural Review is:

Project Value Under \$5,000	\$100.00
\$5,000-\$24,999.99	\$470.00
\$25,000-\$99,999.99	\$850.00
\$100,000-\$499,999.99	\$1,415.00
\$500,000 and greater	\$2,070.00

- Staff recommends a flat rate fee of \$700 for Level II Single-family Architectural Review.

Attachments: A. Resolution with Exhibit "A" (City Fee Schedule)

RESOLUTION

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-See Following 2 Pages-

RESOLUTION NO. 4788-08

RESOLUTION AMENDING THE CITY OF TUALATIN FEE
SCHEDULE AND RESCINDING RESOLUTION NO. 4775-08

WHEREAS THE City Council has the authority to set fees for materials and services provided by the City; and

WHEREAS the City Council provided direction to bring back a resolution to establish fees for Single-family Architectural Review; and

WHEREAS the fees listed under the Community Development Department for Single-family Architectural Review, in the City of Tualatin Fee Schedule are newly established fees; and

WHEREAS Resolution No. 4775-08, adopted April 14th, which last amended the City of Tualatin Fee Schedule, must now be rescinded.

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

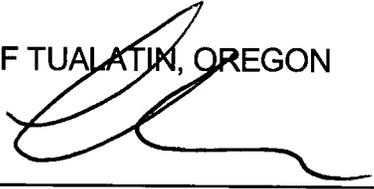
Section 1. Fees listed under the Community Development Department are established as set forth in "Exhibit A", which is attached and incorporated by reference.

Section 2. All other fees provided in the City of Tualatin Fee Schedule remain unchanged, as set forth in "Exhibit A", which is attached and incorporate by reference.

Section 3. The fees shall be effective July 1, 2008.

Section 4. Resolution No. 4775-08 is rescinded effective July 1, 2008.

INTRODUCED AND ADOPTED this 27th day of May, 2008.

CITY OF TUALATIN, OREGON
BY 
Mayor

ATTEST:
BY 
City Recorder

Approved as to legal form:


City Attorney

CITY OF TUALATIN FEE SCHEDULE

Exhibit A

Administration Department:

Agenda Packet	5.00
Ordinances or Portions Thereof	same as photocopy rate
Photocopies:	
One-sided	0.25
Two-sided	0.25
Color	1.00
11x17.....	0.50
Audio Tape/ CD/ DVD	15.00
Passport Photo	15.00

Engineering & Building Department:

Engineering Copies:

1987 and earlier, aerial/contour maps	6.00
36" x 48"	3.50
24" x 36"	2.50
18" x 24" and 11" x 17"	1.50

Geographic Information System:

Citywide aerial photo, 36" x 42"	25.00
Subdivision street map, 34" x 36"	12.00
Street map, 22" x 22"	6.00
Planning Districts, 34" x 44"	12.00
Planning Districts, 18" x 24"	6.00
Custom Mapping	45.00/hr, plus materials

Partition,* Nonexpedited & Expedited Processes	350.00
Partition,* Nonexpedited & Expedited Exten. /Modif.	115.00
Partition,* Nonexpedited, Appeal Proceeding to Council	115.00
Partition,* Expedited, Appeal to Referee, Deposit per ORS 197.375.....	300.00
Partition,* Minor Variance included & primary use is a single family dwelling in RL or RML	Add 115.00
Partition,* Minor Variance included & primary use is not a single family dwelling & not in RL or RML.....	Add 175.00
Property Line Adjustm't.,* primary use is a single family dwelling in RL or RML	60.00
Property Line Adjustm't.,* Minor Variance included & primary use is a single family dwelling in RL or RML.....	Add 115.00
Property Line Adjustm't.,* primary use is not a single family dwelling in RL or RML	255.00
Property Line Adjustm't.,* Minor Variance included & primary use is not a single family dwelling in RL or RML.....	Add 115.00
Property Line Adjustm't.* Appeal Proceeding to Council.....	115.00
Public Works Construction Code	40.00
Subdivision,* Nonexpedited and Expedited Processes.....	2,320.00
Subdivision,* Variance included & primary use is a single family dwelling in RL or RML	Add 230.00
Subdivision,* Variance included & primary use is not a single family dwelling in RL or RML	Add 290.00

Subdivision,* Minor Variance included & primary use is a single family dwelling in RL or RML.....	Add 115.00
Subdivision,* Minor Variance included & primary use is not a single family dwelling in RL or RML.....	Add 175.00
Subdivision,* Nonexpedited, Extension/Modif. by Council	530.00
Subdivision,* Expedited, Extension/Modif. by City Engineer.....	130.00
Subdivision,* Nonexpedited, Appeal Proceeding to Council	115.00
Subdivision,* Expedited Appeal to Referee, Deposit per ORS 197.375.....	300.00
Street Name Change	115.00
Street Vacation Application Deposit.....	290.00
Zone of Benefit Application Fee.....	580.00

* Subdivision, Partition and Property Line Adjustment applicants shall contact the Finance Department for a determination of L.I.D. assessment apportionment for the property proposed to be divided or adjusted.

Finance Department:

*L.I.D. Assessment Apportionment Fee	95.00
Lien Search Fee (per tax lot)	26.00
Recovery Charge Installment Payment Plan Application Fee.....	200.00
Returned Checks (per check for processing NSF check).....	32.00
Zone of Benefit Recovery Charge Administration Fee.....	105.00

Legal Services Department:

Development Code	55.00
Updates	0.25/page + postage
Tualatin Municipal Code	55.00

Operations Department:

Street Tree and Installation (Single Family Only)	175
Tree-for-a-Fee Program	45.00

Community Development Department:

Amendment to Comprehensive Plan Map.....	1,795.00
Amendment to Comprehensive Plan Text/Landmark Designation/Removal of Landmark Designation	1,795.00
Annexation.....	1,225.00
Appeal Proceeding to Council.....	115.00
Appeal Expedited Process to Referee, Deposit per ORS 197.375	300.00
Architectural Review Application, Nonexpedited Process:	
Estimated Project Value:	
Under \$5,000	100.00
\$5,000 - \$24,999.99	470.00
\$25,000 - \$99,999.99	850.00
\$100,000 - 499,999.99	1,415.00
\$500,000 and greater.....	2,070.00

Architectural Review Application, Expedited Process:

Estimated Project Value:

Under \$5,000	100.00
\$5,000 - \$24,999.99	945.00
\$25,000 - \$99,999.99	1,880.00
\$100,000 - 499,999.99	2,830.00
\$500,000 and greater	4,335.00
Architectural Review, Single-family Level I (Clear & Objective)	50.00
Architectural Review, Single-family Level II (Discretionary)	700.00
Conditional Use Permit	1,225.00
Conditional Use Permit Renewal	1,225.00
Core Area Parking District Tax Appeal	115.00
Interpretation of Development Code	No Fee
Industrial Master Plans	1,565.00
Landmark Alteration/New Construction Review	50.00
Landmark Demolition Review	50.00
Landmark Relocation Review	50.00
Reinstatement of Nonconforming Use	1,225.00
Request for Council Rehearing	140.00
Sign Code Interpretation	350.00
Sign Ordinance	6.00
Sign Code Variance	580.00
Sign Permit:	
New Sign or Structural Change to Existing Sign	115.00
Temporary Sign or Each Face Change to Existing Sign	60.00
Temporary Uses, 1 - 3 days	40.00
4 - 180 days	\$40.00 + 1.50/day
Over 3 days	not to exceed a total of \$170.00
Transitional Use Permit	1,315.00
Tree Removal Permit, 1 tree	276.00
each additional tree, \$10.00 not to exceed a total of	300.00
Variance:	
When primary use is a single family dwelling in RL or RML	245.00
When primary use is not a single family dwelling in RL or RML	1,225.00
Variance, Minor:	
When primary use is a single family dwelling in RL or RML	245.00
When primary use is not a single family dwelling in RL or RML	905.00
All Other Actions	280.00

Police Department:

Copies of Audio Tapes	11.00 per tape
Copies of Video Tapes	35.00 per tape
Copies of Photographs	13.00 plus 0.50 per photo
Copies of Police Reports (no charge to victims):	
1 - 10 pages	7.00
plus each page over 10	0.25
Alarm Permit, Initial Application	21.00
Alarm Permit, Annual Renewal	21.00
Alarm Permit, 1st False Alarm	No charge
Alarm Permit, 2nd False Alarm	No charge

Alarm Permit, 3rd False Alarm	79.00
Alarm Permit, 4th False Alarm	105.00
Alarm Permit, 5th False Alarm	158.00
Alarm Permit, 6 th and More False Alarms	210.00 per alarm
Release of Towed (impounded) Vehicles.....	100.00



STAFF REPORT

CITY OF TUALATIN

TO: Honorable Mayor and Members of the City Council

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

FROM: Kent W. Barker, Chief of Police *[Signature]*

DATE: May 27, 2008

SUBJECT: RESOLUTION APPROVING AMENDMENT NO. 2 TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN WASHINGTON COUNTY AND THE CITY OF TUALATIN FOR THE COORDINATION OF ACTIVITIES RELATED TO THE U.S. DEPARTMENT OF HOMELAND SECURITY'S URBAN AREAS SECURITY INITIATIVE (UASI) GRANT PROGRAM

ISSUE BEFORE THE COUNCIL:

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

RECOMMENDATION:

Staff recommends the approval of the resolution.

EXECUTIVE SUMMARY:

On November 28, 2005, Council approved an Intergovernmental Agreement (IGA) with Washington County under Resolution No. 4458-05 related to the coordination of activities related to the purchase of equipment, supplies, professional services, and training being funded by the U.S. Department of Homeland Security's Urban Areas Security Initiative (UASI) grant program.

Purchases of interoperable communications equipment were successfully transacted during fiscal year 2005-06 through the 2005 UASI grant. During the grant request and application period for the 2006 UASI grant, the Tualatin Police Department requested funds for additional interoperable communications equipment to bring the department up to capability for a significant or protracted emergency situation in the region. On September 1, 2006, the 2006 UASI grant awards were announced and Tualatin received equipment valued at \$28,416.00.

On January 22, 2007, Council approved the first amendment to the Intergovernmental Agreement, allowing us to extend the initial agreement, committed both parties to compliance with the Fiscal Year 2006-07 grant contract and conditions, and continued the relationships and obligations contained in the initial agreement.

STAFF REPORT: RESOLUTION APPROVING AMENDMENT NO. 2 (UASI Grant)
May 27, 2008
Page 2 of 2

The proposed resolution simply continues the existing agreement between the City of Tualatin and Washington County to June 30, 2008 for the required coordination of activities through the initial agreement.

- Attachments:**
- A. Resolution
 - B. Intergovernmental Agreement
 - C. Contract Amendment Form

RESOLUTION NO. 4789-08

RESOLUTION APPROVING AMENDMENT NO. 2 TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN WASHINGTON COUNTY AND THE CITY OF TUALATIN FOR THE COORDINATION OF ACTIVITIES RELATED TO THE U.S. DEPARTMENT OF HOMELAND SECURITY'S URBAN AREAS SECURITY INITIATIVE (UASI) GRANT PROGRAM

WHEREAS Tualatin adopted Resolution No. 4458-05 on November 28, 2005, that authorized an Intergovernmental Agreement (IGA) with Washington County for coordination of activities related to the 2005 UASI grant; and

WHEREAS during the grant request and application period for the 2006 UASI grant, the Tualatin Police Department requested funds for additional interoperable communications equipment to bring the department up to capability for a significant or protracted emergency situation in the region; and

WHEREAS on September 1, 2006, the 2006 UASI grant awards were announced and Tualatin received \$28,416.00; and

WHEREAS Tualatin adopted Resolution No. 4627-07 on January 22, 2007, that authorized an amendment to the Intergovernmental Agreement (IGA) with Washington County for the continued coordination of activities related to the 2005 UASI grant; and

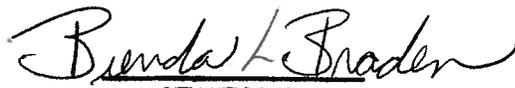
WHEREAS the proposed resolution continues the existing agreement between the City of Tualatin and Washington County for the required coordination of activities related to the 2005 UASI grant.

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

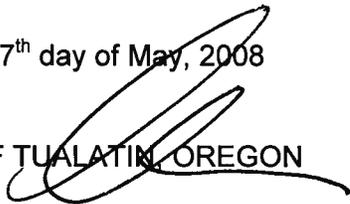
Section 1. The Mayor is authorized to sign the attached amendment to the IGA with Washington County.

INTRODUCED AND ADOPTED this 27th day of May, 2008

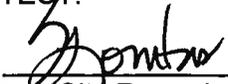
APPROVED AS TO LEGAL FORM


CITY ATTORNEY

CITY OF TUALATIN, OREGON

By 
Mayor

ATTEST:

By 
City Recorder

AMENDMENT

This is the second amendment to an existing intergovernmental agreement (IGA) between Washington County, Oregon (County) and the City of Tualatin, Oregon (City) for the coordination of activities related to the purchase of equipment, supplies, professional services, and training being funded by the United States Department of Homeland Security's Urban Areas Security Initiative (UASI) grant program. A copy of the original IGA, identified as BCC #05-1132, and the previous amendment, identified as BCC #06-1183, are attached.

Background

Washington County entered into an agreement with the City on November 28, 2005 for management of FY-05 UASI grant funds awarded to the City. The agreement committed the County to coordinate grant-related procurement, reimbursement and reporting activities with the City and obligated the City to comply with the terms of the FY-05 grant contract and with the grant procurement and reimbursement processes. The County's agreement with the City was amended on January 22, 2007 following award of a FY-06 UASI grant to the Portland Urban Area. That amendment extended the initial agreement, committed both parties to compliance with the FY-06 grant contract and conditions, and continued the relationships and obligations contained in the initial agreement.

The County's agreement with the City is open-ended and remains in effect until the mutual covenants expressed in the agreement have been fully satisfied or until it is terminated due to the failure of one of the parties.

Since adoption of the earlier agreement, the Portland Urban Area has been awarded a FY-07 UASI grant totaling \$6,806,353 and the adopted grant program budget includes funding for the City. The FY-07 UASI grant contract is similar to that for the FY-06 grant and the procurement and reimbursement procedures remain unchanged.

Both parties to the earlier agreement desire to continue the relationships and obligations contained in that agreement, while acknowledging and committing themselves to compliance with the FY-07 UASI grant contract and conditions.

Agreement

1. The County agrees:

To continue coordination of grant-related procurement, reimbursement, and reporting activities with the City consistent with the processes developed to manage those activities and with the City's prior UASI grant agreement with the County.

2. The City agrees:

- a) That it has read the award conditions and certifications for the FY-07 UASI grant, that it understands and accepts those conditions and certifications, and

that it agrees to comply with all the obligations and be bound by any limitations applicable to the grantee under that grant document; and

- b) To continue compliance with the purchasing and reimbursement processes required by the grants, the City's prior UASI grant agreement with the County, and the grant administrator; and
 - c) To continue compliance with all other obligations contained in the City's prior UASI grant agreement with the County.
3. The parties agree to incorporate by this reference the entire FY-07 UASI grant into this amended IGA, with the specific intent that the City will be obligated to adhere to the FY-07 UASI grant terms, obligations, and conditions to the same extent and under the exact same conditions agreed to for the FY-05 and 06 UASI grants.
4. This amendment shall be effective upon final signature of the parties, and shall continue in effect until all mutual covenants expressed in the original agreement and this amendment have been fully satisfied or until the agreement, as amended, is terminated due to the failure of one of the parties hereto to perform. All other provisions of the original intergovernmental agreement shall remain in effect.

Washington County

Tom Buan

Date APR 15 2008

APPROVED AS TO FORM

Elm m D
Attorney

Date 3/24/08

City of Tualatin

[Signature]

Date [Signature] 5-27-08

Mayor

APPROVED AS TO FORM

Brenda L. Braden
Attorney

Date 4/30/08

APPROVED WASHINGTON COUNTY
BOARD OF COMMISSIONERS

MINUTE ORDER # 08-145

DATE 4-15-08

BY Barbara Hejtmanek
CLERK OF THE BOARD

AMENDMENT

This is an amendment to an existing intergovernmental agreement (IGA) between Washington County, Oregon (County) and the City of Tualatin, Oregon (City) for the coordination of activities related to the purchase of equipment, supplies, professional services, and training being funded by the United States Department of Homeland Security's Urban Areas Security Initiative (UASI) grant program. A copy of the original IGA, identified as BCC #05-1132, is attached.

Background

Washington County entered into an agreement with the City on November 28, 2005 for management of FY-05 UASI grant funds awarded to the City. The agreement committed the County to coordinate grant-related procurement, reimbursement and reporting activities with the City and obligated the City to comply with the terms of the FY-05 grant contract and with the grant procurement and reimbursement processes. The County's agreement with the City is open-ended and remains in effect until the mutual covenants expressed in the agreement have been fully satisfied or until it is terminated due to the failure of one of the parties.

Since adoption of the earlier agreement, the Portland Urban Area has been awarded a FY-06 UASI grant totaling \$8,240,000 and the adopted grant program budget includes funding for the City. With one exception, the FY-06 UASI grant contract is similar to the FY-05 grant contract and the procurement and reimbursement procedures remain unchanged. The major exception in the FY-06 grant contract is a requirement that all agencies directly benefiting from UASI grant funds must certify their compliance with the FY-06 implementation requirements of the National Incident Management System (NIMS).

Both parties to the earlier agreement desire to continue the relationships and obligations contained in that agreement, while acknowledging and committing themselves to compliance with the FY-06 UASI grant contract and conditions.

Agreement

1. The County agrees:

To continue coordination of grant-related procurement, reimbursement, and reporting activities with the City consistent with the processes developed to manage those activities and with the City's prior UASI grant agreement with the County.

2. The City agrees:

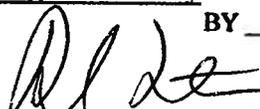
- a) That it has read the award conditions and certifications for the FY-06 UASI grant, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations and be

bound by any limitations applicable to the grantee under that grant document; and

- b) To continue compliance with the purchasing and reimbursement processes required by the grants, the City's prior UASI grant agreement with the County, and the grant administrator; and
 - c) To continue compliance with all other obligations contained in the City's prior UASI grant agreement with the County.
3. The parties agree to incorporate by this reference the entire FY-06 UASI grant into this amended IGA, with the specific intent that the City will be obligated to adhere to the FY-06 UASI grant terms, obligations, and conditions to the same extent and under the exact same conditions agreed to for the FY-05 UASI grant.
4. This amendment shall be effective upon final signature of the parties, and shall continue in effect until all mutual covenants expressed in the original agreement and this amendment have been fully satisfied or until the agreement, as amended, is terminated due to the ~~APPROVED WASHINGTON COUNTY BOARD OF COMMISSIONERS~~ ^{APPROVED WASHINGTON COUNTY BOARD OF COMMISSIONERS} hereto to perform. All other provisions of the original intergovernmental agreement shall remain in effect.

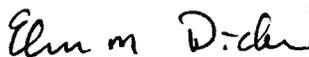
MINUTE ORDER # 06-385

Washington County DATE 12-5-06
BY Barbara Hejmanek
CLERK OF THE BOARD

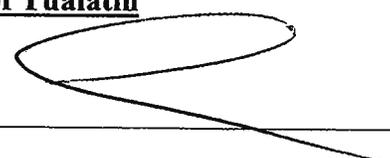

Dave Maertens

Date DEC 06 2006

APPROVED AS TO FORM


Attorney

Date December 4, 06

City of Tualatin


Date January 22, 2007

APPROVED AS TO FORM


Attorney

Date Jan. 22, 2007

INTERGOVERNMENTAL AGREEMENT**Between****WASHINGTON COUNTY, OREGON****and****THE CITY OF TUALATIN, OREGON**

THIS IS an intergovernmental agreement (IGA) between Washington County (County) and the city of Tualatin (Agency) entered into pursuant to the authority granted in ORS Chapter 190 for the coordination of activities related to the purchase of equipment, supplies, professional services, and training being funded by the United States Department of Homeland Security's Urban Areas Security Initiative (UASI) grant program.

Recitals

WHEREAS, the United States Department of Homeland Security, Office for Domestic Preparedness, provided UASI grant funding in the amount of \$10,391,037 in Fiscal Year 2005 to the state of Oregon for distribution to the Portland, Oregon Urban Area to address the area's unique equipment, training, planning, and exercise needs and to assist the area in building an enhanced and sustainable capacity to prevent, respond to, and recover from threats or acts of terrorism; and

WHEREAS, the state of Oregon awarded UASI Grant # 05-071 to the city of Portland, Office of Emergency Management (POEM), as Grantee, for Fiscal Year 2005 in the amount of \$10,391,037, a copy of which is attached to this Agreement and incorporated herein as Exhibit A; and

WHEREAS, UASI Grant #05-071 is intended to increase the ability of the Portland, Oregon Urban Area, which includes jurisdictions in Multnomah, Clackamas, Columbia and Washington counties in Oregon and Clark County in Washington, to prevent, respond to, and recover from chemical, biological, radiological, nuclear and explosive (CBRNE) events; and

WHEREAS, after extensive, coordinated discussions between state and urban area officials, a list of equipment, supplies, professional services, and training to be purchased for or by jurisdictions in the urban area has been developed; and

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

WHEREAS, the city of Portland, as Grant Administrator, is required to make periodic reports to the state of Oregon regarding the expenditure of the UASI grant funds and has

developed procedures to coordinate the collection and submission of information and documents needed to support the reporting process; and

WHEREAS, the city of Portland and all other urban area jurisdictions that receive direct benefit from UASI grant purchases are required to comply with all terms of the UASI grants including, but not limited to, obligations regarding access to records and supplanting of funds; and

WHEREAS, the city of Portland entered into agreements with the urban area counties to secure their commitment to follow the city-developed procurement, delivery, reimbursement, and reporting procedures, to ensure their compliance with all terms of the FY-03 and FY-04 UASI grants, and to obligate them to coordinate with and obtain similar assurances from directly benefiting jurisdictions within the respective counties; and

WHEREAS, the County entered into its agreement with the city of Portland on September 8, 2004 and accepted responsibility for coordinating the FY-03 and FY-04 UASI grant processes within the County; and

WHEREAS, the County extended its agreement with the city of Portland on August 30, 2005 to address the FY-05 grant process.

NOW, THEREFORE, the Parties agree as follows:

1. The County agrees:

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

2. The Agency agrees:

- a) That it has read the award conditions and certifications for grant #05-071, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to the city of Portland, as grantee, under those grant documents;
- b) To comply with the purchasing and reimbursement processes required by the grants, this Agreement, and the city of Portland;
- c) To appropriately use and conserve all UASI funded equipment, supplies and/or materials provided for CBRNE incident prevention, preparedness, response, and recovery;

- d) That all equipment, supplies, and services provided by the city of Portland to the Agency are as described in the approved grant budget documents, which the Agency has seen.
- e) To treat all single items of equipment valued over \$5,000 as fixed assets and to provide the city of Portland with a list of such equipment showing dates of purchase, equipment description, serial numbers, and locations where the equipment is housed or stored.
- f) That any request or invoice it submits for reimbursement of costs for Agency staff training is consistent with the training identified in the approved grant budget documents, which the Agency has seen.
- g) That the Agency understands and accepts full financial responsibility and may not be reimbursed for costs incurred for training which has not been approved by the State and the U.S. Department of Homeland Security, Office for Domestic Preparedness, even though that training may appear on the approved grant budget documents.
- h) That the Agency will not deviate from the items listed in the approved grant budget documents without first securing written authority from the city of Portland.
- i) That any public statement by the Agency referring to the receipt of UASI funded equipment, supplies, services, or training shall indicate that the funds for the purchase came from the U.S. Department of Homeland Security, Office for Domestic Preparedness, Urban Areas Security Initiative grant program and the percent or dollar amount of federal funds used in the purchase.
- j) To maintain and retain accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP) and the standards of the Office of Comptroller set forth in the May 2002 Office of Justice Program (OJP) Financial Guide, including without limitation in accordance with the Office of Management and Budget (OMB) Circulars 87, A-102, A-122, A-128, A-133. [All of these documents are to be retained for a minimum of six years after the contract has been awarded and available for review, upon request, to federal, state, and city of Portland employees or their agents or officers. Review may occur at any time, even after six years, if the records are still available.]
- k) To obtain copies of all federal regulations with which the Agency must comply.

- l) Not to supplant its local funds with federal and to, instead, use the federal funds to increase the amount of funds that, in the absence of federal aid, would be made available to the Agency to fund programs within the Urban Areas Security Initiative grant program guidelines.
 - m) To list the city of Portland as a party to be held harmless and, subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, indemnified by the Agency and any contractor or subcontractor thereof, for any injury to person or property arising out of the equipment, supplies, or services provided under this Agreement, and as a party to whom a listed duty is due.
- 3. **Effective Date and Duration.** This Agreement shall be effective from the date both parties have signed and shall continue in effect until all mutual covenants expressed herein have been fully satisfied or until the Agreement is terminated due to the failure of one of the parties hereto to perform.
- 4. **Amendment.** This Agreement may be amended by written agreement of both parties but must remain consistent with the requirements of the Urban Areas Security Initiative program, the UASI grants from the State to the city of Portland, and the city of Portland's UASI grant agreement with the County.
- 5. **Termination.** Either party may terminate this Agreement in the event the other fails to comply with its obligations under the Agreement. If the Agreement is terminated due to the Agency's failure or inability to comply with the provisions of the grants or the Agreement, the Agency will be liable to the city of Portland for the full cost of any equipment, materials, or services provided by the city of Portland to the Agency, and of any penalties imposed by the state or federal government. Each party will notify the other, in writing, of its intention to terminate this Agreement and the reasons therefore. The other party shall have fourteen days, or such other time as the parties may agree, from the date of the notice in which to correct or otherwise address the compliance failure which is the subject of the notice.
- 6. **Governing Law.** This contract shall be governed by and construed in accordance with the laws of the state of Oregon, without regard to principles of conflicts of law. Any claim, action, suit or proceeding that arises from or relates to this contract shall be brought and conducted exclusively within the Circuit Court of Washington County for the state of Oregon. In the event a claim is brought in a federal forum, then it shall be brought and conducted solely and exclusively in the United States District Court for the District of Oregon.
- 7. **Counterparts.** This contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute one and the same instrument.

8. **Survival.** The terms, conditions, representations and all warranties in this contract shall survive the termination or expiration of this contract.
9. **Force Majeure.** Neither party shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond reasonable control. Each party shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligations under this contract.
10. **Indemnification.** Subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, the Agency shall hold harmless, indemnify and defend the County, its commissioners, employees and agents from any and all claims, damages, losses, and expenses, including but not limited to reasonable attorneys fees arising out of or resulting from agency's performance of or failure to perform the obligations of this contract.
11. **Third Party Beneficiaries.** The County and the Agency are the only parties to this contract and are the only parties entitled to enforce its terms. Nothing in this contract gives, or is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such persons are individually identified by name herein.
12. **Successors in Interest.** The terms of this Agreement shall be binding upon the successors and assigns of each party hereto.
13. **Entire Agreement.** The parties agree and acknowledge that this Agreement is a complete, integrated agreement that supersedes any prior understandings related to implementation of the FY-05 UASI program grant and that it is the entire agreement between them relative to that grant.

Washington County

Tom Buan

Date NOV 08 2005

APPROVED AS TO FORM

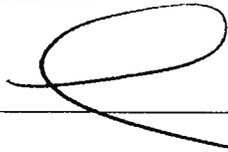
Edm Dida

Date Oct 20, 2005

Attorney

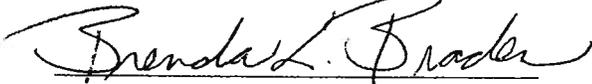
APPROVED WASHINGTON COUNTY
 BOARD OF COMMISSIONERS
 MINUTE ORDER # 05-409
 DATE 11-8-05
 BY Barbara Hejtmancik
 CLERK OF THE BOARD

City of Tualatin



Date 11/28/05

APPROVED AS TO FORM



Attorney

Date 11/29/05

**OREGON MILITARY DEPARTMENT
OFFICE OF EMERGENCY MANAGEMENT
URBAN AREAS SECURITY INITIATIVE – CFDA # 97.008**

GRANT AWARD CONDITIONS AND CERTIFICATIONS

PROGRAM NAME:	Portland FY07 UASI Grant	GRANT NO:	#07-071
SUBGRANTEE:	City of Portland Portland Office of Emergency Management (POEM)	FY 2007 AWARD:	\$6,806,353
ADDRESS:	1001 SW 5th Avenue, Suite 650 Portland, OR 97204	AWARD PERIOD:	11/1/07 thru 5/31/10
PROGRAM CONTACT:	Carmen Merlo carmen.merlo@ci.portland.or.us	TELEPHONE:	(503) 823-2691
		FAX:	(503) 823-3903
FISCAL CONTACT:	Andreea Codorean andreea.codorean@ci.portland.or.us	TELEPHONE:	(503) 823-2694
		FAX:	(503) 823-3903

BUDGET

REVENUE

Federal Grant Funds \$6,806,353

TOTAL REVENUE: \$6,806,353

EXPENDITURES

Citizen Corps Program	\$474,500
Exercises	\$50,000
Information Technology	\$30,000
Interoperable Communications	\$2,128,636
Logistical Support	\$170,100
Medical Supplies/Pharmaceuticals	\$227,298
Other Equipment	\$4,704
Power Equipment	\$126,000
Physical Security Enhancement	\$15,000
Planning	\$2,636,729
Search and Rescue	\$442,697
Training	\$297,000
Administration	\$203,689

TOTAL EXPENDITURES: \$6,806,353

This document along with the terms and conditions and grant application attached hereto and any other document referenced constitute an agreement between the Oregon Military Department, Office of Emergency Management (OEM) and the Subgrantee. No waiver, consent, modification or change of terms of this agreement shall be binding unless agreed to in writing and signed by both the Subgrantee and OEM. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. The Subgrantee, by signature of its authorized representative, hereby acknowledges that he/she has read this agreement, understands it, and agrees to be bound by its terms and conditions (including all references to other documents). Failure to comply with this agreement and with applicable state and federal rules and guidelines may result in the withholding of reimbursement, the termination or suspension of the agreement, denial of future grants, and/or damages to OEM.

TERMS AND CONDITIONS

I. CONDITIONS OF AWARD

- A. The Subgrantee agrees to operate the program as described in the application and to expend funds in accordance with the approved budget unless the Subgrantee receives prior written approval by OEM to modify the program or budget. OEM may withhold funds for any expenditure not within the approved budget or in excess of amounts approved by OEM. Failure of the Subgrantee to operate the program in accordance with the written agreed upon objectives contained in the grant application and budget will be grounds for immediate suspension and/or termination of the grant agreement.
- B. To ensure consistency among statewide planning efforts, the Subgrantee agrees to coordinate grant funded planning projects with OEM, to include assistance with the creation of a scope of work, review and approval of service providers, and overall project direction.
- C. The Subgrantee agrees that funds utilized to establish or enhance state and local fusion centers must support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines and achievement of a baseline level of capability as defined by the Fusion Capability Planning Tool.
- D. The Subgrantee agrees that all publications created with funding under this grant shall prominently contain the following statement: "This document was prepared under a grant from FEMA's National Preparedness Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's National Preparedness Directorate or the U.S. Department of Homeland Security."
- E. The Subgrantee agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security."
- F. By accepting FY 2007 funds, the Subgrantee certifies that it has met NIMS compliance activities outlined in the NIMS Implementation Matrix for State, Tribal, or Local Jurisdictions. Additional information on achieving compliance is available through the NIMS Integration Center (NIC) at <http://www.fema.gov/emergency/nims/>.
- G. Maintenance, Retention, and Access to Records; Audits.
- Maintenance and Retention of Records. The Subgrantee agrees to maintain accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP) and the financial and administrative requirements set forth in the current edition of the Office of Grant Operations (OGO) Financial Management Guide, including without limitation in accordance with Office of Management and Budget (OMB) Circulars A-87, A-102, A-133. All financial records, supporting documents, statistical records and all other records pertinent to this grant or agreements under this grant shall be retained by the Subgrantee for a minimum of five years for purposes of State of Oregon or Federal examination and audit. It is the responsibility of the Subgrantee to obtain a copy of the OGO Financial Management Guide from the Office of Grants and Training and apprise itself of all rules and regulations set forth. A copy is available at: http://www.dhs.gov/xlibrary/assets/Grants_FinancialManagementGuide.pdf.
 - Retention of Equipment Records. Records for equipment shall be retained for a period of three years from the date of the disposition or replacement or transfer at the discretion of the awarding agency. Title to all equipment and supplies purchased with funds made available under the State Homeland Security Grant Program (SHSGP) shall vest in the Subgrantee agency that purchased the property, if it provides written certification to OEM that it will use the property for purposes consistent with the State Homeland Security Grant Program.
 - Access to Records. OEM, Oregon Secretary of State, the Office of the Comptroller, the General Accounting Office (GAO), or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of Subgrantee and any contractors or subcontractors of Subgrantee, which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts. The right of access is not limited to the required retention period but shall last as long as the records are retained.

4. Audits. If Subgrantee *expends* \$500,000 or more in Federal funds (from all sources) in its fiscal year, Subgrantee shall have a single organization-wide audit conducted in accordance with the provisions of OMB Circular A-133. Copies of all audits must be submitted to OEM within 30 days of completion. If Subgrantee *expends* less than \$500,000 in its fiscal year in Federal funds, Subgrantee is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in Section I.G.3 herein.
5. Audit Costs. Audit costs for audits not required in accordance with OMB Circular A-133 are unallowable. If Subgrantee did not *expend* \$500,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the grant.

H. Funding.

1. Matching Funds. **This Grant does not require matching funds.**
2. Supplanting. The Subgrantee certifies that federal funds will not be used to supplant state or local funds, but will be used to increase the amount of funds that, in the absence of federal aid, would be made available to the Subgrantee to fund programs consistent with State Homeland Security Grant Program guidelines.

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

1. Initial Strategy Implementation Plan (ISIP), Progress Reports, and Biannual Strategy Implementation Reports (BSIR).

The first report, the Initial Strategy Implementation Plan (ISIP), is due by **October 15, 2007 and will be completed by the Office of Emergency Management.**

The Subgrantee agrees to submit two types of semi-annual reports on its progress in meeting each of its agreed upon goals and objectives. One is a narrative progress report that addresses specific information regarding the activities carried out under the FY 2007 State Homeland Security Grant Program and how they address identified project specific goals and objectives. The second is a set of web-based applications that details how funds are linked to one or more projects, which in turn must support specific goals and objectives in the State or Urban Area Homeland Security Strategy.

Reports are due **January 15, 2008; July 15, 2008; January 15, 2009; July 15, 2009; January 15, 2010; and July 15, 2010 or whenever Requests for Reimbursement are submitted, whichever comes first.** Narrative reports may be submitted with reimbursements, or included in the "Project Notes" section of the BSIR.

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

2. Financial Reimbursement Reports.

- a. In order to receive reimbursement, the Subgrantee agrees to submit a signed Request for Reimbursement (RFR) which includes **supporting documentation for all grant expenditures.** RFRs may be submitted quarterly but no less frequently than semi-annually during the term of the grant agreement. **At a minimum, RFRs must be received no later than January 31, 2008; July 31, 2008; January 31, 2009; July 31, 2009; January 31, 2010; and June 30, 2010.**

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

- b. Reimbursement rates for travel expenses shall not exceed those allowed by the State of Oregon. Requests for reimbursement for travel must be supported with a detailed statement identifying the person who traveled, the purpose of the travel, the times, dates, and places of travel, and the actual expenses or authorized rates incurred.
 - c. Reimbursements will only be made for actual expenses incurred during the grant period. The Subgrantee agrees that no grant funds may be used for expenses incurred before **November 1, 2007 or after May 31, 2010**.
 - d. Subgrantee shall be accountable for and shall repay any overpayment, audit disallowances or any other breach of grant that results in a debt owed to the Federal Government. OEM shall apply interest, penalties, and administrative costs to a delinquent debt owed by a debtor pursuant to the Federal Claims Collection Standards and OMB Circular A-129.
3. Audit Reports. Subgrantee shall provide OEM copies of all audit reports pertaining to this Grant Agreement obtained by Subgrantee, whether or not the audit is required by OMB Circular A-133.

J. Procurement Standards.

1. Subgrantee shall follow the same policies and procedures used for procurement from its non-Federal funds. Subgrantee shall use their own procurement procedures and regulations, provided that the procurement conforms to applicable Federal and State law and standards.
2. All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements in excess of \$100,000 must receive prior written approval from OEM. Interagency agreements between units of government are excluded from this provision.
 - a. **Subgrantees may not proceed with sole source procurement in excess of \$100,000 without prior written approval from OEM.** Should a recipient elect to award a contract in excess of \$100,000 without competition, sole source justification will be necessary.
 - b. Justification must be provided for non-competitive procurement in excess of \$100,000 and should include a description of the program and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information.
3. The Subgrantee shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to OEM.

K. Indemnification.

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

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

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

- L. Copyright and Patents.
1. Copyright. If this agreement or any program funded by this agreement results in a copyright, OEM and the U.S. Department of Homeland Security reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and authorize others to use, for government purposes, the work or the copyright to any work developed under this agreement and any rights of copyright to which Subgrantee, or its contractor or subcontractor, purchases ownership with grant support.
 2. Patent. If this agreement or any program funded by this agreement results in the production of patentable items, patent rights, processes, or inventions, the Subgrantee or any of its contractors or subcontractors shall immediately notify OEM. OEM will provide the Subgrantee with further instruction on whether protection on the item will be sought and how the rights to the item will be allocated and administered in order to protect the public interest, in accordance with federal guidelines.
- M. No Implied Waiver, Cumulative Remedies. The failure of OEM to exercise, and any delay in exercising any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.
- N. Governing Law; Venue; Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit, or proceeding (collectively, "Claim") between OEM (and/or any other agency or department of the State of Oregon) and Subgrantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court for the State of Oregon; provided, however, if the Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. **Subgrantee, by execution of this agreement, hereby consents to the In Personam Jurisdiction of said courts.**
- O. Notices. Except as otherwise expressly provided in this Section, any communications between the parties hereto or notice to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same by registered or certified mail, postage prepaid to Subgrantee or OEM at the address or number set forth on page 1 of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this section. Any communication or notice so addressed and sent by registered or certified mail shall be deemed delivered upon receipt or refusal of receipt. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. The parties also may communicate by telephone, regular mail or other means, but such communications shall not be deemed Notices under this Section unless receipt by the other party is expressly acknowledged in writing by the receiving party.
- P. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of OEM, Subgrantee, and their respective successors and assigns, except that Subgrantee may not assign or transfer its rights or obligations hereunder or any interest herein without the prior consent in writing of OEM.
- Q. Survival. All provisions of this Agreement set forth in the following sections shall survive termination of this Agreement: Section I.G (Maintenance, Retention and Access to Records; Audits); Section I.I (Reports); and Section I.K (indemnification).
- R. Severability. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- S. Relationship of Parties. The parties agree and acknowledge that their relationship is that of independent contracting parties and neither party hereto shall be deemed an agent, partner, joint venturer or related entity of the other by reason of this Agreement.

II. Subgrantee Compliance and Certifications

- A. Debarment, Suspension, Ineligibility and Voluntary Exclusion. The Subgrantee certifies by accepting grant funds that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from participation in this transaction by any Federal department or agency. (This certification is required by regulations published May 26, 1988, implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 69 and 28 CFR Part 67.) Subgrantees shall establish procedures to provide for effective use and/or dissemination of the Excluded Parties List (<http://www.epls.gov/>) to assure that their contractors are not in violation of the nonprocurement debarment and suspension common rule.
- B. Standard Assurances and Certifications Regarding Lobbying. Subgrantees are required to comply with 28 CFR Part 69, *New Restrictions on Lobbying* (http://www.access.gpo.gov/nara/cfr/waisidx_04/28cfr69_04.html). The restrictions on lobbying are enforceable via large civil penalties, with civil fines between \$10,000 and \$100,000 per expenditure. Subgrantees must understand that no federally-appropriated funding made available under this grant program may be used, either directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government.
- C. Compliance with Applicable Law. The Subgrantee agrees to comply with all applicable laws, regulations, and guidelines of the State of Oregon, the Federal Government and OEM in the performance of this agreement, including but not limited to:
1. The provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Non-Discrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures, and Federal laws or regulations applicable to Federal assistance programs.
 2. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646).
 3. Section 102(a) of the Flood Disaster Protection Act of 1973, P.L. 93-234, 87 Stat.97, approved December 31, 1976.
 4. Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.)
 5. National Environmental Policy Act of 1969, 42 USC 4321 et seq.
 6. Flood Disaster Protection Act of 1973, 42 USC 4001 et seq.
 7. Clean Air Act, 42 USC 7401 et seq.
 8. Clean Water Act, 33 USC 1368 et seq.
 9. Federal Water Pollution Control Act of 1948, as amended, 33 USC 1251 et seq.
 10. Safe Drinking Water Act of 1974, 42 USC 300f et seq.
 11. Endangered Species Act of 1973, 16 USC 1531 et seq.
 12. Wild and Scenic Rivers Act of 1968, as amended, 16 USC 1271 et seq.
 13. Historical and Archaeological Data Preservation Act of 1960, as amended, 16 USC 469 et seq.
 14. Coastal Zone Management Act of 1972, 16 USC 1451 et seq.
 15. Coastal Barrier Resources Act of 1982, 16 USC 3501 et seq.
 16. Indian Self-Determination Act, 25 USC 450f.
 17. Hatch Political Activity Act of 1940, as amended, 5 USC 1501 et seq.
 18. Animal Welfare Act of 1970, 7 USC 2131 et seq.
 19. Demonstration Cities and Metropolitan Development Act of 1966, 42 USC 3301 et seq.
 20. Federal Fair Labor Standards Act of 1938 (as appropriate), as amended, 29 USC 201 et seq.

D. Certification of Non-discrimination.

1. The Subgrantee, and all its contractors and subcontractors, certifies that no person shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with any activity funded under this agreement on the basis of race, color, age, religion, national origin, handicap, or gender. The Subgrantee, and all its contractors and subcontractors, assures compliance with the following laws:
 - a. Non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended;
 - b. Title IV of the Civil Rights Act of 1964, as amended;
 - c. Section 504 of the Rehabilitation Act of 1973, as amended;
 - d. Title II of the Americans with Disabilities Act (ADA) of 1990,
 - e. Title IX of the Education Amendments of 1972;
 - f. The Age Discrimination Act of 1975;
 - g. The Department of Justice Nondiscrimination Regulations 28 CFR Part 42, Subparts C, D, E, and G;
 - h. The Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.
2. In the event that a Federal or State court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, age, religion, national origin, handicap or gender against the Subgrantee or any of its contractors or subcontractors, the Subgrantee or any of its contractors or subcontractors will forward a copy of the finding to the Oregon Military Department, Office of Emergency Management (OEM). OEM will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

E. Civil Rights Compliance. All recipients of federal grant funds are required, and Subgrantee agrees, to comply with nondiscrimination requirements of Title VI of the Civil Rights Act, of 1964, as amended, 42 U.S.C. § 2000d et seq. (prohibiting discrimination in programs or activities on the basis of race, color, and national origin); Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. §3789d(c)(1) (prohibiting discrimination in employment practices or in programs and activities on the basis of race, color, religion, national origin, and gender); Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794 et seq. (prohibiting discrimination in employment practices or in programs and activities on the basis of disability); Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131 (prohibiting discrimination in services, programs, and activities on the basis of disability); The Age Discrimination Act of 1975, 42 U.S.C. § 6101-07 (prohibiting discrimination in programs and activities on the basis of age); and Title IX of the Education Amendments of 1972, 20 U.S.C § 1681 et seq. (prohibiting discrimination in educational programs or activities on the basis of gender).

F. Equal Employment Opportunity Program. *Title VI of the Civil Rights Act of 1964, as amended, 42. U.S.C. 2000 et. seq.* – No person on the grounds of race, color or national origin will be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program or activity receiving Federal financial assistance. The Subgrantee, and any of its contractors and subcontractors, certifies that an equal employment opportunity program as required by this section will be in effect on or before the effective date of this agreement.

If required to formulate an Equal Employment Opportunity Program (EEOP), the Subgrantee must maintain a current copy on file which meets the applicable requirements.

G. Services to Limited English Proficient (LEP) Persons. Subgrantees are required to comply with several federal civil rights laws, including Title VI of the Civil Rights Act of 1964, as amended. These laws prohibit discrimination on the basis of race, color, religion, national origin, and sex in the delivery of services. National origin discrimination includes discrimination on the basis of limited English proficiency. To ensure compliance with Title VI, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Subgrantees are encouraged to consider the need for language services for LEP persons served or encountered both in developing their proposals and budgets and in conducting their programs and activities. Reasonable costs associated with providing meaningful access for LEP individuals are considered allowable program costs. For additional information, please see <http://www.lep.gov>.

H. Environmental and Historic Preservation.

1. Subgrantee shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Failure of the Subgrantee to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding. Subgrantee shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Subgrantee must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the Subgrantee must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the Subgrantee will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office.
2. For any of the Subgrantee's or its contractors' or subcontractors' existing programs or activities that will be funded by these grant funds, the Subgrantee, upon specific request from the U.S. Department of Homeland Security, agrees to cooperate with the U.S. Department of Homeland Security in any preparation by the U.S. Department of Homeland Security of a national or program environmental assessment of that funded program or activity.

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

1. First, you must make a good faith effort, on a continuing basis, to maintain a drug-free workplace. Briefly, those measures are to:
 - a. Publish a drug-free workplace statement and establish a drug-free awareness program for your employees (see Sec. 83.205 through 83.220); and
 - b. Take actions concerning employees who are convicted of violating drug statutes in the workplace (see Sec. 83.225).
2. Second, you must identify all known workplaces under your Federal awards (see Sec. 83.230).

Additional information can be referenced at:

http://www.access.gpo.gov/nara/cfr/waisidx_04/28cfrv2_04.html.

III. **Suspension or Termination of Funding**

The Oregon Military Department, Office of Emergency Management may suspend funding in whole or in part, terminate funding, or impose another sanction on a State Homeland Security Grant Program recipient for any of the following reasons:

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

IV. Subgrantee Representations and Warranties

Subgrantee represents and warrants to OEM as follows:

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

David Cassel, Domestic Preparedness Manager
Oregon Military Department
Office of Emergency Management
PO Box 14370
Salem, OR 97309-5062
(503) 378-2911 ext 22226

Date

Signature of Authorized Subgrantee Official

Date

Name/Title

Signature of Authorized Fiscal Representative of Subgrantee Agency

Date



Approved By Tualatin City Council
Date May 27, 2008
Recording Secretary J. Burley

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 Department *Paul Hennon*
Carl Switzer, Parks and Recreation Coordinator *Carl Switzer*

DATE: May 27, 2008

SUBJECT: RESOLUTION AUTHORIZING OFF-SITE BUFFER MITIGATION
AND EASEMENT ON CITY PROPERTY IN BROWN'S FERRY
PARK

ISSUE BEFORE THE COUNCIL:

The Council will consider adoption of a resolution authorizing off-site buffer mitigation and a water quality preservation easement on City property.

RECOMMENDATIONS:

Staff recommends that the Council adopt the attached resolution authorizing off-site buffer mitigation and a water quality preservation easement.

EXECUTIVE SUMMARY:

The King City Planning Commission approved the development of a 38-lot subdivision named Deer Creek Woods on September 12, 2007.

- The developer has approached the City requesting the use of public property located in Brown's Ferry Park (Tax Map 21E 19, Tax Lot 1000) in order to satisfy the mitigation requirements set forth by CWS.
- The required off-site mitigation needed to offset the impacts of the Deer Creek Woods Subdivision project is a total of 26,500 square feet.
- Brown's Ferry Park is adequately sized to accommodate the requested mitigation area.

**STAFF REPORT: RESOLUTION AUTHORIZING OFF-SITE BUFFER MITIGATION
AND EASEMENT ON CITY PROPERTY IN BROWN'S FERRY PARK**

May 27, 2008

Page 2 of 2

- The proposed mitigation will improve the area to a 'Good' condition.
- The property is jointly owned by Metro and they have provided consent for this easement (see Resolution attachment).

OUTCOMES OF DECISION:

Authorizing the off-site mitigation on City property will result in the following:

- Ability to improve a portion of the sensitive area in Brown's Ferry Park to 'Good' condition.
- The developer will provide maintenance of the area for a period of two years, as required by Clean Water Services – Service Provider Letter 05-004294.
- Provides opportunity for a positive public/private partnership.

Not authorizing the off-site mitigation on City property will result in the following:

- The developer will have to find another location for off-site mitigation.
- Brown's Ferry Park will not be improved at this time.

FINANCIAL IMPLICATIONS:

Through the Off-Site Mitigation Area Agreement the developer will be responsible for the costs associated with the off-site mitigation per Clean Water Services Design and Construction Standards, and maintenance of the area for a two-year period at which time the area will revert back to standard City maintenance.

Attachments: A. Resolution with attachments

RESOLUTION NO. 4790-08

RESOLUTION AUTHORIZING OFF-SITE BUFFER
MITIGATION AND EASEMENT ON CITY PROPERTY IN
BROWN'S FERRY PARK

WHEREAS the City of Tualatin ('City') wishes to encourage the viability of wetlands and associated vegetated corridors of the City; and

WHEREAS as a result of the development of the Deer Creek Woods Subdivision, Clean Water Services ('District') has required off-site mitigation in addition to on-site mitigation; and

WHEREAS ECF King City, LLC ('Developer') has obtained a Service Provider Letter from the District dated 7/25/07 and amended 1/29/08, setting forth the mitigation requirements; and

WHEREAS the Developer has discussed with the City opportunities to allow off-site mitigation on public property, specifically on property owned by the City and identified as Tax Map 21E 19, Tax Lot 1000; and

WHEREAS the City through an agreement and easement may grant use of public property for off-site vegetated corridor mitigation; and

WHEREAS Metro, co-owner of the property, has agreed to an easement for off-site vegetated corridor mitigation; and

WHEREAS the easement is described as a designation placed over the mitigation area for preserving water quality; and

WHEREAS the Developer has agreed to defray all costs associated with the off-site mitigation.

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

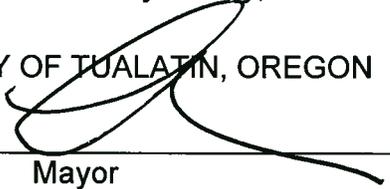
Section 1. The City of Tualatin hereby authorizes the attached Off-Site Mitigation Area Agreement (Attachment 1) for the purpose of allowing Grantee to perform and maintain off-site mitigation requirements on City property in Brown's Ferry Park, Tax Map 21E 19, Tax Lot 1000 and the Mayor is authorized to sign the said Agreement.

Section 2. The City of Tualatin hereby accepts a Water Quality Preservation/Storm Drain Easement to Clean Water Services in accordance with Clean Water Services – Service Provider Letter 05-004294 and the Mayor is hereby authorized to execute said Easement (Attachment 2).

ADOPTED AND APPROVED this 27th day of May, 2008.

CITY OF TUALATIN, OREGON

By



Mayor

APPROVED AS TO LEGAL FORM



CITY ATTORNEY

ATTEST:

By



City Recorder

**CITY OF TUALATIN
OFF-SITE MITIGATION AREA AGREEMENT
Deer Creek Subdivision**

THIS AGREEMENT is entered into as of the date last indicated on the signature page by and between the City of Tualatin ("City") and ECF King City, LLC ("Developer").

Recitals

Whereas, the Developer is the owner of the subdivision known as Deer Creek; and

Whereas, as a result of the development of the Deer Creek subdivision, Clean Water Services (the "District") has approved off-site mitigation on property owned by the City identified as Tax Map 21E 19, Tax Lot 1000, the off-site mitigation area is identified on the attached map identified as Exhibit A and made a part of this Agreement (the "Property"); and

Whereas, the Developer has obtained a Service Provider Letter from the District dated 7/25/07 and amended 1/29/09 (the "Letter") setting forth the mitigation requirements, which is attached; and

Whereas, the City and the Developer wish to set forth their respective obligations with respect to the Property.

Now, therefore, in consideration of the foregoing premises and the terms and conditions specified below, the parties agree as follows:

- A. Term.** The term of this Agreement shall be from the date of execution by the parties and shall continue until the terms contained in paragraph G of this Agreement have been completed.
- B. City.** The City shall grant access to the Developer for the use of the Property as a mitigation area in accordance with the terms and conditions of the Letter, and any future amendments required by the District. The Property shall include an area of 26,500 square feet.
- C. Developer.** The Developer shall comply with Clean Water Services Service Provider Letter 05-004294 and any future amendments, including but not limited to the landscape plans and maintenance plans referenced in the Letter, and shall comply with all present and future requirements imposed on the Property by the District and any other governments and agencies having or obtaining jurisdiction over the Property in the future with regard to the use of the Property for mitigation.
- D. Compensation.** The Developer shall pay for the cost of the development of a legal description for the off-site mitigation area and easement on the property and the recording fees for the easement and this Agreement. No additional compensation is due to the City from the Developer. The developer agrees to pay

all costs of mitigation per CWS and maintenance for a two-year period after which time the property shall revert to a natural state.

- E. Indemnity.** Developer agrees to indemnify, defend, and hold harmless the City from any fines, penalties, costs and expenses due to compliance with or the failure to comply with the District's Letter, as it may be amended from time to time, the landscape plans and maintenance plans referenced in the Letter, and any other requirements of the District or any other government or agency with regard to the use of the Property for mitigation. The Developer further agrees to indemnify, defend, and hold harmless the City from any loss, cost, and expenses claimed by third parties for property damage and bodily injury, including death, caused solely by the negligence or willful misconduct of Developer, its employees, agents, or affiliates on the Property or as the result of any work on the Property or the use of the Property for mitigation.
- F. No Joint Venture.** Nothing in this Agreement shall be deemed to create a joint venture or partnership between the City and the Developer.
- G. Duration.** This Agreement shall be binding on the successors and assigns of the parties and shall end upon completion of the two-year vegetative corridor maintenance plan as described in Service Provider Letter 05-004294, at which time the off-site mitigation area will revert to a natural state. To assure the effectiveness of this covenant, this Agreement shall be recorded in the land records of Clackamas County.
- H. Corridor Protection.** The Developer agrees to provide protection to the vegetative corridor by installing permanent fencing as required by Clean Water Services in Service Provider Letter 05-004294. The fencing shall be black poly-vinyl chain link fence constructed at a minimum height of three feet. Appropriate signage identifying the vegetative corridor shall also be installed by the Developer and shall coincide with the fence installation.
- I. Corridor Maintenance.** Maintenance of the corridor shall be carried out in accordance with Clean Water Services Service Provider Letter 05-004294 by the Developer.
- J. Legal Description.** The Developer has provided a map & legal description of the off-site mitigation area, to be attached to the agreement and to be used to create the required easement.
- K. Integration.** This Agreement contains the entire and integrated agreement between the parties and supersedes all prior written or oral discussions, representations or agreements. In case of conflict among these documents, the provisions of this Agreement shall control.

Exhibit A	Off-site Mitigation Area Map
Exhibit B	Service Provider Letters 7/25/07 and 1/29/08
Exhibit C	Map & Legal Description of the off-site mitigation area

APPROVED AND ENTERED this 27th day of May, 2008.

ECF King City LLC

By

Name

Title

1310 SW 17th Avenue
Portland, Oregon 97201

CITY OF TUALATIN

BY

Mayor

18880 SW Martinazzi Avenue
Tualatin, OR 97062

ATTEST:

BY

City Recorder

APPROVED AS TO LEGAL FORM

STATE OF OREGON)

County of WASHINGTON)

ss.

Brenda L Braden
CITY ATTORNEY

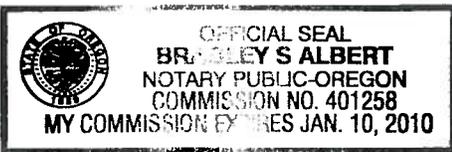
On this 15th day of MAY, 2008, before me the undersigned, a Notary Public, personally appeared CHARLES J FETIG, as MANAGING MEMBER of ECF KING CITY LLC (Developer), and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me:

Bradley Latta
Notary Public for Oregon

My commission expires:

JANUARY 10, 2010



STATE OF OREGON)

County of Washington)

ss.

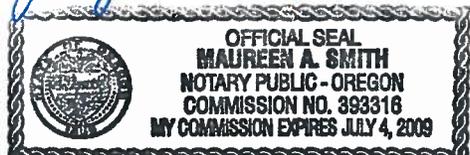
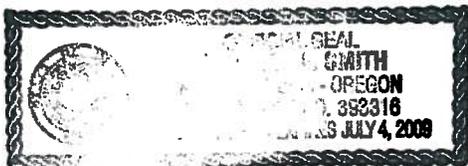
On this 27 day of May, 2008, before me the undersigned, a Notary Public, personally appeared Lou Ogden, as Mayor of the City of Tualatin, and acknowledged the foregoing instrument to be his voluntary act and deed.

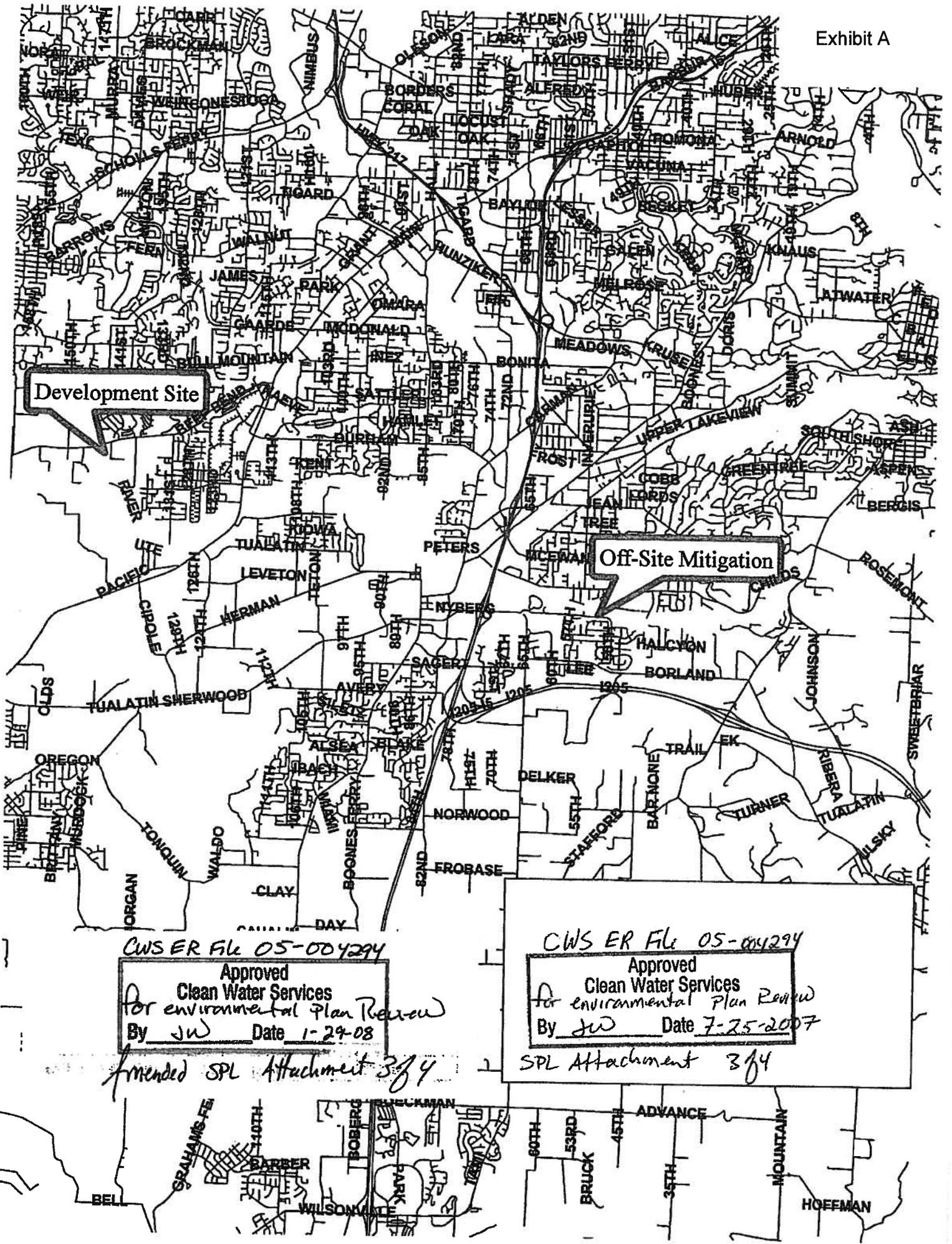
Before me:

Maureen A. Smith
Notary Public for Oregon

My commission expires:

July 4, 2009





Development Site

Off-Site Mitigation

CWS ER File 05-004294

Approved
 Clean Water Services
 for environmental Plan Review
 By JW Date 1-29-08

Amended SPL Attachment 3/4

CWS ER File 05-004294

Approved
 Clean Water Services
 for environmental Plan Review
 By JW Date 7-25-2007

SPL Attachment 3/4



Service Provider Letter

CWS File Number

05-004294

This form and the attached conditions will serve as your Service Provider Letter in accordance with Clean Water Services Design and Construction Standards (R&O 04-09).

Jurisdiction:	<u>Washington County</u>	Review Type:	<u>Tier 2 Alternatives Analysis</u>
Site Address / Location:	<u>16815 SW 131st AV</u> <u>Portland, OR 97224-2010</u>	SPL Issue Date:	<u>July 25, 2007</u>
		SPL Expiration Date:	<u>July 24, 2009</u>

Applicant Information:

Name Jay Harris
 Company Harris-McMonagle Associates, Inc
 Address 12555 SW Hall Boulevard
Tigard, Oregon 97223
 Phone/Fax (503) 639-3453
 E-mail: jay@h-mc.com

Owner Information:

Name Bault, Doraine L Tr
 Company _____
 Address 16815 SW 131st AV
Tigard, OR 97224
 Phone/Fax _____
 E-mail: _____

Tax lot ID

Development Activity

2S116AC00700

Residential Subdivision

21E19 00900

Off-Site Vegetated Corridor Mitigation

Pre-Development Site Conditions:

Sensitive Area Present: On-Site Off-Site
Variable 25 to 50 Feet
 Vegetated Corridor Width: _____
 Vegetated Corridor Condition: Degraded

Post Development Site Conditions:

Sensitive Area Present: On-Site Off-Site
Approximately 36 feet to 86 feet
 Vegetated Corridor Width: _____

Enhancement of Remaining Vegetated Corridor Required:

Square Footage to be enhanced: 13,110

Encroachments into Pre-Development Vegetated Corridor:

Type and location of Encroachment:	Square Footage:
<u>Residential Lots, Roads, Pathway</u>	<u>25,507</u>

Mitigation Requirements:

Type/Location	Sq. Ft./Ratio/Cost
<u>On-Site</u>	<u>8,917</u>
<u>Off-Site</u>	<u>25,025/1.5:1</u>

Conditions Attached Development Figures Attached (4) Planting Plan Attached Geotech Report Required

This Service Provider Letter does NOT eliminate the need to evaluate and protect water quality sensitive areas if they are subsequently discovered on your property.

In order to comply with Clean Water Services water quality protection requirements the project must comply with the following conditions:

1. No structures, development, construction activities, gardens, lawns, application of chemicals, uncontained areas of hazardous materials as defined by Oregon Department of Environmental Quality, pet wastes, dumping of materials of any kind, or other activities shall be permitted within the sensitive area which may negatively impact water quality, except those allowed by Section 3.02.3.
2. No structures, development, construction activities, gardens, lawns, application of chemicals, uncontained areas of hazardous materials as defined by Oregon Department of Environmental Quality, pet wastes, dumping of materials of any kind, or other activities shall be permitted within the vegetated corridor which may negatively impact water quality, except those allowed by Section 3.02.4.
3. Prior to any site clearing, grading or construction the vegetated corridor and water quality sensitive areas shall be surveyed, staked, and temporarily fenced per approved plan. During construction the vegetated corridor shall remain fenced and undisturbed except as allowed by Section 3.02.5 and per approved plans.
4. **Prior to any activity within the sensitive area, the applicant shall gain authorization for the project from the Oregon Division of State Lands (DSL) and US Army Corps of Engineers (USACE). The applicant shall provide the District or its designee (appropriate city) with copies of all DSL and USACE project authorization permits.**
5. An approved Oregon Department of Forestry Notification is required for one or more trees harvested for sale, trade, or barter, on any non-federal lands within the State of Oregon.
6. Appropriate Best Management Practices (BMP's) for Erosion Control, in accordance with the CWS Erosion Control Technical Guidance Manual shall be used prior to, during, and following earth disturbing activities.
7. Prior to construction, a Stormwater Connection Permit from the District or its designee is required pursuant to Ordinance 27, Section 4.B.
8. **The District or City/County may require an easement over the off-site vegetated corridor mitigation area conveying storm, surface water management, and/or sanitary sewer rights to the District or City that would prevent the owner of the vegetated corridor from activities and uses inconsistent with the purpose of the corridor and any easements therein.**
9. Activities located within the 100-year floodplain shall comply with Section 3.13 of R&O 04-9.
10. Removal of native, woody vegetation shall be limited to the greatest extent practicable.
11. **Should final development plans differ significantly from those submitted for review by the District, the applicant shall provide updated drawings, and if necessary, obtain a revised Service Provider Letter.**

SPECIAL CONDITIONS

12. The vegetated corridor width for sensitive areas within the on-site project area varies between 36 and 86 feet wide, as measured horizontally from the delineated boundary of the sensitive area.
13. **For vegetated corridors less than 50 feet wide, the entire vegetated corridor shall be equal to or better than a "good" corridor condition as defined in Section 3.02.7, Table 3.2.**
14. Mitigation for the 25,507 square feet of authorized vegetated corridor encroachments to occur as follows: 8,917 square feet at 1:1 mitigation ratio and 16,590 square feet at 1.5:1 mitigation ratio for a minimum mitigation requirement of 33,802 square feet.
15. **Applicant to provide 8,917 square feet of on-site mitigation (TLID 2S116AC00700) and 25,025 square feet of off-site mitigation (TLID 21E19 00900). See CWS Approved SPL Attachment 2 of 4 for on-site mitigation locations and CWS Approved SPL Attachments 3 and 4 of 4 for off-site mitigation locations.**

- 16. Clean Water Services shall be notified 72 hours prior to the start and completion of enhancement/restoration activities. Enhancement/restoration activities shall comply with the guidelines provided in Landscape Requirements (R&O 04-9: Appendix D).
- 17. Prior to installation of plant materials, all invasive vegetation within the vegetated corridor shall be removed. During removal of invasive vegetation care shall be taken to minimize impacts to existing native trees and shrub species.
- 18. Enhancement/restoration of the vegetated corridor shall be provided in accordance with the attached planting plan specifications and R&O 04-9, Appendix D.
- 19. Prior to any site clearing, grading or construction, the applicant shall provide the District with the required vegetated corridor enhancement/restoration plan in compliance with R&O 04-9.
- 20. Maintenance and monitoring requirements shall comply with Section 2.11.2 of R&O 04-9. If at any time during the warranty period the landscaping falls below the 80% survival level, the Owner shall reinstall all deficient planting at the next appropriate planting opportunity and the two year maintenance period shall begin again from the date of replanting.
- 21. Performance assurances for the vegetated corridor shall comply with Section 2.06.2, Table 2-1 and Section 2.10, Table 2-2.
- 22. For any developments, which create multiple parcels or lots intended for separate ownership, the District shall require that the sensitive area and vegetated corridor be contained in a separate tract and subject to a "STORM SEWER, SURFACE WATER, DRAINAGE AND DETENTION EASEMENT OVER ITS ENTIRETY" to be granted to the city or Clean Water Services.
- 23. The water quality swale and detention pond shall be planted with District approved native species, and designed to blend into the natural surroundings.

CONDITIONS TO BE INCLUDED ON CONSTRUCTION PLANS

- 24. Final construction plans shall include landscape plans. Plans shall include in the details a description of the methods for removal and control of exotic species, location, distribution, condition and size of plantings, existing plants and trees to be preserved, and installation methods for plant materials. Plantings shall be tagged for dormant season identification. Tags to remain on plant material after planting for monitoring purposes.
- 25. A Maintenance Plan shall be included on final plans including methods, responsible party contact information, and dates (minimum two times per year, by June 1 and September 30).
- 26. Final construction plans shall clearly depict the location and dimensions of the sensitive area and the vegetated corridor (indicating good, marginal, or degraded condition). Sensitive area boundaries shall be marked in the field.
- 27. Protection of the vegetated corridors and associated sensitive areas shall be provided by the installation of permanent fencing and signage between the development and the outer limits of the vegetated corridors. Fencing and signage details to be included on final construction plans.

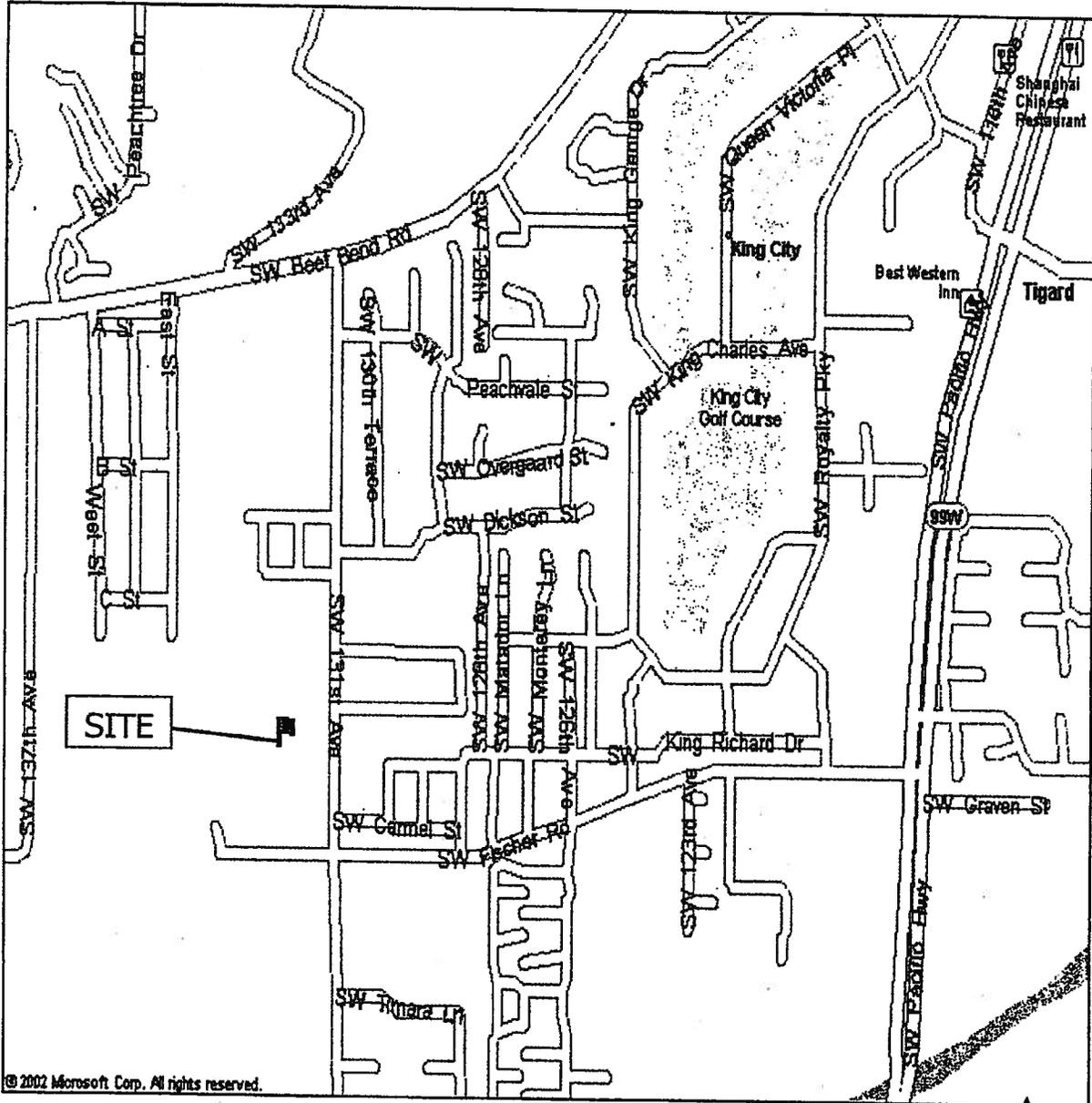
This Service Provider Letter is not valid unless CWS-approved site plan is attached.

Please call (503) 681-3613 with any questions.



Julie Wirth
Environmental Plan Review

Attachments (4)



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N.T.S.



Figure 1 — Site Location

Deer Creek Woods - NRA
 25-16AC00700
 Development Services Review Title
 DEFSR 25-16AC00700
 Clackamas, OR 97015

AMENDED Service Provider Letter

This form and the attached conditions will serve as your Service Provider Letter in accordance with Clean Water Services Design and Construction Standards (R&O 04-09).

Jurisdiction:	<u>Washington County</u>	Review Type:	<u>Tier 2 Alternatives Analysis</u>
Site Address / Location:	<u>16815 SW 131st AV</u> <u>Portland, OR 97224-2010</u>	SPL Original Date:	<u>July 25, 2007</u>
		SPL Amendment Date:	<u>January 29, 2008</u>
		SPL Expiration Date:	<u>July 24, 2009</u>

Applicant Information:

Name Jay Harris
Company Harris-McMonagle Associates, Inc
Address 12555 SW Hall Boulevard
Tigard, Oregon 97223
Phone/Fax (503) 639-3453
E-mail: jay@h-mc.com

Owner Information:

Name Bault, Doraine L Tr
Company _____
Address 16815 SW 131st AV
Tigard, OR 97224
Phone/Fax _____
E-mail: _____

Tax lot ID

2S116AC00700
21E19 00900

Development Activity

Residential Subdivision
Off-Site Vegetated Corridor Mitigation

Pre-Development Site Conditions:

Sensitive Area Present: On-Site Off-Site
Variable 25 to 50
Vegetated Corridor Width: Feet
Vegetated Corridor Condition: Degraded

Post Development Site Conditions:

Sensitive Area Present: On-Site Off-Site
Approximately 36 feet to
Vegetated Corridor Width: 86 feet

Enhancement of Remaining Vegetated Corridor Required:

Square Footage to be enhanced: 13,054

Encroachments into Pre-Development Vegetated Corridor:

Type and location of Encroachment: Residential Lots, Roads, Pathway, Wall **Square Footage:** 25,479

Mitigation Requirements:

Type/Location	Sq. Ft./Ratio/Cost
<u>On-Site</u>	<u>8,474</u>
<u>Off-Site</u>	<u>26,500/1.5:1</u>

Conditions Attached Development Figures Attached (4) Planting Plan Attached Geotech Report Required

This Service Provider Letter does NOT eliminate the need to evaluate and protect water quality sensitive areas if they are subsequently discovered on your property.

In order to comply with Clean Water Services water quality protection requirements the project must comply with the following conditions:

1. No structures, development, construction activities, gardens, lawns, application of chemicals, uncontained areas of hazardous materials as defined by Oregon Department of Environmental Quality, pet wastes, dumping of materials of any kind, or other activities shall be permitted within the sensitive area which may negatively impact water quality, except those allowed by Section 3.02.3.
2. No structures, development, construction activities, gardens, lawns, application of chemicals, uncontained areas of hazardous materials as defined by Oregon Department of Environmental Quality, pet wastes, dumping of materials of any kind, or other activities shall be permitted within the vegetated corridor which may negatively impact water quality, except those allowed by Section 3.02.4.
3. Prior to any site clearing, grading or construction the vegetated corridor and water quality sensitive areas shall be surveyed, staked, and temporarily fenced per approved plan. During construction the vegetated corridor shall remain fenced and undisturbed except as allowed by Section 3.02.5 and per approved plans.
4. **Prior to any activity within the sensitive area, the applicant shall gain authorization for the project from the Oregon Division of State Lands (DSL) and US Army Corps of Engineers (USACE). The applicant shall provide the District or its designee (appropriate city) with copies of all DSL and USACE project authorization permits.**
5. An approved Oregon Department of Forestry Notification is required for one or more trees harvested for sale, trade, or barter, on any non-federal lands within the State of Oregon.
6. Appropriate Best Management Practices (BMP's) for Erosion Control, in accordance with the CWS Erosion Control Technical Guidance Manual shall be used prior to, during, and following earth disturbing activities.
7. Prior to construction, a Stormwater Connection Permit from the District or its designee is required pursuant to Ordinance 27, Section 4.B.
8. **The District or City/County may require an easement over the off-site vegetated corridor mitigation area conveying storm, surface water management, and/or sanitary sewer rights to the District or City that would prevent the owner of the vegetated corridor from activities and uses inconsistent with the purpose of the corridor and any easements therein.**
9. Activities located within the 100-year floodplain shall comply with Section 3.13 of R&O 04-9.
10. Removal of native, woody vegetation shall be limited to the greatest extent practicable.
11. **Should final development plans differ significantly from those submitted for review by the District, the applicant shall provide updated drawings, and if necessary, obtain a revised Service Provider Letter.**

SPECIAL CONDITIONS

12. The vegetated corridor width for sensitive areas within the on-site project area varies between 36 and 86 feet wide, as measured horizontally from the delineated boundary of the sensitive area.
13. **For vegetated corridors less than 50 feet wide, the entire vegetated corridor shall be equal to or better than a "good" corridor condition as defined in Section 3.02.7, Table 3.2.**
14. Mitigation for the 25,479 square feet of authorized vegetated corridor encroachments to occur as follows: 8,474 square feet at 1:1 mitigation ratio and 17,005 square feet at 1.5:1 mitigation ratio for a minimum mitigation requirement of 33,982 square feet.
15. **Applicant to provide 8,474 square feet of on-site mitigation (TLID 2S116AC00700) and 26,500 square feet of off-site mitigation (TLID 21E19 00900). See CWS Approved SPL Attachment 2 of 4 for on-site mitigation locations and CWS Approved SPL Attachments 3 and 4 of 4 for off-site mitigation locations.**

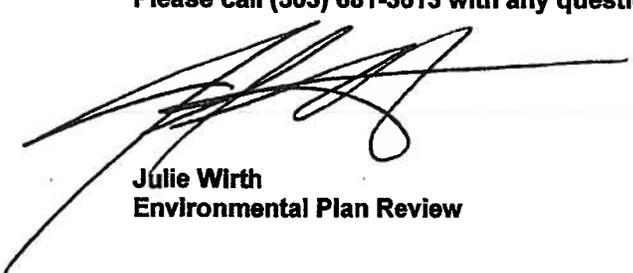
16. Clean Water Services shall be notified 72 hours prior to the start and completion of enhancement/restoration activities. Enhancement/restoration activities shall comply with the guidelines provided in Landscape Requirements (R&O 04-9: Appendix D).
17. Prior to installation of plant materials, all invasive vegetation within the vegetated corridor shall be removed. During removal of invasive vegetation care shall be taken to minimize impacts to existing native trees and shrub species.
18. Enhancement/restoration of the vegetated corridor shall be provided in accordance with the attached planting plan specifications and R&O 04-9, Appendix D.
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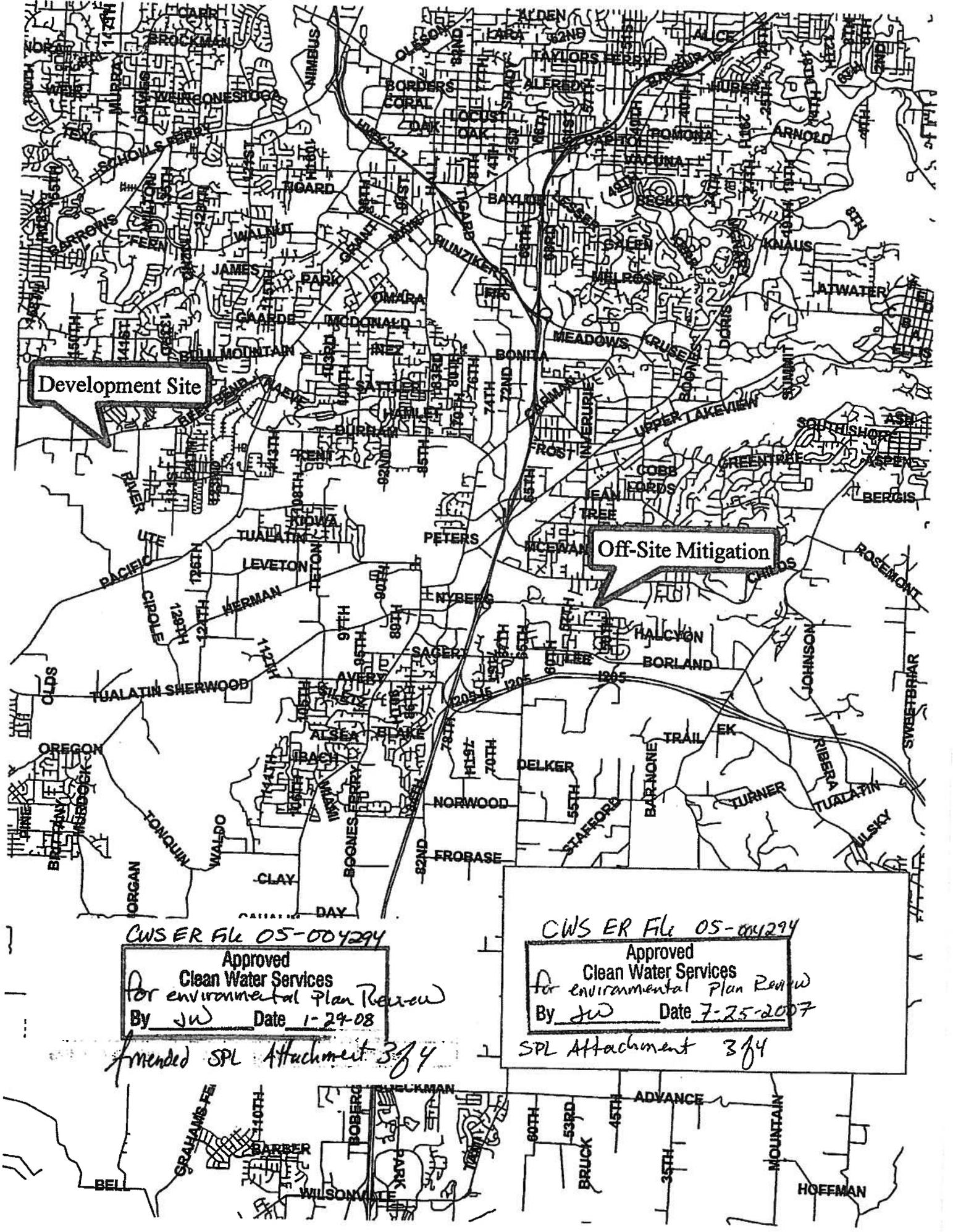
This Service Provider Letter is not valid unless CWS-approved site plan is attached.

Please call (503) 681-3613 with any questions.



Julie Wirth
Environmental Plan Review

Attachments (4)



Development Site

Off-Site Mitigation

CWS ER File 05-004294

Approved
Clean Water Services
for environmental Plan Review
By JW Date 1-24-08

Amended SPL Attachment 3 of 4

CWS ER File 05-004294

Approved
Clean Water Services
for environmental Plan Review
By JW Date 7-25-2007

SPL Attachment 3 of 4

All VC in degraded condition

* Full plantings

Area = 26,500 SF

Trees → 265

Shrubs → 1,325

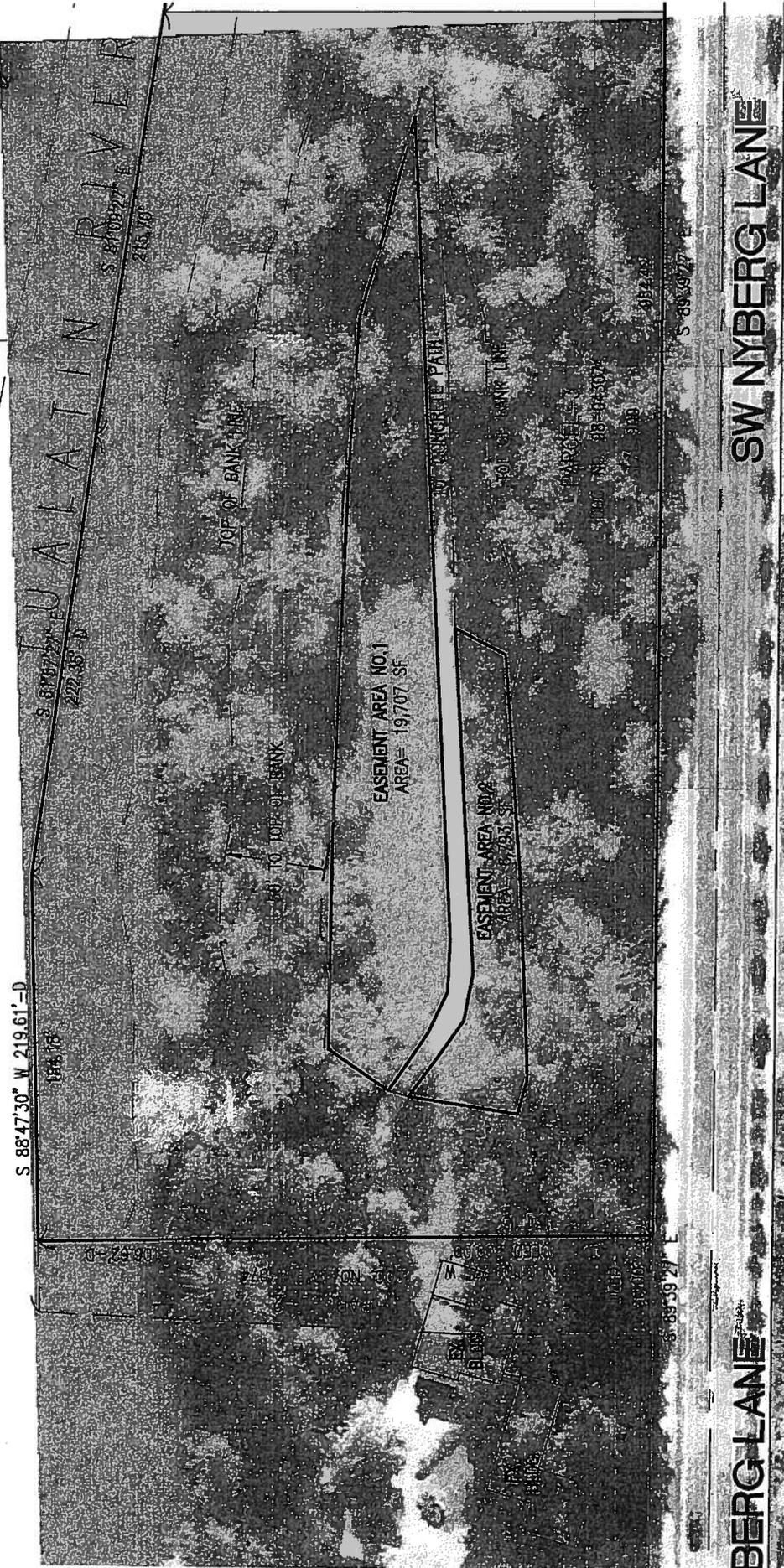
* All invasives to be removed

* Synage Required

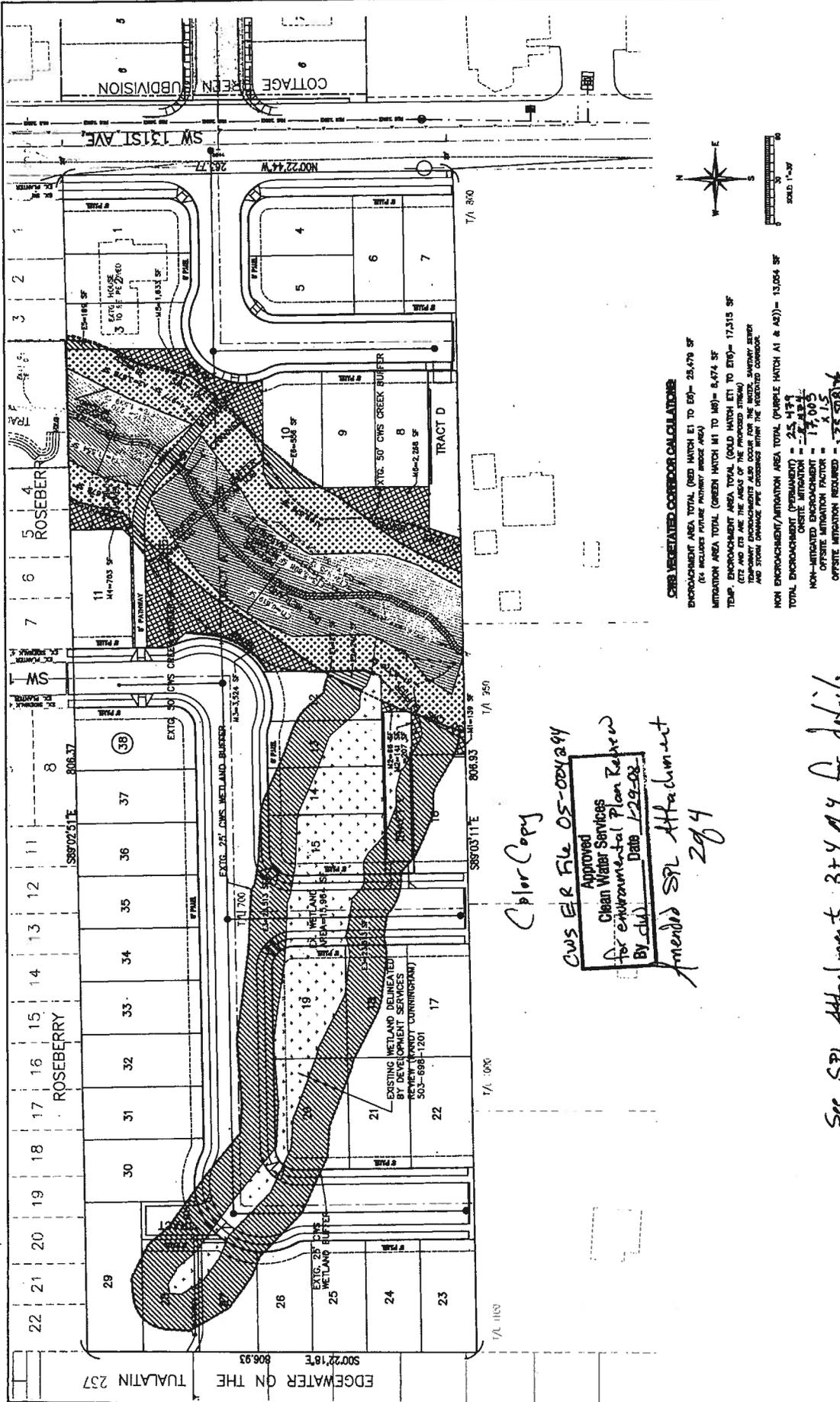
CWS ER FL 05-021294

Approved
Clean Water Services
for Environmental Plan Review
By: [Signature] Date: 1-29-08

Amend SR Attachment 494



off-site mitigation located @ TLID 21E19 00900



CWS VEGETATED CORRIDOR CALCULATIONS

ENCROACHMENT AREA TOTAL (RED HATCH E1 TO E6) = 25,679 SF
 (66 INCLUDES FUTURE FURNISH BUFFER AREA)
 MITIGATION AREA TOTAL (GREEN HATCH M1 TO M9) = 8,474 SF
 TEMP. ENCROACHMENT AREA TOTAL (GOLD HATCH E7 TO E9) = 17,315 SF
 (E7 AND E9 ARE THE AREAS OF THE PROPOSED STREAM AND STORM DRAINAGE PIPE LOCATED WITHIN THE VEGETATED CORRIDOR)
 NON-ENCROACHMENT/MITIGATION AREA TOTAL (PURPLE HATCH A1 & A2) = 13,064 SF
 TOTAL ENCROACHMENT (PERMANENT) = 25,679 SF
 ON-SITE MITIGATION = 8,474 SF
 NON-INTIGATED ENCROACHMENT = 17,205 SF
 OFF-SITE MITIGATION FACTOR = 1.15
 OFF-SITE MITIGATION REQUIRED = 23,508 SF

DEERCREEK WOODS
 CWS BUFFER PROVIDER LETTER
 BUFFER ENCROACHMENT
 OVERLAY PLAN

BCP KING CITY, LLC
 1110 Southwest 17th Avenue
 PORTLAND, OR 97201
 (503) 251-1023

BARROS-MONAGHAN ASSOCIATES, INC.
 18111 SW 10th Street
 TUALATIN, OR 97062
 (503) 255-3200

NO.	DATE	DESCRIPTION	BY	CHKD
1	1/19/08	ISSUED		

Color Copy
 CWS ER File 05-029294
 Approved
 Clean Water Services
 for Environmental Plan Review
 By: *dm* Date: 1/29-08
 Amended SPL Attachment
 294

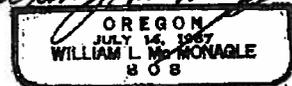
See SPL Attachments 3 & 4 for details

NO.	DATE	DESCRIPTION	BY	CHKD

REFER TO TRACKING FOR LATEST REVISION

HARRIS - McMONAGLE ASSOCIATES INC.
ENGINEERS - SURVEYORS

12555 SW HALL BLVD.
 TIGARD OREGON, 97223
 TEL. (503) 639-3453 FAX. (503) 639-1232



EXPIRES 12-31-2009

EXHIBIT "A"
LEGAL DESCRIPTION

ALSO SEE EASEMENT SKETCH-EXHIBIT "A"

November 9, 2007

THE PURPOSE OF THIS LEGAL DESCRIPTION IS TO DEFINE AN EASEMENT FOR THE BENEFIT OF CLEAN WATER SERVICES TO BE UTILIZED AS A BUFFER REPLACEMENT AREA FOR THE DEER CREEK WOODS SUBDIVISION.

THE FOLLOWING DESCRIBED EASEMENT BEING A PORTION OF THAT LAND DESCRIBED AS PARCEL 3 IN DEED DOCUMENT NO. 98-043074, SITUATED IN THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 2-SOUTH, RANGE 1-EAST OF THE WILLAMETTE MERIDIAN, CITY OF TUALATIN, CLACKAMAS COUNTY, OREGON.

EASEMENT AREA NO. 1

COMMENCING AT THE CENTER OF SECTION CORNER OF SECTION 19, BEING MARKED BY A 5/8-INCH IRON ROD WITH A 1-1/2" ALUMINUM CAP STAMPED "KAMPE ASSOC. INC." AS SET IN SURVEY NO. 27,789; THENCE ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 19, A PORTION OF WHICH IS ALSO THE NORTHERLY RIGHT OF WAY LINE OF S.W. NYBERG ROAD, S 89°39'27" E 368.00 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 3; THENCE ALONG THE WEST LINE OF PARCEL 3, N 01°02'27" W 131.15 FEET; THENCE AT RIGHT ANGLES TO SAID WEST LINE, N 88°57'33" E 73.83 FEET TO THE "TRUE POINT OF BEGINNING" OF THE EASEMENT TO BE DESCRIBED; THENCE N 34°35'20" E 36.45 FEET; THENCE S 89°02'40" E 107.13 FEET; THENCE S 87°56'46" E 84.91 FEET; THENCE S 87°30'08" E 100.33 FEET; THENCE S 86°18'31" E 74.14 FEET; THENCE S 74°00'00" E 54.67 FEET; THENCE S 75°28'03" E 50.30 FEET TO THE NORTHERLY EDGE OF A 10-FOOT WIDE CONCRETE PATHWAY; THENCE ALONG THE NORTHERLY EDGE OF THE PATHWAY, S 87°35'21" W 176.25 FEET; THENCE S 87°11'52" W 236.58 FEET; THENCE N 87°33'01" W 26.44 FEET; THENCE N 64°27'10" W 22.01 FEET; THENCE N 55°48'32" W 35.62 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 19,707 SQUARE FEET.

TOGETHER WITH THE FOLLOWING DESCRIBED TRACT OF LAND

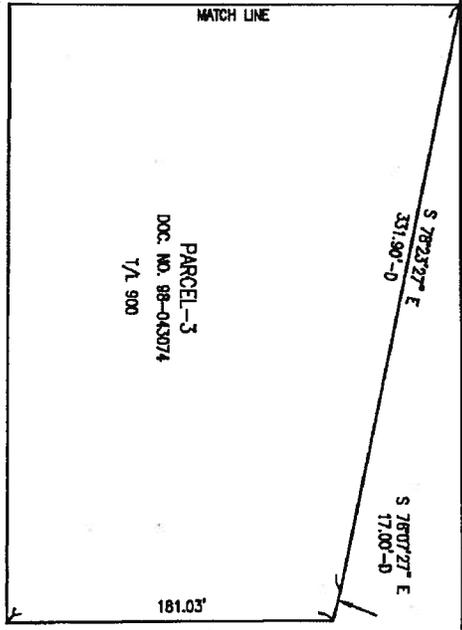
EASEMENT AREA NO. 2

BEGINNING AT THE TRUE POINT OF BEGINNING OF EASEMENT NO. 1; THENCE S 16°16'12" E 10.50 TO THE TRUE POINT OF BEGINNING OF EASEMENT NO. 2; THENCE ALONG THE SOUTHERLY EDGE OF A 10-FOOT WIDE CONCRETE PATHWAY, S 54°07'03" E 47.07 FEET; THENCE S 78°58'55" E 23.53 FEET; THENCE N 86°48'55" E 173.04 FEET; THENCE S 27°13'51" W 28.29 FEET; THENCE S 86°01'48" W 110.04 FEET; THENCE S 87°42'42" W 101.62 FEET; THENCE N 75°06'09" W 18.89 FEET; THENCE N 08°52'19" E 55.11 FEET TO THE TRUE POINT OF BEGINNING.

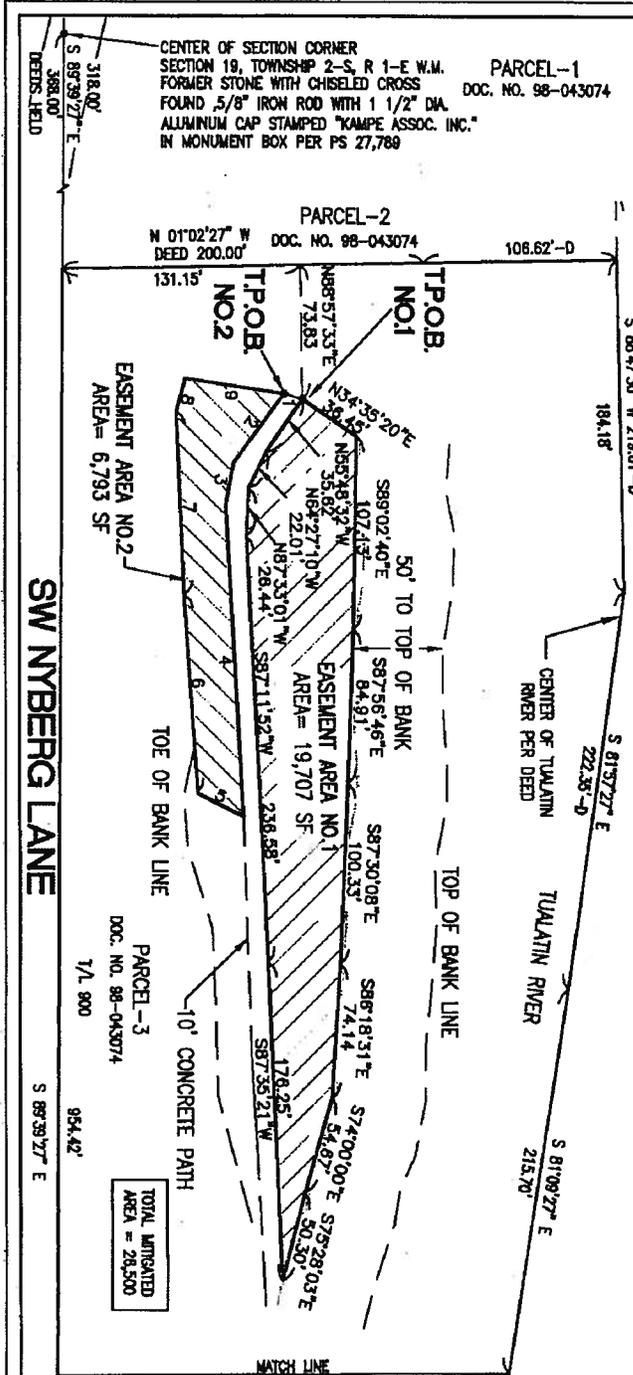
CONTAINING 6,793 SQUARE FEET.

THE BASIS OF BEARINGS AND POSITION CONTROL FOR THE ABOVE DESCRIPTION IS BASED ON THE EXISTING MONUMENTATION OF S.W. NYBERG ROAD AS SHOWN ON SURVEY NO. 27,789 BETWEEN THE CENTERLINE INTERSECTION MONUMENT AT SW 57TH AVENUE, THE PC OF THE CURVE AT ROAD STATION 28+22.27 AND THE CENTER OF SECTION 19.

EASEMENT AREA NO. 2 LINE TABLE		
CODE	BEARING	LENGTH
1	S 16°16'12" W	10.50'
2	S 54°07'03" E	47.07'
3	S 78°58'55" E	23.53'
4	N 88°48'55" E	173.04'
5	S 27°13'51" W	28.28'
6	S 86°01'48" W	110.04'
7	S 87°42'42" W	101.62'
8	N 75°08'09" W	18.89'
9	N 08°52'19" E	55.11'



SCALE: 1"=80'
T.P.O.B. = TRUE POINT OF BEGINNING



SW NYBERG LANE

PARCEL-1
SECTION 19, TOWNSHIP 2-S, R 1-E W.M.
FORMER STONE WITH CHISELED CROSS
FOUND 5/8" IRON ROD WITH 1 1/2" DIA.
ALUMINUM CAP STAMPED "KAMPE ASSOC. INC."
IN MONUMENT BOX PER PS 27,789

PARCEL-2
N 01°02'27" W DEED 200.00'
DOC. NO. 98-043074

PARCEL-3
DOC. NO. 98-043074
1/1 900

TOTAL MITIGATED
AREA = 28,500

DEER CREEK WOODS - BROWNS FERRY MITIGATION

CWS EASEMENT EXHIBIT 'A'
TO SUPPORT LEGAL DESCRIPTION

HARRIS-McMONAGLE ASSOCIATES, INC.
ENGINEERS - SURVEYORS
12345 67890
11-09-07

RETURN TO: Clean Water Services
Mail Stop 10
2550 SW Hillsboro Highway
Hillsboro, OR 97123

Project:
Tax Lot No.:
Square Feet:

Tax Statements: No change requested

EASEMENT FOR WETLANDS RESTORATION AND WATER QUALITY PRESERVATION

Name of GRANTOR:	METRO, as to an undivided 73% interest	CITY OF TUALATIN, as to undivided 27% interest
Mailing Address:	600 NE Grand Avenue Portland, OR 97232-2736	18880 SW Martinazzi Avenue Tualatin, OR 97062-7092
Legal Description of Easement:	See Exhibit A attached herein	

GRANTOR, owner of the property described in Exhibit A herein (the "Property"), does hereby grant, convey and warrant unto Clean Water Services, GRANTEE, an easement for wetland restoration for purposes of water quality preservation. This easement includes the right to access the above described easement over and across the Property of the GRANTOR for the purpose of maintenance of the easement and the plantings therein. This easement shall run with the land and shall be binding upon and shall inure to the benefit of the parties hereto, their successors and assigns.

The consideration for this grant is **non-monetary**.

Additional terms and conditions set forth below are hereby agreed to and binding upon the parties to this easement:

1. No permanent improvements or structures shall be erected on this easement without the written agreement of GRANTOR and GRANTEE;
2. The purpose of this easement shall be to preserve water quality by maintaining native vegetation and habitat conditions within the easement. GRANTOR agrees that any vegetation planted by GRANTEE within the easement shall not be removed, destroyed, mowed, altered or sprayed with biocides. GRANTOR may make additional plantings of Oregon native species within the easement and may prune planted vegetation with approval of GRANTEE;
3. GRANTOR and GRANTEE agree that there shall be no filling, excavating or dredging; no removal of topsoil, sand, gravel, rock, minerals or other materials, nor any dumping of ashes, trash, garbage, or of any other material, and no changing of the grade or topography of the easement in any manner;
4. GRANTOR and GRANTEE agree that there shall be no damming, dredging or other activities that may be detrimental to water quality within the easement. GRANTOR agrees that any activities within the easement which are, in the reasonable opinion of the GRANTEE, inconsistent with preserving the natural condition of the easement are prohibited and may be subject to enforcement action;
5. GRANTEE shall take action to enforce the terms of this easement. Such enforcement shall include abatement of any prohibited condition or activity within the easement by all means provided under CWS Ordinances, Resolution and Orders and federal and state laws;
6. GRANTEE and its Contractors shall confine construction operations to within the easement limits or obtain the written permission of GRANTOR if additional area or access is required;

7. During the time that work is in progress, GRANTEE and GRANTEE's contractors shall make every effort to maintain the easement in a neat and orderly condition. All refuse, excess fill material, etc., shall be removed as soon as practicable. Should the easement not be maintained in satisfactory condition, GRANTEE may cause the work to stop until the cleanup portion of the work has been done to the satisfaction of the GRANTOR and GRANTEE;
8. Any temporary construction easement granted hereby is automatically extinguished upon acceptance by the GRANTEE of the completed public facilities in the adjoining permanent easement;
9. GRANTOR is hereby released from all liability for damages, to any improvements, utilities, or systems installed in the easement, caused by members of the public entering on the easement, except to the extent such liability for damages arises from or is caused by GRANTOR's negligence;
10. To the maximum extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, GRANTEE shall fully indemnify, hold harmless, and defend the GRANTOR, its officers, and employees from and against all actual or alleged claims, actions, demands, judgments, damages, and all costs, expenses and fees incidental to the investigation and defense thereof, including, but not limited to attorney, accountant, paralegal and expert fees based upon or arising out of: 1) an intentional or negligent act or omission of GRANTEE, its officers, employees, agents, invitees, contractors or subcontractors acting within the scope of their employment or duties occurring on the Easement; 2) the installation, construction, maintenance or operation of any improvements, utilities, or other systems installed in the easement; and 3) any breach, violation or failure to perform any of GRANTEE's obligations under this easement;
11. To the maximum extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, GRANTEE shall fully indemnify, hold harmless, and defend the GRANTOR, its officers, and employees from and against the cost of any necessary or required sampling, testing, study, remediation, cleanup or monitoring and against all actual or alleged claims, actions, demands, judgments, damages, and all costs, expenses and fees incidental to the investigation and defense thereof, including, but not limited to attorney, accountant, paralegal and expert fees, based upon or arising out of the release, disposal, generation or transport by GRANTEE, its employees, agents and contractors of Hazardous or Toxic Materials or Substances, as those terms are defined in ORS 465 and 466, as amended, the Resource Conservation and Recovery Act ("RCRA"), the Toxic Substances Control Act ("TSCA"), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), as amended 42 USC § 960 et seq., or any other federal, state or local law ordinance, rule or regulation pertaining to the protection of the environment, provided, however, that by accepting this easement, GRANTEE is not accepting liability for any preexisting release of hazardous substances onto or from the Easement, and GRANTOR is not attempting to convey any such liability; and
12. GRANTOR reserves the right to use and enjoy the easement except as such use may be inconsistent with or conflict with the GRANTOR's use of the easement herein granted.
13. The rights granted herein shall be covenants running with the land and be binding upon GRANTOR, its successors and assigns in perpetuity, except as otherwise set forth herein. GRANTEE covenants and agrees that, in the conduct of any and all of its activities and operations there under, it will comply strictly with all present and future rules and regulations of all federal, state, and local government bodies having jurisdiction over the construction activities occurring within the easement and if applicable, on adjacent real property owned by GRANTOR. GRANTOR represents and warrants that it is the owner of the real property described herein, and has the full right and power to grant the rights provided in this easement, subject to liens and encumbrances of record as of the date of execution set forth below.

ACCEPTED

By: _____
General Manager or Designee
Clean Water Services

APPROVED AS TO FORM

By: _____
Counsel, Clean Water Services

IN WITNESS WHEREOF, Michael J. Jordan, Chief
Operating Officer, having proper authority and acting as
the GRANTOR named above, has signed this document
this 4th day of December 2007.

METRO, an Oregon municipal corporation

By: Michael J. Jordan
Michael J. Jordan
Title: Chief Operating Officer

IN WITNESS WHEREOF, _____
having proper authority and acting as the GRANTOR
named above, has signed this document this _____ day of
_____ 2007.

CITY OF TUALATIN, an Oregon municipal corporation

By: _____
Name: _____
Title: _____

NOTARIZE DOCUMENT BELOW

State of Oregon)
County of Multnomah)
Clackamas) ss.



On this 4th day of December, 2007, before me Karen M. Starin, the undersigned Notary Public,
personally appeared Michael J. Jordan, as Chief Operating Officer of Metro, a municipal corporation, personally known to me (or
~~proved to be on the basis of satisfactory evidence~~) to be the person whose name is subscribed to this instrument, and acknowledged
that he executed it.

Karen M. Starin
My commission expires: 9-29-2010

State of Oregon)
County of Clackamas) ss.

On this _____ day of _____, 2007, before me _____, the undersigned Notary Public,
personally appeared _____, as _____ of City of Tualatin, a municipal corporation,
personally known to me (or proved to be on the basis of satisfactory evidence) to be the person whose name is subscribed to this
instrument, and acknowledged that he executed it.

My commission expires: _____

State of Oregon)
County of _____) ss.

On this _____ day of _____, 2007, before me _____, the undersigned Notary Public,
personally appeared _____, as _____ of Clean Water Services, a ORS 451 County
Service District personally known to me (or proved to be on the basis of satisfactory evidence) to be the person whose
name is subscribed to this instrument, and acknowledged that he executed it.

My commission expires: _____

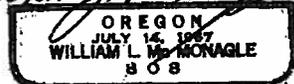
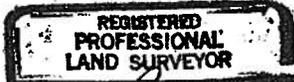
HARRIS - McMONAGLE ASSOCIATES INC.

ENGINEERS - SURVEYORS

12555 SW HALL BLVD.

TIGARD OREGON, 97223

TEL. (503) 639-3453 FAX. (503) 639-1232



EXPIRES 12-31-2008

**EXHIBIT "A"
LEGAL DESCRIPTION**

ALSO SEE EASEMENT SKETCH-EXHIBIT "A"

November 9, 2007

THE PURPOSE OF THIS LEGAL DESCRIPTION IS TO DEFINE AN EASEMENT FOR THE BENEFIT OF CLEAN WATER SERVICES TO BE UTILIZED AS A BUFFER REPLACEMENT AREA FOR THE DEER CREEK WOODS SUBDIVISION.

THE FOLLOWING DESCRIBED EASEMENT BEING A PORTION OF THAT LAND DESCRIBED AS PARCEL 3 IN DEED DOCUMENT NO. 98-043074, SITUATED IN THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 2-SOUTH, RANGE 1-EAST OF THE WILLAMETTE MERIDIAN, CITY OF TUALATIN, CLACKAMAS COUNTY, OREGON.

EASEMENT AREA NO. 1

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CONTAINING 19,707 SQUARE FEET.

TOGETHER WITH THE FOLLOWING DESCRIBED TRACT OF LAND

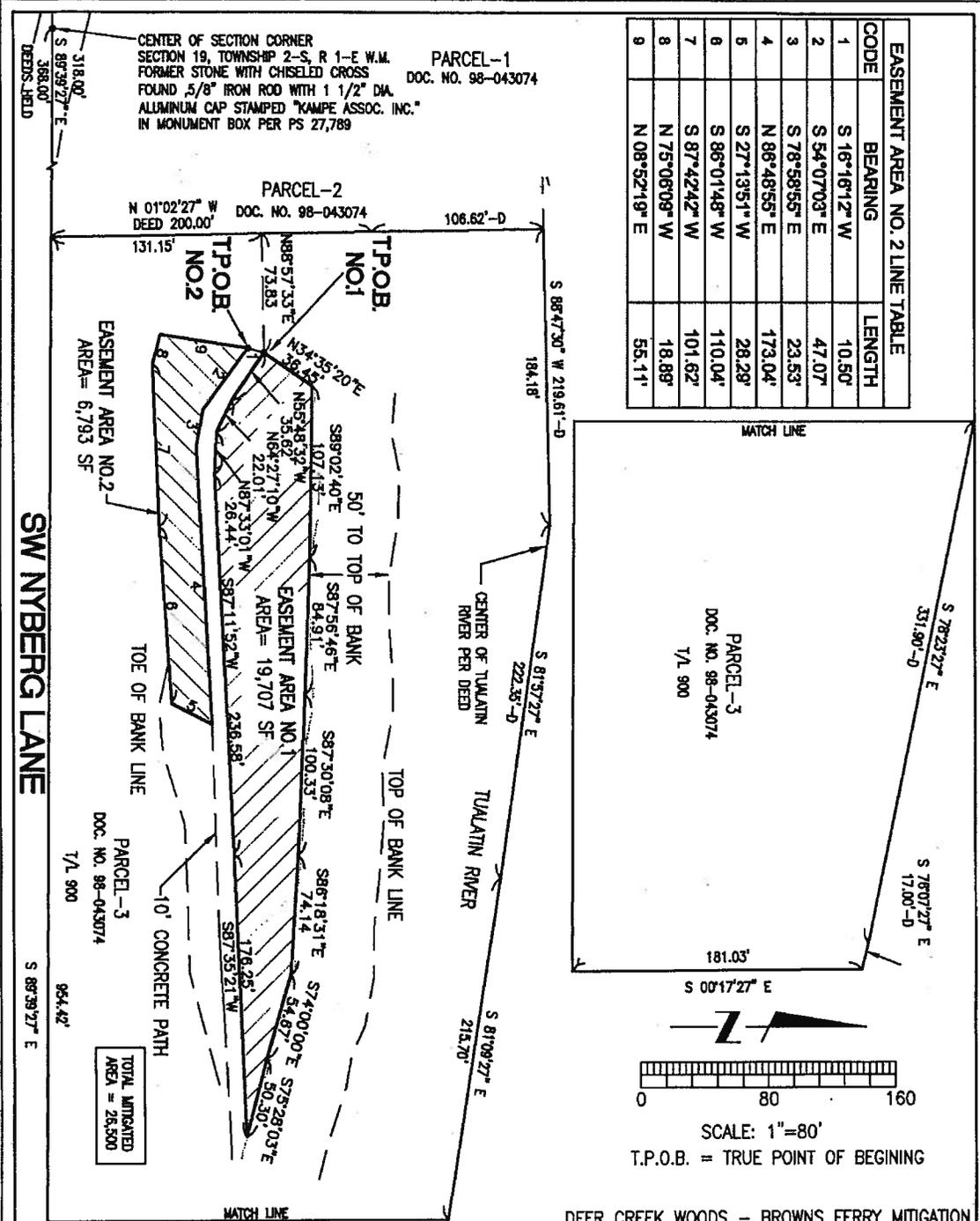
EASEMENT AREA NO. 2

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SCALE: 1" = 80'
 T.P.O.B. = TRUE POINT OF BEGINNING

HARRIS-McMONAGLE ASSOCIATES, INC.
 ENGINEERS - SURVEYORS
 12000 E. 111th Ave.
 Denver, CO 80231-2287
 PHONE: 303.751.1111
 FAX: 303.751.1112

DEER CREEK WOODS - BROWNS FERRY MITIGATION
CWS EASEMENT EXHIBIT 'A'
 TO SUPPORT LEGAL DESCRIPTION

LEGAL DEPARTMENT

May 16, 2008

Carl Switzer
Parks and Recreation Coordinator
18880 SW Martinazzi Avenue
Tualatin, OR 97062-7092

RE: Enclosed Easement for Wetlands Restoration and Water Quality Preservation
Deer Creek Project

Dear Mr. Switzer:

Enclosed please find the Deer Creek Easement for Wetlands Restoration and Water Quality Preservation signed by Metro. The above referenced Easement has been submitted to the City of Tualatin's City Council for approval on May 27, 2008. Please have the Easement signed and notarized and return it to me at 2550 SW Hillsboro Hwy, Hillsboro, OR 97123. If you have any questions, please contact Christina Gangle at (503) 681-3635.

Sincerely,

A handwritten signature in cursive script that reads "Patty Miller". The signature is written in black ink and is positioned above the printed name.

Patty Miller

Enclosure

RETURN TO: Clean Water Services
Mail Stop 10
2550 SW Hillsboro Highway
Hillsboro, OR 97123

Project: 9243 00900
Tax Lot No.: 21E1904000 (Clackamas Co.)
Square Feet: 26500

Tax Statements: No change requested

EASEMENT FOR WETLANDS RESTORATION AND WATER QUALITY PRESERVATION

Name of GRANTOR: METRO, as to an undivided 73% interest CITY OF TUALATIN, as to undivided 27% interest
Mailing Address: 600 NE Grand Avenue 18880 SW Martinazzi Avenue
Portland, OR 97232-2736 Tualatin, OR 97062-7092
Legal Description of Easement: See Exhibit A attached herein

GRANTOR, owner of the property described in Exhibit A herein (the "Property"), does hereby grant, convey and warrant unto Clean Water Services, GRANTEE, an easement for wetland restoration for purposes of water quality preservation. This easement includes the right to access the above described easement over and across the Property of the GRANTOR for the purpose of maintenance of the easement and the plantings therein. This easement shall run with the land and shall be binding upon and shall inure to the benefit of the parties hereto, their successors and assigns.

The consideration for this grant is **non-monetary**.

Additional terms and conditions set forth below are hereby agreed to and binding upon the parties to this easement:

1. No permanent improvements or structures shall be erected on this easement without the written agreement of GRANTOR and GRANTEE;
2. The purpose of this easement shall be to preserve water quality by maintaining native vegetation and habitat conditions within the easement. GRANTOR agrees that any vegetation planted by GRANTEE within the easement shall not be removed, destroyed, mowed, altered or sprayed with biocides. GRANTOR may make additional plantings of Oregon native species within the easement and may prune planted vegetation with approval of GRANTEE;
3. GRANTOR and GRANTEE agree that there shall be no filling, excavating or dredging; no removal of topsoil, sand, gravel, rock, minerals or other materials, nor any dumping of ashes, trash, garbage, or of any other material, and no changing of the grade or topography of the easement in any manner;
4. GRANTOR and GRANTEE agree that there shall be no damming, dredging or other activities that may be detrimental to water quality within the easement. GRANTOR agrees that any activities within the easement which are, in the reasonable opinion of the GRANTEE, inconsistent with preserving the natural condition of the easement are prohibited and may be subject to enforcement action;
5. GRANTEE shall take action to enforce the terms of this easement. Such enforcement shall include abatement of any prohibited condition or activity within the easement by all means provided under CWS Ordinances, Resolution and Orders and federal and state laws;
6. GRANTEE and its Contractors shall confine construction operations to within the easement limits or obtain the written permission of GRANTOR if additional area or access is required;

7. During the time that work is in progress, GRANTEE and GRANTEE's contractors shall make every effort to maintain the easement in a neat and orderly condition. All refuse, excess fill material, etc., shall be removed as soon as practicable. Should the easement not be maintained in satisfactory condition, GRANTEE may cause the work to stop until the cleanup portion of the work has been done to the satisfaction of the GRANTOR and GRANTEE;
8. Any temporary construction easement granted hereby is automatically extinguished upon acceptance by the GRANTEE of the completed public facilities in the adjoining permanent easement;
9. GRANTOR is hereby released from all liability for damages, to any improvements, utilities, or systems installed in the easement, caused by members of the public entering on the easement, except to the extent such liability for damages arises from or is caused by GRANTOR's negligence;
10. To the maximum extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, GRANTEE shall fully indemnify, hold harmless, and defend the GRANTOR, its officers, and employees from and against all actual or alleged claims, actions, demands, judgments, damages, and all costs, expenses and fees incidental to the investigation and defense thereof, including, but not limited to attorney, accountant, paralegal and expert fees based upon or arising out of: 1) an intentional or negligent act or omission of GRANTEE, its officers, employees, agents, invitees, contractors or subcontractors acting within the scope of their employment or duties occurring on the Easement; 2) the installation, construction, maintenance or operation of any improvements, utilities, or other systems installed in the easement; and 3) any breach, violation or failure to perform any of GRANTEE's obligations under this easement;
11. To the maximum extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, GRANTEE shall fully indemnify, hold harmless, and defend the GRANTOR, its officers, and employees from and against the cost of any necessary or required sampling, testing, study, remediation, cleanup or monitoring and against all actual or alleged claims, actions, demands, judgments, damages, and all costs, expenses and fees incidental to the investigation and defense thereof, including, but not limited to attorney, accountant, paralegal and expert fees, based upon or arising out of the release, disposal, generation or transport by GRANTEE, its employees, agents and contractors of Hazardous or Toxic Materials or Substances, as those terms are defined in ORS 465 and 466, as amended, the Resource Conservation and Recovery Act ("RCRA"), the Toxic Substances Control Act ("TSCA"), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), as amended 42 USC § 960 et seq., or any other federal, state or local law ordinance, rule or regulation pertaining to the protection of the environment, provided, however, that by accepting this easement, GRANTEE is not accepting liability for any preexisting hazardous substances on the Easement, and GRANTOR is not attempting to convey any such liability; and
12. GRANTOR reserves the right to use and enjoy the easement except as such use may be inconsistent with or conflict with the GRANTEE's use of the easement herein granted.
13. The rights granted herein shall be covenants running with the land and be binding upon GRANTOR, its successors and assigns in perpetuity, except as otherwise set forth herein. GRANTEE covenants and agrees that, in the conduct of any and all of its activities and operations there under, it will comply strictly with all present and future rules and regulations of all federal, state, and local government bodies having jurisdiction over the construction activities occurring within the easement and if applicable, on adjacent real property owned by GRANTOR. GRANTOR represents and warrants that it is the owner of the real property described herein, and has the full right and power to grant the rights provided in this easement, subject to liens and encumbrances of record as of the date of execution set forth below.

ACCEPTED

By: _____
General Manager or Designee
Clean Water Services

IN WITNESS WHEREOF, Michael J. Jordan, Chief Operating Officer, having proper authority and acting as the GRANTOR named above, has signed this document this 20 day of December 2007.

METRO, an Oregon municipal corporation

APPROVED AS TO FORM

By: _____
Counsel, Clean Water Services

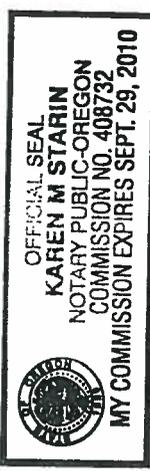
By: Michael J. Jordan
Michael J. Jordan
Title: Chief Operating Officer

IN WITNESS WHEREOF, Lou Ogden, Mayor having proper authority and acting as the GRANTOR named above, has signed this document this 27th day of May 2007/8

CITY OF TUALATIN, an Oregon municipal corporation

By: _____
Name: Lou Ogden
Title: Mayor

NOTARIZE DOCUMENT BELOW:



State of Oregon)
County of Multnomah)

ss.

On this 20th day of December, 2007, before me Karen M. Starin, the undersigned Notary Public, personally appeared Michael J. Jordan, as Chief Operating Officer of Metro, a municipal corporation, personally known to me (or proved to be on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that he executed it.

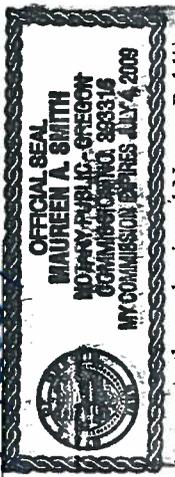
Karen M. Starin
My commission expires: 9-29-2010

State of Oregon)
County of Washington)

ss.

On this 27th day of May, 2008, before me Maureen Smith, the undersigned Notary Public, personally appeared Lou Ogden, as Mayor of City of Tualatin, a municipal corporation, personally known to me (or proved to be on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that he executed it.

Maureen A. Smith
My commission expires: July 4, 2009



State of Oregon)
County of _____)

ss.

On this _____ day of _____, 2007, before me _____, the undersigned Notary Public, personally appeared _____, as _____ of Clean Water Services, a municipal corporation, personally known to me (or proved to be on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that he executed it.

My commission expires: _____

HARRIS - MCMONAGLE ASSOCIATES INC.

ENGINEERS - SURVEYORS

12555 SW HALL BLVD.

TIGARD OREGON, 97223

TEL. (503) 639-3453 FAX. (503) 639-1232

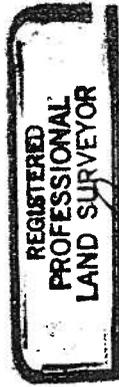


EXHIBIT "A"

LEGAL DESCRIPTION

ALSO SEE EASEMENT SKETCH-EXHIBIT "A"

Expires 12-31-2008

November 9, 2007

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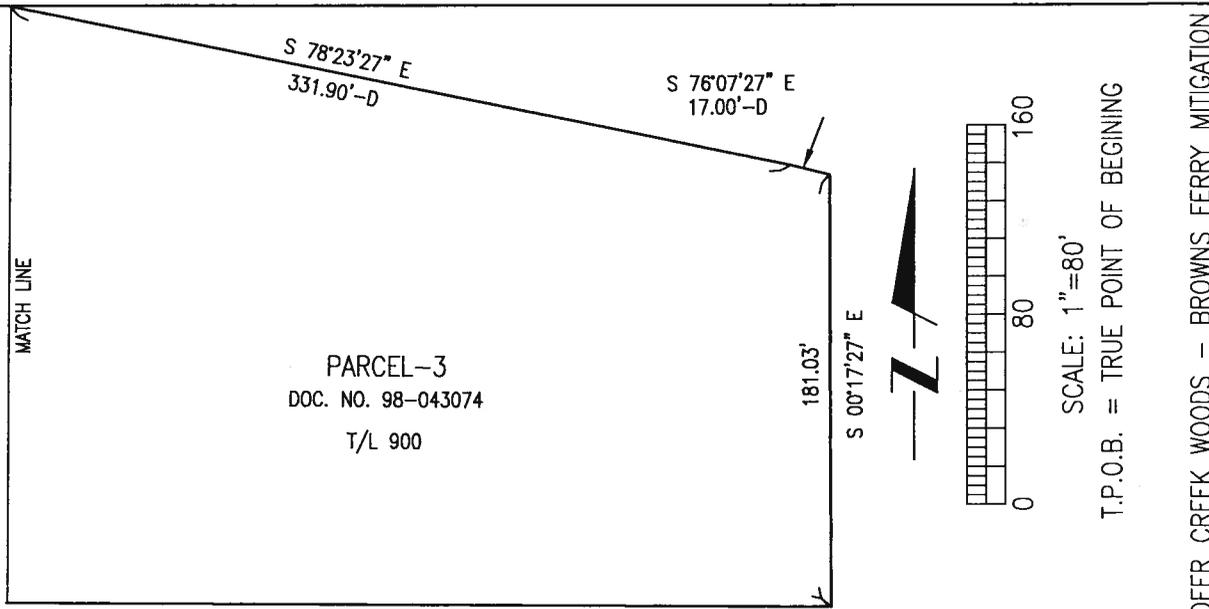
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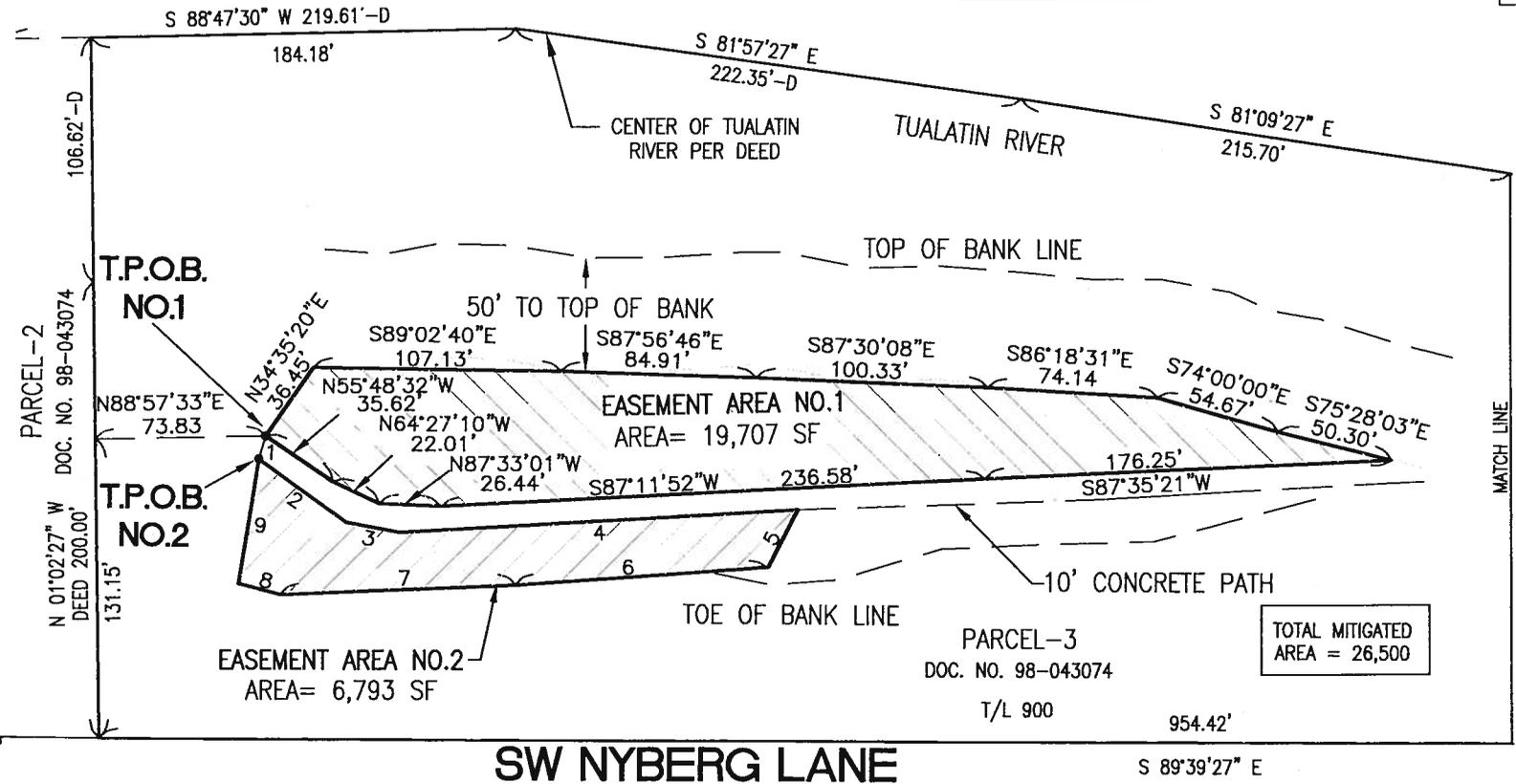
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CENTER OF SECTION CORNER
SECTION 19, TOWNSHIP 2-S, R 1-E W.M.
FORMER STONE WITH CHISELED CROSS
FOUND 5/8" IRON ROD WITH 1 1/2" DIA.
ALUMINUM CAP STAMPED "KAMPE ASSOC. INC."
IN MONUMENT BOX PER PS 27,789

PARCEL-1
DOC. NO. 98-043074



DEER CREEK WOODS - BROWNS FERRY MITIGATION

CWS EASEMENT EXHIBIT "A"
TO SUPPORT LEGAL DESCRIPTION

HARRIS-McMONAGLE ASSOCIATES, INC.
ENGINEERS - SURVEYORS
12555 S.W. HALL BLVD.
TIGARD, OR 97233-5287
PHONE (503) 639-3463

SCALE: 1"=80'
DATE: 11-09-07



Approved By Tualatin City Council

Date May 27, 2008

Recording Secretary J. Kerby

STAFF REPORT

CITY OF TUALATIN

TO: Honorable Mayor and Members of the City Council

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

FROM: Paul Hennon, Community Services Director *[Signature]*
Becky Savino, Program Coordinator *[Signature]*

DATE: May 27, 2008

SUBJECT: 2007 ANNUAL REPORT OF THE TUALATIN ARTS ADVISORY COMMITTEE

ISSUE BEFORE THE COUNCIL:

The Council will receive the 2007 Annual Report of the Tualatin Arts Advisory Committee (TAAC).

RECOMMENDATION:

- Accept the annual report.

EXECUTIVE SUMMARY:

The Tualatin Arts Advisory Committee (TAAC) was established by Ordinance 815-90, adopted by Council on October 22, 1990 and incorporated into the Tualatin Municipal Code as Chapter 11-5. The enabling ordinance requires the TAAC to file an annual report with the Council including a summary of the committee's activities during the preceding year and other matters and recommendations the committee deems appropriate.

The role of the TAAC is to encourage greater opportunities for recognition of arts in Tualatin; to stimulate private and public support for programs and activities in the arts; and to strive to ensure excellence in the public arts collection. The committee consists of seven members appointed by Council. In addition, one Council member serves as a committee Council liaison. The Community Services Department provides the TAAC with limited staff support. The TAAC meets monthly or more often as needed.

Current members of the TAAC are: Richard Hager, Buck Braden, Art Barry and Rosemary Hodgson. Appointed Council liaison is Donna Maddux.

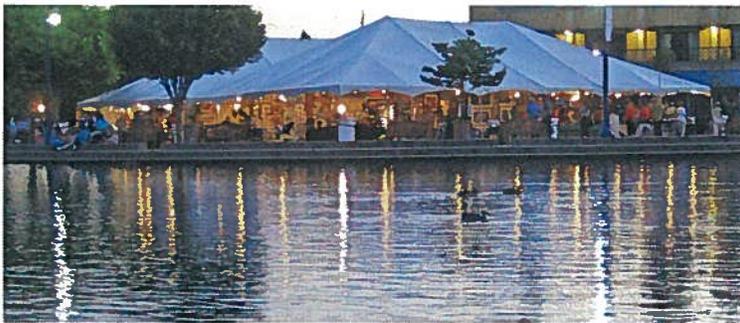
FINANCIAL IMPLICATIONS:

The TAAC operates with a general fund allocation of \$11,500. This subsidy is leveraged with approximately \$40,000 in revenue from corporate sponsorships for the Concerts on the Commons and ArtSplash sales receipts to support the various programs sponsored by the City through the TAAC.

DISCUSSION:

Following is a summary of the most significant accomplishments of the TAAC in 2007 and a summary of current projects.

1. ArtSplash 2007



ArtSplash 2007, Tualatin's 12th annual art show and sale, was held at the Tualatin Commons July 27-29, 2007. Fifty-four local artists sold over \$18,000 of art (an increase of over 18% from the previous year). Approximately 1,500 art enthusiasts attended the three-day event that was filled with art, music, and activities for children. ArtSplash netted about \$500. These proceeds are used to support ArtSplash and other programs of the TAAC. More than eighty volunteers donated their time and energy to support this community event.

2. Concerts on the Commons



The Concerts on the Commons weekly outdoor summer concert series held at the Tualatin Commons every Friday night during July and August continued to be sponsored by the TAAC and 35 other local businesses. The concerts this past summer were funded with \$20,000 in sponsorships, featured a variety of musical formats, and were attended by an average of 500 to 1,000 people of all ages.

3. Support of Outside Agencies

a. Broadway Rose



The TAAC made a direct contribution of \$500 to the Broadway Rose Theatre Company, a local non-profit organization. These funds help the theatre company leverage other funding.

During their 2007 season, the Broadway Rose Theatre Company presented '*Singin' in the Rain*', '*Cole; A musical Celebration of Cole Porter and His Music*' and '*No Way to Treat a Lady*'.

b. Tualatin Heritage Center



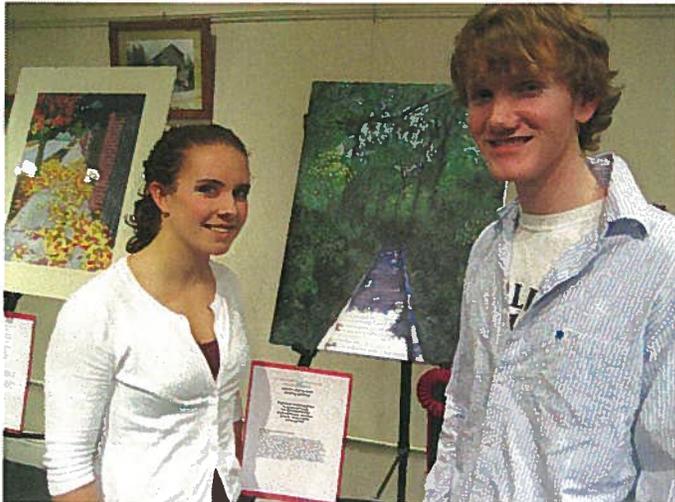
A contribution of \$1,000 was also made to the Tualatin Historical Society to help promote and provide diverse, high-quality creative art programs and exhibits at the Tualatin Heritage Center.

During the month of April 2007, the Statewide Colored Pencil Art Show was featured at the Heritage Center attracting art enthusiasts from around the state.

Lumiere Players, a Tualatin-based non-profit theatre company, held four plays at the Center during 2007 as follows: Spring – '*Dearly Departed*', Summer – '*We Hold These Truths*', Fall – '*War of the Worlds*' and Winter – '*In From The Cold*'.

In August, a teen workshop was held featuring artist Sarah Ferguson who offered various media instruction for the "Art in the Wetlands" community art project.

4. Student Visual Chronicle 2007



In partnership with Tualatin High School, the first annual Student Visual Chronicle began in 2007.

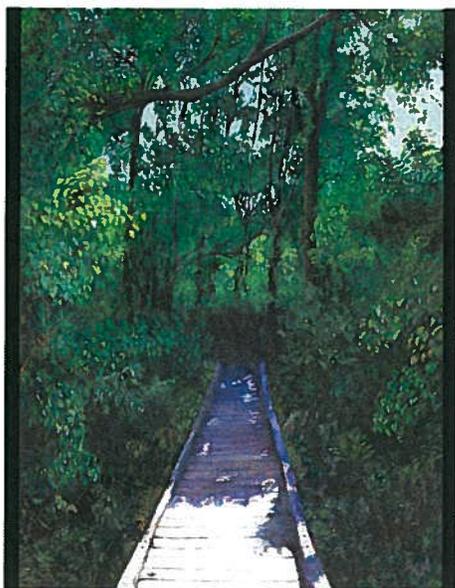
The purpose of the Student Visual Chronicle is to create a visual record of Tualatin in various mediums including prints, drawings, paintings and photographs which document the life of the Tualatin community, capturing elements of the past and present, thereby providing an archival record and resource.

The Student Visual Chronicle is a subsection of the Tualatin Visual Chronicle that was initiated in 1995.

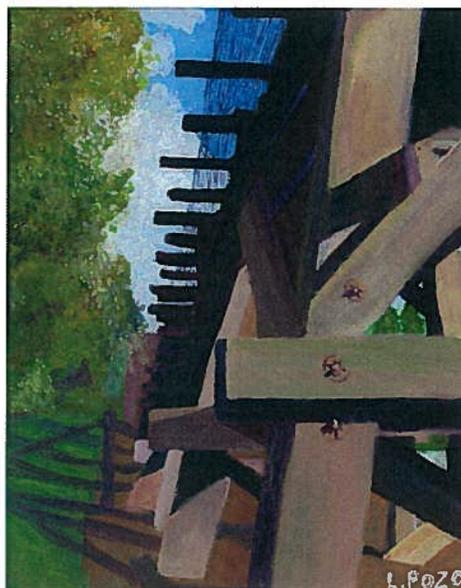
Over 35 students in grades 9 through 12 at Tualatin High School participated in the program. Along with their submitted artwork, students were asked to submit a short essay describing their art and explaining why they chose the location of their project.

Those students whose art was selected for inclusion in the Student Visual Chronicle were chosen by high school teachers Jeannine Miller and Scott Hohman. A total of nine pieces of artwork were purchased from the student art submissions. Mayor Lou Ogden presented the students with awards at a reception held at the Tualatin Heritage Center on January 25, 2007.

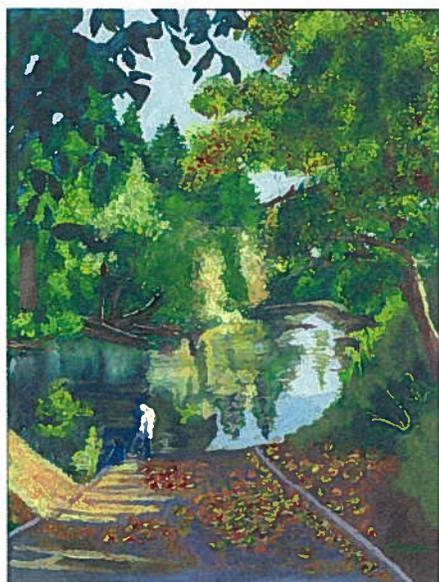
Photographs of the nine purchased artwork pieces follow:



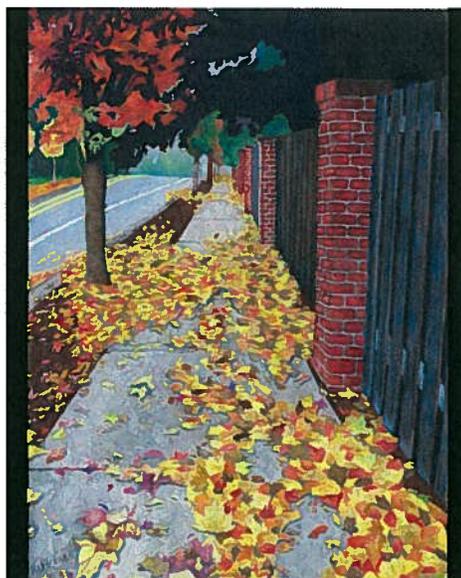
1. "Browns Ferry Park Bridge" - Acrylic painting by Amy Herbst



2. "The Railroad" - Acrylic painting by Natalie Pozo



3. "A Hidden Treasure" - Acrylic painting by Ashley Thiessen

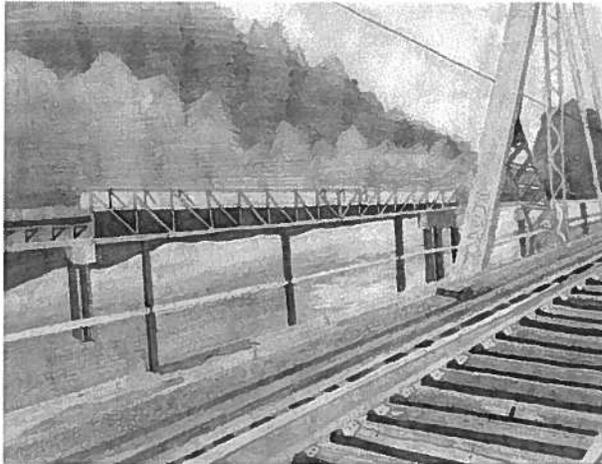


4. "Autumn" - Pencil drawing by Jenna Glenn

STAFF REPORT: 2007 Annual Report of the Tualatin Arts Advisory Committee

May 27, 2008

Page 6 of 7



**5. "Tualatin River" – Pencil drawing
by Taelor Schaffer**



**6. "Brick Building" – Pencil drawing
by Blake Mai**



**7. "The Two" – Photograph
by Katrina Zagidullin**



**8. "Andrew McCall" – Photograph
by Andrew McCall**



9. "Old Tualatin Elementary School" – Photograph
by Allison Brook

5. Current Projects

a. Public Art for the Library

The TAAC assisted in the selection and placement of art for the new Tualatin Public Library. Three members of TAAC served on a special ad hoc committee on Public Art for the Library along with members of the Library Advisory Committee and Council.

The ad hoc committee reviewed almost 200 proposals submitted by 48 artists. On March 24, 2008, Council authorized the purchase of seven pieces of artwork recommended by the Committee.

Five of the seven artworks will be installed prior to the Library's scheduled opening by the end of this summer. The other two artworks will be installed by December 2008.

b. Other Projects

In 2008 (which spans the FY07/08 and FY08/09 annual budgets), the TAAC plans to continue to produce ArtSplash, the ArtWalk, Concerts on the Commons, Visual Chronicle, and to consider support of outside agencies.

c: Tualatin Arts Advisory Committee



Approved By Tualatin City Council
Date May 27, 2008
Recording Secretary J. Kerling

STAFF REPORT CITY OF TUALATIN

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager 

FROM: Doug Rux, Community Development Director 
Eric Underwood, Development Coordinator 

DATE: May 27, 2008

SUBJECT: RESOLUTION ACCEPTING DEED OF DEDICATION AND EASEMENTS ASSOCIATED WITH THE SW HERMAN ROAD IMPROVEMENT PROJECT (SALLY LEE PAULSON)

ISSUE BEFORE THE COUNCIL:

Whether the Tualatin City Council should adopt a resolution accepting Deed of Dedication and Slope/Utility Easements as part of the SW Herman Road Improvement Project.

RECOMMENDATION:

Staff recommends that the City Council adopt the attached resolution.

EXECUTIVE SUMMARY:

- This action is not a public hearing.
- The Fiscal Year 07/08 Leveton Tax Increment District Project Fund contains a capital project to design roadway improvements, and acquire rights-of-way and easements for the SW Herman Road Improvement Project.
- The project area consists of SW Herman Road from SW Teton Avenue to 124th Avenue.
- This public improvement project is funded by the Tualatin Development Commission ("Commission") from SW 108th Avenue to SW 124th Avenue. The City is funding improvements from SW Teton Avenue to SW 108th Avenue.
- The primary purpose of constructing the roadway is to better facilitate freight mobility and industrial traffic flow within the District and to improve storm water drainage as well as overall roadway conditions.
- As part of the project, rights-of-way and utility, slope, and permanent easements have been identified.

- The acceptance of the Deed of Dedication and Easements are conditioned on the Commission at their May 27, 2008 meeting adopting a resolution authorizing compensation for the Deed of Dedication and Easements for the amounts noted in the attached documents.
- The Commission at its August 13, 2007 meeting directed the acquisition of rights-of-ways and easements.
- The documents to be accepted are from the following:
 - Sally Lee Paulson
- The Deed of Dedication and Easements are being presented to the Council for acceptance because the subject project is for a public street improvement and the Commission does not accept these types of documents.
- There are no criteria to apply to this request.

OUTCOMES OF DECISION:

Approval of the request to accept Deed of Dedication and Easements will result in the following:

1. Allow the Commission to obtain the rights-of-way and easements needed to construct roadway improvements.
2. Allow the SW Herman Road Improvement Project to maintain its current timeline.

Denial of the request to accept Deed of Dedication and Easements will result in the following:

1. The project will be delayed.
2. The Commission will need to decide whether or not to renegotiate right-of-way and easement acquisition costs.

ALTERNATIVES TO RECOMMENDATION:

Alternatives evaluated to acceptance of the Deed of Dedication and Easements are as follows:

1. Renegotiate right-of-way and easement need and acquisition costs with current property owners.
2. Put project on hold.

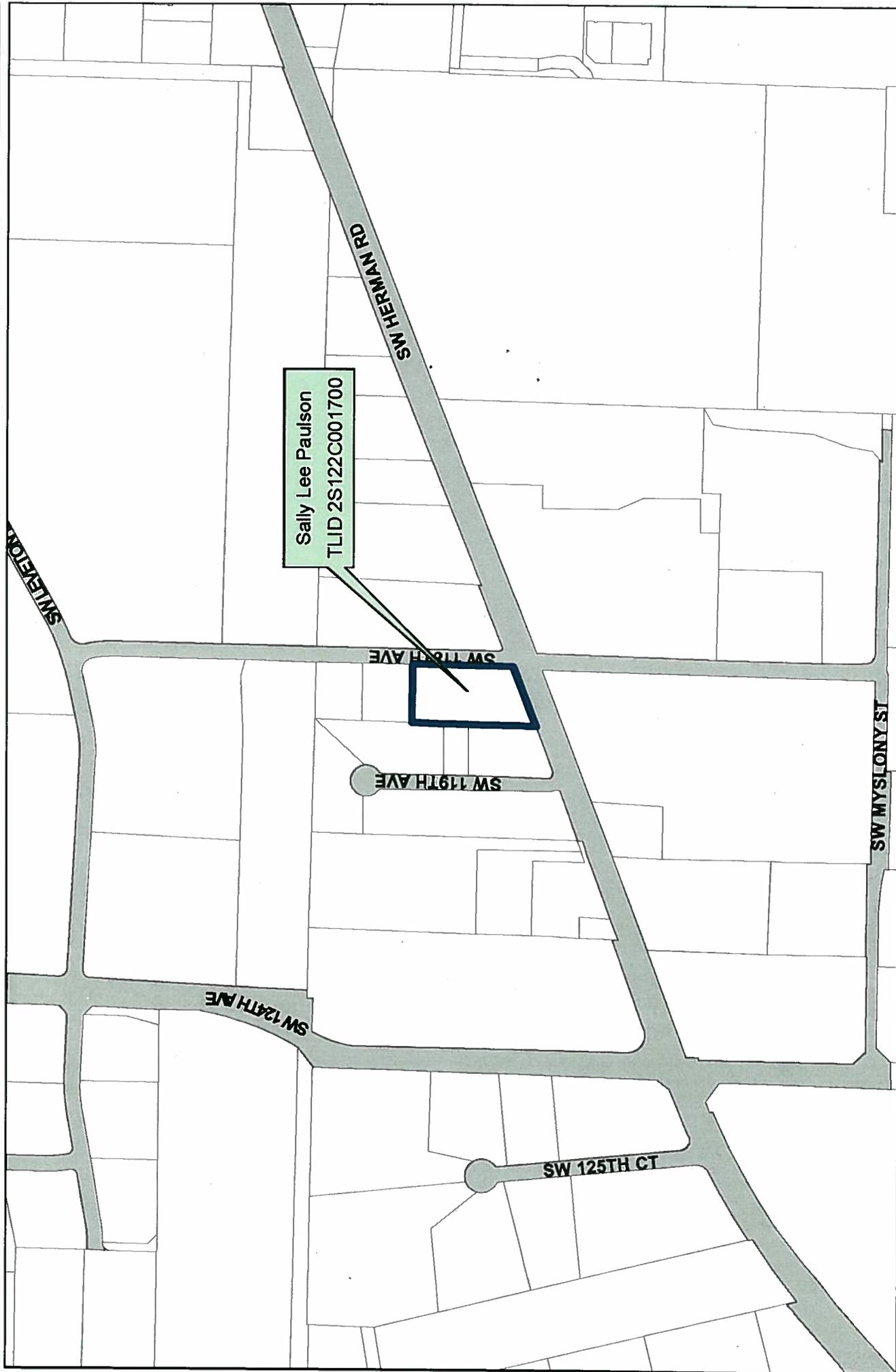
FINANCIAL IMPLICATIONS:

Compensation for the Deeds of Dedication and Easements was addressed by the Commission at their April 14, 2008 meeting and is not applicable to acceptance of these documents.

PUBLIC INVOLVEMENT:

Public involvement is not required as part of this action.

Attachments: A. Right-of-Way and Slope/Utility Easements Map
 B. Resolution with Exhibits



RF 1:5,800

Parcels of Interest



This map is derived from various digital database sources. While an attempt has been made to provide an accurate map, the user should not rely on this map for any errors or omissions in the information. This map is provided "as is". -Engineering and Building Dept. Picked 06/12/2008

RESOLUTION NO. 4791-08

RESOLUTION ACCEPTING DEED OF DEDICATION
AND EASEMENTS IN ASSOCIATION WITH THE
SW HERMAN ROAD IMPROVEMENT PROJECT (SALLY
LEE PAULSON)

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

Section 1. The attached documents, Exhibits 1 and 2 are hereby accepted by the
City of Tualatin:

- a. Deed of Dedication
- b. Slope/Public Utility Easements from Sally Lee Paulson

Section 2. The City Recorder shall be instructed to cause said Deed of
Dedication and Slope/Public Utility Easements to be recorded in the Book of Records
of the Washington County Recorder.

Section 3. The acceptance of the Deed of Dedication and Easements are
conditioned on the Tualatin Development Commission adopting a resolution
authorizing compensation for the Deed of Dedication and Easements.

INTRODUCED AND ADOPTED this 27th day of May, 2008.

CITY OF TUALATIN, OREGON

By _____

Mayor

APPROVED AS TO LEGAL FORM

Brenda L. Brader
CITY ATTORNEY

ATTEST:

By _____

City Recorder

Resolution No. 4791-08



CITY OF TUALATIN, OREGON
DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that Sally Lee Paulson (the "GRANTOR"), grants to the City of Tualatin (the "CITY"), its successors in interest and assigns, the following real property with the tenements, hereditaments and appurtenances, situated in the County of Washington, State of Oregon, for the use of the public as a public way forever, for street, road, right-of-way and public utility purposes, bounded and described as follows, to wit:

*See attached legal description
and attached map of description*

TO HAVE AND TO HOLD, the described and granted premises unto the said CITY, its successors in interest and assigns forever.

The true consideration of this conveyance is **Forty-Nine Thousand Nine Hundred Forty Three and No/100 Dollars (\$49,943.00)** and other valuable consideration, the receipt of which is acknowledged by GRANTOR.

The GRANTOR covenants to the CITY, and CITY'S successors in interest and assigns that GRANTOR is lawfully seized in fee simple of the granted premises, free from all encumbrances, except encumbrances stated in the attached and incorporated exhibit entitled "Excepted Encumbrances", and that GRANTOR, GRANTOR'S heirs, and personal representatives shall warrant and forever defend the premises to the CITY, its successors in interest and assigns against the lawful claims and demands of all persons claiming by, through, or under the GRANTOR.

EXECUTED this 17th day of April, 2008.

Sally Lee Paulson:

Sally Lee Paulson
Name (print or type)

Sally Lee Paulson
Signature

owner
Title

STATE OF OREGON)
County of Washington) ss

On this 17th day of April, 2008, before me, the undersigned, a Notary Public, personally appeared Sally Lee Paulson, and acknowledged the foregoing instrument to be her voluntary act and deed.



Before me: [Signature]
Notary Public for Oregon

My commission expires: Nov. 9, 2011

CITY OF TUALATIN, OREGON
By [Signature]
Mayor

ATTEST:
By [Signature]
City Recorder

EXHIBIT A

**Herman Road Improvement Project
June 25, 2007
Updated July 12, 2007**

**Tax Map No. 2S122C 1700
SALLY LEE PAULSON**

PARCEL 1 - RIGHT-OF-WAY DEDICATION

A parcel of land lying in that tract of real property in Section 22, Township 2 South, Range 1 West of the Willamette Meridian, in the City of Tualatin, Washington County, Oregon and being more particularly described in a Deed to SALLY LEE PAULSON, recorded on October 22, 1990, in Document No. 90-58216, Washington County Book of Records, said parcel being that portion of said property included in a strip of land variable in width, lying northerly of the centerline of SW Herman Road (County Road 489), which centerline is described as follows:

Beginning at station 34+82.00, said point being South 4°53'13" East, 1440.06 feet from the West quarter corner of Section 22, Township 2 South, Range 1 West, said point also being 40.00 feet from the centerline of the Southern Pacific Railroad centerline when measured at right angles, said point also being on the centerline of SW 124th Avenue as shown on Survey No. 29,817 filed with Washington County Surveyor's office;

Thence North 68°56'37" East, parallel with and 40.00 feet from said Railroad centerline, 5913.76 feet to station 93+95.76; said point being at the intersection with the centerline of SW Teton Avenue.

The widths in feet of the strip of land above referred to are as follows:

<u>SW HERMAN ROAD STATION</u>	<u>WIDTH ON NORTHERLY SIDE OF CENTERLINE</u>
From 48+80.00 To 51+38.00	49.25 feet
From 51+38.00 To 51+78.00	49.25 feet in a straight line to 86.00 feet

EXCEPT therefrom that portion lying within the existing right-of-way of SW Herman Road (County Road 489) and EXCEPT therefrom that portion lying within the existing right-of-way or SW 118th Ave.

This area of land contains 3,760 square feet (0.086 acres), more or less.

EXHIBIT A -Continued

PARCEL 2 – PERMANENT SLOPE AND UTILITY EASEMENT

A parcel of land lying in that tract of real property in Section 22, Township 2 South, Range 1 West of the Willamette Meridian, in the City of Tualatin, Washington County, Oregon and being more particularly described in a Deed to SALLY LEE PAULSON, recorded on October 22, 1990, in Document No. 90-58216, Washington County Book of Records, said parcel being that portion of said property included in a strip of land variable in width, lying northerly of the centerline of SW Herman Road (County Road 489), said centerline described in PARCEL 1.

The widths in feet of the strip of land above referred to are as follows:

<u>SW HERMAN ROAD STATION</u>	<u>WIDTH ON NORTHERLY SIDE OF CENTERLINE</u>
From 48+80.00 To 50+84.00	57.25 feet
From 50+84.00 To 51+24.00	57.25 feet in a straight line to 62.75 feet
From 51+24.00 To 51+70.00	62.75 feet

EXCEPT therefrom that portion lying within the existing right-of-way of SW Herman Road (County Road 489), EXCEPT therefrom that portion lying within the existing right-of-way or SW 118th Ave., EXCEPT that portion described in PARCEL 1, and EXCEPT that portion lying within the Slope Easement per Doc #89-33078

This area of land contains 2,119 square feet (0.049 acres), more or less.

EXHIBIT A -Continued

PARCEL 3 – TEMPORARY CONSTRUCTION EASEMENT

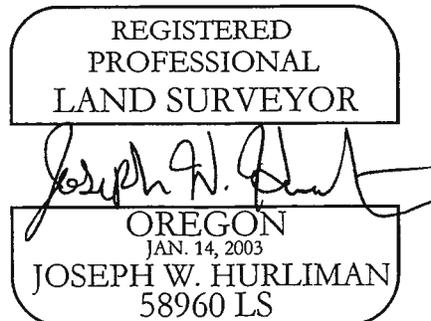
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The widths in feet of the strip of land above referred to are as follows:

<u>SW HERMAN ROAD STATION</u>	<u>WIDTH ON NORTHERLY SIDE OF CENTERLINE</u>
From 49+30.00 To 49+65.00	57.25 feet in a straight line to 136.00 feet
From 49+65.00 To 50+82.00	136.00 feet in a straight line to 90.00 feet
From 50+82.00 To 50+92.00	90.00 feet in a straight line to 111.00 feet
From 50+92.00 To 51+67.00	111.00 feet in a straight line to 82.00 feet

EXCEPT therefrom that portion lying within the existing right-of-way of SW Herman Road (County Road 489), EXCEPT therefrom that portion lying within the existing right-of-way or SW 118th Ave., EXCEPT that portion described in PARCEL 1, EXCEPT that portion described in PARCEL 2, and EXCEPT that portion lying within the Slope Easement per Doc #89-33078

This area of land contains 10,514 square feet (0.241 acres), more or less.



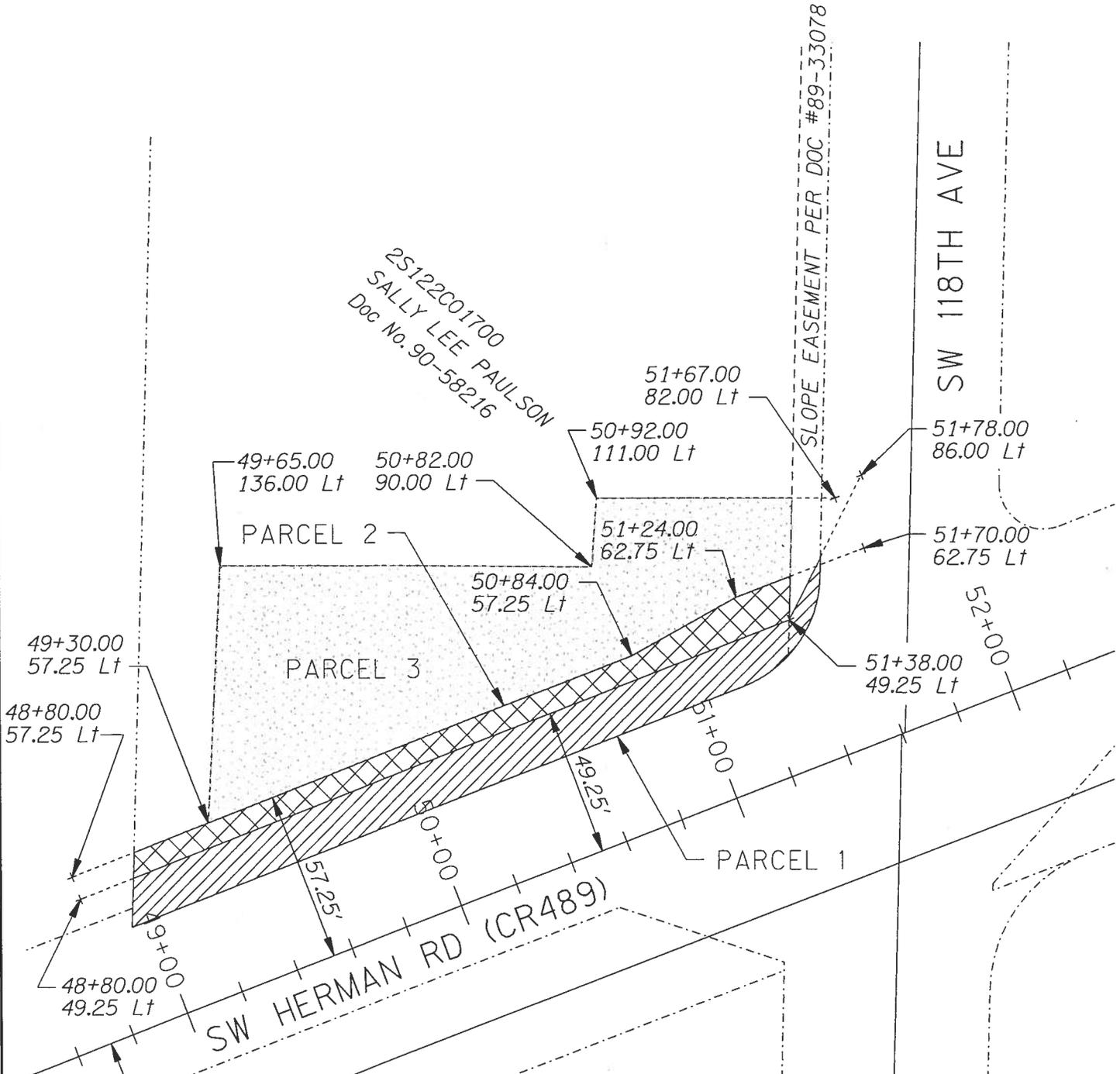
RENEWAL: 6/30/09
SIGNED: 7-13-2007

EXHIBIT B

25122001700
SALLY LEE PAULSON
Doc No. 90-58216

SLOPE EASEMENT PER DOC #89-33078

SW 118TH AVE



-  PARCEL 1
-  PARCEL 2
-  PARCEL 3
-  RIGHT OF WAY DEDICATION
-  SLOPE AND UTILITY EASEMENT
-  TEMPORARY CONSTRUCTION EASEMENT



RIGHT OF WAY DEDICATION
CITY OF TUALATIN
HERMAN ROAD
IMPROVEMENT PROJECT
JULY, 2007



CITY OF TUALATIN, OREGON

SLOPE AND PUBLIC UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that Sally Lee Paulson (the "GRANTOR"), grants to the City of Tualatin (the "CITY"), its successors in interest and assigns, the permanent right to construct, reconstruct, operate and maintain a Slope and Public Utilities, including but not limited to water, sewer, storm drain, power, telephone, cable television, and natural gas lines and facilities on the following described land:

See attached legal description and map

This Slope and Public Utility Easement is granted for the purpose of design, construction, operation, reconstruction, maintenance, and repair of a slope and utility in support of and to protect and save from damage the adjacent public right-of-way used for a public roadway, sidewalk, and related improvements and to allow installation of public utilities systems in this area.

TO HAVE AND TO HOLD, the described easement unto the CITY, its successors in interest and assigns forever.

GRANTOR reserves the right to use the surface of the land for walkways, plantings, parking, landscape maintenance, and related uses. Uses by the GRANTOR shall not be inconsistent or interfere with the use of the easement area by the CITY. No building or utility shall be placed upon, under, or within the property subject to the easement during its term without the written permission of the CITY.

Except as otherwise provided, upon completion of construction by CITY, the CITY shall restore the disturbed surface of the property to the condition reasonably similar to the previous state, and shall indemnify and hold the GRANTOR harmless against all loss, costs, or damage arising out of the exercise of the rights granted. Nothing contained in this easement shall be construed as requiring the CITY, its successors in interest or assigns to maintain landscaping, walkways, parking, or other surface or subsurface improvement made or constructed by or on behalf of the GRANTOR, its heirs, successors in interest or assigns.

The true and actual consideration paid for this transfer consists of **Two Thousand Five Hundred and No/100 Dollars (\$2,500.00)** or includes other property or other value given or promised, the receipt of which is acknowledge by the GRANTOR.

The GRANTOR covenants to the CITY, and CITY'S successors in interest and assigns that GRANTOR is lawfully seized in fee simple of the granted premises, free from all encumbrances, except encumbrances, easements, restrictions and rights-of-way of record and those common and apparent on the land, and that GRANTOR, GRANTOR'S heirs, and personal representatives shall warrant and forever defend the premises to the CITY, its successors in interest and assigns against the lawful claims and demands of all persons claiming by, through, or under the GRANTOR.

EXECUTED this 17th day of April, 2008.

Sally Lee Paulson:

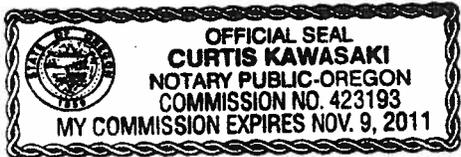
Sally Lee Paulson
Name (print or type)

Sally Lee Paulson
Signature

owner
Title

STATE OF OREGON)
County of Washington) ss

On this 17th day of April, 2008, before me, the undersigned, a Notary Public, personally appeared SALLY LEE PAULSON, and acknowledged the foregoing instrument to be her voluntary act and deed.



Before me: [Signature]
Notary Public for Oregon

My commission expires: Nov. 9, 2011

CITY OF TUALATIN, OREGON
By [Signature]
Mayor

ATTEST:
By [Signature]
City Recorder

EXHIBIT A

Herman Road Improvement Project
June 25, 2007
Updated July 12, 2007

Tax Map No. 2S122C 1700
SALLY LEE PAULSON

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EXHIBIT A -Continued

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EXHIBIT A -Continued

PARCEL 3 – TEMPORARY CONSTRUCTION EASEMENT

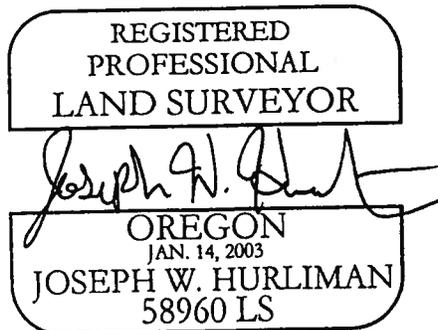
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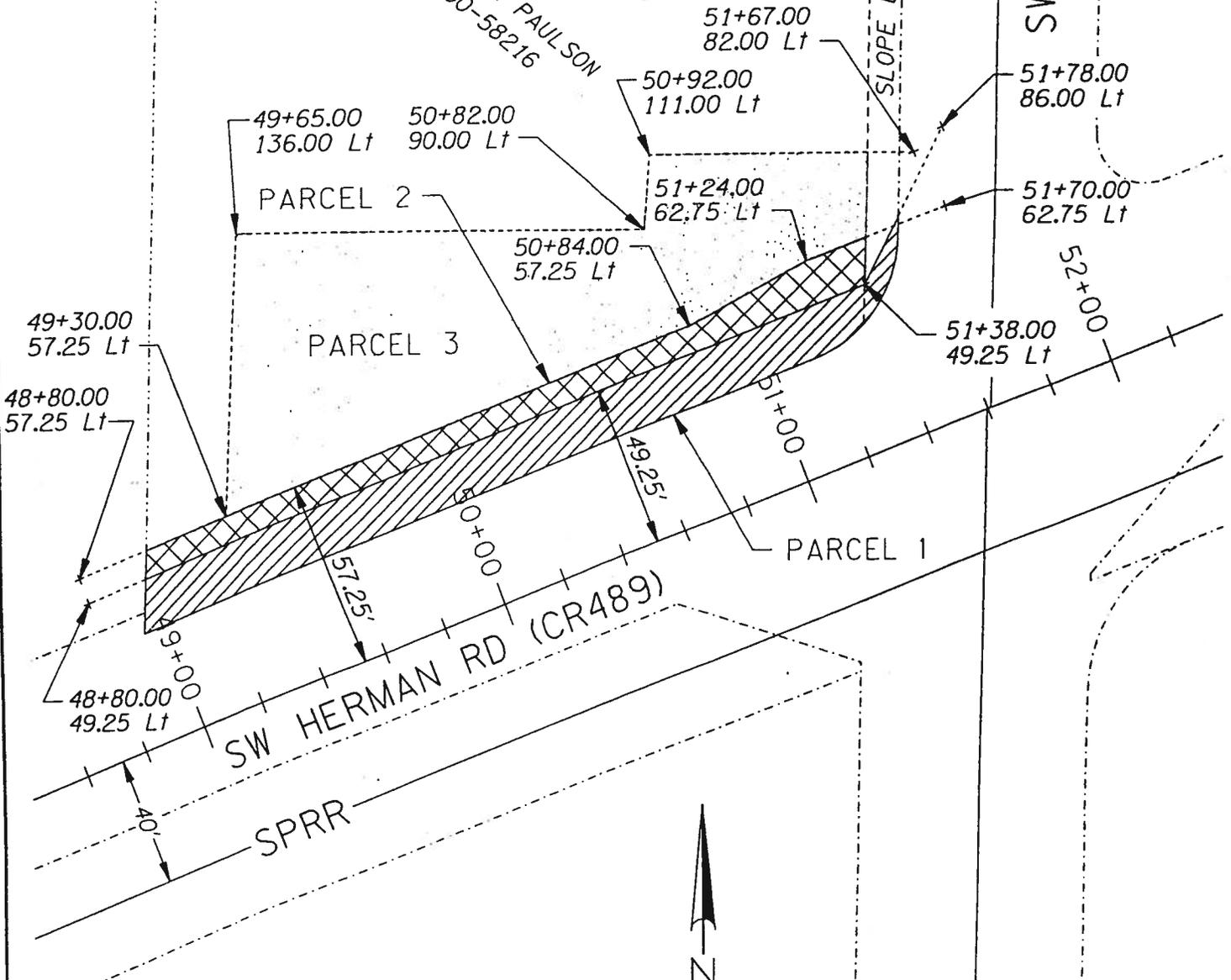
RENEWAL: 6/30/09
SIGNED: 7-13-2007

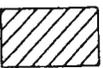
EXHIBIT B

25122C01700
SALLY LEE PAULSON
Doc No. 90-58216

SLOPE EASEMENT PER DOC #89-33078

SW 118TH AVE



-  PARCEL 1
RIGHT OF WAY DEDICATION
-  PARCEL 2
SLOPE AND UTILITY EASEMENT
-  PARCEL 3
TEMPORARY CONSTRUCTION EASEMENT



1"=50'

RIGHT OF WAY DEDICATION
CITY OF TUALATIN
HERMAN ROAD
IMPROVEMENT PROJECT
JULY, 2007



Approved By Tualatin City Council

Date May 27, 2008

Recording Secretary g Kirby

STAFF REPORT CITY OF TUALATIN

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager 

FROM: Doug Rux, Community Development Director 
William Harper, Associate Planner 

DATE: May 27, 2008

SUBJECT: AN ORDINANCE RELATING TO SIGNS; REMOVING FREEWAY-ORIENTED ACTIVITY SIGNS AS ALLOWED FREESTANDING SIGNS; AMENDING NONCONFORMING SIGN PROVISIONS; AND AMENDING TDC 20.030, 31.060, 35.200, 38.110 & 38.220 PTA-08-01

ISSUE BEFORE THE CITY COUNCIL:

Whether the City Council should amend the Tualatin Development Code (TDC) Chapter 38-Sign Regulations, removing provisions for Freeway Oriented Activity Areas and Freeway Oriented Activity Signs, amending the nonconforming sign provisions in TDC 35.200 with corresponding amendments to TDC Chapter 20-Sign Design and TDC 31.060 Definitions.

RECOMMENDATION:

The Tualatin Planning Advisory Committee (TPAC) voted 5-0 on May 7, 2008, recommending that the City Council approve PTA-08-01.

Staff recommends that the City Council consider the staff report and supporting attachments and direct staff to prepare an ordinance granting PTA-08-01 based on the draft ordinance in Attachment D.

EXECUTIVE SUMMARY:

- This matter is a legislative action.
- This matter is a Plan Text Amendment (PTA) to the Tualatin Development Code.
- The applicant is the Community Development Director.
- At the January 28, 2008 Council Work Session, the Tualatin City Council discussed large freestanding pole signs located adjacent to or visible from the I-5 freeway and looked at the feasibility of removing one or more of the freestanding signs facing the I-5 freeway in Tualatin. The Council was concerned about the

size and appearance of existing signs adjoining the sections of I-5 in Tualatin, especially large and tall pole signs located on commercial properties that were originally developed for service, food and lodging uses oriented to vehicles and travelers on the freeway. In the Work Session, the Council reviewed current Tualatin sign regulations relating to large freestanding signs and nonconforming signs, the possibility of establishing a sign amortization program, as well as state and federal law pertaining to signs located along Interstate highways.

- In the Work Session, the Council requested staff initiate a draft amendment to the TDC that would remove the existing Freeway Oriented Activity Area provisions in TDC Chapter 38-Sign Regulations and in related sections in Chapter 20-Sign Design and Chapter 31.060-Definitions. The Council also requested revisions to the Nonconforming Sign provisions of TDC 35.200 to redefine what a nonconforming sign is, establish that a change in use on a property can result in a nonconforming sign and provide options for allowing modifications to the structure of nonconforming signs when the dimensions of the sign (height, sign face area, sign type, etc.) are brought more into compliance with existing sign standards. At a future date, the Council wants to consider establishing specific design standards for freestanding signs and take a comprehensive and city-wide look at Tualatin's sign regulations.
- The Freeway Oriented Activity (FOA) Area and FOA Sign program originated in the 1968 Tualatin Sign Code following construction of the I-5 freeway in the 1950's and annexation of SW Lower Boones Ferry Road/Bridgeport Road/McEwan Road area at the I-5 Exit 290 interchange in 1966 and 1968. The 1979 and 1983 Sign Ordinance, the 1993 Sign Code Ordinance Amendment (that changed the sign review process from Architectural Review of signs to an objective standards Sign Permit process) and the 1996 incorporation of the Sign Regulations into TDC Chapter 38 carried forward the FOA sign program to the present day.

The FOA Area was defined (Figure 38-1, Attachment A) as properties associated with the SW Nyberg and SW Lower Boones Ferry Road I-5 interchanges (Exits 289 and 290) and larger, taller FOA signs were allowed for existing (and new) lodging, dining and service station uses that were oriented to travelers on the freeway. As originally established in the 1968 Sign Ordinance and under the existing CC and CG Planning District freestanding sign standards, a FOA pole sign can be 45 ft. tall and have a sign face area of 250 sq. ft. [TDC 38.220.(1)(c)]. Currently, there are approximately 30 FOA pole signs and oversized pole signs in the FOA Area and visible from the two interchanges. A graphic depicting existing FOA freestanding pole signs is shown on Attachment B. An aerial map showing the approximate locations of existing FOA and large poles signs is included as Attachment C.

- The existing Nonconforming Sign definition (TDC 31.060) confines nonconforming signs to signs lawfully erected before May of 1992 (prior to the initiation of the Sign Code Ordinance revisions and final adoption in June, 1993) and leaves out signs that were permitted after that date and do not meet current sign standards. The nonconforming sign provisions in TDC 35.200 allow nonconforming signs to remain, but restrict any relocation or structural alteration

unless the sign is brought into full compliance with current standards. There are no provisions allowing a nonconforming sign to be modified in a manner that improves the sign's compliance with current standards without losing its nonconforming status.

- The Council has expressed a public interest in reducing the size and height standards for pole signs by removing the FOA pole sign provisions from the Sign Regulations, by establishing that a change in use can result in a sign becoming nonconforming and encouraging the replacement or scaling down of existing large and tall pole signs by allowing nonconforming signs to be reduced in size while retaining a nonconforming sign status. The proposed amendments will remove the FOA Area and FOA Sign provisions from TDC 20.030-Sign Design Objectives; from TDC 31.060-Definitions; from TDC 38.110-Sign Types; and from TDC 38.220(1)(c)-CC and CG Freestanding Signs.
- The proposed amendment to the Nonconforming Signs provisions would allow an existing legal nonconforming sign to be structurally altered when the sign dimensions are reduced a minimum of 25% of nonconforming height, face height and area. The minimum 25% standard is to provide a clear direction and a significant step toward compliance with the reduced sign height and size provisions in the Sign Code. An example is a nonconforming FOA sign with an allowed height of 45 ft. sign face height of 16 feet and a sign face area of 250 sq. ft. If the conforming sign on the property would be for example a freestanding pole sign (sign height of 15 ft.; sign face height of 8 ft.; sign face area of 48 sq. ft.), the existing non-conforming sign must be reduced in size a minimum of 25% of the difference: 5 ft. less in height; 2 ft. less in sign face height; and 50 sq. ft. less in sign face area.
- The proposed amendment establishes that nonconforming signs are required to comply with the Tualatin Sign Code when the use on a Tax Lot is changed. An example of this situation is when the use of a property with a FOA Sign changes from a lodging, dining or service station use to another use not eligible for a FOA sign. Currently, the Sign Code does not address the change in use aspect of conformance with existing regulations. To compel removal of a sign within the I-5 freeway corridor for nonconformance would be subject to the Federal Law requiring payment of compensation for the sign. As proposed, with a change in use from a FOA use, the sign would become nonconforming.
- The proposed PTA language as prepared by staff is provided in Attachment D. The Background to the proposal is Attachment E and the Plan Amendment approval criteria are addressed in the Analysis and Findings section of this report (Attachment F).
- The applicable policies and regulations that apply to the proposal include: TDC 1.032-Amendments; TDC 6.030 Commercial Planning District Objectives; TDC 20.030-Sign Design Objectives; TDC Chapter 38-Sign Regulations. The Analysis and Findings section of this report (Attachment F) considers the applicable policies and regulations.
- Before granting the proposed PTA, the City Council must find that the criteria listed in TDC 1.032 are met. The Analysis and Findings section of this report

(Attachment F) examines the application with respect to the criteria for a Plan Amendment.

OUTCOMES OF DECISION:

Approval of the PTA request will result in the following:

1. Removes FOA freestanding pole signs as an allowed sign in the Sign Regulations of TDC Chapter 38. Existing FOA pole signs will become nonconforming.
2. Defines existing, legally-erected signs that do not meet current sign standards as nonconforming signs subject to the allowances and requirements TDC 35.200. Allows a nonconforming sign to be altered without losing nonconforming sign status when the sign dimensions are brought closer into compliance to current sign code. Requires a FOA Sign to be brought into compliance when the use on the property changes.
3. This action will not require removal of legally erected signs, but over time will result in or encourage smaller signs.

Denial of the PTA request will result in the following:

1. The current provisions of the Sign Code and related TDC chapters allowing FOA Signs and limiting modifications to older nonconforming signs will remain unchanged. Sign Permits for new FOA freestanding pole signs can be issued.

ALTERNATIVES TO RECOMMENDATION:

The alternatives to the staff recommendation to Council are:

- Approve the proposed PTA with alterations.
- Deny the request for the proposed PTA.
- Continue the discussion of the proposed PTA and return to the matter at a later date.

FINANCIAL IMPLICATIONS:

The Applicant is the Community Development Department. No fee is required. Funds have been budgeted in the Planning Divisions FY07/08 budget to prepare and process City initiated amendments.

PUBLIC INVOLVEMENT:

The Community Development Department conducted an Open House on May 1, 2008, at 4:00-6:00 p.m. at the City Council Building, to explain the PTA proposal to businesses and property owners in the Freeway Oriented Activity Area and to receive comments. No members of the public (property owners/businesses) attended the meeting. A Measure 56 Notice was sent to property owners within the existing FOA Area prior to the Council public hearing.

- Attachments:**
- A. FOA Area Figure 38-1
 - B. FOA Freestanding Pole Sign Graphic
 - C. Aerial Photo of I-5 freeway corridor and existing large Freestanding Pole signs
 - D. Proposed Text Amendment Language-TDC 20.030, 31.060; 35.200; 38.110 & 38.220
 - E. Background Information
 - F. Analysis and Findings

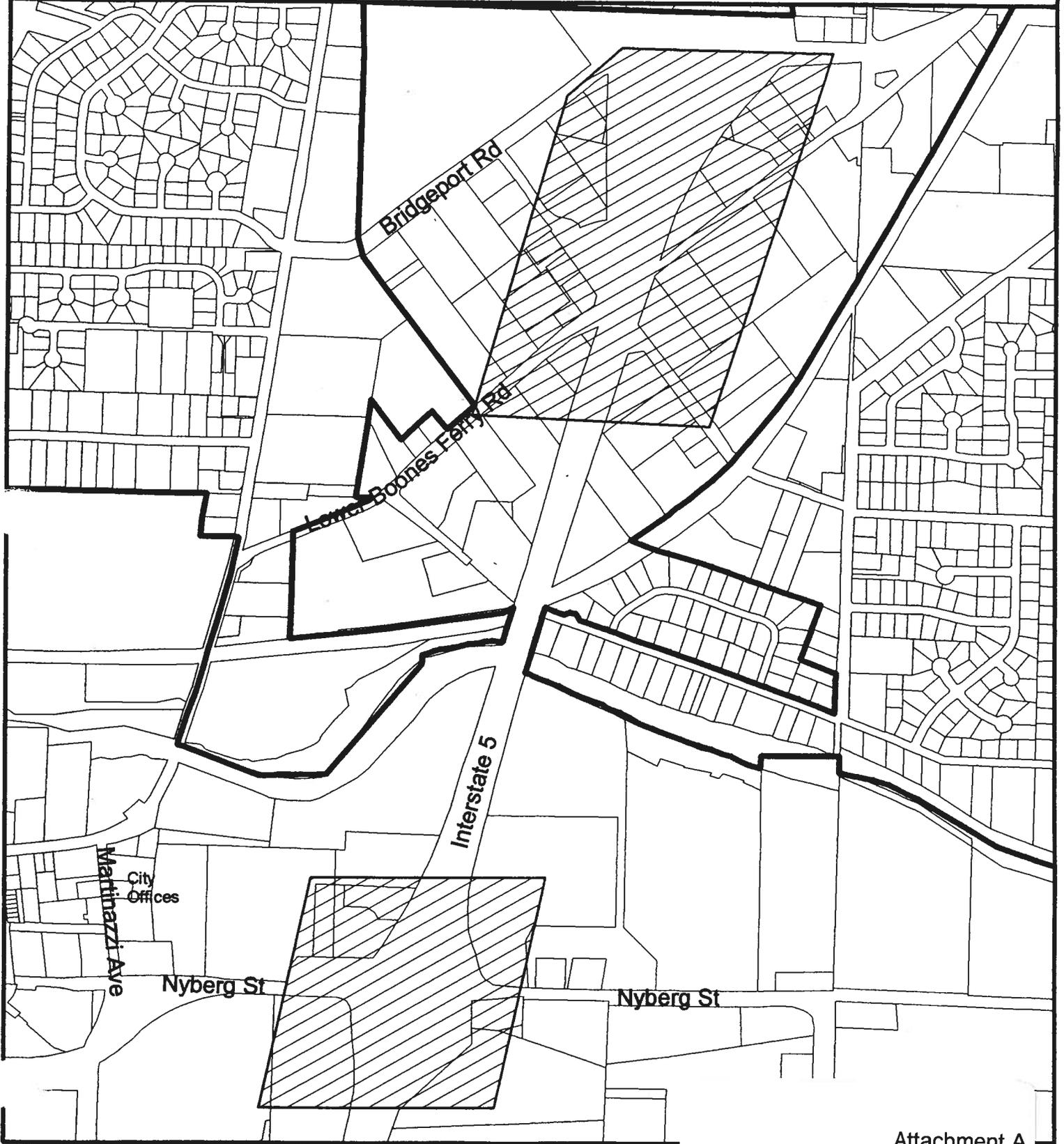


Graphic Information System

Created from various digital database sources
A map has been made to provide an accurate map.
The City assumes no responsibility or liability
for any errors or omissions in the information. This map
is provided "as is" - Engineering and Building Department
Planned #2000

 Freeway-Oriented Activity Area

 Planning Area Boundary

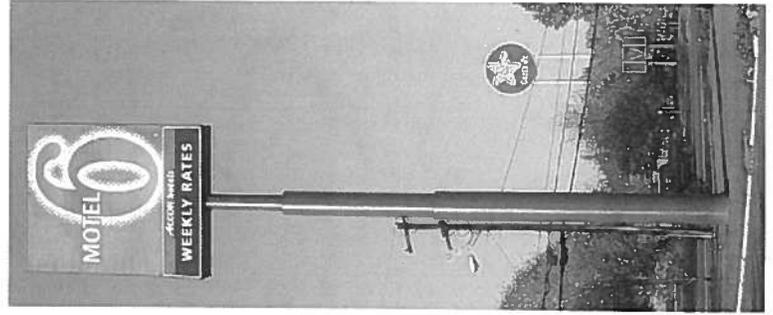
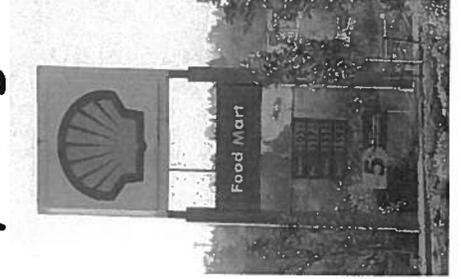
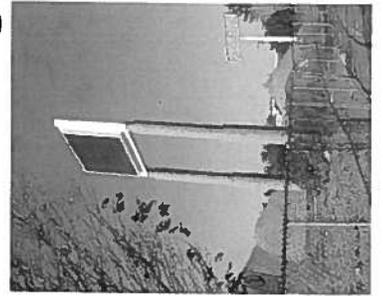




Existing Pole Signs Located in the I-5 Corridor

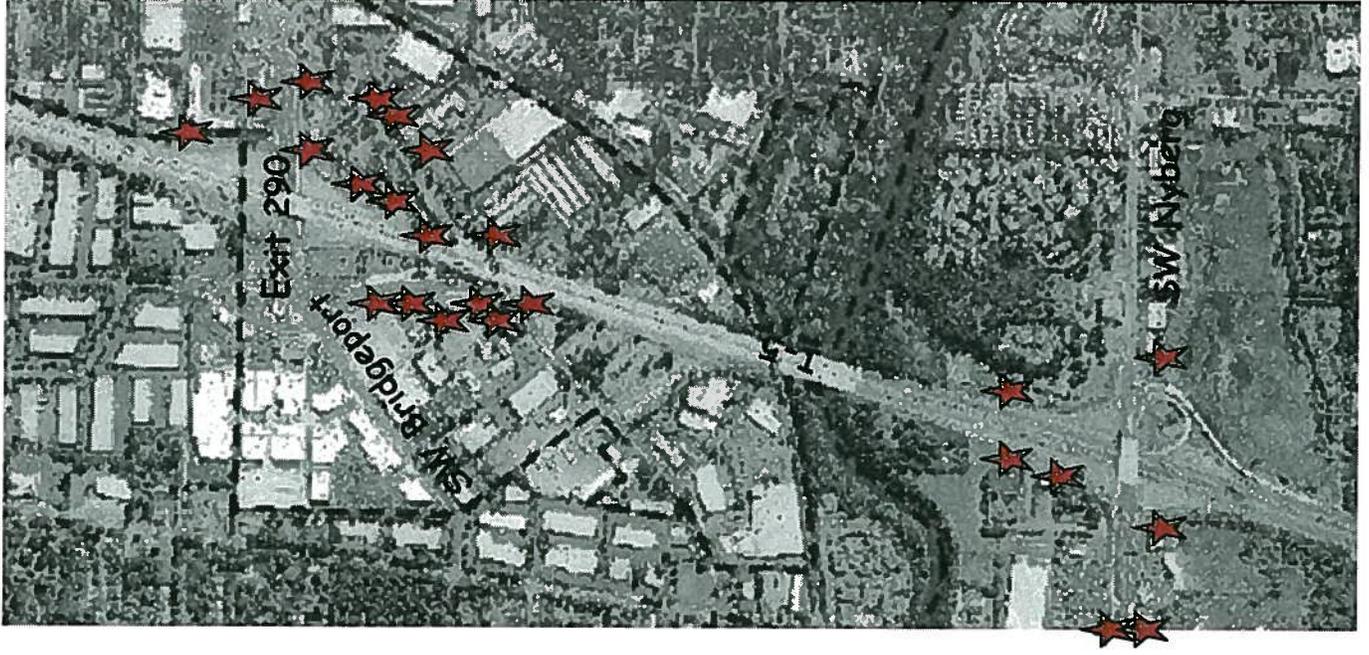
Pole Signs visible from I-5 include:

- FOA Pole Signs: Carl's Jr.; Out of the Blues; Motel 6 (#1 & #2); Red Roof Inn; Taco Bell; 24 Hr. Fitness; China Palace; Pointe at Bridgeport; (4 vacant signs) Shoppes at Bridgeport; China King; Claim Jumper; Nyberg Woods; Shell; Nyberg Crossing



I-5 Pole Signs

Aerial Photo of I-5 corridor showing locations of existing large, tall pole signs.



Attachment C
Aerial Photo of I-5 freeway
corridor and existing large
Freestanding Pole signs

ORDINANCE NO. _____

AN ORDINANCE RELATING TO SIGNS; REMOVING FREEWAY-ORIENTED
ACTIVITY SIGNS AS ALLOWED FREESTANDING SIGNS; AMENDING
NONCONFORMING SIGN PROVISIONS; AND AMENDING TDC 20.030, 31.060,
35.200, 38.110 AND 38.220 (PTA-08-01).

WHEREAS upon the application of Doug Rux, City of Tualatin Community Development Director, a public hearing was held before the City Council of the City of Tualatin on May 27, 2008, related to removing freeway-oriented activity signs as allowed freestanding signs, amending nonconforming sign provisions, and amending TDC 20.030, 31.060, 35.200, 38.110, and 38.220 (PTA-08-01); and

WHEREAS notice of public hearing was given as required under the Tualatin Community Plan by publication on May 8, 2008, in The Times, a newspaper of general circulation within the City, which is evidenced by the Affidavit of Publication marked "Exhibit A," attached and incorporated by this reference; and by posting a copy of the notice in two public and conspicuous places within the City, which is evidenced by the Affidavit of Posting marked "Exhibit B," attached and incorporated by this reference; and

WHEREAS a notice of public hearing was given as required by mailing to affected property owners, which is evidenced by the Affidavit of Mailing marked "Exhibit C," attached and incorporated by this reference; and

WHEREAS the Council conducted a public hearing on May 27, 2008, and heard and considered the testimony and evidence presented by the City staff and those appearing at the public hearing; and

WHEREAS after the conclusion of the public hearing the Council vote resulted in approval of the application by a vote of [], with _____; and

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

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

THE CITY OF TUALATIN ORDAINS AS FOLLOWS:

Section 1. TDC 20.030 is amended to read as follows:

Section 20.030 Objectives.

The following are the City's Sign Objectives.

- (1) Preserve the right of free speech exercised through the use of signs.

- (2) Protect the public health, safety and welfare.
- (3) Protect persons and property in rights-of-way from unsafe and dangerous signs that distract, rather than inform, motorists, bicyclists and pedestrians.
- (4) Protect persons and property from unsafe and dangerous signs due to natural forces, including but not limited to wind, earthquakes, precipitation and floodwaters.
- (5) Protect persons and property from unsafe and dangerous signs due to improper construction, repair and maintenance.
- (6) Protect and enhance the visual appearance of the City as a place to live, work, recreate, visit and drive through.
- (7) Protect and enhance the quality streetscapes, architecture, landscaping and urban character in Tualatin.
- (8) Protect and enhance property values.
- (9) Protect and enhance the City's economy.
- (10) Ensure the number, height and dimensions of signs allowed adequately identifies a business or use and does not result in sign clutter.
- (11) Allow greater sign heights and dimensions for *Freeway-Oriented Activities* **Major Commercial Centers**.
- (12) Allow only temporary signs on a property with no building.
- (13) Allow no new permanent sign, or a change of face on an existing permanent sign, on a property with an unoccupied building.
- (14) Allow permanent signs only on buildings, or parts of buildings, that are occupied.
- (15) Regulate the number, height and dimensions of temporary signs.
- (16) In the manufacturing and institutional planning districts allow permanent freestanding monument signs, but not permanent freestanding pole signs.
- (17) In the residential planning districts sign numbers, heights and dimensions for dwelling units shall be restricted and for conditional uses shall be consistent with the use.
- (18) Allow indirect and internal illumination in residential planning districts for conditional uses.
- (19) Allow greater sign diversity in the Central Urban Renewal District's Central Design District for uses on properties abutting the City owned promenade around the Lake of the Commons.
- (20) The wiring for electrically illuminated freestanding signs shall be underground and for wall signs shall be in the wall or a race.
- (21) Adopt sign regulations for the Mixed Use Commercial Overlay District that are consistent with the type and high quality of developments desired in the District. New sign types to be allowed are wall-mounted plaques and inlaid floor signs.

Section 2. TDC 31.060 is amended to delete the following definitions and to amend an existing definition as follows:

~~*Freeway-Oriented Activity (for signs). Any business or activity which provides gas, restaurant, lodging or camping facilities for travelers on Interstate Highway 5 (I-5). The freeway-oriented activity shall be located either (a) within 620 feet west or east of the centerline of I-5 and within 600 feet north or south from the centerline of S.W. Nyberg Street, or (b) within 620 feet west or east of the centerline of I-5 and within 2,000 feet south from the center line of S.W. Lower Boones Ferry Road (see map*~~

~~entitled, "Freeway Oriented Activity Areas," which is attached and incorporated and which is intended to generally define such area).~~

~~Freeway Oriented Activity Area (for signs). See Freeway Oriented Activity.~~

~~Freeway Oriented Activity Sign. A permanent freestanding sign permitted to be erected when a Freeway Oriented Activity exists within the Freeway Oriented Activity Area.~~

~~Nonconforming Sign. A lawfully erected sign that does not meet the requirements of TDC Chapter 38 including A a sign lawfully erected and existing, and properly maintained and repaired prior to May 13, 1992, but which does not meet the requirements of TDC Chapter 38.~~

Section 3. TDC 35.200 is amended to read as follows:

Section 35.200 Nonconforming Signs.

(1) **A lawfully erected sign including** ~~Existing~~ signs legally erected prior to May 13, 1992, either in the City or in those portions of Washington or Clackamas Counties which were annexed to the City after erection of the sign and do not comply with the provisions of the Tualatin Development Code, are nonconforming signs. They shall be allowed to remain provided they comply with the provisions of this Section.

(2) To retain nonconforming sign status, nonconforming signs shall not be structurally altered. **Nonconforming signs in a former Freeway Oriented Activity Area may be structurally altered when the sign height, sign face height and sign face area are reduced by a minimum of 25 percent of the nonconforming dimension or area.** The sign face or the copy on the sign face, or both, may be changed after first obtaining a sign permit. Sign maintenance and repair are required and may occur without first obtaining a sign permit.

(3) Nonconforming signs shall comply with the provisions of the Tualatin Development Code when one or more of the following occurs:

(a) A nonconforming sign is relocated from one location to another on the same tax lot or to a different tax lot.

(b) The use on the tax lot where a Freeway Oriented Activity Sign is located is changed.

~~(c)~~-(b) A nonconforming sign's structure, including but not limited to the support elements or framework, is changed, except in the ML and MG Districts where a nonconforming pole sign's total sign height and sign face area shall be reduced to no higher than 15 feet and no greater than 40 square feet, respectively.

~~(d)~~-(e) A nonconforming sign is damaged by an act of God, including but not limited to wind, earthquake, floodwater, to the extent that the sign contractor's estimated cost of the repair exceeds by more than 75 percent the original cost of the sign or the cost of the most recent renovation to the sign, whichever is greater. The original cost or cost of the most recent renovation shall be determined by sign value information submitted at the time a sign permit was issued. If such information was not submitted, the property owner or other person having such information shall submit documentation showing the cost.

~~(e)~~(d) A sign permit is issued for a new conforming sign on the same property or on abutting property under the same ownership containing a nonconforming

sign of the same type as the one for which the sign permit is issued. A "sign of the same type" means a freestanding pole or monument sign for a freestanding pole or monument sign or a wall sign for a wall sign. Before a new conforming sign is constructed all nonconforming signs of the same type, on the same property or on abutting property under the same ownership shall be brought into conformance. The **Community Development Planning** Director shall issue a sign permit for a new conforming sign provided the following condition of approval, or condition with words to the same effect, is stated on the permit,

"A nonconforming sign of the same type for which this sign permit is issued and located on the same property or on abutting property under the same ownership shall be brought into conformance prior to erecting the new conforming sign approved by this sign permit."

The condition shall be met by removing the nonconforming sign before construction begins, including but not limited to grading, on the new conforming sign.

(4) Signs for which variances were granted prior to May 13, 1992 may remain provided the provisions of the variance approval are met.

Section 4. TDC 38.110 is amended to read as follows:

Section 38.110 Sign Types.

(1) Freestanding Monument Sign Provisions.

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

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

(2) Freestanding Pole Sign Provisions.

(a) Freestanding Pole Sign Supports.

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

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

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

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

(v) ~~Except for Freeway-Oriented Activity Area freestanding pole signs,~~ The poles, posts, columns or similar supports for freestanding pole signs may be illuminated by direct illumination provided the illumination of each support is horizontal around the support and extends no more than two feet below the bottom or above the top of the sign face and in no case is less than eight feet above grade.

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

(b) Freestanding Pole Signs.

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

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

(3) Wall Sign Provisions.

(a) Sign Bands.

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

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

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

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

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

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

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

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

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

(4) Shingle Sign and Blade Sign Provisions. Shingle signs and blade signs may be erected in the Mixed Use Commercial Overlay District subject to TCD 38.225 and in the Central Design District subject to the following limitations after first obtaining a sign permit.

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

(b) Shingle signs attached to the underside of an awning, canopy, marquee or building overhang shall not extend out beyond the outer edge of the element to which they are attached. Blade signs attached to a wall shall be perpendicular to that wall and shall extend no greater than four feet.

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

- (d) Height of Sign Face: 1.5 feet in the Central Design District.
 - (e) Width of Sign Face: Three feet in the Central Design District.
 - (f) Sign Face Area: 4.5 square feet in the Central Design District.
 - (g) Height of Sign: The distance from the sidewalk or grade up to the bottom of the sign shall be at least eight feet.
 - (h) Illumination: Indirect in the Central Design District.
 - (i) Guy wires cables and similar stabilization methods are not permitted.
- (5) Banner Signs. A temporary banner sign may be erected subject to the following limitations and after first obtaining a sign permit.
- (a) They shall be allowed for conditional uses in the RL Planning District and permitted and conditional uses in all other planning districts.
 - (b) One per tax lot may be displayed, or in institutional, commercial and industrial planning districts one per lease space may be displayed by a tenant.
 - (c) Except as set forth in (g) below, a banner shall be erected on a building wall and secured to prevent it from flapping in the wind.
 - (d) Except as set forth in (g) below, a banner shall not be erected sooner than 30 calendar days prior to a new business opening.
 - (e) Except as set forth in (g) below, a banner shall be displayed at least seven days and may be displayed up to 60 days, but the total number of days for all banners displayed on a property shall not exceed 60 days in a calendar year.
 - (f) Except as set forth in (g) below, the banner shall be no greater than three feet in height from top to bottom and 42 square feet in area.
 - (g) Public schools are permitted banner signs subject to the following standards. A banner may be erected on a wall, freestanding sign, or monument sign, provided it is secured to prevent it from flapping in the wind. A banner shall not be erected sooner than 60 calendar days prior to the event it advertises. The total display time for all banner signs shall not be longer than 90 calendar days in a school year. A banner shall be no greater than four feet in height from top to bottom and 80 square feet in area.
- (6) Banner Signs, Special Event. Special event banner signs may be erected after first obtaining City Council approval. The City Council shall review and determine the size, number, location and other issues related to special event banner signs. The standards applicable to temporary banners do not apply to special event banners. Special event banners shall not cross rights-of-way.
- (7) Construction and Public Utility Facility Construction Signs. A temporary sign in association with construction on private property or of public utility facilities may be erected subject to the following limitations and after first obtaining a sign permit.
- (a) No more than one construction sign and one public utility facility construction sign, a total of two, may be displayed at a time on a property.
 - (b) They may be erected no earlier than the day after a building permit and public works construction permit have been applied for and the appropriate fee paid.
 - (c) They may be displayed only during the period of the construction project and shall be removed no later than 15 days after the issuance of a final occupancy permit for a construction sign, or acceptance by the City of Tualatin or other public agency of the public facility for a public utility facility construction sign.
 - (d) The sign height shall be no higher than nine feet and the sign face area no greater than 32 square feet.

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

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

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

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

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

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

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

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

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

(i) Illumination: Indirect or internal.

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

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

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

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

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

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

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

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

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

(i) Illumination: Indirect or internal.

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

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

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

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

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

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

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

(e) Number: One for each vehicular driveway access from a public right-of-way approved through the Architectural Review process. When the vehicular driveway access from a public right-of-way is a joint access serving two or more tax lots which are under different ownerships, two signs are permitted (one on each side of the driveway) for each joint driveway access approved through the Architectural Review process.

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

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

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

(i) Illumination: Indirect or internal only.

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

(a) They shall be erected only on the inside of a window.

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

(c) Number: No more than one per dwelling unit.

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

(e) Height of Sign: No higher than one foot.

(f) Sign Face Area: No more than one square foot.

(g) Illumination: Not permitted.

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

(a) For single family, duplex and multi-family uses.

(i) They shall be temporary pole or A-frame signs.

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

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

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

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

(vi) Illumination: Not permitted.

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

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

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

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

(ii) Location on Site: On private property.

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

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

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

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

(vii) Illumination: Not permitted.

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

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

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

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

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

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

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

(vi) Illumination: Not permitted.

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

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

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

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

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

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

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

(vi) Illumination: Not permitted.

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

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

(a) They shall be permanent wall signs.

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

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

(d) Number: One per overhead door.

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

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

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

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

(i) Illumination: Indirect.

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

(a) They shall be window or wall signs.

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

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

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

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

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

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

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

(i) Illumination: Not permitted.

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

(a) They shall be permanent monument signs.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) Illumination: Direct or indirect.

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

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

(i) Type: Monument Sign.

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

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

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

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

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

(vii) Illumination: Indirect or internal only.

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

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

(i) Type: Pole Sign.

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

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

(iv) Height Above Grade: No higher than 15 feet, ~~except a permitted Freeway Oriented Activity Sign may be up to 45 feet.~~

(v) Height of Sign Face: No higher than eight feet, ~~except a permitted Freeway Oriented Activity Sign may be up to 16 feet.~~

(vi) Area: No more than 48 square feet, ~~except a permitted Freeway Oriented Activity Sign may be up to 250 square feet.~~ Gas product price signs shall be included in the ~~48 or 250~~ square foot maximums.

(vii) Illumination: Indirect or internal only.

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

(i) Type: Wall sign.

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

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

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

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

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

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

(viii) Illumination: Indirect or internal.

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

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

Section 5. TDC 38.220 is amended to read as follows:

Section 38.220 Signs Permitted in the Central Commercial (CC) and General Commercial (CG) Planning Districts.

(1) Section 38.220 does not apply to the Mixed Use Commercial Overlay District, see Section 38.225. No sign shall be permitted in the CC or CG Planning Districts for permitted and conditional uses except the following:

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

(i) Number: One for a single frontage lot. Two for a corner lot with two or more frontages, provided the signs are not less than 300 feet apart from each other. Two for a through lot with two or more frontages, provided no more than one sign is on each frontage.

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

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

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

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

(vi) Illumination: Direct, indirect or internal.

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

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

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

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

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

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

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

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

(vii) Illumination: Indirect or internal.

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

(i) Number: One for a single frontage lot. Two for a corner lot with two or more frontages, provided the signs are not less than 300 feet apart from each other. Two for a through lot with two or more frontages, provided no more than one sign is on each frontage. ~~A Freeway-Oriented Activity Sign may be substituted for one of these signs for a Freeway-Oriented Activity.~~ Notwithstanding the preceding sentences in TDC 38.220(1)(c)(i), a Major Commercial Center is limited to one freestanding pole sign.

(ii) Number of Sides: There is no restriction, except ~~Freeway-Oriented Activity and~~ Major Commercial Center Signs are limited to two sides.

(iii) Height Above Grade: No higher than 15 feet, except ~~the Freeway-Oriented Activity Sign may be up to 45 feet and~~ the Major Commercial Center Sign may be up to 20 feet.

(iv) Height of Sign Face: No higher than eight feet, except ~~the Freeway-Oriented Activity sign may be up to 16 feet and~~ the Major Commercial Center Sign may be up to 10 feet.

(v) Area: No more than 48 square feet, except ~~the Freeway-Oriented Activity Sign may be up to 250 square feet and~~ the Major Commercial Center sign may be up to 100 square feet.

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

(vii) Illumination: Direct, indirect or internal, except ~~the Freeway-Oriented Activity sign and~~ the Major Commercial Center sign shall not be direct.

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

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

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

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

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

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

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

(vi) Illumination: Direct, indirect or internal.

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

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

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

INTRODUCED AND ADOPTED this 27th day of May, 2008.

CITY OF TUALATIN, Oregon

BY _____
Mayor

ATTEST:

BY _____
City Recorder

ATTACHMENT E

PTA-08-01: BACKGROUND INFORMATION

Pertinent background information obtained from the submitted application for PTA-08-01 and other supporting documents is summarized in this section.

The applicant is Doug Rux, Community Development Director. The proposed amendment is in response to a Council request to staff to initiate a draft amendment to the Tualatin Development Code (TDC) that would remove the existing Freeway Oriented Activity (FOA) Area and Sign provisions in TDC Chapter 38-Sign Regulations and in related sections in Chapter 20-Sign Design and Chapter 31.060-Definitions. The Council was concerned about the size and appearance of existing signs adjoining the sections of I-5 in Tualatin, especially large and tall pole signs located on commercial properties that were originally developed for service, food and lodging uses oriented to vehicles and travelers on the freeway. The Council also requested revisions to the Nonconforming Sign provisions of TDC 35.200 to redefine what a nonconforming sign is and provide options for allowing modifications to the structure of nonconforming signs when the dimensions of the sign (height, sign face area, sign type, etc.) are brought more into compliance with existing sign standards.

The Freeway Oriented Activity (FOA) Area and FOA Sign program originated in the 1968 Tualatin Sign Code following construction of the I-5 freeway in the 1950's and annexation of SW Lower Boones Ferry Road/Bridgeport Road/McEwan Road area at the I-5 Exit 290 interchange in 1966 and 1968. The 1979 and 1983 Sign Ordinance, the 1993 Sign Code Ordinance Amendment (that changed the sign review process from Architectural Review of signs to an objective standards Sign Permit process) and the 1996 incorporation of the Sign Regulations into TDC Chapter 38 carried forward the FOA sign program to the present day.

The FOA Area was defined (Figure 38-1, Attachment A) as properties associated with the SW Nyberg and SW Lower Boones Ferry Road I-5 interchanges (Exits 289 and 290) and larger, taller FOA signs were allowed for existing (and new) lodging, dining and service station uses that were oriented to travelers on the freeway. As originally established in the 1968 Sign Ordinance and under the existing CC and CG Planning District freestanding sign standards, a FOA pole sign can be 45 ft. tall and have a sign face area of 250 sq. ft. [TDC 38.220(1)(c)]. Currently, there are approximately 30 FOA pole signs and oversized pole signs in the FOA Area and visible from the two interchanges. A graphic depicting existing FOA freestanding pole signs is shown on Attachment B. An aerial map showing the approximate locations of existing FOA and large poles signs is included as Attachment C.

ATTACHMENT F

PTA-08-01: ANALYSIS AND FINDINGS

The approval criteria of the Tualatin Development Code (TDC) 1.032 must be met if the proposed PTA is to be granted. The Plan Amendment criteria are addressed below.

A. Granting the amendment is in the public interest.

The proposed amendment to the Tualatin Development Code (TDC) Chapter 38 Sign Regulations and related sections of Chapters 20 Sign Design and TDC 31.060 Definitions removes provisions for Freeway Oriented Activity (FOA) Area and FOA Signs from Tualatin's sign code. The proposed amendment also revises TDC 35.200 Non Conforming Signs to allow nonconforming signs to be relocated on the same property or be reduced in size while retaining a nonconforming sign status. The public interest is to improve the visual appearance of the community by revising the standards for the height and size of freestanding pole signs visible to the I-5 freeway. The public interest is to allow signage that adequately identifies commercial uses and does not result in sign clutter. The public interest is to encourage replacement or scaling down the size of nonconforming signs toward conformance with sign regulations.

The Council is concerned about the size and appearance of existing signs adjoining the sections of I-5 in Tualatin, especially large and tall FOA pole signs located on commercial properties that were originally developed for lodging, food and automotive service station uses oriented to vehicles and travelers on the freeway. The FOA Area and FOA Sign program originated in the 1968 Tualatin Sign Code following construction of the I-5 freeway in the 1950's and annexation of SW Lower Boones Ferry Road/Bridgeport Road/McEwan Road area at the I-5 Exit 290 interchange in 1966 and 1968. The FOA Area was defined (Figure 38-1, Attachment A) as properties associated with the SW Nyberg and SW Lower Boones Ferry Road I-5 interchanges (Exits 289 and 290) and larger, taller FOA signs were allowed for existing (and new) lodging, dining and service station uses that were oriented to travelers on the freeway.

As originally established in the 1968 Sign Ordinance and under the existing CC and CG Planning District freestanding sign standards, a FOA pole sign can be 45 ft. tall and have a sign face area of 250 sq. ft. [TDC 38.220(1)(c)]. These are the tallest and largest signs allowed under Tualatin's sign code. Currently, there are approximately 30 FOA pole signs and oversized pole signs in the FOA Area and visible from the two interchanges. In respect to the recent redevelopment of commercial property in the I-5 interchanges such as Bridgeport Village and Nyberg Woods, the existing FOA pole signs are unattractively prominent and designed, appear unrelated to the existing developments and other commercial signage in the vicinity and are unnecessarily large and tall. Removing the 45 ft. tall, 250 sq. ft. size FOA Signs from the Sign Code and relying on other freestanding signs such as monument and smaller commercial pole signs will reduce the height and size of signs in commercial areas in the I-5 corridor. The proposed revisions to the Nonconforming Sign standards will allow a property owner to relocate or modify a nonconforming sign when the sign's dimensions are

reduced and thereby encouraging smaller and conforming existing signs. This improves the visual appearance of the community and satisfies the public interest.

Since the 1960's and 70's when the I-5 freeway was constructed and development occurred at the Exit 289 and 290 interchanges, the section of I-5 thru Tualatin has experienced growth to over 150,000 vehicles per day with considerably more regional commuter and commercial traffic than traffic associated with interstate travelers. Today, the stores and services located near the freeway have primarily local or regional markets and identify to traffic on nearby surface streets in contrast to needing to identify the businesses to the interstate traveler on the freeway. In a number of cases, the uses on the properties associated with the existing large and tall FOA signs such as a motel or service station have changed to a multi-tenant retail center and no longer have an orientation to the interstate traveler. Aside from the FOA sign standards, the Tualatin sign regulations currently allow 10-20 ft. tall freestanding signs (monument style and pole) in the CC and CG Planning Districts with a sign face area of 40-100 square feet. In the Mixed Use Commercial Overlay District (MUCOD) (Bridgeport Village/The Pointe/The proposed Alexan mixed-use project), a 6 ft. high, 200 sq. ft. monument style project sign is allowed. With removal of the FOA sign provisions, the remaining freestanding sign standards will continue to allow signage that will provide adequate visibility and identification for developments in the CC and CG Planning Districts. Removing the allowance for tall and large FOA signs and encouraging smaller more conforming signs will result in a reduction in sign clutter, meeting the public interest.

The existing Nonconforming Sign definition (TDC 31.060) confines nonconforming signs to signs lawfully erected before May of 1992 (prior to the initiation of the Sign Code Ordinance revisions and final adoption in June, 1993) and leaves out signs that were permitted after that date and do not meet current sign standards. The nonconforming sign provisions in TDC 35.200 allow nonconforming signs to remain, but restrict any relocation or structural alteration unless the sign is brought into full compliance with current standards. There are no provisions allowing a nonconforming sign to be modified in a manner that improves the sign's compliance with current standards without losing its nonconforming status. This discourages removing or redesigning existing nonconforming signs to smaller and perhaps more attractive signs.

The proposed revisions to the Nonconforming Sign provisions of TDC 35.200 redefine what a nonconforming sign is and provide options for allowing modifications to the structure of nonconforming signs when the dimensions of the sign (height, sign face area, sign type, etc.) are brought more into compliance with existing sign standards. This will allow a property owner to modify a nonconforming sign when the sign's dimensions are reduced and thereby encouraging smaller and conforming existing signs and meeting the public interest.

Granting the amendment is in the public interest. Criterion "A" is met.

B. The public interest is best protected by granting the amendment at this time.

The proposed FOA sign and Non Conforming Sign amendments respond to the City Council's current interest in reducing the size and improving the appearance of large commercial signage visible to the I-5 freeway and direction to staff to propose revisions to the City's Sign regulations. The Council has determined that this is in the current public interest and existing development conditions are conducive to achieving their objective.

If adopted at this time, the proposed amendment would avoid the construction of tall and large freestanding pole signs under the FOA provisions and begin to encourage replacement or revisions of existing nonconforming signs more in compliance with the revised Sign Code.

The public interest is best protected by granting the amendment at this time.

Criterion "B" is met.

C. The proposed amendment is in conformity with the applicable objectives of the Tualatin Community Plan.

The applicable objectives of the Tualatin Community Plan are presented below.

TDC 6.040(5) General Commercial Planning District: "Commercial development along the freeway provides perhaps the only lasting impression of Tualatin for many travelers. Therefore, careful attention shall be given to site and structure design for development in this district, including signs, choice of materials, and landscaping, particularly in and around parking areas."

The proposed amendment will enhance the appearance of commercial development along the freeway by limiting the tall and large FOA signs and encouraging smaller signs. The proposed amendment conforms to TDC 6.040(5).

TDC 20.030 Objectives (6) "Protect and enhance the visual appearance of the City as a place to live, work, recreate, visit and drive through." (7) "Protect and enhance the quality streetscapes, architecture, landscaping and urban character in Tualatin."

The proposed amendment will enhance the appearance of commercial development along the freeway by limiting the tall and large FOA signs and encouraging smaller signs. The proposed amendment conforms to TDC 20.030(6-7).

TDC 20.030 Objectives "(10) Ensure the number, height and dimensions of signs allowed adequately identifies a business or use and does not result in sign clutter."

The proposed amendment will allow 10-20 ft. tall freestanding signs (monument style and pole) in the CC and CG Planning Districts with a sign face area of 40–100 square feet. In MUCOD development, a 6 ft. high, 200 sq. ft. monument style project sign is allowed. With removal of the FOA sign provisions, the remaining freestanding sign standards will continue to allow signage that will provide adequate visibility and identification for developments in the CC and CG Planning Districts. The proposed amendment conforms to TDC 20.030(10).

The proposed amendments conform to the applicable objectives of the Tualatin Community Plan.

Criterion "C" is met.

D. The factors listed in Section 1.032(4) were consciously considered:

The various characteristics of areas in the City.

The characteristics of the area of the City affected by this amendment are the commercial developments in CC and CG Planning Districts near the I-5 freeway and in a FOA area (Shown on Attachment C) The character of the FOA areas are commercial service and retail uses with some existing or new lodging. The proposed amendments to CC and CG Planning District sign regulations are intended reduce the size of freestanding signage in the area to make it more attractive while retaining adequate signage for commercial developments.

The suitability of the area for particular land uses and improvements.

As indicated above, the proposed amendment is intended to improve the appearance of commercial development in the I-5 corridor while retaining its viability for commercial uses.

Trends in land improvement and development.

As described in the public interest section, the trend in land improvements and development in the I-5 freeway area have changed from an orientation to freeway travelers to businesses and destination development with a local or regional orientation. The proposed revisions to the FOA sign standards and nonconforming sign provisions recognizes this trend by retaining the standards that support the commercial uses while improving the standards for appropriate signage.

Property values.

The proposed amendments will allow existing nonconforming signs to remain with more lenient standards for structural modifications. New FOA freestanding signs will no longer be allowed, but other appropriately sized freestanding signage will be allowed on properties in the former FOA area. Given the existing development in the vicinity of I-5 and the trends in redevelopment at the I-5 interchanges, the signage allowed will be adequate and property values should not be significantly affected.

The needs of economic enterprises and the future development of the area.

As described in the public interest section, the trend in land improvements and development in the I-5 freeway area have changed from an orientation to freeway travelers to businesses and destination development with a local or regional orientation. The proposed revisions to the FOA sign standards and nonconforming sign provisions recognizes this trend by retaining the standards that support the needs commercial uses while improving the standards for appropriate signage

Needed right-of-way and access for and to particular sites in the area.

The proposed sign amendments do not affect right of way and access.

Natural resources of the City and the protection and conservation of said resources.

Not applicable because the proposed sign regulation amendments do not impact or alter natural resources associated with a development.

Prospective requirements for the development of natural resources in the City.

Not applicable because proposed sign regulation amendments do not impact or alter natural resources associated with a development.

The public need for healthful, safe, aesthetic surroundings and conditions.

The purpose of the proposed amendment is to reduce the height and size of freestanding pole signs associated with the FOA area and to encourage bringing nonconforming signs into or closer to compliance with sign size standards. The reduction in size of tall and large pole signs and the encouraging provisions for bringing nonconforming signs into compliance contributes to improved aesthetic surroundings in the City.

Proof of a change in a neighborhood or area.

As described in the public interest section, the trend in land improvements and development in the I-5 freeway area have changed from an orientation to freeway travelers to businesses and destination development with a local or regional orientation. The proposed revisions to the FOA sign standards and nonconforming sign provisions recognizes this trend by retaining the standards that support the needs commercial uses while improving the standards for appropriate signage

A mistake in the plan map or text.

None is alleged.

The factors listed in Section 1.032(4) were consciously considered.

Criterion "D" is met.

E. The criteria in the Tigard-Tualatin School District Facility Plan were considered.

The criteria in the Facility Plan were considered and found to not be applicable to this amendment regarding signs because it does not apply to existing school sites and does not represent a constraint or conflict with land available for future school sites.

F. Oregon Statewide Planning Goals

Of the 14 Statewide Goals, each of the goals were considered and found to not be applicable to this amendment regarding signs.

G. Metro's Urban Growth Management Functional Plan (UGMFP).

The UGMFP and TDC Map 9-4 Design Type Boundaries, identify the I-5 corridor as "EA Employment Area" and "TC Town Center" (West side of Exit 289). The proposed amendment revising the sign standards for commercial developments in the I-5 freeway area does not affect the EA and TC classifications.

H. (Criterion 8) Granting the amendment is consistent with Level of Service F for the p.m. peak hour and E for the one-half hour before and after the p.m. peak hour for the Town Center 2040 Design Type (TDC Map 9-4), and E/E for the rest of the 2040 Design Types in the City's Planning Area.

Criterion 8 was considered and found to not be applicable to this amendment regarding signs because it does not have any impact on Level of Service on transportation facilities.



STAFF REPORT CITY OF TUALATIN

Approved By Tualatin City Council
Date May 27, 2008
Recording Secretary J. Kirby

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager *SL*

FROM: Doug Rux, Community Development Director *DR*
Colin Cortes, Assistant Planner *C.C.*

DATE: May 27, 2008

SUBJECT: AN ORDINANCE APPLYING THE INSTITUTIONAL (IN) PLANNING DISTRICT TO 8930 SW NORWOOD ROAD, AND AMENDING THE COMMUNITY PLAN MAP 9-1 (PMA-08-02).

ISSUE BEFORE THE COUNCIL:

Whether the City Council should apply the Institutional Planning District to City-owned property of 1.4 acres that is developed with B Level water reservoirs at 8930 SW Norwood Road.

RECOMMENDATION:

The Tualatin Planning Advisory Committee (TPAC) voted 5-0 on May 7, 2008, recommending that the City Council approve PMA-08-02.

Staff recommends that the Council consider the staff report and supporting attachments and direct staff to prepare an ordinance granting approval of PMA-08-02 based on the draft ordinance in Attachment G.

EXECUTIVE SUMMARY:

- This matter is a quasi-judicial action.
- This matter is a Plan Map Amendment to the Tualatin Development Code (TDC)
- The applicant is the Community Development Department.
- The subject property is an approximately 1.4-acre tax lot (2S 1 35D 107) located at 8930 SW Norwood Road (Attachments A and B).
- The subject property is the site of an existing municipal reservoir
- The Engineering and Building Department intends the site to remain a reservoir and to upgrade the ancillary pump station.
- The tax lot is in unincorporated Washington County, and is pending expedited annexation via ANN-08-01 with a Council ordinance adoption date of June 9, 2008.

- The tax lot is designated Washington County zoning FD-20, which has a maximum developable density of 0.05 dwelling units (DUs) per acre or 1.00 DU per 20 acres; Tualatin Institutional (IN) Planning District allows no DUs.
- The City Council created the Institutional (IN) Planning District via Ordinance No. 1216-06 on July 24, 2006 and first applied it to the site of Horizon Community Church, due west of the subject property.
- Designation of Institutional (IN) Planning District is necessary because upon annexation the subject property would otherwise retain the Washington County zoning. PMA-08-02 and a future conditional use permit (CUP) are necessary to comply with the Tualatin Community Plan (TCP), the City's comprehensive plan that is part of the Tualatin Development Code (TDC).
- TDC Section 49.030(3) allows a water reservoir as a conditional use in an Institutional (IN) Planning District, necessitating the need for a future CUP application upon approval of the PMA. (The pump station is a permitted use.)
- The reservoir site has also a telecommunications tower, also requiring a future CUP. (One future CUP can address both the reservoir and the tower.)
- As required in the revised Urban Planning Area Agreement (UPAA) with Washington County adopted by the Tualatin City Council on October 9, 2006 via Ordinance 675-06 and Resolution 4592-06, the City notified the County of annexation ANN-08-01. Per Section III(G), the County does not oppose this annexation. The intent of the agreement is to ensure planning for potentially urban development to avoid difficulties such as a lack of adequate and efficient services for such development. The subject property is not currently part of the UPAA as discussed below.
- The subject property is within the 650 acres adjacent to Tualatin that Metro voted to bring within the regional Urban Growth Boundary (UGB) in June 2004 for industrial development with the acreage north of the I-5 to 99W connector for residential and lies beyond the geographic scope of the UPAA. City and Washington County planning staff in January established an understanding that in the interest of efficiency and time and because the pending South Tualatin Concept Plan will trigger several UPAA updates, it is mutually convenient that the City and County update the UPAA to cover the property no earlier than next year.
- The subject property is in the study area of the I-5 to 99W connector.
- The reservoir provides B Level service and serves as a critical potable water source for Tualatin and potentially for future development in the South Tualatin planning area, the planning for which will be conducted by the City in conjunction with the City of Wilsonville.
- The proposed PMA map is provided as Attachment C.
- The PMA approval criteria are addressed in the Analysis & Findings section of this report (Attachment F).
- The applicable local policies and regulations that apply to PMA-08-02 include TDC Sections: 1.032 – Amendments Burden of Proof; 8.030 Utility Facility; 8.100 Institutional Planning District Objectives; 49.010 Institutional Planning District (IN) Purpose; 49.030 Conditional Uses. Attached to this report is the Analysis and Findings section that reviews compliance with the applicable policies and regulations (Attachment F).

- Before granting the proposed PMA, the City Council must find that the application meets the plan amendment criteria listed in TDC 1.032. The Analysis and Findings section of this report (Attachment F) examines the application.

OUTCOMES OF DECISION:

Approval of the PMA request would result in the following:

1. A change of the planning district designation from Washington County FD-20 to Institutional (IN) and replacement of Washington County by the City as the land use review agency.
2. Allowance for the review of a Conditional Use Permit (CUP) through which the existing municipal water reservoir can become an approved use.
3. Negligible changes to maximum developable density, vehicle traffic, and roadway level of service (LOS).
4. Continues expansion of Tualatin south of SW Norwood Road similar to that which occurred with Horizon Community Church.

Denial of the PMA request would result in the following:

1. The annexed subject property retaining the Washington County zoning of FD-20 until a Tualatin Planning District designation is applied.

ALTERNATIVES TO RECOMMENDATION:

The alternatives to the TPAC and staff recommendations are:

1. Approve the proposed PMA with alterations.
2. Deny the request for the proposed PMA.
3. Continue the discussion of the proposed PMA and return to the matter at a later date.

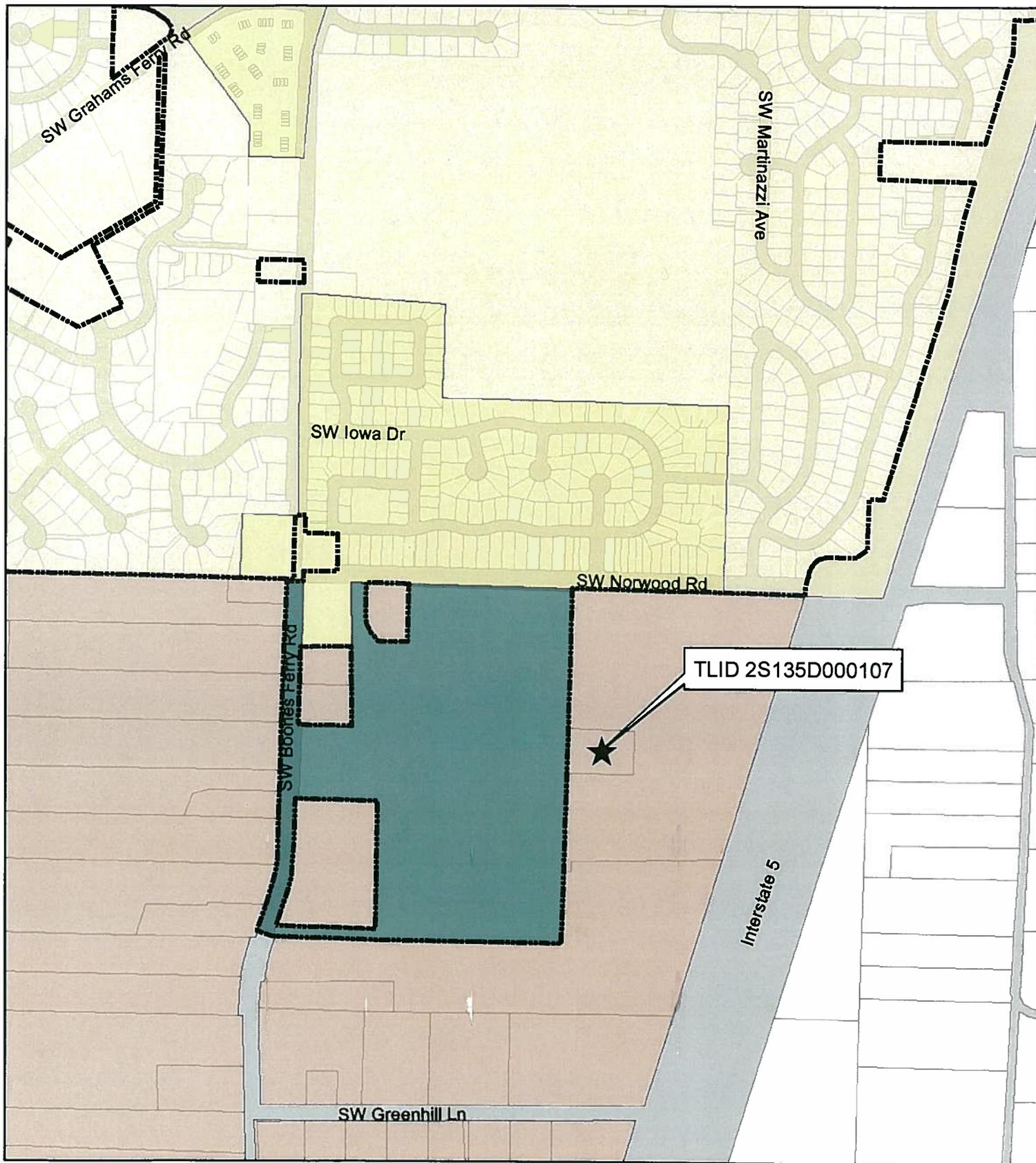
FINANCIAL IMPLICATIONS:

The applicant is the Community Development Department. Funds have been allocated in the FY 2007/08 Planning Division budget to prepare City initiated amendments.

PUBLIC INVOLVEMENT:

The Applicant conducted a neighbor/developer meeting on May 13, 2008, at 6:00 p.m. in the Van Raden Center to explain the proposed PMA. No property owners within 300 feet of the subject property attended. No members of public commented on PMA-08-02 during the TPAC public comment portion of their agenda.

- Attachments:**
- A. Vicinity map
 - B. Tax map
 - C. Proposed Map Amendment
 - D. Background Information
 - E. Analysis and Findings
 - F. Traffic Analysis
 - G. Draft ordinance



Tualatin Planning Districts

- RL
- RML
- IN

Washington County Zoning

- FD-20



RF 1:7,000

This map is derived from various sources. While an attempt has been made to ensure the City of Tualatin, OR is accurate, the City of Tualatin, OR assumes no responsibility for any errors or omissions provided "as is". -Engineering Plotted 04/24/2008

SE 1/4 SECTION 35 T2S RIW W.M.

WASHINGTON COUNTY OREGON

SCALE 1" = 200'

SEE MAP
2S 1 35AD

S.W.
VERMILLION
DRIVE

S.W. 89TH
AVENUE

(CR. 1183)

ROAD

748.99

300.0

100
25.18 AC

576.5

80 RODS 752.5

107
1.38 Ac
107-CI (CS 13646)

200

200

40 RODS

SOUTH

NORTH

NE COR.
SW 1/4 SE 1/4

1 ROD

80 RODS

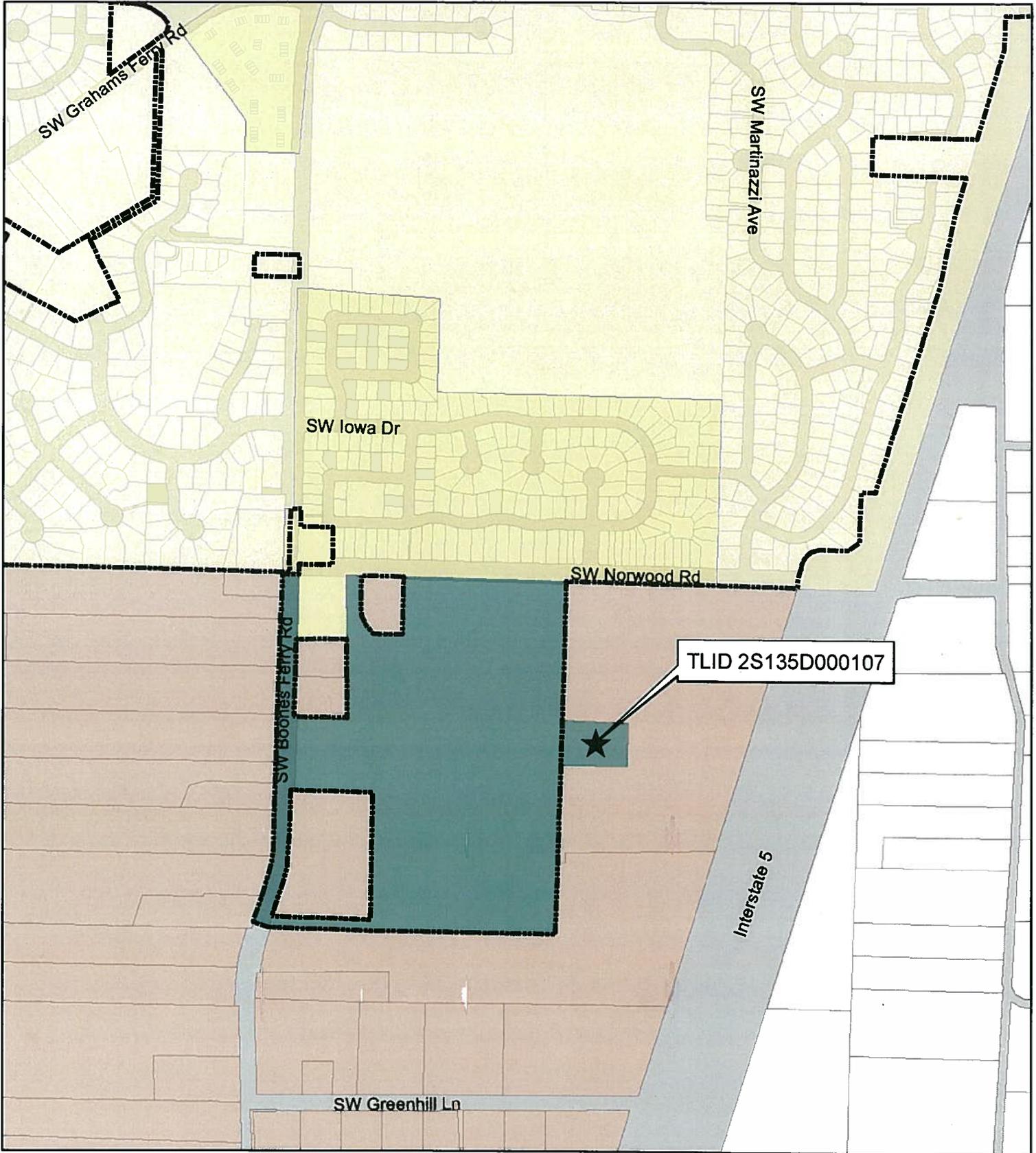
452.22

200'

5150'

100

PMA 08-02 - Proposed Planning Districts



Tualatin Planning Districts

- RL
- RML
- IN

Washington County Zoning

- FD-20



RF 1:7,000

Attachment C
Proposed Map Amendment

Attachment D

PMA-08-02 Background Information

PMA-08-02 is a plan map amendment of Community Plan Map 9-1 of the Tualatin Community Plan, the City's comprehensive plan, and necessitates quasi-judicial review.

It would designate the subject property as an Institutional (IN) Planning District – allowing zero dwelling units (DUs) per acre – and remove the Washington County FD-20 zoning that allows 0.05 DUs per acre. The City is annexing the property via ANN-08-01, the ordinance for which goes before the City Council on June 9, 2008. The approximately 1.4-acre subject property at 8930 SW Norwood Road is already developed as a municipal water reservoir with a pump station providing B Level service. A telecommunications tower is also on site. The Engineering and Building Department wishes to upgrade the pump station. While a pump station is a permitted use in IN per Tualatin Development Code (TDC) Chapter 49, a water reservoir is conditional, necessitating the future submittal of a conditional use permit (CUP) application.

The property is among the acreage that Metro brought within the regional Urban Growth Boundary (UGB) in June 2004 with the acreage north of the I-5 to 99W connector intended for residential development. This area is the subject of the South Tualatin Concept Plan. The Oregon Department of Transportation (ODOT), Metro, and Washington County are conducting a corridor study to extend a limited access roadway from south of the I-5 and I-205 interchange to Pacific Highway (U.S. 99W), possibly to pass through the South Tualatin area. The agencies have not yet selected a preferred alternative among the alternative corridor alignments through the area, and this has delayed completion of concept planning by Tualatin and the City of Wilsonville. There exists an Urban Planning Area Agreement (UPAA) with Washington County to coordinate timely and well-located development. While not within this planning area, staff of both local governments have established an understanding that the amendment of the UPAA is minor enough to be delayed until at least next year when the South Tualatin Concept Plan will necessitate amendments.

The IN designation serves to both remove the Washington County planning area designation and to prevent the possibility of development until a future time when concept planning is completed, acreage is annexed, and the City is ready to extend urban services for planned development. The City created the IN designation for this express purpose via Ordinance 1216-06 on July 24, 2006 to accommodate the annexed campus of Horizon Community Church, formerly known as Grace Community Church. The property owner wanted the benefits of urban water and sewer service, and the City created IN to accommodate public, semi-public, and miscellaneous land uses while preventing untimely or ill-located development of other land uses.

Attachment E
PMA-08-02: Analysis and Findings

The approval criteria of the Tualatin Development Code (TDC) 1.032 must be met if the proposed Plan Map Amendment (PMA) is to be granted. The PMA criteria are addressed below

A. Granting the amendment is in the public interest.

The amendment is in the public interest because it fulfills the objectives of TDC Sections 8.100 and 49.010. It applies a planning district designation to property being annexed. It also complies with the intent of the Urban Planning Area Agreement (UPAA). While not within the geographic area covered by the agreement, the needed amendment UPAA is minor enough that it can wait until the South Tualatin Concept Plan necessitates several UPAA amendments. Additionally, Washington County and City staff have an understanding that it is mutually convenient for both staffs to delay the amendment because of the above. The proposed Institutional (IN) Planning District designation allows for no residential development and so would not interfere with completed and future plans for the acreage that lies within the UGB but beyond city limits. Practically, it also permits water pump stations. (Water reservoirs and telecommunications towers are conditional uses.) In short, the amendment complies with policies that safeguard the public interest.

Granting the amendment is in the public interest. Criterion A is met.

B. The public interest is best protected by granting the amendment at this time.

Given that the City is annexing the property, it is timely to apply a municipal planning district to the property. Additionally, the designation of the property as IN removes the possibility of residential development.

The public interest is best protected by granting the amendment at this time. Objective B is met.

C. The proposed amendment is in conformity with the applicable objectives of the Tualatin Community Plan.

The applicable objectives of the Tualatin Community Plan are presented below along with the Applicant's responses, which are also included in Attachment 8.

General Purpose.

TDC 2.020 The general purpose of this Plan is to guide the physical development of the City so as to preserve the natural beauty of the area while accommodating economic growth.

The proposed PMA, for the purpose of applying the Institutional (IN) Planning District to the subject property, in the larger sense serves to guide development of the South Tualatin Concept Plan area by defining a location for public land uses. The PMA acknowledges an existing and highly necessary public facility.

The objective is met because applying the IN designation to the subject property would best guide the physical development of the City while preserving the natural beauty of the area and accommodating economic growth.

General Growth Objectives.

TDC 4.050(1) Provide a plan that will accommodate a population range of 22,000 to 29,000 people.

The PMA would acknowledge the existing reservoir necessary to provide water for existing development but also future development with the South Tualatin Concept Plan area. The Engineering and Building Department wants to upgrade the on-site pump station and ancillary equipment, necessitating the sequence of annexation, PMA, and eventually CUP. Ultimately, this serves to maintain potable water, a critical class of public infrastructure. This PMA thereby furthers the objective of accommodating present and future population within the time horizon of the Plan. The objective is met.

TDC 4.050(6) Arrange the various land uses so as to minimize land use conflicts and maximize the use of public facilities as growth occurs.

The IN Planning District was created to provide areas to specifically accommodate the development needs of larger campus-style religious institutions, schools, parks, and other community service uses of a similar nature, which often consist of multiple structures or facilities located on larger parcels of land and which often serve multiple purposes and provide multiple services to the community. These types of developments may not readily conform to development patterns and standards in normal residential, commercial, or manufacturing land use categories. Therefore, application of the IN Planning District, with a separate set of standards, to the subject property minimizes land use conflicts between public and semi-public uses and adjacent residential, commercial, and manufacturing land uses.

The objective is met because applying the IN designation to the subject property does not present land use conflicts, but rather minimizes them and maximizes the use of public facilities.

TDC 4.050(9) Prepare a plan providing a variety of living and working environments.

The IN Planning District standards are designed to accommodate development of public and semi-public uses to accommodate those activities that are neither strictly residential nor work-related, such as civic and religious activities. The PMA recognizes the existing reservoir as a necessary use that serves all land uses.

The objective is met because applying the IN designation to the subject property will help to provide a variety of living and working environments in the City.

TDC 4.050(10) Encourage the highest quality physical design for future development.

The IN Planning District regulates development of larger campus-style religious institutions, schools, parks, and other community service uses of a similar nature in a manner that encourages the highest quality physical design. Applying the IN Planning District to the subject property will hold additional development or redevelopment to these high quality standards, thus encouraging the highest quality physical design for future development in the city.

The objective is met because applying the IN designation to the subject property encourages the highest quality physical design for future development in the City.

Residential Planning District Objectives.

TDC 5.030(1) Provide for the housing needs of existing and future City residents.

Applying the IN Planning District to the subject property does not hinder the community's ability to provide for the housing needs of existing and future City residents. In addition, the PMA helps to conserve land designated for residential use by providing an alternative Planning District for locating and developing large campus-style religious institutions, schools, parks, and other community services of a similar nature such as the existing water reservoir and pump station.

The objective is met because applying the IN designation to the subject property does not hinder the City's ability to provide housing opportunities

and helps the City to ensure land designated for residential use develops for residential use.

Commercial Planning District Objectives.

TDC 6.030(1) Encourage commercial development.

The PMA does not hinder the community's ability to encourage commercial development and will help conserve land designated for commercial use by not reducing the commercial land use allocation for the City.

The objective is met because applying the IN designation to the subject property does not hinder the City's ability to encourage commercial development and helps the City conserve land designated for commercial use.

Manufacturing Planning District Objectives.

TDC 7.030(1) Encourage new industrial development.

The PMA does not hinder the community's ability to encourage industrial development and will help conserve land designated for industrial use by not reducing the industrial land use allocation for the City.

The objective is met because applying the IN designation to the subject property does not hinder the City's ability to encourage industrial development and helps the City conserve land designated for industrial use.

Public, Semi-Public and Miscellaneous Land Uses.

TDC Chapter 8 establishes the IN Planning District objectives as follows:

TDC 8.100(1) The purpose of this district is to provide an environment exclusively for, and conducive to, the development and operation of religious institutions, schools, public parks, and related uses, in a manner that is harmonious with adjacent and nearby residential, commercial, or manufacturing planning districts and uses.

The proposed PMA is consistent with the purpose of the IN Planning District. Applying the IN Planning District to the subject property will provide an environment exclusively for and conducive to the continued operation and improvement of a major City water reservoir. The objective is met.

TDC 8.100(2) The district is intended to accommodate large-scale campus-style developments, owned and operated by governmental or non-profit entities, consisting of multiple structures or facilities, which may serve multiple purposes and provide multiple services to the community.

The proposed PMA is consistent with the intent of the IN Planning District. Applying the IN Planning District to the subject property will accommodate a major City water reservoir that provides potable water. Pump station upgrades will ready the reservoir to accommodate development of other land uses in the South Tualatin Concept Plan area. The objective is met.

TDC 8.100(3) Permitted and conditional uses shall be developed and operated in a manner that promotes and protects the health, safety, and general welfare of all adjacent and nearby planning districts and uses. Additionally, conditional uses shall be allowed provided that the use is developed and operated in a manner that is consistent with the intent of the planning district, and that promotes and protects the health, safety, and general welfare of all adjacent and nearby planning districts and uses.

The proposed PMA will allow the pump station to be a use permitted outright in the IN Planning District. As discussed earlier in this report, the Engineering and Building Department would need to submit a Conditional Use Permit (CUP) to acknowledge the water reservoir itself.

Applicant has secured relevant land use approvals from Washington County for development on the subject property. This demonstrates that, to date, the subject property is being developed in a manner that promotes and protects the health, safety, and general welfare of adjacent Planning Districts and uses. Future permits, if necessary, from the City of Tualatin will require demonstration that future development continues to be in the public interest and consistent with promotion and protection of the health, safety, and general welfare of all adjacent and nearby planning districts and uses.

Staff finds TDC 8.100(3) is met because applying the IN designation to the subject property, by allowing the development to proceed as a use permitted outright, promotes and protects the health, safety, and general welfare of all adjacent and nearby planning districts and uses.

TDC 8.100(4) The district may be applied to land that is able to accommodate large-scale campus-style development and operation of religious institutions, schools, public parks, and related uses, as follows: (a) Contiguous land one and one-half acre in size or greater;

(b) Access to a collector or arterial street; (c) Adequate public facilities are available to the property.

The subject property is a single tax lot of approximately 1.4 acres, very close to the “one and one-half” acreage requirement for such uses. Access is from SW Norwood Road, which has a classification of minor collector, via a driveway through an easement across neighboring Tax Lot 2S 1 35D 100. The site itself is development as a public facility in order to provide potable water to the city. Because the facility is a water reservoir and ancillary equipment, the site itself does not need access other public facilities. The reservoir has and will continue to have a *de minimis* effect on the adopted vehicular level of service (LOS) for Norwood Road, SW Boones Ferry Road (major arterial: Eb&T), and the intersection of the two roads. In other words, it would have an effect so negligible as to be unworthy of the law’s attention. The reservoir has no occupancy, and so does not lower the LOS of other classes of public facilities.

Objectives (a), (b), and (c) are met.

Plan Map.

TDC 9.010. This Plan section includes the Plan Map, (Map 9-1) classification of planning district boundaries, and brief descriptions of the land uses in each Plan area. The Plan Map is a synthesis of the objectives contained in each Plan element that can be portrayed graphically in map form. The Map is based on an analysis of data contained in the Phase I – Technical Memoranda, Northwest Tualatin Concept Plan 2005 and an analysis of Plan objectives and the Statewide Planning Goals of the Land Conservation and Development Commission.

The proposed PMA fulfills the objective of the Tualatin Community Plan by demonstrating compliance with the standards and criteria of the TDC.

Community Design Objectives.

TDC 10.020(1) Encourage originality, flexibility and innovation in site planning and development, including the architecture, landscaping and graphic design of said development.

As discussed earlier in this report, the IN Planning District regulates development of larger campus-style religious institutions, schools, parks, and other community service uses of a similar nature in a manner that encourages the highest quality physical design. The IN District also encourages originality, flexibility, and innovation in site planning and development of these larger scale campus-style developments. Applying

the IN Planning District to the subject property will hold redevelopment on the site to those high quality standards, thus encouraging the highest quality physical design for future development in the City consistent with this objective. In addition, the proposed PMA is consistent with the community design objectives in Chapter 10 because future redevelopment of the subject property, including the pump station upgrade, will be subject to conditional use review as in other existing Planning Districts. The objective is met.

Transportation Goals and Objectives.

TDC 11.610(2)(e) For Plan Map and Text Amendments adopt a Level of Service Standard F for the p.m. peak hour and E for the one-half hour before and after the p.m. peak hour for the Town Center 2040 Design Type (TDC Map 9-4) , and E/E for the rest of the 2040 Design Types. For development applications, including, but not limited to subdivisions and architectural reviews, a LOS of at least D and E are encouraged for signalized and unsignalized intersections, respectively.

See response to Criterion H below.

Water Service – General Purpose.

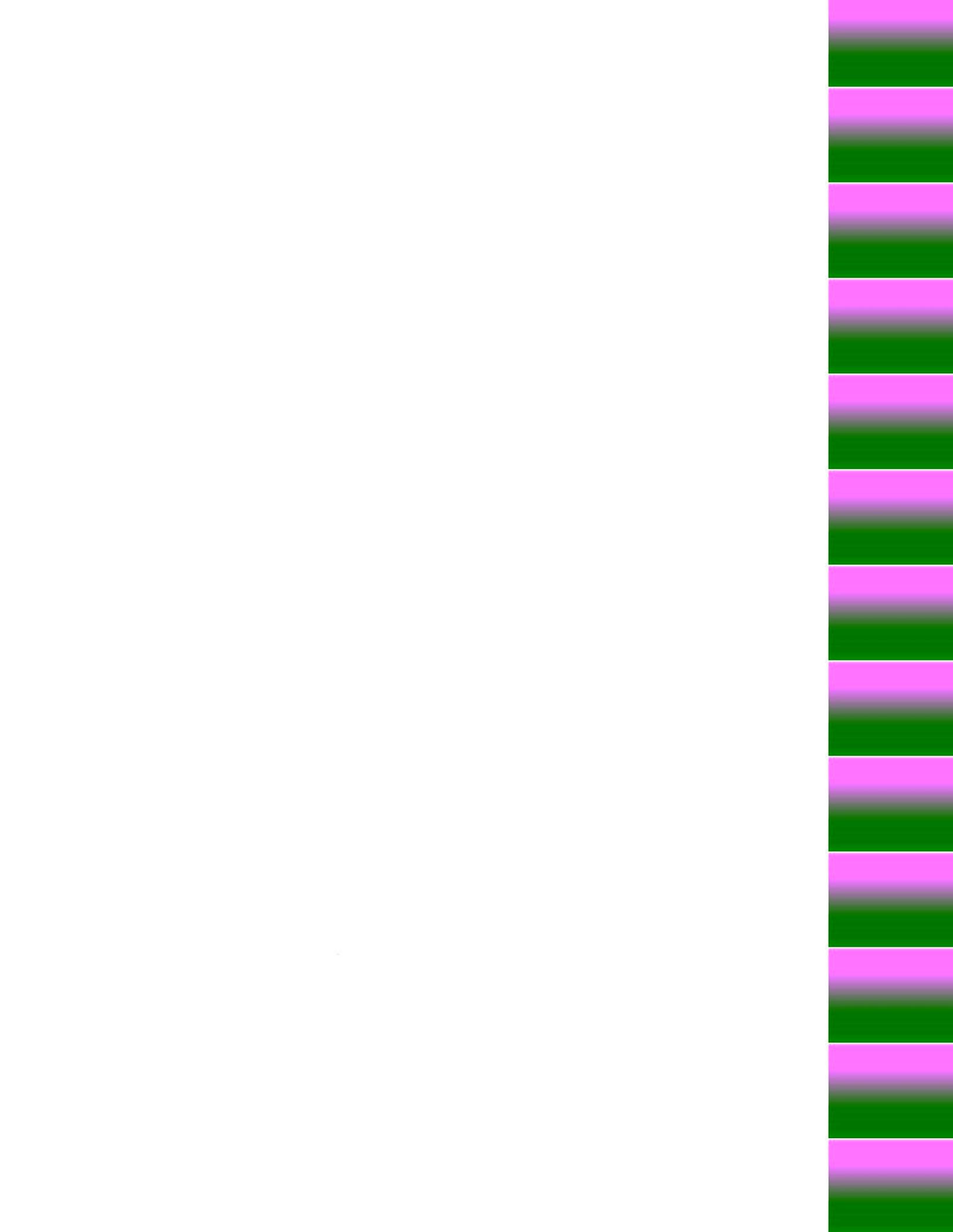
TDC 12.010(6)(a) Provide for reinforcement of the existing water system to provide adequate peak and fire-flow capabilities. (b) Expansion of the distribution system as areas inside the Urban Growth Boundary are annexed to the City and are developed;

The proposed PMA does not affect the provision of water service to the subject property; the reservoir will continue to provide potable water and be ready to serve as a component of the potable water distribution system for the acreage brought within the Urban Growth Boundary and that will be developed upon completion of the South Tualatin Concept Plan and then annexation.

Upon annexation of the subject property into the City, Clean Water Services (CWS) will annex it into its service district. The City Council motioned to approve the annexation on May 12, 2008 and will review the adopting ordinance on June 9, 2008. The objectives are met.

Sanitary Sewer System Objectives.

TDC 13.015(2) Provide a City sanitary sewer system in cooperation with Clean Water Services (CWS). The City is responsible for the collection system's smaller lines and the 65th Avenue pump station



Because the PMA covers a property developed as a water reservoir and pump station, which will continue to be the uses of the subject property, this objective is not relevant to this property.

Historic Preservation Objectives.

TDC 16.030(1) Promote the historic, educational, architectural, cultural, economic, and general welfare of the public through the identification, preservation, restoration, rehabilitation, protection and use of those buildings, structures, sites and objects of historic interest within the City.

The proposed PMA, for the purpose of permitting development of on the subject property, does not hinder the community's ability to promote the historic, educational, architectural, cultural, economic, and general welfare of the public through identification, preservation, restoration, rehabilitation, protection and use of those buildings, structures, sites and objects of historic interest. No such historic resources are affected by the existence of the reservoir and pump station. The objective is met.

The proposed amendment conforms to the applicable objectives of the Tualatin Community Plan. Criterion C is met.

D. The factors listed in TDC 1.032(4) were consciously considered:

The various characteristics of the areas in the City.

The neighboring properties are as follows:

N: FD-20 (rural / agricultural)
E: FD-20 (rural / agricultural)
S: FD-20 (rural / agricultural)
W: IN (Horizon Community Church)

The City created the Institutional (IN) Planning District in 2006 and has applied it only to the campus of Horizon Community Church, formerly known as Grace Community Church, because the property owner wanted to be annexed to receive urban water and sewer service. In order to comply with statewide planning Goal 11 regarding the efficient and timely provision of public facilities, the City removed the possibility of residential development on the property by designating it IN upon annexation. The subject property lies due east of the Horizon property. In keeping with the purpose of IN to remove the possibility of residential development while accommodating public, semi-public, and miscellaneous land uses, the subject property also needs IN designation. It also lies within the acreage south of the city limits that Metro

added to the regional UGB in 2004. The Cities of Tualatin and Wilsonville must create concept plans for this acreage, which includes extension of urban services, and development. Annexing the property, but not applying a planning district designation, would fail to meet the intent of Metro.

The Oregon Department of Transportation (ODOT), Metro, and Washington County are conducting a corridor study to extend a limited access roadway from south of the I-5 and I-205 interchange to the Pacific Highway (U.S. 99W), passing between Tualatin and Wilsonville. The agencies have not yet selected a preferred alternative among the alternative corridor alignments, and this has delayed completion of concept planning by the Cities. The IN designation serves to both remove the Washington County zoning and to prevent the possibility of residential development until a future time when concept planning is completed, acreage is annexed, and the City is ready to extend urban services for planned development.

The suitability of the areas for particular land uses and improvements in the areas.

Development near the subject property consists of a house of worship and undeveloped rural land. The IN designation serves to both remove the Washington County zoning and to prevent the possibility of residential development until a future time when concept planning is completed and the City is ready to extend urban services for planned development. It also accommodates existing site development: the municipal water reservoir, pump station, and cell tower, which are all public or semi-public land uses.

Trends in land improvement and development.

The IN designation of Horizon Community Church established a precedent for handling annexed properties until concept planning is completed, and the IN designation of this property would be in keeping with that precedent.

Property values.

The water reservoir is an existing critical component of municipal infrastructure that provides a necessary public service for the inhabitants of Tualatin and can serve future inhabitants to the south. It provides a B level of service (LOS) and contributes to the creation and preservation of a desirable community in which to live, work, and invest.

The needs of economic enterprises and the future development of the area.

Metro designated the 2004 addition to the UGB for regionally significant industrial land use. The existing pump station can provide B Level service to

future development, but more importantly IN designation removes the possibility of residential development. It is a precursor to the completion of the South Tualatin Concept Plan, allowing development of public, semi-public, or miscellaneous including public facilities serving existing and future development at large. The IN designation signals awareness of and compliance with statewide and Metro planning goals.

Needed right-of-way and access for and to particular sites in the area.

IN designation limits possible development to public, semi-public, or miscellaneous land uses. Practically, the subject property is already developed as a municipal water reservoir with ancillary uses and has existing access from Norwood Road; this development has negligible effect on roadway level of service (LOS). Refer to the attached traffic analysis (Attachment F). It also does not block or divert any future roadway corridors identified on TDC Figure 11-1 Functional Classification Plan effective 7/28/2005.

Natural resources of the City and the protection and conservation of said resources.

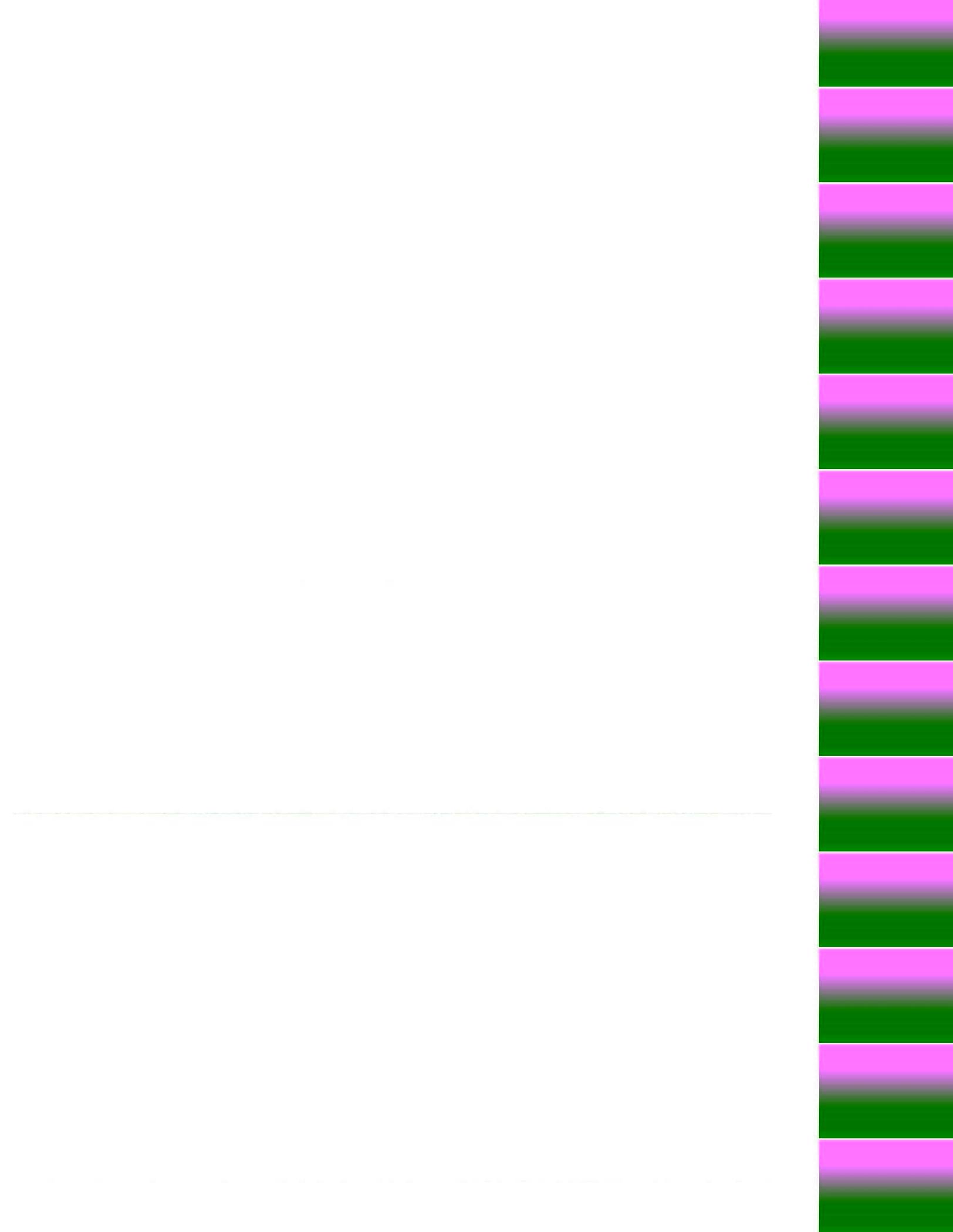
The subject property is already developed as a municipal water reservoir, and is not near any Natural Resources Protection Overlay District (NRPO) district, existing or proposed greenway, or significant natural resource as identified on TDC Maps 72-1, 2, and 3. The GIS viewer InterMap provided by Washington County reports no overlay districts.

Prospective requirements for the development of natural resources in the City.

The subject property is already developed as a municipal water reservoir, and is not near any Natural Resources Protection Overlay District (NRPO) district, existing or proposed greenway, or significant natural resource as identified on TDC Maps 72-1, 2, and 3. The GIS viewer InterMap provided by Washington County reports no overlay districts.

The public need for healthful, safe, aesthetic surroundings and conditions.

The existing municipal water reservoir is a necessary public facility that provides potable water, a healthful good. The IN designation will not change the existing reservoir, but designate its site for similar uses only. This prevents other land uses that would interfere with concept planning and fail to attain Metro and statewide planning goals. This preserves the City's ability to review future development for safety and aesthetics.



development in general until the completion of the South Tualatin Concept Plan. The amendment thereby serves to maintain timely, orderly, and efficient arrangement of public facilities.

The amendment is consistent with statewide planning Goal 11.

G. Metro's Urban Growth Management Functional Plan.

The Urban Growth Management Functional Plan is Metro Code Section 3.07. Subsection 3.07.120(C) states: "If a city annexes county territory, the city shall ensure that there is no net loss in regional housing or employment capacity, as shown on Table 3.07-1, as a result of amendments of comprehensive plan or land use regulations that apply to the annexed territory." The subject property is within the regional Urban Growth Boundary (UGB) and is to be annexed through ANN-08-01 in compliance with Metro Code Section 3.09. The 1.4-acre subject property with a municipal reservoir has Washington County zoning FD-20, allowing a maximum of 0.05 dwelling units (DUs) per acre or 1.00 DU per 20 acres. Tualatin Institutional (IN) Planning District allows no DUs. The net change from a *de jure* maximum of 0.07 DUs on 1.4 acres to 0.00 DUs is negligible. *De facto* site conditions allow for no dwelling units under either County or City land development regulations, and the PMA would not change this. The PMA meets Criterion G.

H. Granting the amendment is consistent with Level of Service F for the p.m. peak hour and E for the one-half hour before and after the p.m. peak hour for the Town Center 2040 Design Type (TDC Map 9-4), and E/E for the rest of the 2040 Design Types in the City's planning area.

The City will retain the existing municipal water reservoir, and the decrease of maximum developable residential density from 0.05 DUs per acre to none at all results in a negligible increase of potential roadway level of service (LOS) and a negligible decrease in potential vehicle traffic. Refer to the attached Traffic Analysis memo (Attachment E) regarding compliance with Criterion H.



City of Tualatin

18880 SW Martinazzi Avenue

Tualatin, Oregon 97062

Main (503) 692-2000

TDD (503) 692-0574

MEMORANDUM

DATE: April 23, 2008

FROM: Tony Doran
Engineering Associate

TO: Colin Cortes
Assistant Planner

SUBJECT: PMA 08-02, Traffic LOS

The most recent traffic study in this area was submitted for the annexation of Grace Community (Horizon) Church, dated August 25, 2006. This study indicated that at the intersection of SW Boones Ferry Road & SW Norwood Road the LOS would be D. The counts in this study are:

	AM Peak	PM Peak
SB	261	581
SBLT	127	96
WBRT	80	66
WBLT	62	34
NB	457	434
NBRT	20	67

Operations at the reservoir site are expected to be at most a few additional per day for either AM or PM Peak. This small additional amount of traffic generated only by City vehicles provide such a small impact that no public improvements can be justified and given the current LOS, not needed.

ORDINANCE NO. _____

AN ORDINANCE APPLYING THE INSTITUTIONAL (IN) PLANNING DISTRICT TO 8930 SW NORWOOD ROAD AND AMENDING THE COMMUNITY PLAN MAP 9-1 (PMA-08-02)

WHEREAS, the Community Plan Map 9-1 is a part of the adopted comprehensive plan of the City of Tualatin and designates planning districts serving as both future land uses and zoning districts; and

WHEREAS, the staff recommends to Council that the Community Plan Map 9-1 be amended; and

WHEREAS, Council finds the amendment to be appropriate.

THE CITY OF TUALATIN ORDAINS AS FOLLOWS:

Section 1. The Community Plan Map 9-1 is amended to designate tax lot 2S 1 35D at 8930 SW Norwood Road as an Institutional (IN) planning district.

INTRODUCED AND ADOPTED this 9th day of June, 2008.

CITY OF TUALATIN, OREGON

BY _____
Mayor

ATTEST:

BY _____
City Recorder

DRAFT

DRAFT



STAFF REPORT CITY OF TUALATIN

DENIED
Approved By Tualatin City Council
Date May 27, 2008
Recording Secretary J. Kirby

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager *SL*

FROM: Michael A. McKillip, City Engineer *McKillip*
Kaaren Hofmann, Civil Engineer *Kaaren*

DATE: May 27, 2008

SUBJECT: RESOLUTION ALLOWING A TRAFFIC SIGNAL AT THE
INTERSECTION OF SW 108TH AVENUE AND SW TUALATIN
ROAD

ISSUE BEFORE THE COUNCIL:

Shall the City Council allow the installation of a traffic control signal at SW 108th Avenue and SW Tualatin Road?

RECOMMENDATION:

Council should discuss the issue and if Council agrees with installing the traffic signal, adopt the attached resolution.

EXECUTIVE SUMMARY:

Discretionary decisions regarding location of traffic control devices that fall outside the enumerated standards of the Manual of Uniform Traffic Control Devices (MUTCD) should be made by the City Council for the City of Tualatin after considering the facts relevant to the project.

- This is not a public hearing.
- The Tualatin Development Commission has budgeted for the installation of a traffic signal at the intersection of SW 108th Avenue and SW Tualatin Road.
- Oregon Administrative Rule (OAR) 734-020-0005 states that all traffic control devices installed in Oregon should comply with the MUTCD as modified by the Oregon Supplement.

- The proposed project at SW 108th Avenue and SW Tualatin Road does not meet MUTCD warrants as modified by the Oregon Supplement for traffic signal installations.

OUTCOMES OF DECISION:

If Council approves the installation, construction can begin soon. There is no bid date scheduled at this time. Design is anticipated to be complete by June 2008.

If Council decides to wait until warrants are met, construction will be delayed.

FINANCIAL IMPLICATIONS:

This project has been budgeted in the Leveton Urban Renewal Construction Project Fund. If the signal is installed, the City will incur approximately \$125.00/month for the operations and maintenance of this signal.

DISCUSSION:

The Leveton Urban Renewal Plan has a project to construct a signal at the intersection of SW 108th Avenue and SW Tualatin Road. This signal is also in the City's Transportation Plan to be installed at full build out of the City. These plans are constructed based on a series of assumptions about what the City of Tualatin will look like at full build out and on the way growth will occur. There is no guarantee that the assumptions in the plan will be fully implemented and therefore any project in the plan should be evaluated at the time of construction to determine if it needed. This project does not meet warrants because the traffic volumes that were assumed at full build out have not yet occurred.

Existing large fir trees west of the intersection block the sight distance for northbound vehicles. However, no accidents have been reported at this intersection.

One comment was received from a neighbor who was concerned about the queue length from this signal back into the existing intersection of SW 109th Avenue and SW Tualatin Road. To address this comment, turning movement counts and a queue analysis were completed. The existing and future traffic volumes are in the table below. The future volumes were projected using growth rates calculated using the Transportation System Plan.

STAFF REPORT: 108th Avenue/Tualatin Road Signal

May 27, 2008

Page 3 of 4

	2008		2028	
	AM Peak Hour	PM Peak Hour	AM Peak Hour	PM Peak Hour
Tualatin Road Eastbound	890	390	935	410
Tualatin Road Westbound	370	930	435	1092
108 th Avenue	15 5 (WB) 10 (EB)	80 25 (WB) 55 (EB)	50 10 (WB) 40 (EB)	350 105 (WB) 245 (EB)

Based on these numbers, the signal will delay 1260 vehicles on SW Tualatin Road in the morning peak hour to allow for 15 cars of SW 108th Avenue to make their turning movement. Ten of those cars are turning right onto SW Tualatin Road. Observations of staff indicated that there are no excessive delays for the vehicles on SW 108th Avenue. Another item to note is that this signal will need to be signed as a NO RIGHT TURN ON RED; therefore, the right turn vehicles on SW 108th Avenue will have to wait for a green light and will not be able to take advantage of any gaps in the platoon on SW Tualatin Road. If the vehicles on SW 108th Avenue do not want to wait for the signal, they can utilize SW Leveton Drive to SW 124th Avenue.

According to the MUTCD: "Traffic control signals that are properly designed, located, operated and maintained will have one or more of the following advantages:

- A. They provide for the orderly movement of traffic.
- B. They increase the traffic-handling capacity of the intersection.
- C. They reduce the frequency and severity of certain types of crashes, especially right angle collisions.
- D. They are coordinated to provide for continuous or nearly continuous movement of traffic at a definite speed along a given route under favorable conditions.
- E. They are used to interrupt heavy traffic at intervals to permit other traffic, vehicular or pedestrian, to cross."

The queuing analysis shows that when the signal is installed, the eastbound queue length on SW Tualatin Road will block SW 109th Avenue in the morning. In 2028, SW 109th Avenue will be blocked in the morning and afternoon and SW 106th Avenue will be blocked in the afternoon. With SW 109th Avenue and SW 106th Avenue having similar traffic volumes, it would not be good to signalize SW 108th Avenue and not the other streets.

Due to the lack of vehicles on SW 108th Avenue and other safety issues, this intersection does not meet the warrants or any of the above advantages noted in the MUTCD for the installation of a traffic signal.

Council must find that installing the signal at this time has a higher public benefit than waiting until warrants are met.

- Reasons for installation include:
 1. Sight distance
 2. Funding is currently available

- Reasons to not install include:
 1. Delays on Tualatin Road that do not occur now
 2. Delays on 108th Avenue
 3. Increased enforcement due to the 'NO RIGHT TURN ON RED'

PUBLIC INVOLVEMENT:

There have been two Open Houses held on this project. The first one occurred on September 15, 2004. At this Open House the neighbors were generally opposed to the installation of this signal. The most recent Open House was held on February 19, 2008. No one attended this meeting. One comment was received from a citizen concerned about the queue length from this signal back into the existing intersection of SW 109th Avenue and SW Tualatin Road.

ATTACHMENTS: 1. Resolution

RESOLUTION NO. _____

RESOLUTION APPROVING THE INSTALLATION OF A
TRAFFIC SIGNAL AT THE INTERSECTION OF SW 108TH
AVENUE AND SW TUALATIN ROAD

WHEREAS Oregon Administrative Rule 734-020-0005 requires traffic control devices installed in Oregon to comply with the MUTCD as modified by the Oregon Supplement; and

WHEREAS the installation of a traffic signal at the intersection of SW 108th Avenue and SW Tualatin Road does not meet warrants under the MUTCD at this time; and

WHEREAS the Tualatin Development Commission has budgeted for the installation of a traffic signal at the SW 108th Avenue/SW Tualatin Road intersection; and

WHEREAS the Transportation System Plan notes that when the Leveton area and other industrial areas are completely built out a signal will be warranted at this location.

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

Section 1. The installation of a traffic signal at the intersection of SW Tualatin Road and SW 108th Avenue has a higher public benefit than waiting until warrants are met.

Section 2. The Leveton Tax Increment District shall install a traffic signal at the intersection of SW Tualatin Road and SW 108th Avenue.

INTRODUCED AND ADOPTED this 27th day of May, 2008.

CITY OF TUALATIN, OREGON

By _____
Mayor

ATTEST:

By _____
City Recorder

APPROVED AS TO LEGAL FORM

Brenda L. Braden
CITY ATTORNEY



Approved By Tualatin City Council
Date May 27, 2008
Recording Secretary J. Kerby

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*

DATE: May 27, 2008

SUBJECT: CHANGE ORDER NO. 3 TO THE CONTRACT DOCUMENTS FOR CONSTRUCTION OF THE LIBRARY/CITY OFFICES EXPANSION AND REMODEL PROJECT

ISSUE BEFORE THE COUNCIL:

Council will consider approval of Change Order No. 3 to the construction of the Library/City Offices Expansion and Remodel Project.

RECOMMENDATION:

Approve the attached Change Order No. 3 and authorize the City Manager to execute said Change Order No. 3.

EXECUTIVE SUMMARY:

- The Construction Manager/General Contractor (CM/GC) contract was awarded to P & C Construction Company of Gresham, Oregon on October 9, 2006, and the Guaranteed Maximum Price (GMP) in the amount of \$7,148,798 was approved on May 14, 2007. Change Orders 1 and 2. increased the GMP to \$7,451,629.
- This change order increases the GMP by \$90,152 for work that was not included in the original scope of work (as described on the attached Change Order No. 3) and brings the new GMP to \$7,541,781. The contract time will be increased by zero (0) days as a result of this change order.
- Project Schedule: The project is well ahead of schedule and will open this July rather than winter 2009 as originally planned. This is primarily due to the decision to replace the old building and rebuild a new library.

**STAFF REPORT: CHANGE ORDER NO. 3 TO THE CONTRACT DOCUMENTS FOR
CONSTRUCTION OF THE LIBRARY/CITY OFFICES EXPANSION AND REMODEL
PROJECT**

May 27, 2008

Page 2 of 2

- **Temporary Library:** The temporary library will close for service between June 20 and sometime between July 7 and 14 when it will reopen at the new library. A date for the grand opening celebration will be set in the near future.

OUTCOMES OF DECISION:

Authorization of this change order will enable the project to continue on schedule and within budget.

FINANCIAL IMPLICATIONS:

The new GMP is 5 percent above the original GMP. The revised total is within the amounts available for this project in the Library Improvements Fund, City Center Remodel Fund, and Central Urban Renewal Projects Fund.

There continue to be reasonable contingency funds relative to the progress of the project, however use of the remaining funds will require close attention.

Attachments: A. Change Order No. 3

c: Steve Anderson, P&C Construction Company
 Skip Stanaway, SRG Partnership, Inc
 Members of the Tualatin Library Advisory Committee (TLAC)

AIA® Document G701™ – 2001

Change Order

PROJECT (Name and address): Tualatin Library Addition 18880 SW Martinazzi Avenue Tualatin, Oregon 97062	CHANGE ORDER NUMBER: 003 DATE: April 10, 2008	OWNER: <input type="checkbox"/> ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR (Name and address): P&C Construction Company P.O. Box 410 Gresham, Oregon 97030	ARCHITECT'S PROJECT NUMBER: CONTRACT DATE: October 09, 2006 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:
 (Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

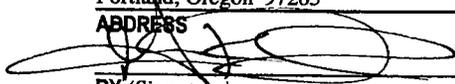
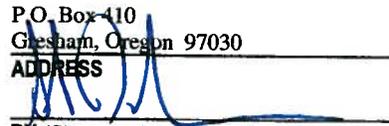
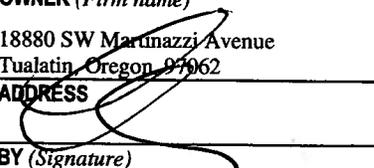
SEE ATTACHED CONTRACT CHANGE ORDER #3 LOG

The original Guaranteed Maximum Price was	\$ 7,148,798.00
The net change by previously authorized Change Orders	\$ 302,831.00
The Guaranteed Maximum Price prior to this Change Order was	\$ 7,451,629.00
The Guaranteed Maximum Price will be increased by this Change Order in the amount of	\$ 90,152.00
The new Guaranteed Maximum Price including this Change Order will be	\$ 7,541,781.00

The Contract Time will be increased by Zero (0) days.
 The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

SRG Partnership ARCHITECT (Firm name) 621 SW Morrison, Suite 200 Portland, Oregon 97205 ADDRESS  BY (Signature) Gary Davidson, SRG (Typed name) 4/22/08 DATE	P&C Construction Company CONTRACTOR (Firm name) P.O. Box 410 Gresham, Oregon 97030 ADDRESS  BY (Signature) Steve Anderson, Vice President (Typed name) 4/14/08 DATE	City of Tualatin OWNER (Firm name) 18880 SW Martinazzi Avenue Tualatin, Oregon 97062 ADDRESS  BY (Signature) Mayor, Lou Ogden (Typed name) 5-27-08 DATE
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Construction Company

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**CONTRACT CHANGE ORDER #3
P&C CONSTRUCTION PROJECT #06069
TUALTIN PUBLIC LIBRARY AND CITY OFFICE ADDITION**

4/10/2008

	Project GMP \$7,148,798
Change Order #1 total	\$216,291
Change Order #2 total	\$86,540

PCO #	Description	Cost / Credit
51	Add interior and exterior signage package	\$34,772
61	PR-15 Changes to light fixture schedule	\$17,366
109	RFI #138 - Extend wall of vault up past the ceiling height	\$459
113	RFI #139 - relocate one hour wall at janitors closet due to drinking fountain	\$474
121	RFI #150 - Clarify the width of the slot diffuser for the ceiling / seismic joint	(\$1,293)
123 R	IB #20 - Added structure to support the slide and stack glass wall	\$6,480
124	RFI #108 - hearth ceiling mesh clarification	\$11,009
131	PR-23 / RFI #159 - relocate 5 circuits from panel B to panel F	\$2,078
133	RFI #158 - Revise circuit breaker on RTU 205. Breaker & wire for RTU 206	\$1,242
135	RFI #171 - add furring to inside of clerestory framing	\$484
136	RFI #177 - add PLC controller, transformer, and photocell for daylight harvesting	\$2,951
137	RFI #179 - confirm revisions & additions circuits for lighting control	\$1,017
139	RFI #181 - revisions to power & data as a result of the shelving meeting	\$533
140	PR-25 - Revise lighting, delete tack board for artwork in Children's 115	\$2,619
148	PR-26 - relocate light fixture at low stacks on wall 121	\$276
149	PR-24 - Add 2 Vode fixtures to light signage at Teen & Children's rooms	\$3,741
150	Re-install fire line piping after leak was discovered under the access road	\$3,620
152	PCO #50 was charged to GMP in CO#1 and PCO #69 was charged to CO#2	(\$2,549)
155	PR-28 - revise lobby casework and add lighting for artwork	\$3,339
157	RFI #137 - add aluminum end caps to walls	\$572
158	RFI #182 - add extra control joints to the hearth soffits	\$657
159	PR-29 - plant substitution on south side of building	\$305
	Change Order #3 total	\$90,152
	REVISED GMP	\$7,541,781



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POTENTIAL CHANGE ORDER (PCO)

PROJECT: *Tualatin Public Library & Office Addition*
P&C Job # *06069*

DATE: *2/22/2008*
PREPARED BY: *Mark K*

PCO No. **51** PCO Title: **Signage Package**
RFI Ref No. *None* SRG Ref No. *None*

SCOPE OF WORK:

P&C Construction bid out the Anderson Krygier signage package. P&C had to advertise the bid in the DJC and send the package to plan centers for review. P&C has and will have labor costs to conduct the bid, deal with shop drawings, and supervise the installation.

<u>P & C COSTS</u>	<u>AMOUNT</u>	
<i>Indirect Costs</i>	\$0	
<i>Labor Costs (inc burden)</i>	\$588	<i>12 hours at \$49/hr</i>
<i>Material Costs</i>	\$224	<i>DJC cost & messenger service</i>
<i>Equipment Costs</i>	\$0	
		P&C TOTAL
		<u><u>\$812</u></u>

<u>SUBCONTRACTOR COSTS</u>	<u>AMOUNT</u>
Architectural Signing NW	\$32,000

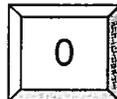
SUBCONTRACTOR TOTAL \$32,000

SUBTOTAL \$32,812
Insurance and Bonds \$574

SUBTOTAL \$33,386
Contractor Fee \$1,386

TOTAL COST \$34,772

ADDITIONAL DAYS



- Yes** *Additional backup is attached to further define scope and/or costs listed above*
- No** *If accepted, this PR will be charged towards the contingency*
- Yes** *If accepted, this PR will result in an increase in the GMP*

OWNER REP APPROVAL: _____

DATE: _____

ARCHITECT APPROVAL: _____

DATE: _____



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POTENTIAL CHANGE ORDER (PCO)

PROJECT: *Tualatin Public Library & Office Addition*
 P&C Job # 06069

DATE: 2/12/2008
 PREPARED BY: Mark K

PCO No. 61 PCO Title: PR-15 - LED lighting revisions
 RFI Ref No. None SRG Ref No. None

SCOPE OF WORK:

PR-15 included revisions to the LED lighting. The attached pricing is based on 38 power supplies. The 38 is an increase over the original quote. The original quote included 18 power supplies and we now have 38. Also included in PR 15 is an increased lineal footage of LED fixture and the added plug strips. Please note that the attached back up as a deduct page, an additions page, and a recap sheet.

P & C COSTS	AMOUNT
<i>Indirect Costs</i>	\$0
<i>Labor Costs (inc burden)</i>	\$0
<i>Material Costs</i>	\$0
<i>Equipment Costs</i>	\$0

P&C TOTAL \$0

SUBCONTRACTOR COSTS	AMOUNT
Frahler Electric	\$2,417 Part A
Frahler Electric	\$13,970 Part B

SUBCONTRACTOR TOTAL \$16,387

SUBTOTAL \$16,387

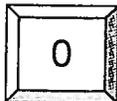
Insurance and Bonds \$287

SUBTOTAL \$16,674

Contractor Fee \$692

TOTAL COST \$17,366

ADDITIONAL DAYS



- Yes Additional backup is attached to further define scope and/or costs listed above
- No If accepted, this PR will be charged towards the contingency
- Yes If accepted, this PR will result in an increase in the GMP

OWNER REP APPROVAL: _____

DATE: _____

ARCHITECT APPROVAL: _____

DATE: _____



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POTENTIAL CHANGE ORDER (PCO)

PROJECT: *Tualatin Public Library & Office Addition*
P&C Job # 06069

DATE: 2/26/2008
PREPARED BY: *Mark K*

PCO No. 109 PCO Title: **Extend wall of vault**

SCOPE OF WORK:

Per RFI #138 - the west wall of the vault had to be extended up above the ceiling line.

P & C COSTS	AMOUNT
<i>Indirect Costs</i>	\$0
<i>Labor Costs (inc burden)</i>	\$0
<i>Material Costs</i>	\$0
<i>Equipment Costs</i>	\$0

P&C TOTAL \$0

SUBCONTRACTOR COSTS	AMOUNT
PCI	\$433

SUBCONTRACTOR TOTAL \$433

SUBTOTAL \$433

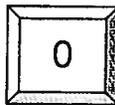
Insurance and Bonds \$8

SUBTOTAL \$441

Contractor Fee \$18

TOTAL COST \$459

ADDITIONAL DAYS



- Yes *Additional backup is attached to further define scope and/or costs listed above*
- No *If accepted, this PR will be charged towards the contingency*
- Yes *If accepted, this PR will result in an increase in the GMP*

OWNER REP APPROVAL: _____

DATE: _____

ARCHITECT APPROVAL: _____

DATE: _____



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POTENTIAL CHANGE ORDER (PCO)

PROJECT: *Tualatin Public Library & Office Addition*
P&C Job # *06069*

DATE: *2/26/2008*
PREPARED BY: *Mark K*

PCO No. **113** PCO Title: **RFI #139 - 1 hour wall at drinking fountain**

SCOPE OF WORK:

Per RFI #139 - additional work was required to relocate a one hour rated wall from a wall with a drinking fountain in it to an adjacent wall.

P & C COSTS	AMOUNT
<i>Indirect Costs</i>	\$0
<i>Labor Costs (inc burden)</i>	\$55
<i>Material Costs</i>	\$0
<i>Equipment Costs</i>	\$0

P&C TOTAL \$55

SUBCONTRACTOR COSTS	AMOUNT
PCI	\$392

SUBCONTRACTOR TOTAL \$392

SUBTOTAL \$447

Insurance and Bonds \$8

SUBTOTAL \$455

Contractor Fee \$19

TOTAL COST \$474

ADDITIONAL DAYS

0

- Yes** *Additional backup is attached to further define scope and/or costs listed above*
- No** *If accepted, this PR will be charged towards the contingency*
- Yes** *If accepted, this PR will result in an increase in the GMP*

OWNER REP APPROVAL: _____

DATE: _____

ARCHITECT APPROVAL: _____

DATE: _____



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POTENTIAL CHANGE ORDER (PCO)

PROJECT: *Tualatin Public Library & Office Addition*
P&C Job # 06069

DATE: 2/26/2008
PREPARED BY: *Mark K*

PCO No. 121 PCO Title: **RFI #150 - ceiling seismic joint**

SCOPE OF WORK:

Per RFI #150 and a substitution request, the ceiling seismic joint has been revised. See the cost savings below.

P & C COSTS	AMOUNT
<i>Indirect Costs</i>	\$0
<i>Labor Costs (inc burden)</i>	\$0
<i>Material Costs</i>	\$0
<i>Equipment Costs</i>	\$0

P&C TOTAL \$0

SUBCONTRACTOR COSTS	AMOUNT
PCI	(\$1,220)

SUBCONTRACTOR TOTAL (\$1,220)

SUBTOTAL (\$1,220)

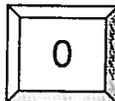
Insurance and Bonds (\$21)

SUBTOTAL (\$1,241)

Contractor Fee (\$52)

TOTAL COST (\$1,293)

ADDITIONAL DAYS



- Yes** *Additional backup is attached to further define scope and/or costs listed above*
- No** *If accepted, this PR will be charged towards the contingency*
- Yes** *If accepted, this PR will result in an increase in the GMP*

OWNER REP APPROVAL: _____

DATE: _____

ARCHITECT APPROVAL: _____

DATE: _____



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POTENTIAL CHANGE ORDER (PCO)

PROJECT: *Tualatin Public Library & Office Addition*
P&C Job # 06069

DATE: *3/25/2008*
PREPARED BY: *Mark K*

PCO No. **123 R** PCO Title: **IB#20 - Add structural support for slide and stack**

SCOPE OF WORK:

Per IB#20 - the structural support for the slide and stack wall was now detailed and could be installed. The bid documents show the bottom of this soffit being flat and dry walled. The current deisgn shows the soffit dropping an additional 6" and then returning up 6" each side of the slide and stack track to make a pocket.

<u>P & C COSTS</u>	<u>AMOUNT</u>
<i>Indirect Costs</i>	\$0
<i>Labor Costs (inc burden)</i>	\$2,117 <i>40 hrs of actual labor - not estimated</i>
<i>Material Costs</i>	\$324
<i>Equipment Costs</i>	\$0

P&C TOTAL \$2,441

<u>SUBCONTRACTOR COSTS</u>	<u>AMOUNT</u>
PCI	\$3,674

SUBCONTRACTOR TOTAL \$3,674

SUBTOTAL \$6,115

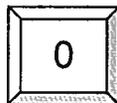
Insurance and Bonds \$107

SUBTOTAL \$6,222

Contractor Fee \$258

TOTAL COST \$6,480

ADDITIONAL DAYS



- Yes** *Additional backup is attached to further define scope and/or costs listed above*
- No** *If accepted, this PR will be charged towards the contingency*
- Yes** *If accepted, this PR will result in an increase in the GMP*

OWNER REP APPROVAL: _____

DATE: _____

ARCHITECT APPROVAL: _____

DATE: _____



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POTENTIAL CHANGE ORDER (PCO)

PROJECT: *Tualatin Public Library & Office Addition*
P&C Job # 06069

DATE: 2/8/2008
PREPARED BY: Mark K

PCO No. 124 PCO Title: RFI #108 - Hearth ceiling mesh

SCOPE OF WORK:

The drawings call out the ceiling mesh in between the radiused hearth ceilings to be "expanded metal mesh". There was not any further information given on the bid set of drawings. PCI bid an expanded steel product. RFI #108 was written to clarify what was intended. The response was 0.063" expanded aluminum mesh that is powder coated.

P & C COSTS	AMOUNT
<i>Indirect Costs</i>	\$0
<i>Labor Costs (inc burden)</i>	\$0
<i>Material Costs</i>	\$0
<i>Equipment Costs</i>	\$0

P&C TOTAL \$0

SUBCONTRACTOR COSTS	AMOUNT
PCI	\$10,389

SUBCONTRACTOR TOTAL \$10,389

SUBTOTAL \$10,389

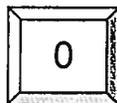
Insurance and Bonds \$182

SUBTOTAL \$10,571

Contractor Fee \$439

TOTAL COST \$11,009

ADDITIONAL DAYS



- Yes** *Additional backup is attached to further define scope and/or costs listed above*
- No** *If accepted, this PR will be charged towards the contingency*
- Yes** *If accepted, this PR will result in an increase in the GMP*

OWNER REP APPROVAL: _____

DATE: _____

ARCHITECT APPROVAL: _____

DATE: _____



Construction Company

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POTENTIAL CHANGE ORDER (PCO)

PROJECT: *Tualatin Public Library & Office Addition*
P&C Job # 06069

DATE: 2/26/2008
PREPARED BY: Mark K

PCO No. 131 PCO Title: PR-23 - Re-feed panel F

SCOPE OF WORK:

See PR-23 and RFI #159 - this is to re-feed panel F to be able to free up space in panel B.

<u>P & C COSTS</u>	<u>AMOUNT</u>
<i>Indirect Costs</i>	\$0
<i>Labor Costs (inc burden)</i>	\$0
<i>Material Costs</i>	\$0
<i>Equipment Costs</i>	\$0

P&C TOTAL \$0

<u>SUBCONTRACTOR COSTS</u>	<u>AMOUNT</u>
Frahler Electric	\$1,961

SUBCONTRACTOR TOTAL \$1,961

SUBTOTAL \$1,961

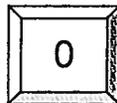
Insurance and Bonds \$34

SUBTOTAL \$1,995

Contractor Fee \$83

TOTAL COST \$2,078

ADDITIONAL DAYS



- Yes** *Additional backup is attached to further define scope and/or costs listed above*
- No** *If accepted, this PR will be charged towards the contingency*
- Yes** *If accepted, this PR will result in an increase in the GMP*

OWNER REP APPROVAL: _____

DATE: _____

ARCHITECT APPROVAL: _____

DATE: _____



Construction Company

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POTENTIAL CHANGE ORDER (PCO)

PROJECT: *Tualatin Public Library & Office Addition*
P&C Job # 06069

DATE: 2/26/2008
PREPARED BY: Mark K

PCO No. 133 PCO Title: **RFI #158 - upsize breakers & wire for RTU's**

SCOPE OF WORK:

Per RFI #158 - upsize the breaker for RTU 205 and upsize the wire for RTU 206.

<u>P & C COSTS</u>	<u>AMOUNT</u>
<i>Indirect Costs</i>	\$0
<i>Labor Costs (inc burden)</i>	\$0
<i>Material Costs</i>	\$0
<i>Equipment Costs</i>	\$0

P&C TOTAL \$0

<u>SUBCONTRACTOR COSTS</u>	<u>AMOUNT</u>
Frahler Electric	\$1,172

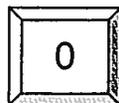
SUBCONTRACTOR TOTAL \$1,172

SUBTOTAL \$1,172
Insurance and Bonds \$21

SUBTOTAL \$1,193
Contractor Fee \$49

TOTAL COST \$1,242

ADDITIONAL DAYS



- Yes** *Additional backup is attached to further define scope and/or costs listed above*
- No** *If accepted, this PR will be charged towards the contingency*
- Yes** *If accepted, this PR will result in an increase in the GMP*

OWNER REP APPROVAL: _____

DATE: _____

ARCHITECT APPROVAL: _____

DATE: _____



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POTENTIAL CHANGE ORDER (PCO)

PROJECT: *Tualatin Public Library & Office Addition*
P&C Job # 06069

DATE: 3/10/2008
PREPARED BY: Mark K

PCO No. 135 PCO Title: RFI 171 - Furring on inside of clerestory

SCOPE OF WORK:

Per RFI #171 - additional 7/8" hat channel furring was required to provide room for control wiring to be installed.

P & C COSTS	AMOUNT
<i>Indirect Costs</i>	\$0
<i>Labor Costs (inc burden)</i>	\$0
<i>Material Costs</i>	\$0
<i>Equipment Costs</i>	\$0

P&C TOTAL \$0

SUBCONTRACTOR COSTS	AMOUNT
PCI	\$457

SUBCONTRACTOR TOTAL \$457

SUBTOTAL \$457

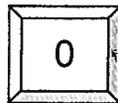
Insurance and Bonds \$8

SUBTOTAL \$465

Contractor Fee \$19

TOTAL COST \$484

ADDITIONAL DAYS



- Yes** *Additional backup is attached to further define scope and/or costs listed above*
- No** *If accepted, this PR will be charged towards the contingency*
- Yes** *If accepted, this PR will result in an increase in the GMP*

OWNER REP APPROVAL: _____

DATE: _____

ARCHITECT APPROVAL: _____

DATE: _____



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POTENTIAL CHANGE ORDER (PCO)

PROJECT: *Tualatin Public Library & Office Addition*
P&C Job # 06069

DATE: 2/26/2008
PREPARED BY: Mark K

PCO No. 136 PCO Title: RFI #177 - Fixture dimming

SCOPE OF WORK:

Per RFI #177 - provide and install an additional photocell, multi point PLC controller, and a power supply to be intergrated with the lighting control system. My understanding is that this added photocell provides "global" dimming in addition to the localized dimming we currently have.

P & C COSTS	AMOUNT
<i>Indirect Costs</i>	\$0
<i>Labor Costs (inc burden)</i>	\$0
<i>Material Costs</i>	\$0
<i>Equipment Costs</i>	\$0

P&C TOTAL \$0

SUBCONTRACTOR COSTS	AMOUNT
Frahler Electric	\$2,785

SUBCONTRACTOR TOTAL \$2,785

SUBTOTAL \$2,785

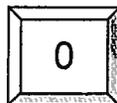
Insurance and Bonds \$49

SUBTOTAL \$2,834

Contractor Fee \$118

TOTAL COST \$2,951

ADDITIONAL DAYS



Yes *Additional backup is attached to further define scope and/or costs listed above*

No *If accepted, this PR will be charged towards the contingency*

Yes *If accepted, this PR will result in an increase in the GMP*

OWNER REP APPROVAL: _____

DATE: _____

ARCHITECT APPROVAL: _____

DATE: _____



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POTENTIAL CHANGE ORDER (PCO)

PROJECT: *Tualatin Public Library & Office Addition*
P&C Job # 06069

DATE: 3/14/2008
PREPARED BY: Mark K

PCO No. 137 PCO Title: RFI #179 - Lighting Control

SCOPE OF WORK:

Per RFI #179 - Provide additional circuits for the lighting.

P & C COSTS	AMOUNT
<i>Indirect Costs</i>	\$0
<i>Labor Costs (inc burden)</i>	\$0
<i>Material Costs</i>	\$0
<i>Equipment Costs</i>	\$0

P&C TOTAL \$0

SUBCONTRACTOR COSTS	AMOUNT
Frahler Electric	\$960

SUBCONTRACTOR TOTAL \$960

SUBTOTAL \$960

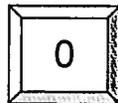
Insurance and Bonds \$17

SUBTOTAL \$977

Contractor Fee \$41

TOTAL COST \$1,017

ADDITIONAL DAYS



- Yes** *Additional backup is attached to further define scope and/or costs listed above*
- No** *If accepted, this PR will be charged towards the contingency*
- Yes** *If accepted, this PR will result in an increase in the GMP*

OWNER REP APPROVAL: _____

DATE: _____

ARCHITECT APPROVAL: _____

DATE: _____



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POTENTIAL CHANGE ORDER (PCO)

PROJECT: *Tualatin Public Library & Office Addition*
P&C Job # 06069

DATE: 3/14/2008
PREPARED BY: *Mark K*

PCO No. 139 PCO Title: **RFI #181 - Electrical Revisions for Shelving**

SCOPE OF WORK:

Per RFI #181 - Two duplex outlets receptacles were added with a feed from circuit 10c as well as some other minor revisions.

P & C COSTS	AMOUNT
<i>Indirect Costs</i>	\$0
<i>Labor Costs (inc burden)</i>	\$0
<i>Material Costs</i>	\$0
<i>Equipment Costs</i>	\$0

P&C TOTAL \$0

SUBCONTRACTOR COSTS	AMOUNT
Frahler Electric	\$503

SUBCONTRACTOR TOTAL \$503

SUBTOTAL \$503

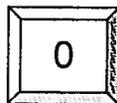
Insurance and Bonds \$9

SUBTOTAL \$512

Contractor Fee \$21

TOTAL COST \$533

ADDITIONAL DAYS



- Yes** *Additional backup is attached to further define scope and/or costs listed above*
- No** *If accepted, this PR will be charged towards the contingency*
- Yes** *If accepted, this PR will result in an increase in the GMP*

OWNER REP APPROVAL: _____

DATE: _____

ARCHITECT APPROVAL: _____

DATE: _____



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POTENTIAL CHANGE ORDER (PCO)

PROJECT: *Tualatin Public Library & Office Addition*
P&C Job # *06069*

DATE: *3/18/2008*
PREPARED BY: *Mark K*

PCO No. **140** PCO Title: **PR-25 - Revise 24' Vode fixture for artwork**

SCOPE OF WORK:

Per PR-25 - A tack board is deleted from the childrens room. The specified 24' Vode fixture is being changed to (3) 8' fixtures. The center 8' section is being relocated to high on the wall to light artwork.

P & C COSTS	AMOUNT
<i>Indirect Costs</i>	\$0
<i>Labor Costs (inc burden)</i>	\$0
<i>Material Costs</i>	\$0
<i>Equipment Costs</i>	\$0

P&C TOTAL \$0

SUBCONTRACTOR COSTS

SUBCONTRACTOR COSTS	AMOUNT
Frahler Electric	\$2,661
Architextures	(\$190) Tack board install - the fabric has already been purchased.

SUBCONTRACTOR TOTAL \$2,471

SUBTOTAL \$2,471

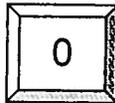
Insurance and Bonds \$43

SUBTOTAL \$2,514

Contractor Fee \$104

TOTAL COST \$2,619

ADDITIONAL DAYS



- Yes** *Additional backup is attached to further define scope and/or costs listed above*
- No** *If accepted, this PR will be charged towards the contingency*
- Yes** *If accepted, this PR will result in an increase in the GMP*

OWNER REP APPROVAL: _____

DATE: _____

ARCHITECT APPROVAL: _____

DATE: _____



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POTENTIAL CHANGE ORDER (PCO)

PROJECT: *Tualatin Public Library & Office Addition*
P&C Job # 06069

DATE: 3/18/2008
PREPARED BY: *Mark K*

PCO No. 148 PCO Title: PR-26 - Move lighting for artwork

SCOPE OF WORK:

Per PR-26 - raise the mounting height for type WS 15D. The rough in had already been installed per the contract documents so the added cost is to revise the rough in.

P & C COSTS	AMOUNT
<i>Indirect Costs</i>	\$0
<i>Labor Costs (inc burden)</i>	\$0
<i>Material Costs</i>	\$0
<i>Equipment Costs</i>	\$0

P&C TOTAL \$0

SUBCONTRACTOR COSTS	AMOUNT
Frahler Electric	\$260

SUBCONTRACTOR TOTAL \$260

SUBTOTAL \$260

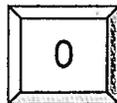
Insurance and Bonds \$5

SUBTOTAL \$265

Contractor Fee \$11

TOTAL COST \$276

ADDITIONAL DAYS



- Yes** *Additional backup is attached to further define scope and/or costs listed above*
- No** *If accepted, this PR will be charged towards the contingency*
- Yes** *If accepted, this PR will result in an increase in the GMP*

OWNER REP APPROVAL: _____

DATE: _____

ARCHITECT APPROVAL: _____

DATE: _____



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POTENTIAL CHANGE ORDER (PCO)

PROJECT: *Tualatin Public Library & Office Addition*
P&C Job # 06069

DATE: 3/14/2008
PREPARED BY: Mark K

PCO No. 149 PCO Title: PR-24 Add FC & FT fixtures

SCOPE OF WORK:

Per PR-24 - Add 2 Vode Fixtures to light signage.

P & C COSTS	AMOUNT
<i>Indirect Costs</i>	\$0
<i>Labor Costs (inc burden)</i>	\$0
<i>Material Costs</i>	\$0
<i>Equipment Costs</i>	\$0

P&C TOTAL \$0

SUBCONTRACTOR COSTS	AMOUNT
Frahler Electric	\$3,530

SUBCONTRACTOR TOTAL \$3,530

SUBTOTAL \$3,530

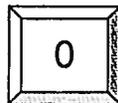
Insurance and Bonds \$62

SUBTOTAL \$3,592

Contractor Fee \$149

TOTAL COST \$3,741

ADDITIONAL DAYS



- Yes** Additional backup is attached to further define scope and/or costs listed above
- No** If accepted, this PR will be charged towards the contingency
- Yes** If accepted, this PR will result in an increase in the GMP

OWNER REP APPROVAL: _____

DATE: _____

ARCHITECT APPROVAL: _____

DATE: _____



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POTENTIAL CHANGE ORDER (PCO)

PROJECT: *Tualatin Public Library & Office Addition*
P&C Job # 06069

DATE: 3/11/2008
PREPARED BY: Mark K

PCO No. 150 A PCO Title: **Fireline Relocation after a leak was detected**

SCOPE OF WORK:

The fireline was installed under the access road several months ago. At the time of the install, it was tested and passed. When the temporary fireline was disconnected, the city asked for the line to be re-tested. It was determined that the line now leaked under the access road. The city did not want to dig up the access road. The line under the road was a mix of new restrained pipe and existing unrestrained pipe. After several meetings, it was decided to tap an existing line along Martinazzi and run into the riser room. The total cost was \$10,860. It was agreed to be a 3 way equal split between Valley Pacific, construction contingency, and the GMP for a total of \$3620 each.

P & C COSTS	AMOUNT
<i>Indirect Costs</i>	\$0
<i>Labor Costs (inc burden)</i>	\$0
<i>Material Costs</i>	\$0
<i>Equipment Costs</i>	\$0

P&C TOTAL \$0

SUBCONTRACTOR COSTS	AMOUNT	<i>GMP</i>
Valley Pacific	\$3,620	<i>Contingency portion</i>

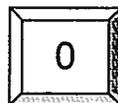
SUBCONTRACTOR TOTAL \$3,620

SUBTOTAL \$3,620
Insurance and Bonds \$0

SUBTOTAL \$3,620
Contractor Fee \$0

TOTAL COST \$3,620

ADDITIONAL DAYS



- Yes** Additional backup is attached to further define scope and/or costs listed above
- No** If accepted, this PR will be charged towards the contingency
- Yes** If accepted, this PR will result in an increase in the GMP

OWNER REP APPROVAL: _____ DATE: _____

ARCHITECT APPROVAL: _____ DATE: _____



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POTENTIAL CHANGE ORDER (PCO)

PROJECT: *Tualatin Public Library & Office Addition*
P&C Job # 06069

DATE: 3/6/2008
PREPARED BY: Mark K

PCO No. 152 PCO Title: **PCO #50 & #69 - Double up**

SCOPE OF WORK:

There was a minor mix up on CO#1 and CO#2. CO#1 included PCO #50 for PR-08 for a total add of \$2549. CO#2 included PCO#69 for PR-08 for a total of \$2549. These are the same item, just a different PCO so this was charged twice. The PCO below is to credit one of them back.

P & C COSTS	AMOUNT
<i>Indirect Costs</i>	\$0
<i>Labor Costs (inc burden)</i>	\$0
<i>Material Costs</i>	\$0
<i>Equipment Costs</i>	\$0

P&C TOTAL \$0

SUBCONTRACTOR COSTS	AMOUNT
PCO #69	(\$2,549)

SUBCONTRACTOR TOTAL (\$2,549)

SUBTOTAL (\$2,549)

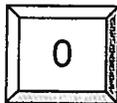
Insurance and Bonds \$0

SUBTOTAL (\$2,549)

Contractor Fee \$0

TOTAL COST (\$2,549)

ADDITIONAL DAYS



- Yes** *Additional backup is attached to further define scope and/or costs listed above*
- No** *If accepted, this PR will be charged towards the contingency*
- Yes** *If accepted, this PR will result in an increase in the GMP*

OWNER REP APPROVAL: _____

DATE: _____

ARCHITECT APPROVAL: _____

DATE: _____



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POTENTIAL CHANGE ORDER (PCO)

PROJECT: *Tualatin Public Library & Office Addition*
P&C Job # 06069

DATE: 3/18/2008
PREPARED BY: Mark K

PCO No. 155 PCO Title: PR-28 Add track lighting for art

SCOPE OF WORK:

Per PR-28 - add track light, wiring, and controls to add light into the top of the lobby display case. This also requires the top of the display case to be cut out to allow the track to be set into the casework.

P & C COSTS	AMOUNT
<i>Indirect Costs</i>	\$0
<i>Labor Costs (inc burden)</i>	\$0
<i>Material Costs</i>	\$0
<i>Equipment Costs</i>	\$0

P&C TOTAL \$0

SUBCONTRACTOR COSTS	AMOUNT
Frahler Electric	\$3,096
McCarthy Manufacturing	\$55

SUBCONTRACTOR TOTAL \$3,151

SUBTOTAL \$3,151

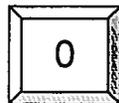
Insurance and Bonds \$55

SUBTOTAL \$3,206

Contractor Fee \$133

TOTAL COST \$3,339

ADDITIONAL DAYS



- Yes** *Additional backup is attached to further define scope and/or costs listed above*
- No** *If accepted, this PR will be charged towards the contingency*
- Yes** *If accepted, this PR will result in an increase in the GMP*

OWNER REP APPROVAL: _____

DATE: _____

ARCHITECT APPROVAL: _____

DATE: _____



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POTENTIAL CHANGE ORDER (PCO)

PROJECT: *Tualatin Public Library & Office Addition*
P&C Job # 06069

DATE: 3/18/2008
PREPARED BY: Mark K

PCO No. 157 PCO Title: RFI #137 - add aluminum end caps

SCOPE OF WORK:

Per RFI #137 - add aluminum end caps to walls where they butt into storefront mullions.

P & C COSTS	AMOUNT
<i>Indirect Costs</i>	\$0
<i>Labor Costs (inc burden)</i>	\$0
<i>Material Costs</i>	\$0
<i>Equipment Costs</i>	\$0

P&C TOTAL \$0

SUBCONTRACTOR COSTS	AMOUNT
PCI	\$540

SUBCONTRACTOR TOTAL \$540

SUBTOTAL \$540

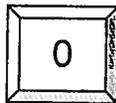
Insurance and Bonds \$9

SUBTOTAL \$549

Contractor Fee \$23

TOTAL COST \$572

ADDITIONAL DAYS



- Yes** Additional backup is attached to further define scope and/or costs listed above
- No** If accepted, this PR will be charged towards the contingency
- Yes** If accepted, this PR will result in an increase in the GMP

OWNER REP APPROVAL: _____

DATE: _____

ARCHITECT APPROVAL: _____

DATE: _____



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POTENTIAL CHANGE ORDER (PCO)

PROJECT: *Tualatin Public Library & Office Addition*
P&C Job # 06069

DATE: *3/18/2008*
PREPARED BY: *Mark K*

PCO No. **158** PCO Title: **RFI #182 - Added control joints**

SCOPE OF WORK:

Per RFI #182 - severla control joints were added to the hearth ring soffits above and beyond the industry standard minimum which PCI was required to provide in their bid.

P & C COSTS	AMOUNT
<i>Indirect Costs</i>	\$0
<i>Labor Costs (inc burden)</i>	\$0
<i>Material Costs</i>	\$0
<i>Equipment Costs</i>	\$0

P&C TOTAL \$0

SUBCONTRACTOR COSTS	AMOUNT
PCI	\$620

SUBCONTRACTOR TOTAL \$620

SUBTOTAL \$620

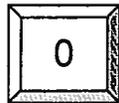
Insurance and Bonds \$11

SUBTOTAL \$631

Contractor Fee \$26

TOTAL COST \$657

ADDITIONAL DAYS



- Yes** *Additional backup is attached to further define scope and/or costs listed above*
- No** *If accepted, this PR will be charged towards the contingency*
- Yes** *If accepted, this PR will result in an increase in the GMP*

OWNER REP APPROVAL: _____

DATE: _____

ARCHITECT APPROVAL: _____

DATE: _____



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POTENTIAL CHANGE ORDER (PCO)

PROJECT: *Tualatin Public Library & Office Addition*
P&C Job # *06069*

DATE: *3/25/2008*
PREPARED BY: *Mark K*

PCO No. **159** PCO Title: **PR-29 - Revise plant species**

SCOPE OF WORK:

Per PR-29 - Revised the specified "Abelia Edward Goucher" for "Nandina Domestica Umqua Chief" The quantities (32 ea) and size (5 gallon) remains the same.

P & C COSTS	AMOUNT
<i>Indirect Costs</i>	<i>\$0</i>
<i>Labor Costs (inc burden)</i>	<i>\$0</i>
<i>Material Costs</i>	<i>\$0</i>
<i>Equipment Costs</i>	<i>\$0</i>

P&C TOTAL \$0

SUBCONTRACTOR COSTS	AMOUNT
<i>Green Art</i>	<i>\$288</i>

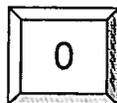
SUBCONTRACTOR TOTAL \$288

SUBTOTAL \$288
Insurance and Bonds \$5

SUBTOTAL \$293
Contractor Fee \$12

TOTAL COST \$305

ADDITIONAL DAYS



- Yes** *Additional backup is attached to further define scope and/or costs listed above*
- No** *If accepted, this PCO will be charged towards the contingency*
- Yes** *If accepted, this PCO will result in an increase in the GMP*

OWNER REP APPROVAL: _____

DATE: _____

ARCHITECT APPROVAL: _____

DATE: _____