



**TUALATIN CITY COUNCIL
AND
TUALATIN DEVELOPMENT COMMISSION**
Monday, September 8, 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 18878 SW Martinazzi Avenue, and are also on file in the Office of the City Manager for public inspection. Any person who has any question concerning any agenda item may call Administration at 503.691.3011 to make an inquiry concerning the nature of the item described on the agenda.

In compliance with the Americans With Disabilities Act, if you need special assistance to participate in this meeting, you should contact Administration at 503.691.3011 (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. Swearing-In of New Police Officers – Justin Sardone & Guadalupe (Tony) Villa – *postponed*
2. New Employee Introductions – Diane Alcibar, Christian Carnahan & Amber Quinn [*not present*] Library
3. Tualatin Youth Advisory Council Update

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.

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E. PUBLIC HEARINGS – Legislative or Other
None.

F. PUBLIC HEARINGS – Quasi-Judicial

1. Conditional Use Permit (CUP-08-03) for the Northwest Regional Education Service48
District (NWRES D) Early Intervention Center as a School Use in a Light
Manufacturing (ML) Planning District at 19500 SW 90th Court

G. GENERAL BUSINESS

1. Resolution No. 4825-08 Setting Solid Waste and Recycling Rates and Services142
Inside the City of Tualatin and Rescinding Resolution
No. 4405-05 [*amended*]

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



STAFF REPORT

CITY OF TUALATIN

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager *SL*

FROM: Doug Rux, Community Development Director *DR*
Eric Underwood, Development Coordinator *EU*

DATE: September 8, 2008

SUBJECT: RESOLUTION APPROVING AN AGREEMENT WITH THE TUALATIN DEVELOPMENT COMMISSION FOR PROJECT MANAGEMENT FOR THE SW HERMAN ROAD PROJECT

ISSUE BEFORE THE COUNCIL:

Whether the Tualatin City Council ("Council") should adopt a resolution authorizing an agreement with the Tualatin Development Commission for project management for the SW Herman Road project.

RECOMMENDATION:

Staff recommends that the Council adopt the attached resolution.

EXECUTIVE SUMMARY:

- This action is not a public hearing.
- This is a request of the Council to authorize an agreement that allows the Tualatin Development Commission ("Commission") to manage the construction phase of the SW Herman Road Project.
- The Fiscal Year 07/08 and 08/09 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 SW 124th Avenue.
- This public improvement project is funded by the Commission from SW 108th Avenue to SW 124th Avenue. The City is funding improvements from SW Teton Avenue to SW 108th Avenue.

- The project construction is broken down into three separate phases deemed Schedule A, Schedule B and Schedule C, which are described as follows:
 - **Schedule A** (West of SW 108th Avenue to SW 124th Avenue) – Payments will be made by the Commission from the Leveton Tax Increment Project Fund.
 - **Schedule B** (East of SW 108th to southwest corner of Airefco, Inc.) – Payments will be made by the City from the Operations Road Utility Fee Fund.
 - **Schedule C** (SW Teton and SW Herman Road Intersection) – Payments will be made by the City from the Engineering Department's Road Development Fund.
- 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.
- Management of all Schedules of the construction phase includes:
 - Bidding of the project.
 - Maintaining construction records.
 - Managing accounts.
 - Inspections
 - Coordination with contractors and other various parties.
 - Other requirements as needed.
- The Commission and the City entered into an agreement on October 25, 2006 for the design element of the Project incorporating the area from the City Operations Department to SW 124th Avenue.
- The project has expanded since that agreement to include improvements to the SW Teton Avenue intersection deemed Schedule C.
- There are no criteria to apply to this request.

OUTCOMES OF DECISION:

Approval of the request to authorize an agreement for project management of the construction phase of the SW Herman Road Project will result in the following:

1. Enabling the Commission to manage all schedules of the construction phase of the project.
2. Providing efficiencies by centralizing the project management role.
3. Ensuring the completion of the project within the proposed timeline.
4. Ensuring that urban renewal funds are not expended outside the district boundary for Schedules B and C.

Denial of the request to authorize an agreement for the construction phase of the SW Herman Road Project will result in the following:

1. Separating the project management role between the City and the Commission.
2. Providing for less project management efficiencies as a result of decentralizing the project management role.

ALTERNATIVES TO RECOMMENDATION:

Alternatives evaluated to authorizing an agreement for the construction phase of the SW Herman Road Project are as follows:

1. Maintain separate project management roles between the City and Commission during construction.
2. Bid the project separately.
 - a. Commission bid for its portion of SW Herman Road construction.
 - b. City bid for its portion of SW Herman Road construction.

FINANCIAL IMPLICATIONS:

Funds have been budgeted in the Fiscal Year 08/09 to cover construction and inspections of this project.

PUBLIC INVOLVEMENT:

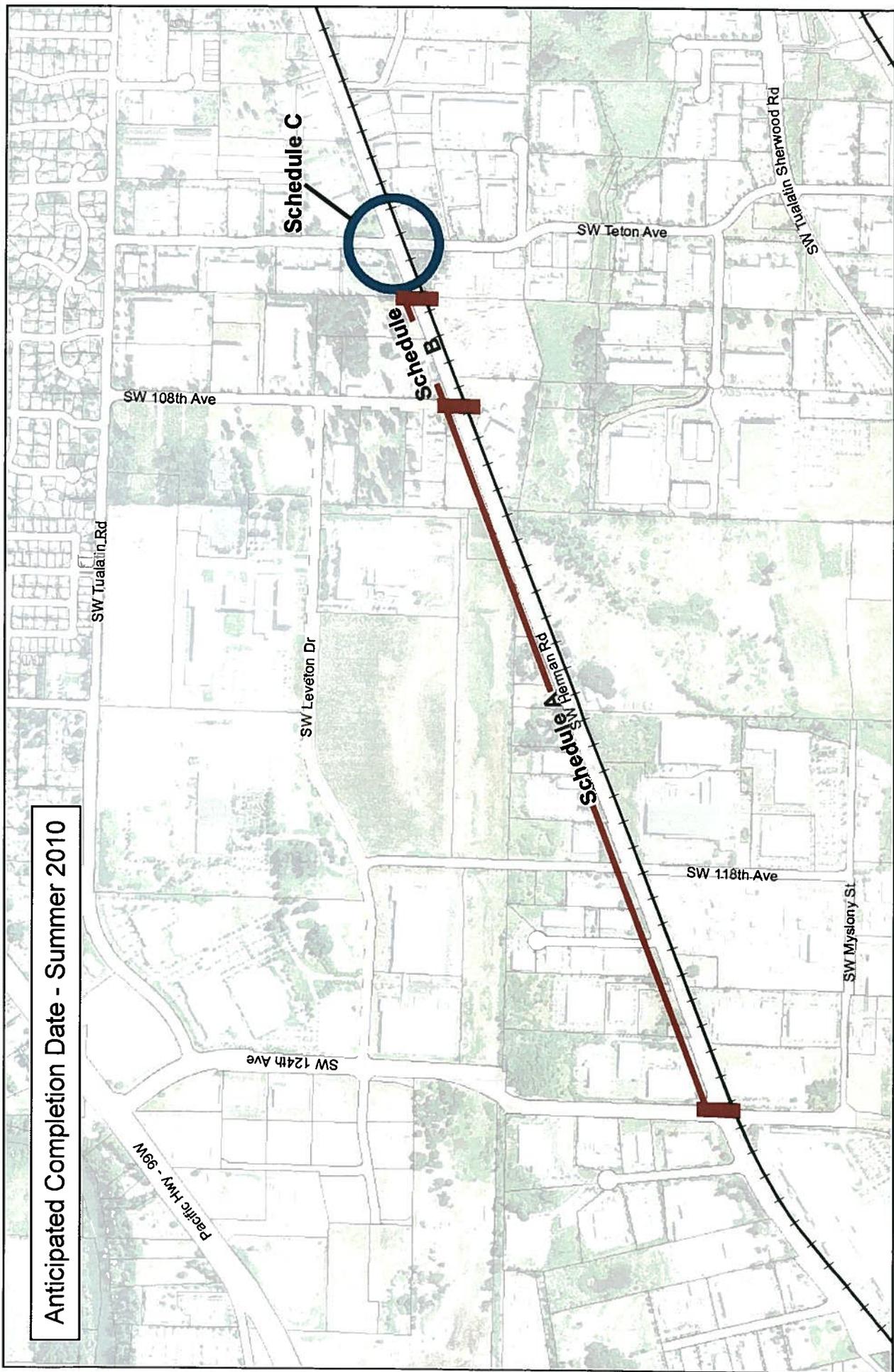
No public involvement is required as part of this process.

- Attachments:**
- A. Map
 - B. Resolution with exhibits

Herman Road Improvement Project: Construction Schedules



Anticipated Completion Date - Summer 2010



This map is derived from various digital data sources. While an attempt has been made to provide an accurate map, the City of Tualatin, OR assumes no responsibility or liability for any errors or omissions. This map is provided "as is". Engineering and Building Dept. Project 081272008



RF 1:10,000

Construction Detour Route

RESOLUTION NO. 4822-08

RESOLUTION APPROVING AN AGREEMENT WITH THE
TUALATIN DEVELOPMENT COMMISSION FOR PROJECT
MANAGEMENT FOR THE SW HERMAN ROAD PROJECT

WHEREAS the City of Tualatin and the Tualatin Development Commission, the urban renewal agency of the City of Tualatin, wish to construct improvements to SW Herman Road from SW 124th Avenue to SW Teton Avenue in the City of Tualatin (the "Herman Road Project"); and

WHEREAS a part of the Herman Road Project is related to road improvements to be funded by the Commission and a part is related to road improvements to be funded by the City; and

WHEREAS the City has sufficient funds for the construction of the road improvements to be funded by the City.

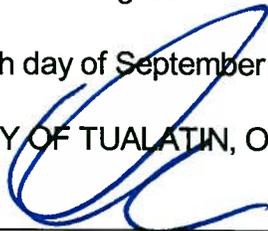
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TUALATIN, OREGON, that:

Section 1. The agreement between the City of Tualatin and the Tualatin Development Commission attached as Exhibit A is approved, and

Section 2. The Mayor is authorized to execute the agreement.

INTRODUCED AND ADOPTED this 8th day of September 2008.

CITY OF TUALATIN, Oregon

By 

Mayor

APPROVED AS TO LEGAL FORM



CITY ATTORNEY

ATTEST:

By 

City Recorder

**CITY of TUALATIN
and
TUALATIN DEVELOPMENT COMMISSION
SW Herman Road Project**

THIS AGREEMENT is entered into as of the date first indicated on the signature page by and between the City of Tualatin ("City") and the Tualatin Development Commission, the Urban Renewal Agency of the City of Tualatin ("Commission").

Recitals

Whereas, the Commission and the City wish to construct improvements to SW Herman Road from SW 124th Avenue to SW Teton Avenue in the City of Tualatin (the "Project"); and

Whereas, a part of the Project is related to road improvements to be funded by the Commission and a part is related to road improvements to be funded by the City; and

Whereas, the Commission and the City entered into an agreement on October 25, 2006 for the design element of the Project incorporating the area from the City Operations Department to SW 124th Avenue, and

Whereas, the project scope has expanded from the time of the initial agreement between the Commission and the City to include SW Teton Avenue Intersection, and

Whereas, the City has sufficient funds for the construction of the road improvements to be funded by the City.

Now, therefore, the parties agree as follows:

- A. Project Management.** The Project will be managed and bid entirely by the Commission. Payments for construction will be made separately according to Schedules A, B, and C. Management will include but is not limited to:
- Bidding of the project.
 - Maintaining construction records.
 - Managing accounts.
 - Inspections
 - Coordination with contractors and various parties.
 - Other requirements as needed.

Exhibit A

B. Project Construction and Payment. The Project construction is broken down into three separate phases deemed Schedule A, Schedule B and Schedule C, which are described as follows:

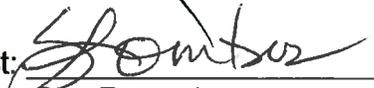
1. **Schedule A** (West of SW 108th Avenue to SW 124th Avenue) – Payments will be made by the Commission from the Leveton Tax Increment Project Fund.
2. **Schedule B** (East of SW 108th to southwest corner of Airefco, Inc.) – Payments will be made by the City from the Operations Road Utility Fee Fund.
3. **Schedule C** (SW Teton and SW Herman Road Intersection) – Payments will be made by the City from the Engineering Road Development Fund.

C. Accounts. The Commission shall make construction records and accounts available to the City at any time.

APPROVED AND ENTERED into this 8th day of September, 2008.

City of Tualatin, Oregon

By: _____
Mayor

Attest:  _____
City Recorder

Tualatin Development Commission

By:  _____
Chairman

Attest:  _____
Administrator

Approved as to legal form:


City Attorney



Approved By Tualatin City Council
Date 9-8-08
Recording Secretary [Signature]

STAFF REPORT CITY OF TUALATIN

TO: Honorable Mayor and Members of the City Council

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

FROM: Daniel J. Boss, Operations Director *[Signature]*
Ernie Rode, Street/Sewer/Storm Division Supervisor

DATE: September 8, 2008

SUBJECT: RESOLUTION AWARDING THE STREET SWEEPING
CONTRACT TO GREAT WESTERN SWEEPING, INC. UNDER
A COOPERATIVE PURCHASING PROCESS

ISSUE BEFORE THE COUNCIL:

Whether to award the street sweeping contract for the City of Tualatin to Great Western Sweeping, Inc.

RECOMMENDATION:

Staff recommends that the City Council award the street sweeping contract to Great Western Sweeping, Inc., and authorize the Mayor to sign.

EXECUTIVE SUMMARY:

Oregon public contracting laws require cities to award certain public contracts by going through a competitive bid process, or by "piggy-backing" on to another public agency's contract that was competitively bid, and specifically allows other agencies to "piggy-back".

The City of Woodburn went through the competitive bid process recently, awarding its contract to Great Western Sweeping, Inc., its lowest responsible bidder, on July 14, 2008. Woodburn's contract specifically provides that other agencies may "piggy-back" onto it. Given that this bid process was so recently completed, staff is of the opinion that Tualatin would not obtain a lower rate if it went through a separate bid process.

Great Western Sweeping has the current contract for street sweeping services in Tualatin. This contract terminated on September 7, 2008.

Great Western provides monthly street sweeping services for all roadways within the city, as well as debris removal, emergency spill response, and, as needed, special sweeps due to adverse weather conditions, etc. They provide sweeping twice a month at all city offices and public parking lots in the downtown Core Area, including the Police Department parking lot.

Great Western Sweeping meets all requirements and specifications of the Clean Water Services Stormwater Management Plan.

The proposed contract would extend their services through September 7, 2011, with a possible two-year extension at that time. There will be no service level changes with the proposed contract.

Great Western Sweeping, Inc., has provided outstanding customer service; detailed, quality work; and a dependable, professional product during their current contract with the City of Tualatin.

FINANCIAL IMPLICATIONS:

The cost of the contract for street sweeping will be \$162,000, which has been budgeted in the Operations Department, Street Division Budget; \$3,450 to sweep the Core Area parking lots and is budgeted in the Core Area Budget; and \$4,500 to sweep city buildings and parks lots and is budgeted in the General Fund, Building Maintenance Division.

- Attachments: A. Resolution
 B. Street Sweeping Contract

RESOLUTION NO. 4823-08

RESOLUTION AWARDING THE STREET SWEEPING CONTRACT TO GREAT WESTERN SWEEPING, INC., UNDER A COOPERATIVE PURCHASING PROCESS

WHEREAS the City of Tualatin needs street sweeping services provided by a company with particular training, ability, knowledge, and experience; and

WHEREAS public contracts for such services must comply with Oregon competitive bid laws, ORS chapter 279C, which require public entities to obtain bids through a competitive process or by "piggy-backing" on another governmental agency's contract which went through a competitive bidding process; and

WHEREAS the City of Woodburn went through such a competitive process for street sweeping in its city and awarded the contract to the lowest responsible bidder, Great Western Sweeping, Inc., on July 14, 2008; and

WHEREAS the street sweeping contract between Woodburn and Great Western provides that other local public agencies may purchase specified services directly from Great Western Sweeping under the terms and conditions of the Woodburn contract; and

WHEREAS Council accepts the terms in the City of Woodburn contract; and

WHEREAS the City Council has determined that Great Western Sweeping, Inc. is qualified and capable of performing the professional services as required, under those terms and conditions set forth and amended for Tualatin:

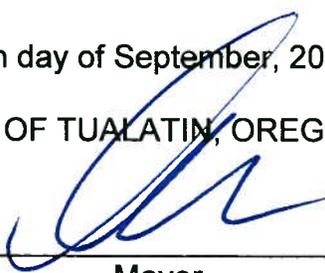
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TUALATIN, OREGON, that:

Section 1. The Mayor and City Recorder are authorized to execute the agreement awarding the street sweeping contract to Great Western Sweeping, Inc.

INTRODUCED AND ADOPTED this 8th day of September, 2008.

CITY OF TUALATIN, OREGON

By



Mayor

APPROVED AS TO LEGAL FORM



CITY ATTORNEY

ATTEST:

By



City Recorder

Resolution No. 4823-08

CITY OF TUALATIN, OREGON,
CONTRACT FOR
STREET SWEEPING SERVICES

THIS AGREEMENT, made and entered in this 8th day of September, 2008, by the CITY OF TUALATIN, a municipal corporation of the State of Oregon ("City"), and Great Western Sweeping, Inc. ("Contractor").

WITNESSETH

WHEREAS City has need for the services of a company with particular training, ability, knowledge, and experience possessed by Contractor; and

WHEREAS Contractor was awarded the street sweeping contract by the City of Woodburn ("Woodburn"), after soliciting bids as required by the State of Oregon public contracting laws; and

WHEREAS the street sweeping contract between Woodburn and Contractor provides that other local public agencies may purchase specified services directly from Contractor under the terms and conditions of the Woodburn contract; and

WHEREAS the City has reviewed the Woodburn contract and agrees with its terms; and

WHEREAS the City has determined that Great Western Sweeping, Inc., is qualified and capable of performing the professional services that City does hereinafter require, under those terms and conditions set forth:

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. All references in the Woodburn contract to the Woodburn City Council, City Manager, city staff, and city departments shall be interpreted to refer to the corresponding City of Tualatin Council, City Manager, staff, and departments.
2. City will provide Contractor with a "Schedule A" that corresponds to the City of Tualatin streets and requirements.
3. Contractor shall provide a certificate of insurance with the same insurance coverage required by Woodburn, but that names the City of Tualatin, its officers, agents, and employees as additional insureds on the policy.
4. Except as specifically modified in this agreement, the terms and conditions of the Woodburn contract are incorporated into this agreement.
5. SERVICES TO BE PROVIDED:

Contractor shall initiate services immediately upon receipt of the City's notice to proceed, together with an executed copy of this agreement. Contractor agrees to

complete work, which is detailed in Woodburn's Bid Documents and, by this reference, made a part hereof.

6. EFFECTIVE DATE AND DURATION:

This agreement shall become effective upon the date of execution and shall expire, unless otherwise terminated or extended, on September 7, 2011. All work under this agreement shall be completed prior to the expiration of this agreement.

7. COMPENSATION:

City agrees to pay Contractor for the performance of those services described herein, which payment shall be based upon the following applicable terms:

- a. City agrees to pay Contractor \$118.00 per hour for the air sweeper.
- b. City agrees to pay Contractor \$118.00 per hour for the mechanical sweeper.
- c. City agrees to pay Contractor \$80.00 per hour for the water truck.
- d. City agrees to pay Contractor \$24.00 per dumpster yard for disposal of debris.
- e. City agrees to pay Contractor \$55.00 per hour for detail work of city lots.

Payment by the City shall release City from any further obligation for payment for that period to Contractor. Payment shall not be considered acceptance or approval of any work or waiver of any defects therein by the City.

Funds necessary for compensation under this paragraph are subject to the action of the Tualatin City Council to appropriate the necessary funds in succeeding fiscal years.

This contract is "piggy-backed" from the City of Woodburn 2008 street sweeping contract.

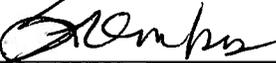
ENTERED INTO this 8th day of September, 2008.

CITY OF TUALATIN, OREGON

By 

Mayor

ATTEST:

By 

City Recorder

Approved as to legal form:



City Attorney



Approved By Tualatin City Council
Date 9-8-08
Recording Secretary M. Smith

STAFF REPORT CITY OF TUALATIN

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager *SL*

FROM: Daniel J. Boss, Operations Director *DJB*

DATE: September 8, 2008

SUBJECT: OREGON DEPARTMENT OF FORESTRY INCIDENT
MANAGEMENT TEAM SHADOW PROGRAM
MEMORANDUM OF UNDERSTANDING

ISSUE BEFORE THE COUNCIL:

Does Council want city staff to participate in the Oregon Department of Forestry Incident Management Team Shadow Program.

RECOMMENDATION:

Staff recommends that Council authorize the Mayor to sign the attached Memorandum of Understanding for the City of Tualatin to participate in the Incident Management Team Shadow Program with the Oregon Department of Forestry.

EXECUTIVE SUMMARY:

The Oregon Department of Forestry (ODF) deploys Incident Management Teams (IMTs) to large wildland fires almost every summer. Over the years, ODF has allowed local agencies to send trained Incident Command staff to ODF fires to shadow an ODF IMT. Most local agencies do not activate their IMTs every year. Some, like Tualatin, can go years between real activations. The Team Shadow Program gives local agencies the opportunity to work with a large IMT in action for up to five days. This provides local agencies real-time training to improve skills and see how other agencies manage a large emergency.

FINANCIAL IMPLICATIONS: No direct cost to be part of the program. We do pay our labor costs while employees are deployed and any expenses to and from the location.

Attachment: Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING
OREGON DEPARTMENT OF FORESTRY
INCIDENT MANAGEMENT TEAM SHADOW PROGRAM

PARTICIPANTS

THIS Memorandum of Understanding (“MOU”) is executed by the Oregon Department of Forestry (“ODF”) and local government agencies within Clackamas, Columbia, Multnomah, and Washington counties in the state of Oregon (“participating agencies”), pursuant to authority granted in Oregon Revised Statutes (ORS) Chapters 190 and 477-526. In this MOU, ODF and the participating agencies are referred to collectively as the “parties” and each individually as a “party.”

PURPOSE

The purpose of this MOU is to describe ODF’s forest fire Incident Management Team “shadow” program, outline the process for participating agency personnel to participate in the program, and define ODF and participating agency commitments and understandings related to program management.

RECITALS

ODF regularly deploys Incident Management Teams to forest fire incidents in Oregon;

ODF’s Incident Management Teams consist of highly trained and experienced personnel that can fill Incident Command System (ICS) command and general staff positions at forest fire incidents;

ODF sees value in allowing participating agency personnel to observe the work of their Incident Management Teams at forest fire incidents and has established a “shadow” program for this purpose;

The ODF shadow program permits participating agency personnel who have been trained to at least the ICS 200 level and who have current incident management responsibilities to observe (i.e., shadow) ODF’s Incident Management Teams for a period of up to five days;

Participating agencies see value in allowing appropriate staff to shadow ODF Incident Management Teams to increase their knowledge and understanding of ICS practices and structure;

ODF and participating agencies agree that it is mutually beneficial to enter into an MOU to outline the manner in which personnel from participating agencies shadow ODF Incident Management Teams at forest fire incidents.

Now, therefore, the parties hereby agree as follows:

ODF COMMITMENTS AND UNDERSTANDINGS

1. ODF will notify the primary or alternate point of contact identified by the participating agencies whenever ODF determines that a forest fire incident provides a shadow opportunity, and will determine the number of and identify the specific ICS positions available for shadowing.
2. ODF will seek to provide a work environment where participating agency personnel can observe and benefit from exposure to ICS operations.
3. ODF will provide food for participating agency personnel assigned to shadow positions on the same schedule as meals are provided for ODF's employees.
4. ODF will loan personal protective clothing (i.e., Nomex) to any participating agency personnel transported by helicopter or exposed to fire line operations while assigned to a shadow position.
5. ODF will provide incident scene transportation to any participating agency personnel while assigned to a shadow position.

PARTICIPATING AGENCY COMMITMENTS AND UNDERSTANDINGS

1. Collectively, the participating agencies will designate a primary and alternate point of contact to organize shadow program activities on their behalf, receive mobilization notices from ODF, and coordinate efforts to fill shadow positions.
2. The participating agencies understand the following with regard to personnel identified by them for shadow assignments:
 - A. Participating agency personnel must have been trained to at least the ICS 200 level, have completed additional training and/or experience related to the position to be shadowed, and have a current incident management responsibility;
 - B. Participating agency personnel will be expected to integrate with ODF personnel and work a minimum of eight hours per day in the capacity assigned;
 - C. Participating agency personnel will work and live in a fire camp environment and are responsible for providing their own bedding and personal hygiene supplies;
 - D. Transportation for participating agency personnel to and from the fire camp location as well as lodging en route is the responsibility of the participating agency or the participating agency personnel;
 - E. Participating agency personnel will remain employees of their respective jurisdictions and be subject to their jurisdiction's pay, discipline, and other

personnel policies. Participating agency personnel will not be employees of ODF, and neither the participating agency personnel nor the participating agency will receive compensation from ODF.

- F. Participating agency personnel will be responsible for returning any loaned equipment. If loaned equipment is not returned, the participating agencies will be responsible for reimbursing ODF for the cost of the equipment.
3. Each of the participating agencies will adopt policies or procedures implementing the shadow program and outlining agency and personnel requirements and expectations.

OTHER PROVISIONS

1. This MOU may be terminated by written notice by ODF or any of the participating agencies at any time except during an active assignment. Termination by one participating agency does not cause a termination of this MOU for the other participating agencies. This MOU shall be in continuous effect from its effective date until terminated pursuant to this paragraph.
2. If not otherwise terminated by ODF for all participating agencies, this MOU will be reviewed every five years beginning the date of initial adoption by any participating agency. Such review will be initiated by ODF and be coordinated for the participating agencies by the designated primary point of contact.
3. Subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution, Article XI, Section 7, ODF shall defend, indemnify, and hold harmless the participating agencies and their officers, agents and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever arising from the acts or omissions of ODF, its officers, employees or agents acting within the scope of their employment and duties in performance of this MOU provided, however, that ODF shall not be required to indemnify the participating agencies for any such liability arising out of the acts of the participating agencies, their officers, employees or agents.
4. Likewise, the participating agencies shall defend, indemnify, and hold harmless ODF, its officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever arising from the acts or omissions of the participating agencies, their officers, agents, or employees acting within the scope of their employment and duties in performance of this MOU subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution, Article XI, Section 10 for participating agencies within the state of Oregon, provided, however, that the participating agencies shall not be required to indemnify ODF for any such liability arising out of the acts of ODF, its officers, employees or agents.

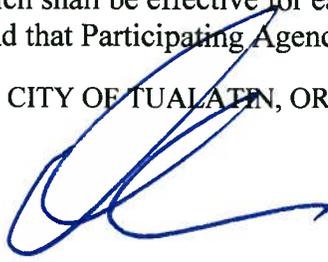
5. Nothing in this agreement shall be deemed to limit the right of any party to make a claim against another party for damages or injuries incurred by one party as a result of the actions of the other party's officers, agents, and employees.
6. Each party shall be solely liable for third party claims arising from the actions of that party's officers, agents or employees.
7. Each party shall give the others immediate written notice in the event of any action or suit filed or any claim made that is in any way related to this MOU.
8. Each party shall be solely liable for its employees' workers' compensation claims, regardless of which party is exercising supervision and control when the claim arises.

IN WITNESS WHEREOF, ODF and the participating agencies have executed this Memorandum of Understanding, which shall be effective for each Participating Agency as of the date signed by both ODF and that Participating Agency.

STATE OF OREGON

CITY OF TUALATIN, OREGON

Department of Forestry



Fire Operations Manager

Mayor

9-8-08

Date

Date

APPROVED AS TO LEGAL FORM


CITY ATTORNEY



Approved By Tualatin City Council

Date 9-8-08

Recording Secretary M. Smith

STAFF REPORT CITY OF TUALATIN

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager *SL*

FROM: Michael A. McKillip, City Engineer *McK*

DATE: September 8, 2008

SUBJECT: RENAMING SW OTTOWA STREET, SW WARM SPRINGS STREET, SW TONKA STREET, SW 119TH AVENUE, AN UNNAMED STREET, QUARRY ACCESS ROAD, AND PORTIONS OF SW LEVETON DRIVE, SW 118TH AVENUE, AND SW 124TH AVENUE

ISSUE BEFORE THE COUNCIL:

This staff report initiates the street renaming process. This is a housekeeping item to correct the spelling of one street name, officially name seven unnamed streets, and rename one street

RECOMMENDATION:

Staff recommends Council accept this recommendation to rename

- SW Ottawa Street
- SW Warm Springs Street
- SW Tonka Street
- SW 119th Avenue
- An unnamed street
- Quarry Access Road

and rename portions of

- SW Leveton Drive
- SW 118th Avenue
- SW 124th Avenue

and the City Recorder be directed to give notice of the public hearing for September 22, 2008.

EXECUTIVE SUMMARY:

This is not a public hearing.

- The proposed street renamings are a housekeeping item to get the official street names to match up with the commonly used street names.
- The proposed street renamings are needed to match up the legal street names with the addresses assigned to structures along the street and with the street name signs currently installed.
- Streets can be named on a subdivision, condo or partition plat that is recorded at a county survey office. When the City constructs a new street without a plat being recorded, it is necessary to follow ORS 227.120 to rename the new unnamed streets. This has not always happened and this staff report will initiate the renaming process on several existing streets.
- ORS 227.120 requires the Council to first recommend the renaming of any existing street. After the Council recommendation, a notice of public hearing will be published in *The Oregonian*.
- The proposed changes include:
 1. Rename SW Ottowa Street in the Imperial Estates subdivision (platted in 1983) to **SW Ottawa Street** (to match the portion of street in the Sandhurst subdivision, platted in 1977).
 2. Rename an unnamed street, between Martinazzi Avenue and Boones Ferry Road, **SW Warm Springs Street** (constructed by City in 1984 but not named).
 3. Rename the unnamed street, between Warm Springs Street and the southerly boundary of Tonka Street, **SW Tonka Street** (constructed by City in 1984 but not named). Ordinance #84C renamed Tualatin Avenue SE to SW Tonka Street; the street at that time extended easterly from Boones Ferry Road to the property where the old barn sits (8250 SW Tonka St).
 4. Rename an unnamed street, between Herman Road and the northerly boundary of cul-de-sac right-of-way, **SW 119th Avenue** (developer started constructed in 1985, City authorized stop signs in 1990).
 5. Rename an unnamed street, between Cipole Road and the westerly boundary of the Herman Road Business Center subdivision, **SW Cummins Street** (this right-of-way is currently unimproved).
 6. Rename Quarry Access Road, in the Herman Road Business Center subdivision, to **SW Cummins Street** (this right-of-way is currently unimproved).
 7. Rename a portion of an unnamed street, between 108th Avenue and the easterly boundary of the Leveton Business Campus subdivision, **SW Leveton Drive** (constructed by City in 1990 but not named).

8. Rename a portion of an unnamed street, between Herman Road and the southerly boundary of Partition #1993-098, **SW 118th Avenue** (constructed by City in 1990 but not named).
9. Rename a portion of an unnamed street, between the southerly boundary of Partition #1993-098 and Herman Road, **SW 124th Avenue** (Washington County transferred jurisdiction of this unnamed section by R&O #85-233).

FINANCIAL IMPLICATIONS:

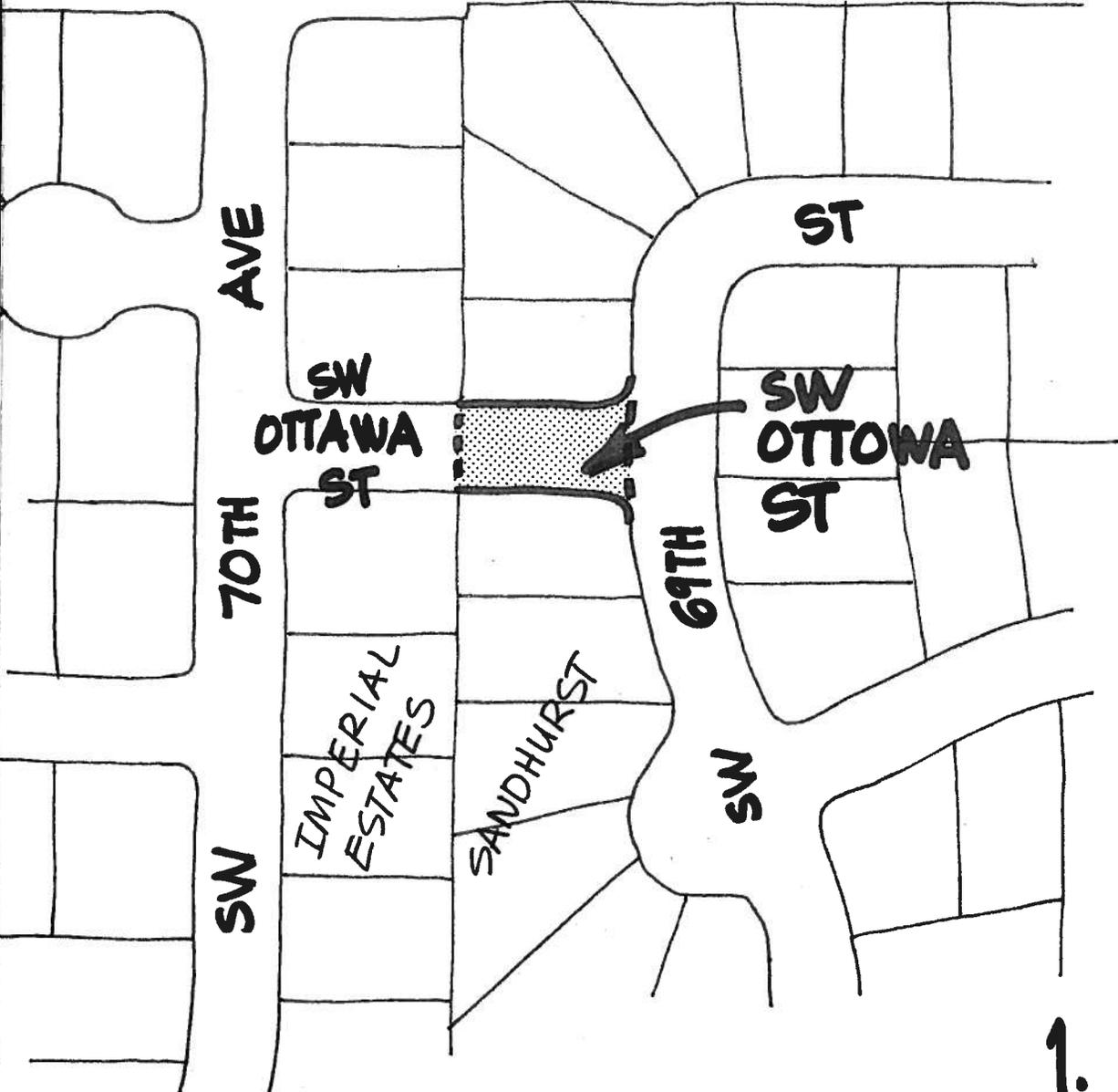
The Publication of Notice will be published once in *The Oregonian*. The cost of publication is approximately \$300.

Attachments: A. Maps

↑
North

N.T.S.

SW SAGERT ST



AVE

70TH

SW

SW OTTOWA ST

IMPERIAL ESTATES

SANDHURST

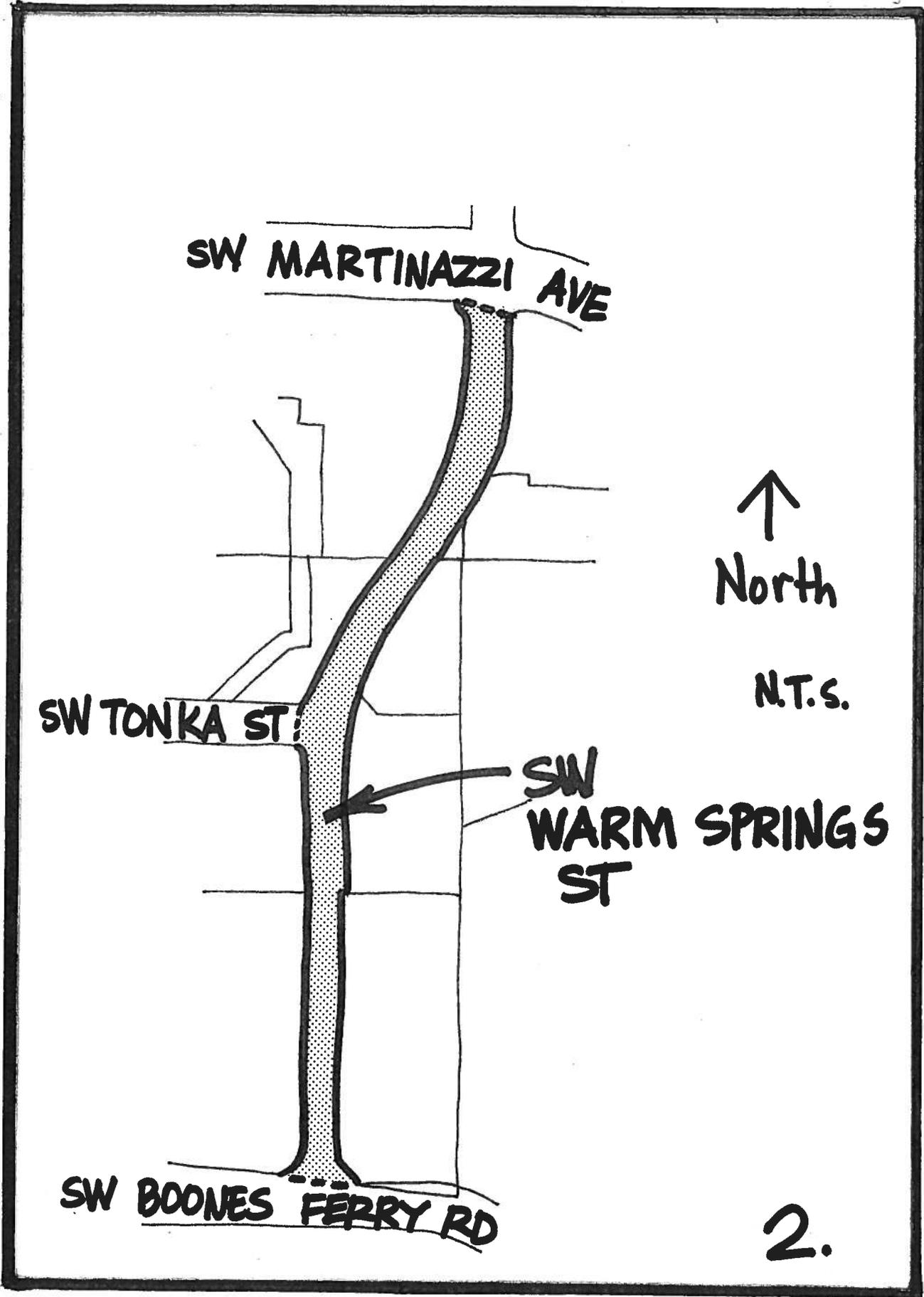
69TH

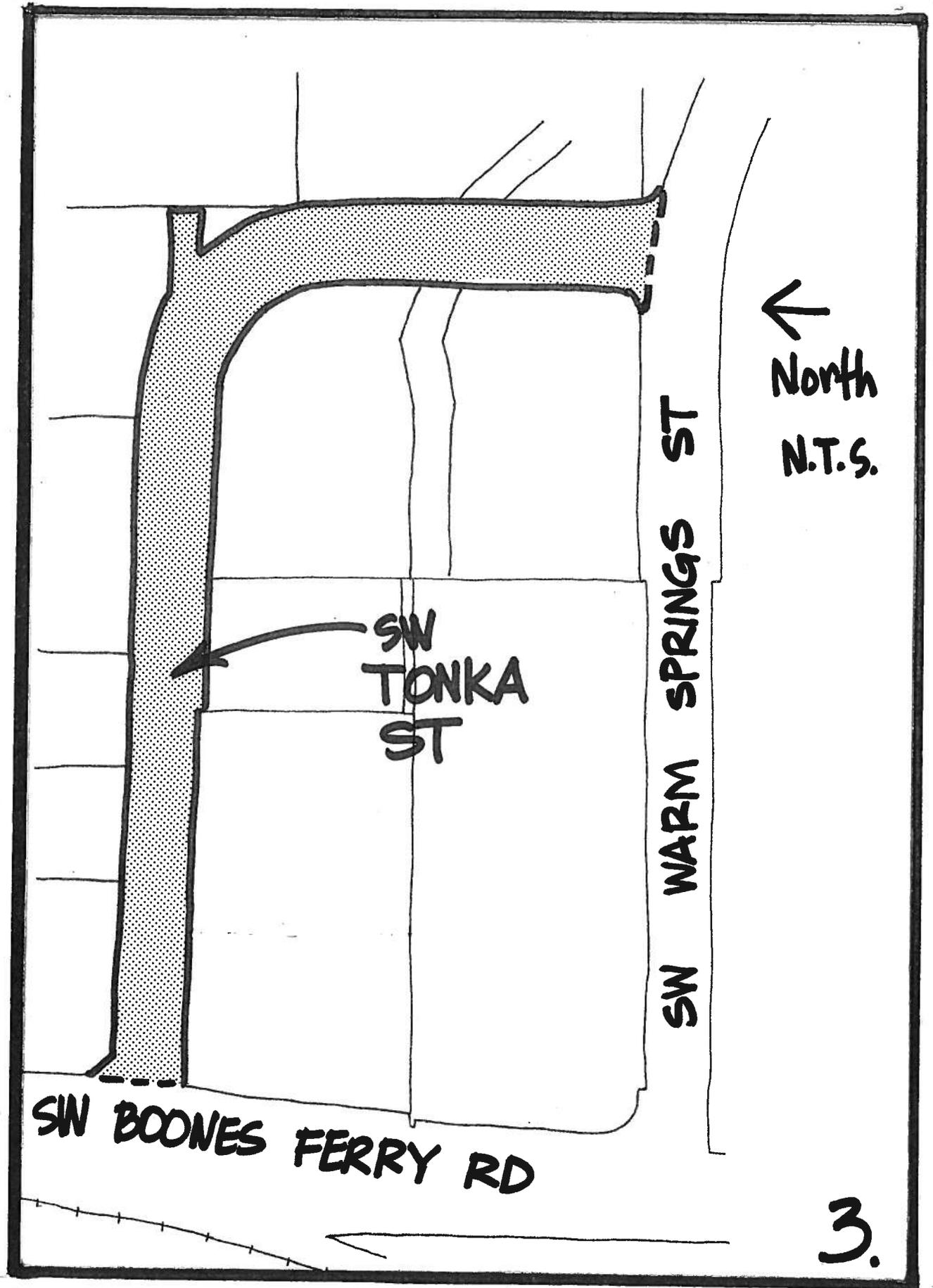
ST

SW OTTOWA ST

SW

1.





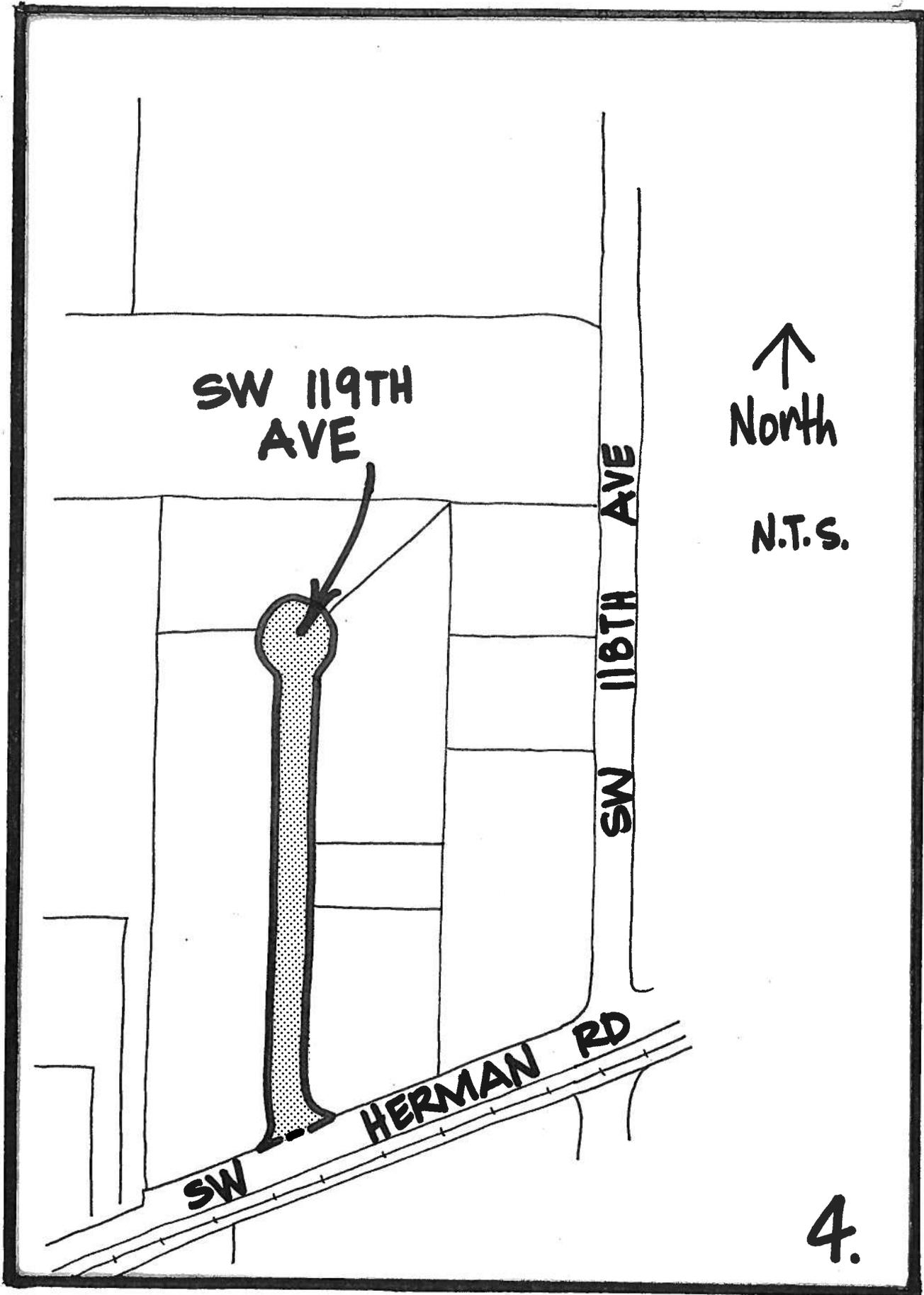
←
North
N.T.S.

SW
TONKA
ST

SW WARM SPRINGS ST

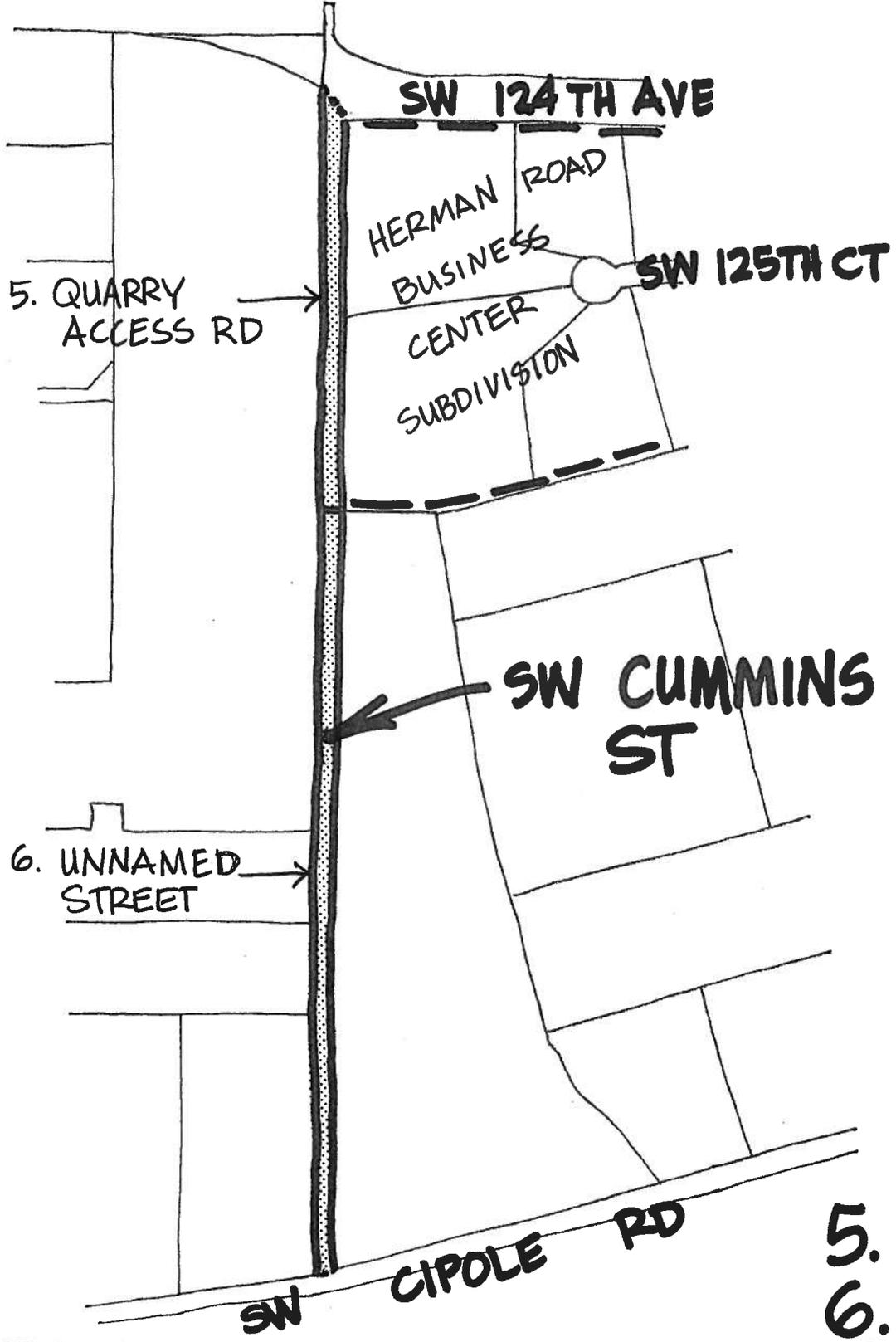
SW BOONES FERRY RD

3.



4.

← NORTH N.T.S.



5.
6.

SW 108TH AVE

←
NORTH

N.T.S.

← SW
LEVETON
DR

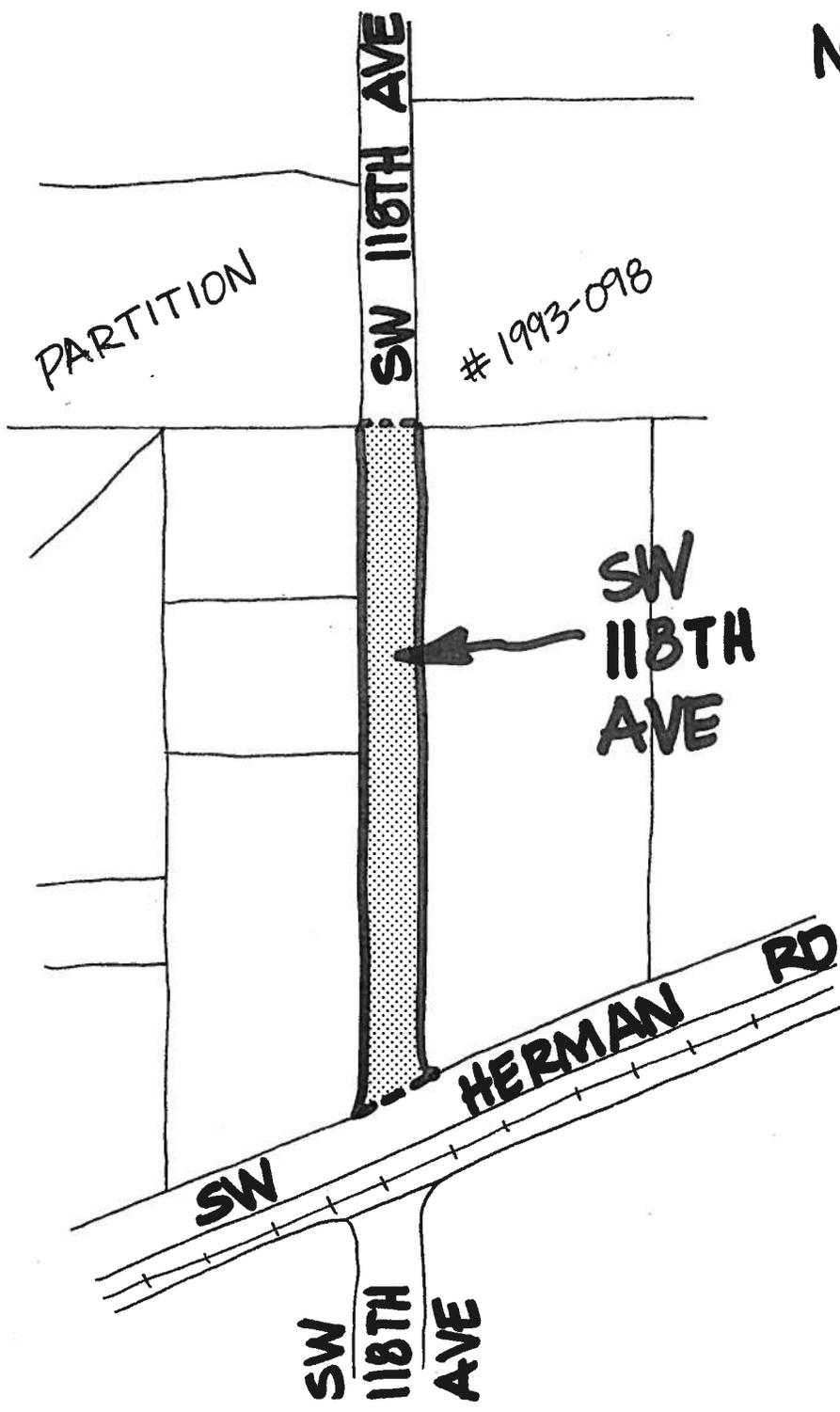
SW 118TH
AVE

LEVETON
BUSINESS
CAMPUS
SUBDIVISION

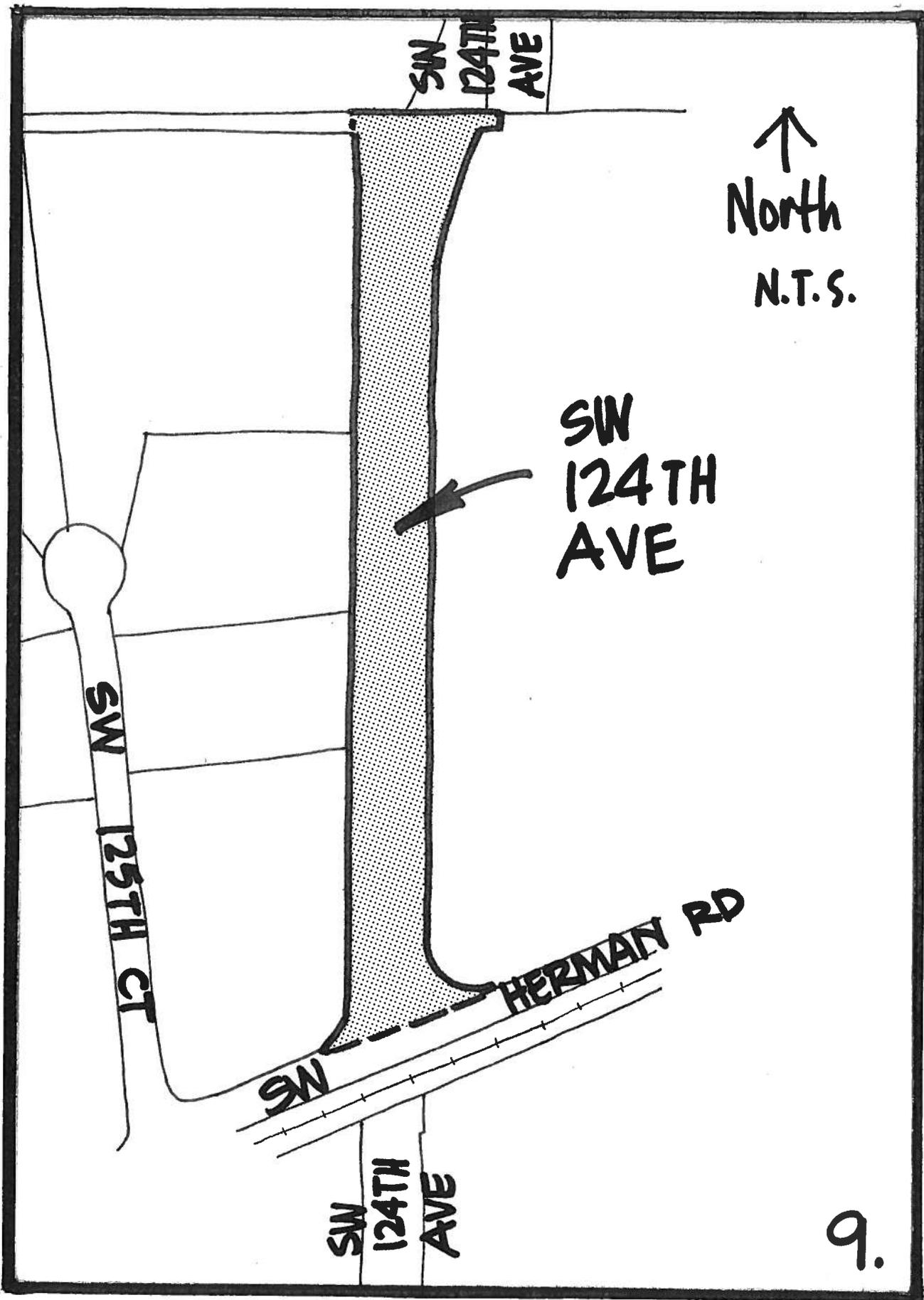
7.

↑
NORTH

N.T.S.



8.



↑
North
N.T.S.

SW
124TH
AVE

SW
125TH
CT

HERMAN RD

SW
124TH
AVE

9.



STAFF REPORT CITY OF TUALATIN

Approved By Tualatin City Council

Date

9-8-08

Recording Secretary

[Signature]

TO: Honorable Mayor and Members of the City Council

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

FROM: Michael A. McKillip, City Engineer *[Signature]*

DATE: September 8, 2008

SUBJECT: A RESOLUTION AMENDING THE INTERGOVERNMENTAL AGREEMENT WITH THE WILLAMETTE RIVER WATER COALITION

ISSUE BEFORE THE COUNCIL:

The Willamette River Water Coalition (WRWC) is requesting changes to the existing Intergovernmental Agreement (IGA) with Tualatin Valley Water District and the cities of Sherwood, Tigard and Tualatin.

RECOMMENDATION:

Staff recommends Council authorize the Mayor and City Recorder to sign the attached amended agreement, or one that is substantially the same as the attached agreement.

EXECUTIVE SUMMARY:

Tualatin originally entered into this IGA as the Willamette Water Supply Agency (WWSA); the IGA has been amended twice before. This amended IGA makes the following changes to the existing IGA:

- Clarify the current members and remove the references to entities that are no longer members.
- Clarify the water rights reserved for Sherwood and Tigard.
- Clarify that once the participation in a project is fixed, then adding additional participants is at the discretion of the member doing the project.
- Corrects terminology to be consistent in the IGA.

Tigard, Sherwood and Tualatin Valley Water District are also reviewing this agreement. There may be minor changes as a result of this review. If there are major changes as determined by the City Manager, City Engineer and City Attorney, the agreement will come back to Council.

FINANCIAL IMPLICATIONS:

There is no financial implication.

Attachment: 1. Resolution
 2. Amended IGA

RESOLUTION NO. 4824-08

A RESOLUTION AMENDING THE INTERGOVERNMENTAL AGREEMENT
WITH THE WILLAMETTE RIVER WATER COALITION

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

WHEREAS Tualatin is a member of the Willamette River Water Coalition; and

WHEREAS the members of the Willamette River Water Coalition have agreed that
amendments to the Intergovernmental Agreement are necessary; and

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

Section 1. The Mayor and City Recorder are authorized to sign the amended
Willamette River Water Coalition Intergovernmental Agreement or one approved by the
City Manager, City Engineer and City Attorney as having no significant changes.

INTRODUCED AND ADOPTED this 8th day of September, 2008.

CITY OF TUALATIN, OREGON

By  _____
Mayor

Attest:  _____
City Recorder

APPROVED AS TO LEGAL FORM


CITY ATTORNEY

Resolution No. 4824-08

**FIRST RESTATED INTERGOVERNMENTAL COOPERATIVE AGREEMENT
CREATING THE WILLAMETTE RIVER WATER COALITION**

THIS FIRST RESTATED INTERGOVERNMENTAL COOPERATIVE AGREEMENT is entered into by and between the following Members: Tualatin Valley Water District, a Domestic Water Supply District formed under Chapter 264 (“TVWD”), the City of Sherwood, a municipal corporation (“SHERWOOD”), the City of Tigard, a municipal corporation (“TIGARD”) and the City of Tualatin, a municipal corporation (“TUALATIN”).

RECITALS:

A. WHEREAS, the Members hereto have the authority to enter into this Agreement pursuant to their respective principal acts, charters, and ORS 190.003 *et seq.*; and

B. WHEREAS, some Members may desire to develop and use the Willamette River prior to broader application of that water throughout the metropolitan region and that the Members hereto presently or in the near future will have water supply needs that could be met by the Willamette River and it may be the most economic, efficient, and available source; and

C. WHEREAS, these Members created the Willamette River Water Coalition (“WRWC”) under ORS Chapter 190 to study their local water demands and jointly evaluate water quality and the use of existing permitted rights and future rights and areas of usage; and being fully advised,

NOW, THEREFORE, the Members hereto agree as follows:

SECTION 1. WILLAMETTE RIVER WATER COALITION

1.1 WRWC. There is hereby continued the Willamette River Water Coalition (“WRWC”). The Members of WRWC shall number four (4). The governing body of each Member shall appoint one (1) Board Representative. Each Board Representative shall have one vote. Board Representatives of WRWC shall serve at the pleasure of their respective appointing bodies. The addition of new Members shall require the consent of a two-thirds majority of existing Members.

1.2 General Powers and Duties. WRWC shall have the following powers:

1.2.1 To adopt such bylaws, rules, regulations, and policies as it deems necessary in furtherance of the purposes of this Agreement;

1.2.2 To study the best method to develop water sources on the Willamette River. Scope of work for specific tasks or projects/project governance and monetary responsibilities shall be negotiated on a case by case basis which

may be by addendum to this Agreement;

- 1.2.3 To perform and exercise pursuant to the Charter or principal Acts of the Members or by Section 190.003 through 190.250 of the Oregon Revised Statutes, all powers pursuant to applicable charter, ordinance, or state or federal law which are necessary to efficiently and effectively develop water sources.;
- 1.2.4 To receive and hold existing water rights and to develop water rights on the Willamette River, and all actions necessary to preserve and protect them, to take all action necessary to design, permit, construct and operate, maintain and replace water intakes, treatment, storage, transmission and distribution facilities, equipment, and rolling stock as agreed (“the System”);
- 1.2.5 To issue, sell or otherwise dispose of bonds, securities, or other forms of indebtedness, including the power to issue revenue bonds under ORS 288.805 to 288.945;
- 1.2.6 To sell water, adopt system development charges and engage in rate making pursuant to state and federal law as authorized by the Members;
- 1.2.7 To purchase, own, hold, appropriate, and condemn land, facilities, rights of way either in its own name or in the name of the individual Members hereto to develop Willamette River rights.
- 1.2.8 To provide support to other entities involved in efforts to improve the health of the Willamette watershed.

1.3 **Duration.** Subject to Section 3 of this Agreement dealing with termination or withdrawal, the duration of this Agreement shall be perpetual.

1.4 **Meetings; Manner of Acting.** Meetings of WRWC shall be conducted in accordance with the provisions of the Oregon Public Meeting Law, Oregon Revised Statutes Section 192.610 *et seq.* The majority of the Board Representatives shall constitute a quorum for the transaction of business and if only a quorum is present, a majority of those present shall be necessary to decide any issue except financial matters or new membership. Any decision of WRWC seeking financing or other financial obligation, or other forms of indebtedness, shall require an affirmative vote of the governing body of each Member that will financially participate in any project. A WRWC Board Representative may bind his/her entity without governing body approval if the amount in question is within his/her delegated contracting authority.

1.5 **Officers.** Annually, at the beginning of each fiscal year, the Board Representatives shall elect a Chair and Vice-Chair who shall be officers of WRWC who shall serve a term of one (1) year. The WRWC Board shall also appoint a Secretary who need not be a Board Representative

of WRWC who shall be responsible for WRWC's records and shall keep a record of all WRWC proceedings. Officers shall serve at the pleasure of WRWC or until their successors shall be appointed and take office.

1.6 Budgeting, Accounting, Audits. WRWC shall annually prepare a work plan and an estimate for the next fiscal year and distribute it to the Members by February 1 of each year. This work plan shall be referred to as general administrative. It is anticipated that each Member shall budget its own staff and funds for costs or provision of in-kind services as necessary.

Each Member's apportioned share of the general administration expenses shall be determined by the following formula: one half of the total administrative costs for the fiscal year shall be divided evenly among the WRWC membership, the second half of the total administrative costs for the fiscal year will be divided among the WRWC membership according to their percentage share of the total number of water meters served by the Members of the WRWC as of December 31 of the preceding fiscal year. WRWC shall maintain financial reports showing its expenditures and receipts by category item for each transaction through the last working day of the preceding calendar month. If necessary, WRWC shall cause an independent audit to be performed and completed by a certified public accountant in accordance with ORS 297.405 *et seq.*, within six (6) months following the end of each fiscal year.

For subsequent projects, for improvements and facilities, each Member's apportioned share of the expenses shall be estimated and set forth in addenda to this agreement detailing the scope of work to be performed, participants and ownership, and the amounts so estimated shall be budgeted and appropriated by the participants in accordance with local budget law.

SECTION 2. SURFACE WATER RIGHTS & FACILITIES.

2.1 Delegation of Powers. The functions of source management and water treatment may be performed by WRWC, pursuant to subsequent agreements authorized by the Members. Transmission and storage shall be performed by the Members using those facilities. It is the primary intent and purpose of this Agreement to allow the individual Members to develop information, participate in the study and negotiate relevant agreements regarding implementation of recommendations to design, construct, finance, own and operate facilities within their respective boundaries. WRWC may contract with any Member or other person or entity regarding performance of services. WRWC and each individual Member shall define the scope of individual Member contributions or individual efforts.

2.2 Water Right. The permitted surface water right to the Willamette River is held by WRWC (130 mgd) as WRD Permit No. 49240, (hereafter "Existing Right"). WRWC shall exclusively own and manage the resources subject to this Agreement.

2.3 Allocation of Water and Diversion Point. WRWC and its Members shall each have a duty of good faith and fair dealing with each other and commitment to reasonably allocate the Willamette River water and manage the System according to an individual Member's needs,

considering that Member's:

- 2.3.1 Capital contribution determined as land is acquired, facilities are constructed or cash is contributed;
- 2.3.2 Demand forecast for a rolling 20-year time period;
- 2.3.3 Other factors as agreed by separate addenda or written agreements.

2.4 Administration of Water Rights. WRWC shall have the full authority to modify, combine or abandon rights and permits and seek new sources through new permits or contracting for stored water for municipal and industrial needs as the Members approve.

SECTION 3. CAPITAL CONTRIBUTIONS.

3.1 Assets. Without limitation, the Existing Right shall be employed in the System. Future agreements or addenda will identify other assets and how they are to be accounted for under this Agreement.

3.2 Effect of Membership. Each Member's annual contribution towards General Administration shall entitle it to Member status and each Member shall own an undivided interest in the System as reflected, which shall be adjusted by capital contributions over time as set forth in addenda or by separate written agreement. If membership status is maintained, then each Member will have the right to equity participation in the construction of new or expanded facilities as they are proposed, have an option to purchase an interest in new or expanded facilities at future times, and/or to be a wholesale customer.

SECTION 4. OPERATION AND MAINTENANCE.

4.1 Generally. At such time that facilities are constructed, unless otherwise agreed in writing by the Members financially participating in the facility, the System shall be operated and maintained by WRWC. WRWC may contract with Members or others to provide daily management of all or a portion of the System. Operation and maintenance will be determined at that time by the Members who are equity participants through subsequent agreement or addendum.

SECTION 5. CONSTRUCTION OF FACILITIES.

5.1 Proposal to Construct. If any Member should desire to construct, expand or modify the System as now or hereafter configured, including the siting of a plant at one of the designated diversion points of 2.3 or at another location on the Willamette River, it shall notify WRWC and the other Members in writing of the proposed construction, expansion or modification needs ("Project"). WRWC shall have 90 days in which to determine whether to participate in the proposed Project. The notification shall include cost estimates and a reasonably detailed

description of the proposed Project. The Members, within 90 days, shall notify the WRWC of their acceptance or rejection of participation and cost shares shall be allocated. If notice of acceptance is not received within 90 days, the proposed Project shall be deemed rejected by the Members failing to respond.

Once the participation in a Project is fixed, then a nonparticipating Member shall have no further opportunity to participate unless the Participating Member(s) consent and upon such terms as they determine in their sole discretion. If there is a material change in the nature or scope of the Project, the Participating Member(s) shall notify the other nonparticipating Members specifying the changes. Within 30 days of notice, the nonparticipating Members may give notice of intent to participate or they may decline. They may also object if the changes to the original Project impair the ability of the System to serve the other Members or significantly increase the cost of usage as described in Section 5.2. Objections shall be referred to dispute resolution.

5.2 Individual Rights. Facilities constructed shall be in the name of WRWC but decision making shall be by the participating Members as set forth in a project agreement. If WRWC elects not to construct, expand or modify as proposed by an individual Member or Members, then by separate written agreement or addenda any Member or Members may proceed with the proposed Project if the Members of WRWC likely to be served by that diversion point or facility approve the technical aspects of the proposal to ensure the Project will not be inconsistent with future compatibility with individual Members' systems. If the proposal is found inconsistent or incompatible, the Member(s) may use its own water rights held outside this agreement. Under all circumstances, no such Project shall impair the ability of the System to serve the other Members or significantly increase the cost of usage to the other Members unless the Member(s) undertaking the project agrees to pay the increased unit costs to WRWC or the Members which have declined to participate in the expansion. If the Members likely to be served by the diversion point or facility do not approve use of the Existing Right, then the individual Member may use other water outside this agreement or use the termination provision of Section 7. The Members agree that absent termination, only WRWC may apply for water rights to the Willamette River.

The Members recognize that SHERWOOD has acquired a five (5mgd) interest in the Wilsonville Water Treatment Facility and has a current project to construct transmission facilities to deliver 20 mgd to its service territory. This current Project requires no further process or approval under this Agreement, notwithstanding Section 5.1 and this section.

5.3 TIGARD. In consideration of and upon the abandonment of TIGARD's 1995 permit application to appropriate 40 cfs, the Members of WRWC hereby allocate 40 cfs of the Existing Right to TIGARD.

5.4 SHERWOOD. Five (5) mgd (7.75 cfs) of the Existing Right has been allocated for use by SHERWOOD based upon its current capacity ownership in the Wilsonville Water Treatment Facility. SHERWOOD plans to obtain up to 20 mgd from the Willamette River through the Wilsonville Water Treatment Facility based upon its demand forecast and is building transmission capacity to deliver 20 mgd. The Members agree that SHERWOOD's allocation of the

Existing Right shall be increased to 31 cfs to equal 20 mgd.

5.5 Regulatory Matters. All Members served by a facility shall share proportionately in the cost if expansion or modification is necessary to meet regulatory requirements, unless subsequent agreement or addenda provides otherwise.

SECTION 6. SALE OF WATER TO OTHER ENTITIES.

6.1 WRWC. The Members agree that the Willamette River water rights now existing or hereafter acquired are for regional application. The Members agree to work in good faith to accommodate other users on an ownership, wholesale, mutual aid or emergency basis. Subject to paragraph 6.2, WRWC or its Members shall have the power to sell water to other non-member entities at prices determined from time to time by WRWC.

6.2 Proceeds of Sales. The proceeds attributable to the sale of water to a non-Member entity shall be paid to WRWC. Any distribution of these proceeds shall be as the Members agree after expenses and costs of debt service, construction, operation and maintenance are met.

6.3 Transmission Line Charges. Sales to any non-Member entity which may require transmission through lines may be subject to a transmission line charge to be established by the affected Member. Charges for use of transmission lines shall be collected by WRWC from the user and paid to the Member who owns the transmission line.

6.4 Other Charges. Other charges may be established by WRWC as necessary and agreed by the Members.

SECTION 7. TERMINATION.

7.1 Notice of Election. Any Member may elect to terminate this Agreement and withdraw from WRWC by giving written notice of its desire to WRWC and other Members on or before April 1. Notwithstanding the date of notice, withdrawal shall be effective on July 1 immediately following the notice. Upon the effective date of withdrawal, unless otherwise agreed by the withdrawing Member and WRWC, that Member shall immediately cease membership in WRWC. The withdrawing Member shall continue to pay its share of, or be responsible for, any previously incurred joint debt, and shall hold harmless the remaining Members for those financial responsibilities and obligations attributable to the withdrawing Member.

7.1.1 If WRWC, after receiving the notice of termination, desires to purchase the terminating interest in the System, it shall notify the terminating Member in writing of its desire to purchase the terminating Member's interest at lesser of market value or depreciated book value. Such notice shall be given within 60 days of receipt of the notice of termination.

7.1.2 If WRWC declines, then the one or more remaining Members may give

notice within 60 days after notice of WRWC's decline of that Member's intent to purchase as provided herein. Unless otherwise agreed in writing, the purchase shall be purchased equally among the buying Members and their capital accounts shall be adjusted accordingly.

- 7.1.3 The price to be paid, whether determined by mutual agreement or arbitration, shall be paid to the terminating Member in full within 12 months following the date of termination set forth in the notice of intent to terminate. If the other Member fails to pay the purchase price within 12 months of the date of termination and if the Members are unable to agree upon a mutually acceptable payment schedule, then the terminating Member shall have the right to sell its portion of the facility to any other non-Member entity approved by a majority of the governing boards or councils from the remaining Members.
- 7.1.4 In the event that the WRWC or the remaining Members fail to purchase the interest of the terminating Member within the 12-month period, or in the event the WRWC or the remaining Member(s) decline to purchase its interest, then the terminating Member's rights and duties shall be those specified in this Agreement until a sale is made to some other entity or some other mutually agreeable disposition is made and the original non-Member shall remain responsible for all terms and conditions of this Agreement.
- 7.1.5 Notwithstanding anything to the contrary, because TVWD contributed the Existing Right, no withdrawing Member shall be compensated for the value of the Existing Right except TVWD. If TVWD decides to withdraw from WRWC, it may:
 - a) leave the entire Existing Right with WRWC and WRWC shall purchase the right as appraised along with the entities' other assets. However, 40 cfs shall not be valued as part of this appraisal and purchased because it is allocated to TIGARD in consideration of and upon TIGARD'S relinquishment of its 1995 permit application, and 31 cfs (20mgd) of SHERWOOD's allocated ownership of capacity at the Wilsonville Water Treatment Facility shall not be valued as part of this appraisal and purchased because it is allocated to SHERWOOD to fulfill SHERWOOD's expectation that 20 mgd of its demand will come from the Willamette River Source; or
 - b) leave the allocated portion of the Existing Right which will be valued and purchased by WRWC and take the unused remainder back to its sole ownership. However, 40 cfs shall not be valued as part of this appraisal and shall be included in the portion left in WRWC as it is allocated to TIGARD in consideration of and upon

TIGARD's relinquishment of the 1995 permit application and 31 cfs (20 mgd) shall not be valued as part of this appraisal and purchased because it is allocated to SHERWOOD to fulfill SHERWOOD's expectation that 20 mgd of its demand will come from the Willamette River Source;

c) TVWD may leave the Existing Right to WRWC without compensation.

7.1.6 The Members agree that TIGARD shall have a firm right to 40 cfs of the Existing Right in consideration of and upon its abandonment of its 1995 permit application.

7.1.7. The Members agree that SHERWOOD shall have a firm right to 31 cfs (20mgd) of the Existing Right in consideration of SHERWOOD's ownership in the Wilsonville Water Treatment Facility, in its construction and ownership of transmission capacity and in its demand forecast that 20 mgd will be supplied from the Willamette River Source.

7.1.8 The Members agree to cooperate to execute all documents necessary to make water right transfers and assignments.

7.2 **Breach.** Upon material breach of this Agreement, WRWC or an aggrieved Member may seek all remedies available at law or in equity.

7.3 Dispute Resolution.

7.3.1 Method for resolving disputes. If a dispute arises between WRWC and a Member or between Members (collectively "Parties") regarding breach of this Agreement or interpretation of any term of this Agreement, the Parties shall first attempt to resolve the dispute by negotiation, followed by mediation, if negotiation fails to resolve the dispute.

Step One: (Negotiation)

The Manager or other persons designated by each of the disputing Parties will negotiate on behalf of the entities they represent. The nature of the dispute shall be reduced to writing and shall be presented to each Manager who shall then meet and attempt to resolve the issue. If the dispute is resolved at this step, there shall be a written determination of such resolution, signed by each Manager and ratified by the WRWC which shall be binding upon the Parties.

Step Two: (Mediation)

If the dispute cannot be resolved within thirty (30) days at Step One, the Parties shall submit the matter to non-binding mediation. The Parties shall attempt to agree on a

mediator. If they cannot agree, the Parties shall request a list of five (5) mediators from an entity or firm providing mediation services. The Parties will attempt to mutually agree on a mediator from the list provided, but if they cannot agree, each Party shall select one (1) name. The two selected shall select a third person. The dispute shall be heard by a panel of three (3) mediators and any common costs of mediation shall be borne equally by the Parties who shall each bear their own costs and fees therefor. If the issue is resolved at this step, a written determination of such resolution shall be signed by each Manager and approved by the WRWC.

7.4 Jurisdiction of Circuit Court. After exhaustion of the 7.3 processes, if the Parties agree, any dispute or claim shall be settled by arbitration under the jurisdiction of the Circuit Court of the State of Oregon for Washington County pursuant to ORS Chapter 36. In the absence of such an agreement, that same court shall have jurisdiction.

SECTION 8. AMENDMENT.

This Agreement may be amended by mutual written agreement of the Members, signed by all of the Members. Future tasks deemed necessary shall be agreed to by the Members through an addendum to this Agreement setting forth the scope of work and method of payment.

SECTION 9. GENERAL PROVISIONS.

9.1 Merger Clause. This Agreement embodies the entire agreement and understanding between the Members hereto and supersedes all prior agreements and understandings relating to the subject matter hereof.

9.2 New Members and Assignment. WRWC may accept additional government entities as Members under terms and financial conditions that WRWC deems just and equitable on a case-by-case basis and only upon an affirmative vote of two thirds of the Members. Except for changes of organization through entity formation, merger, consolidation or annexation, no Member shall have the right to assign its interest in this Agreement (or any portion thereof) without the prior written consent of a majority of WRWC.

9.3 Severability. In case any one or more of the provisions contained in this Agreement should be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

9.4 Notices. Any notice herein required or permitted to be given shall be given in writing, shall be effective when actually received, and may be given by hand delivery or by United States mail, first class postage prepaid, addressed to the Members as follows:

Tualatin Valley Water District
Attn: General Manager
1850 SW 170th
Beaverton, Oregon 97075

City of Tigard
Attn: City Manager
13125 SW Hall Blvd.
Tigard, Oregon 97223

City of Sherwood
Attn: City Manager
22560 SW Pine
Sherwood, Oregon 97140

City of Tualatin
Attn: City Manager
18880 SW Martinazzi Avenue
Tualatin, Oregon 97062

The Members hereto are responsible to notify each other of changes and to keep this list current.

9.5 Meetings. Regular meetings of WRWC shall be conducted at such times as WRWC may designate but shall be no less than quarterly. The Chairman, upon his own motion, may, or at the request of two (2) Members of WRWC, shall by giving notice to Members of WRWC (including notice by e-mail) call a previously unannounced special meeting of WRWC for a time not earlier than twenty-four (24) hours after the notice is given, unless an emergency exists. In cases of an emergency, notice reasonable under the circumstances shall be given. A majority of Board Representatives of WRWC shall constitute a quorum. No action will be taken by WRWC unless a majority of WRWC Board Representatives present vote to support the action proposed, unless a greater number of votes is required.

9.6 Advisory Boards; Technical Committees. WRWC may appoint advisory boards and technical committees. The advisory boards shall meet as needed and shall review and make recommendations to WRWC on such matters as WRWC so assigns. A technical committee shall meet not less than quarterly to develop methods of coordination and functioning between WRWC and the Members.

9.7 Attorney Fees. If a dispute should arise between the WRWC and a Member or between Members regarding any term or portion of this Agreement, the prevailing party shall be entitled to such reasonable attorneys' fees as a trial court or arbitrator may award and on any appeal therefrom.

9.8 Counterparts. This Agreement may be executed in any number of counterparts and

by the Members on separate counterparts, any one of which shall constitute an agreement between and among the Members.

9.9 Joint and Several Obligations. For approved WRWC activities, the Members shall be jointly and severally liable to third parties for payment of debts and costs incurred. No Members of the WRWC shall be liable for damages, debts or claims caused solely by the negligent act or omission by WRWC or other Members. The individual Member causing damage by its sole negligence or wrongful act shall be individually liable.

9.10 Instruments of further Assurance. From time to time at the request of any of WRWC, each Member shall, without further consideration execute and deliver such additional instruments and shall take such further action as may be reasonably required to fully effectuate the purposes of this Agreement.

IN WITNESS WHEREOF, the Members have executed this Intergovernmental Cooperative Agreement by the date set forth opposite their names below.

TUALATIN VALLEY WATER DISTRICT

Date: _____, 2008

By: _____

By: _____

CITY OF TIGARD

Dated: _____, 2008

By: _____

By: _____

Date: _____, 2008

CITY OF SHERWOOD

By: _____

By: _____

Date: September 8, 2008

CITY OF TUALATIN



By: _____

By: Shouk

APPROVED AS TO LEGAL FORM

Brenda L. Braden
Tualatin CITY ATTORNEY



Approved By Tualatin City Council
Date 9-8-08
Recording Secretary [Signature]

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 Director *[Signature]*
William Harper, Associate Planner *[Signature]*

DATE: September 8, 2008

SUBJECT: CONDITIONAL USE PERMIT FOR THE NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT (NWRES D) EARLY INTERVENTION CENTER AS A SCHOOL USE IN A LIGHT MANUFACTURING (ML) PLANNING DISTRICT AT 19500 SW 90TH COURT (CUP-08-03)

ISSUE BEFORE THE CITY COUNCIL:

A request for a Conditional Use Permit that would allow the Northwest Regional ESD Early Intervention (E.I.) Center as a school use in the Light Manufacturing (ML) Planning District at 19500 SW 90th Court. The application includes a request for the Council to classify the proposed Early Intervention Center for children with early signs of delayed development as a "school" similar to "Schools for Kindergarten through 12".

RECOMMENDATION:

Staff recommends the City Council consider the staff report and supporting attachments and direct staff to prepare a resolution agreeing with the interpretation that the proposed NWRES D E.I. Center is a school use and qualifies as the Conditional Use in TDC 60.040(1)(o) and granting CUP-08-03 with the following conditions:

1. To ensure the NWRES D E.I. Center meets the suitability requirements of Criterion 2, all E.I. Center student activities shall be conducted indoors.
2. The NWRES D E.I. Center shall provide a school bus student drop-off/pick-up location that is clear of the 24 ft. wide two-way drive aisle on the south side of the Lot 6 Building.

EXECUTIVE SUMMARY:

- This matter is a quasi-judicial public hearing.
- This matter is a Conditional Use Permit request.
- The applicants are Lans Stout of T.M. Rippey Engineering and Phil Sharp of the NWRES D. Sylvia B. Giustina, Trustee for the Deering Management Group, Inc. is the owner of the 2.45 acre, Tax Lot 100 (Map 2S123DC) subject property

located at 19500 SW 90th Court in the ML Planning District. The NWRES D is the potential lessee of an 11,000 sq. ft. portion of the existing 33,200 square foot Itel Industrial Park Lot 6 Building on the property. A Vicinity Map, a Tax Map and a Site Map are included as Attachments A, B & C respectively. The applicant's materials including a site plan are included as Attachment D.

- The Northwest Regional ESD is a public education service district based in Hillsboro providing special education, instructional services and technology support to the 20 school districts in Clatsop, Columbia, Tillamook and Washington counties. Tigard-Tualatin and Sherwood School Districts are components of the ESD. The NWRES D proposes locating an Early Intervention Center in a 11,000 s.f. lease space of an existing building in the Itel Industrial Park. The proposed E.I. Center would be a sub-regional facility (with seven E.I. Centers currently operated by the ESD) that "...provides special services to children under kindergarten age who demonstrate delays in development. The center provides assistance to children and their parents as a way of preparing them for entry into the normal school system..." and "...serves only pre-kindergarten age children." The proposed E.I. Center is described in the application as providing services for children on an individual and small class basis. There will be a maximum of 40-50 students present during any one-time period, with a maximum 2-hour visit time per day per student. The facility will have 31 staff members and will have 176 school days. The operation is Monday thru Friday (students Monday thru Thursday) and hours are from 8:30 am to 3:30 pm. (Attachment D, pg. 1).
- The site is currently improved with the building, landscaping, access onto SW 90th Court and 116 parking spaces (35 spaces allocated to the E.I. Center). The NWRES D lease area is the western portion of the building and adjoins a separate tenant space with an unspecified business tenant. The lease space has tall storefront windows on each of the three building elevations with formal storefront entries. Tenant improvements to the interior of the NWRES D lease space are proposed. A proposed circulation route for student buses is proposed.
- "Schools kindergarten through 12" are a Conditional Use in the ML Planning District [60.040(o)]. The applicant requests that the Council classify the proposed Early Intervention Center for children with early signs of delayed development as a "school" similar to "Schools for Kindergarten through 12". The Community Development Director agrees with this interpretation.
- The Applicant has prepared a narrative that describes the NWRES D operation, supports the interpretation that the Early Intervention Center is similar to schools allowed as a conditional use and addresses the Conditional Use Permit approval criteria (Attachment D). Attachment E is the Background Information and staff has reviewed the Applicant's material and included pertinent excerpts in the Analysis and Findings section of this report (Attachment F). The Community Development Director has determined that the E.I. Center is a school use and recommends that the Council agree with the interpretation. Two conditions related to a restriction on an outdoor play area and a requirement to provide a school bus drop-off and pick-up location outside the site's drive aisles are recommended.

- The Engineering Division reviewed the Applicant's submitted traffic study that showed adequate capacity (LOS A/B for AM/PM Peaks, respectively) at the intersection of SW 90th Court/SW Tualatin-Sherwood Road in Post-Development situations of either all Industrial Space or 11,034 sq. ft. for NWRES School and 22,181 sq. ft. of Industrial Space (Attachment G). The table below shows the Trip Generation Summary:

	Entering Trips	Exiting Trips	Total Trips
NWESD School			
AM Peak Hour	44	11	55
PM Peak Hour	0	25	25
22,181 sq. ft. Industrial			
AM Peak Hour	18	2	20
PM Peak Hour	3	19	22
TOTAL			
AM Peak Hour	62	13	75
PM Peak Hour	3	44	47
33,215 sq. ft. Industrial			
AM Peak Hour	27	4	31
PM Peak Hour	4	29	33

Approval of the NWESD School with the balance of the building used for industrial activities will generate 44 additional AM Peak Hour Trips and 14 PM Peak Hour Trips verses the entire building occupied by an industrial use.

- Sight distance and storage lane capacity were also evaluated by the Applicant with the conclusion no mitigation was necessary (Attachment D).
- The City Council has approved other Conditional Use Permits for a school use in a ML Planning District. CUP-03-02 approved the Tualatin Elementary School on SW 95th Avenue and SW Avery Street and CUP-07-02 approved the Children's Hour Academy on SW 65th Avenue. NWRES and TTSD currently operate various special educational services such as Early Intervention in the new Tualatin Elementary School.
- The applicable policies and regulations that apply to the proposed Conditional Use in the ML Planning District include: TDC 7.040 Manufacturing Planning District Objectives; TDC 8.040 Schools; TDC 60.010 ML Planning District Purpose; TDC 60.040 Conditional Uses; and TDC Chapter 73-Community Design. The Analysis and Findings (Attachment F) considers the applicable policies and regulations.
- Before granting the proposed amendment, the City Council must find that the use is a conditional use allowed in the ML Planning District and the criteria listed in TDC 32.030 are met: The Analysis and Findings (Attachment F) examines the application in respect to the criteria for granting a Conditional Use Permit.

OUTCOMES OF DECISION:

Approval of the Conditional Use Permit request will result in the following:

OUTCOMES OF DECISION:

Approval of the Conditional Use Permit request will result in the following:

1. Allows the applicant to operate the Early Intervention Center School activity in a 11,000 s.f. portion of the existing building on the subject property, located in an industrial area.
2. The E.I. Center portion of the building's tenant space will not be available to industrial businesses.

Denial of the Conditional Use Permit request will result in the following:

1. The applicant will not be allowed to operate the E.I. Center school activity on the subject property.

ALTERNATIVES TO RECOMMENDATION:

The alternatives to the staff recommendation for the Council are:

- Approve the proposed Conditional Use Permit with conditions the Council deems necessary.
- Deny the request for the proposed Conditional Use Permit.
- Continue the discussion of the proposed Conditional Use Permit and return to the matter at a later date.

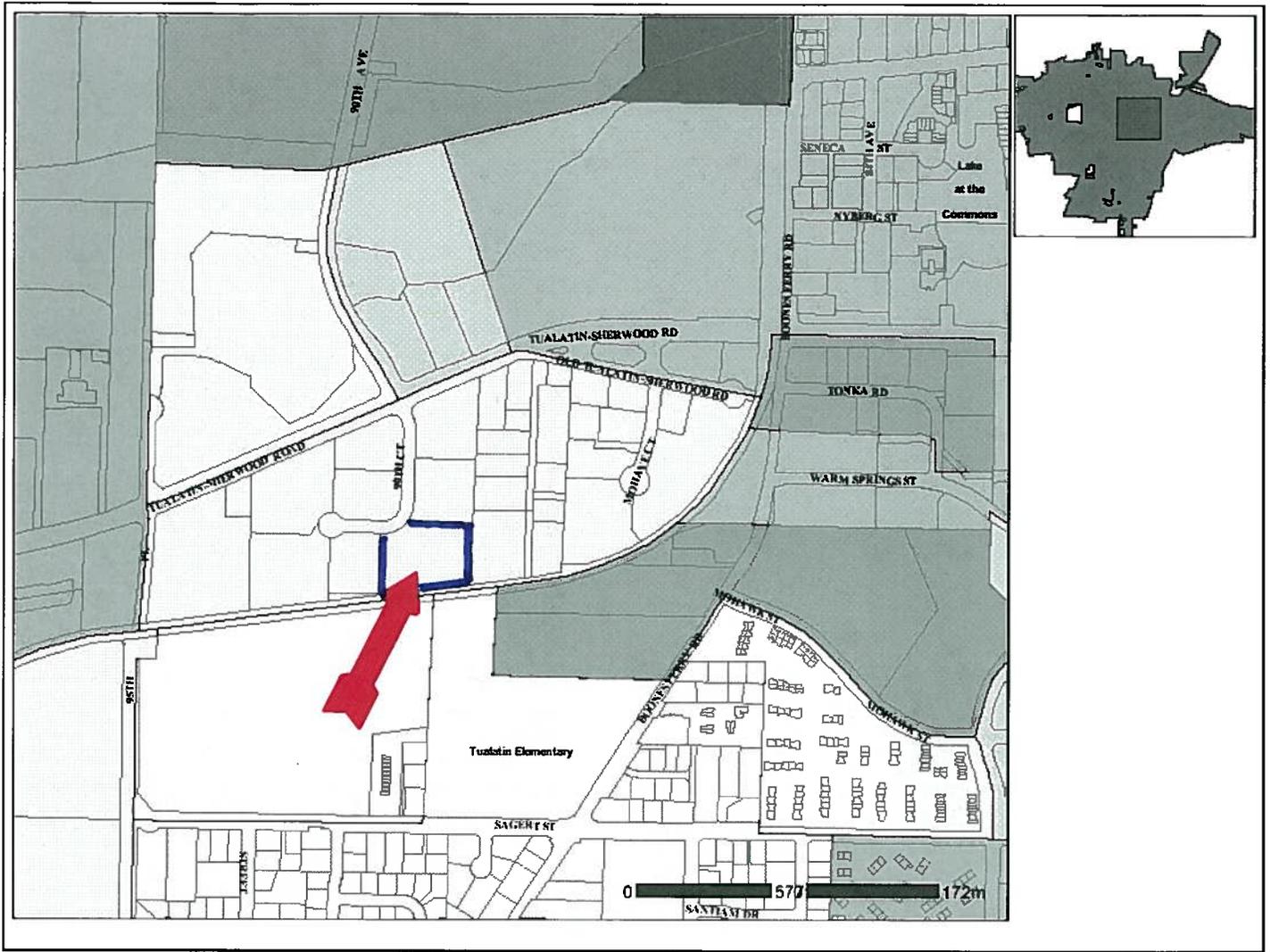
FINANCIAL IMPLICATIONS:

Revenue for Conditional Use Permits have been budgeted for Fiscal Year 08/09.

PUBLIC INVOLVEMENT:

The Applicant conducted a Neighbor/Developer meeting at the Tualatin/Durham Senior Center on June 19, 2008, to explain the Conditional Use Permit proposal to neighboring property owners and to receive comments. One nearby business/property owner attended the meeting. The application materials indicate the discussion at the meeting "...focused on the nature of the proposed activity, and the potential for traffic conflicts. After discussing these issues, the neighbor in attendance indicated that his questions were answered and he was comfortable the use would be acceptable in the area."

- Attachments:**
- A. Vicinity Map
 - B. Plat Map of Site
 - C. Site Map
 - D. Applicant's Materials and Supporting Information including Lancaster Engineering Traffic Impact Study
 - E. Background Information
 - F. Analysis and Findings
 - G. Engineering Division Memorandum



VICINITY MAP
CUP-08.03

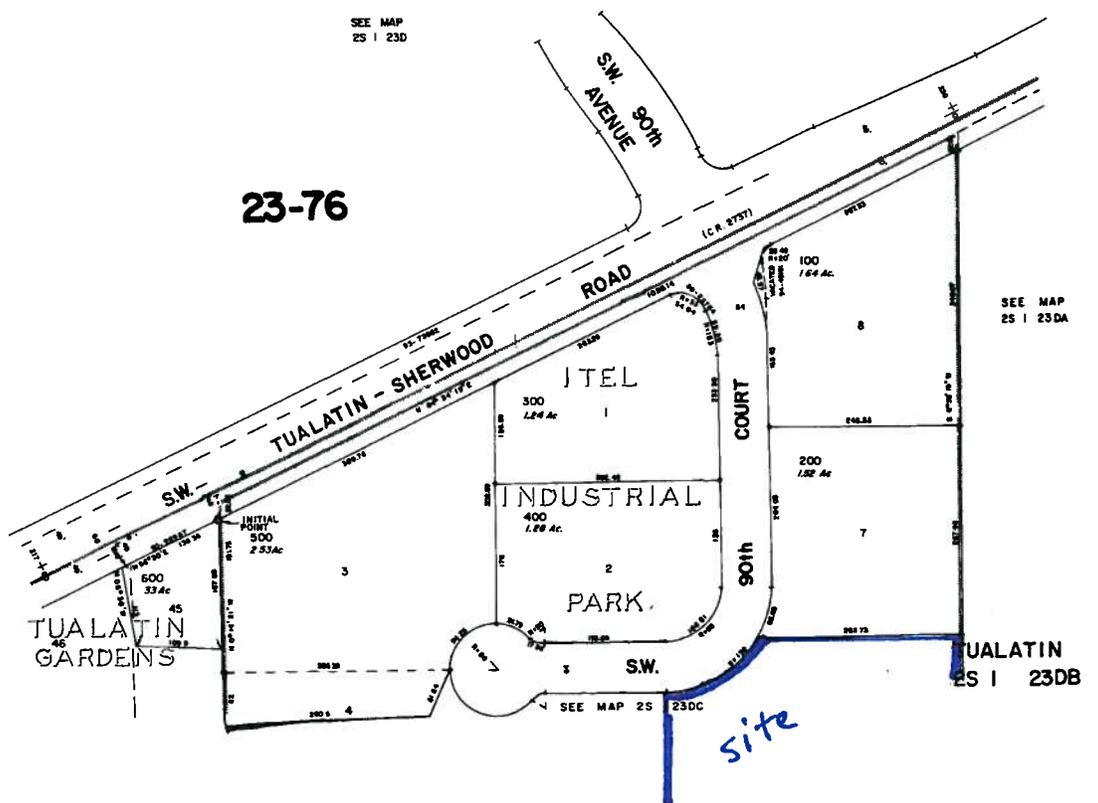
N.W.1/4 S.E.1/4 SECTION 23 T2S R1W W.M.

2S | 23DB

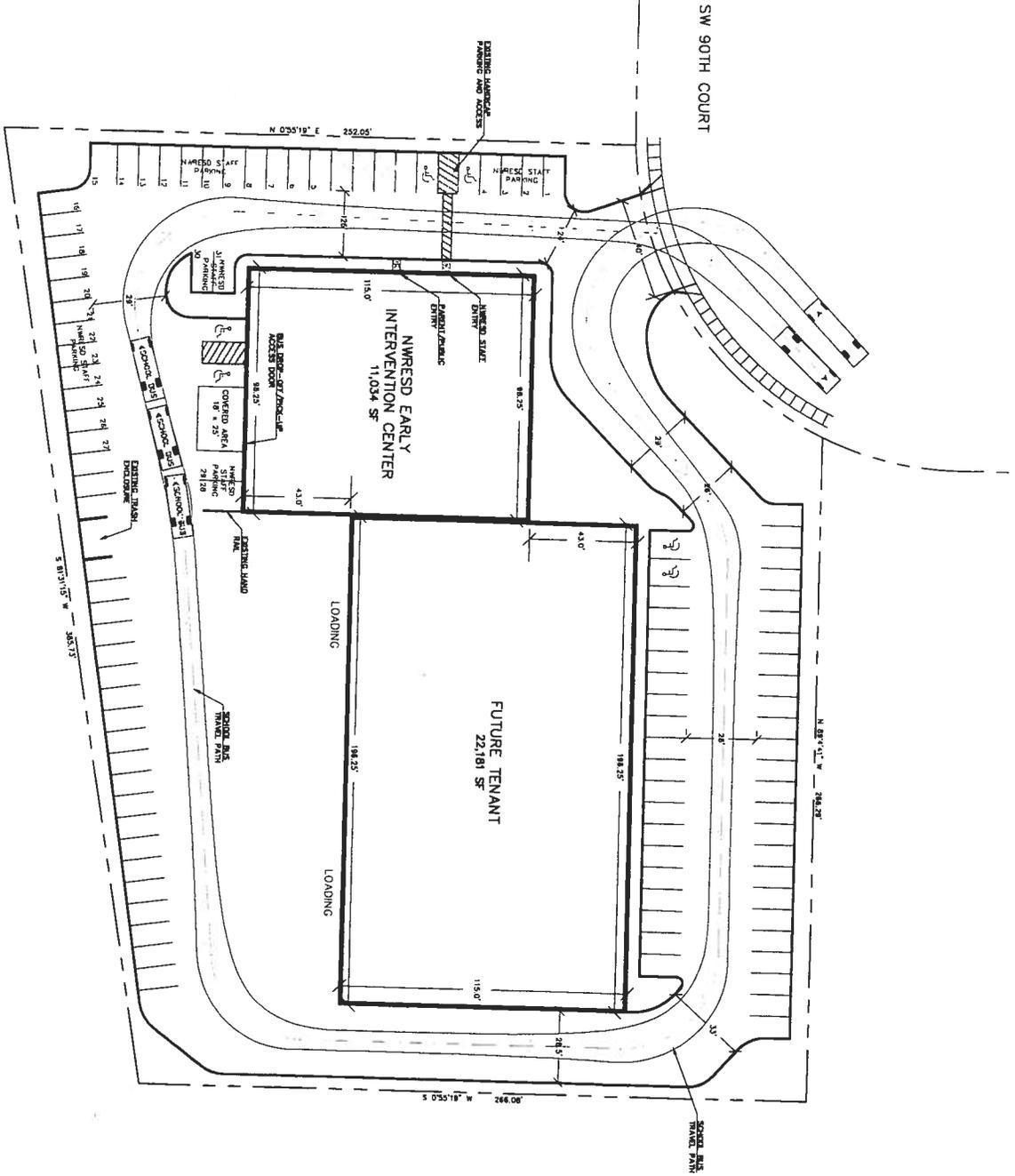
WASHINGTON COUNTY, OREGON

SCALE 1" = 100'

FOR ASSESSMENT PURPOSES ONLY
DO NOT RELY ON FOR ANY OTHER USE



9/21/88 GAC/DB



NORTH
 SITE PLAN
 SCALE: 1"=30'

LEGEND

25' x 30' SCHOOL BUS

SCHOOL BUS TRAVEL PATH BASED ON
 TURNING RADIUS OF 20' IN ACCORDANCE WITH
 AASHTO 1994

GENERAL NOTES

1. EXISTING CONDITIONS SHOWN ON SITE PLAN/AS-BUILT PLANS (SHEET 1) BY ARCHONZ/PAHO & ASSOCIATES, P.C. (LOG 201312) DATED OCTOBER 18, 1994 AND A SITE VISIT ON 7/1/06.
2. NO EXISTING WORK IS PROPOSED IN ASSOCIATION WITH THIS PROJECT FOR FINISHES.

SITE INFORMATION

ADDRESS: 19500 SW 90TH COURT
 TUALATIN, OR 97062
 TAX MAP/LOT: 25130000110

- FINISHES:
- FINISHED
 - FINISHED AND/OR NOT-FINISHED
 - STAFF MEMBER: 31
 - FINISH TYPING: 36
 - UN-ASSIGNED HANDICAP PARKING: 8

CONDITIONAL USE APPLICATION

**Northwest Regional Education Service District
Early Intervention Center**

**CITY OF TUALATIN
RECEIVED**

JUL 28 2008

July 2, 2008

**COMMUNITY DEVELOPMENT
PLANNING DIVISION**

Applicant: Northwest Regional Education Service District
Attention, Phil Sharp, Facilities Manager
5825 NE Ray Circle
Hillsboro OR 97124
(503) 614-1660

Planning Consultant: T.M. Rippey Consulting Engineers
Attention: Lans Stout
7650 SW Beveland St., Suite 100
Tigard, OR 97223
503/443-3900

Traffic Engineer: Lancaster Engineering
Attention: Todd Mobley, PE
321 SW 4th Ave., Suite 400
Portland OR 97204
503/248-0313

Site Location: 19500 S.W. 90th Court.
WCTM 2S1-23DC; tax lot 100

Applications: (1) Director's Interpretation to classify the use as a "school".
(2) Conditional Use for a school in the ML District

Description of the Proposal:

This as an application for Conditional Use approval of a new facility for the Northwest Regional Early Intervention Center on a site zoned ML and located on SW 90th Court south of Tualatin-Sherwood Road. The application includes two parts: first, an interpretation to classify this use as a “school”, and second for Conditional Use approval for the activity.

The Early Intervention Center is a service provided by the Northwest Regional Education Service District. The center provides special services to children under kindergarten age who demonstrate delays in development. This service has been provided in individual existing public schools, but it has been found to be more effective to centralize this activity in several subregional locations in the overall service area. A similar location was approved by the City of Beaverton in the Woodside Business Park, and is now operational. This location and the Tualatin site were selected because of a central position in the service area, good access, and availability of an existing building which can be leased.

The center provides assistance to children and their parents as a way of preparing them for entry into the normal school system, and consequently this facility serves only pre-kindergarten age children. The services are provided on an individual and small class basis through out the day, with a maximum time duration of any visit of approximately two hours. Transportation is provided primarily by small busses or parent vehicles, and because of the scheduling there are no peak periods of traffic. All children are individually taken from the vehicles into the building, with the vehicles engines turned off. All services are provided indoors; there is no outdoor area included.

The nature of this activity is addressed in more detail in the following Interpretation section and the accompanying traffic report.

Interpretation:

Section 31.070 of the Tualatin Development Code provides generally for interpretation of the Code provisions by an application which may be included with another related application. This request is to classify the Early Intervention Center as a “school”, in conjunction with a Conditional Use for the activity.

The applicable Code section with respect to this interpretation is 60.040(1)(o), which allows “Schools for kindergarten through 12” as a conditional use in the ML zone. The Code does not provide a definition of “school”. As noted above, this center provides services for children under kindergarten age, as preparation for entry into the school system. Therefore, the primary issue is whether the existing Code language was intended to prevent a facility for children under kindergarten age, or if this is simply language based on conventional terminology applicable to the public school system.

In this regard it is important to note that the ML District also allows “Child day care center” as a permitted use provided that the use is in a building with other allowed uses and that it is not in proximity to an automobile service station. The proposed Early Intervention Center location meets these criteria, so it would be theoretically possible to locate a day care center in this building. Therefore, it is clear that the Code did not intend to prevent a facility serving pre-kindergarten age children provided that the noted criteria are met.

It is also important to confirm that this facility is not a day care center by function or definition. Day care centers provide care with possibly some level of development enhancement, on an all day or partial day basis. They are privately owned and operated, and have a defined set of standards that must be met for licensing. This facility is operated by the NWRESD as a service to the local school districts and is entirely based on providing an opportunity to improve developmental aspects of children before they enter the school system. As such, it does not provide “day care” services, and is not subject to the day care licensing requirements.

Nevertheless, since the Code would allow a day care facility in this location as a permitted use, and that sort of activity would accommodate children of the same age group as will the Early Intervention Center there is no reason to believe that the Code intended to prevent schools which provide for pre-kindergarten age children.

In summary, this use should be determined to be a “School” based on the following:

1. The Early Intervention Center is a service provided by the NWRESD as a service to local school districts and is directly tied to the school system;
2. A day care center would be allowed in the proposed location under certain conditions which are met, and as such the age of children served is similar;
3. The Early Intervention Center provides developmental services as preparation for entry to the school system, and does not provide day care services.

Section 31.070 of the Code requests specific information with respect to an interpretation:

- a. Traffic: Traffic report attached.
- b. Manufacturing process: None
- c. Machinery: None
- d. Noise and odor: Buses only (engines are turned off when the vehicle is stationary)
- e. Outside storage: None
- f. Types of structures: Existing building
- g. Character of activity: Described above
- h. Parking required: 31 for staff plus 4 for parent drop-off / pick-up
- i. Maximum occupancy: See accompanying operational summary
- j. Other information: See above.

Conditional Use:

Section 32.030 of the Tualatin Development Code provides criteria by which a proposed Conditional Use is evaluated. Each is addressed as follows.

- (1) The use is listed as a conditional use...

Comment:

As noted above, the site is zoned ML, which allows schools as a conditional use. The interpretation above determines that the Early Intervention Center is a school. This criterion is met.

- (2) The characteristics of the site are suitable...

Comment:

There are several aspects of site suitability that have been evaluated in selecting this site for the E.I. Center.

a. Central location... this property is centrally located with respect to the schools in the Tualatin-Sherwood area. This allows the individual school district buses as well as the parents to have the most efficient transportation access to the facility.

b. Available lease... NWRESD cannot acquire land and build facilities for the E.I. centers because of efficiencies of scale and timing. A building such as the subject location, which was constructed as “flex” space and is available for lease is ideal for the District’s needs.

c. Building size... The most efficient size for this activity is about 10,000 square feet of floor area, which is enough to accommodate the facility requirements and yet not too large for the program management.

d. Access... The E.I. center has to have good access by way of major street systems as well as good on-site circulation for busses. It is essential that busses can circulate through the site without backing up or conflicting with other site users. The accompanying site plan indicates the bus circulation route and turning movements based on a custom turning template for the actual buses to be used.

e. Parking... The E.I. Center requires one parking space per staff, plus four for parent drop-off / pick-up. Since all staff arrive and leave at approximately the same time there is no need for overlap parking as would be the case for a business with several shifts. This site will accommodate 31 staff, plus the four parent spaces, so the total parking requirement is 35.

The site was originally developed with 104 parking spaces, but a current count indicates that 116 are available. Nevertheless, based on the original configuration, 69 spaces would be available for the remaining tenant space after an allocation of 35 to the E.I. Center. Since the “worst case” parking requirement for uses in the ML zone is 3 per 1000 for warehouse, the remaining space would

require 68 spaces for the 22,540 square feet available. Therefore, both the E.I. Center and the worst case for the rest of the building will have adequate parking.

f. Surrounding uses... Since all of the E.I. Center activities are indoors, the effect of surrounding uses is not significant in the sense of a conventional school. However, NWRESD does locate these facilities considering the intensity and nature of adjacent uses, so that there are not conflicts in either direction. In the case of this site, the other uses include a fire station, an un-occupied communications facility, and several businesses with relatively low levels of activity. There are no high traffic generators, or uses with heavy equipment, noise, or potentially dangerous materials on site. For the same reasons that these uses will not adversely affect the E.I. Center, it in itself will not conflict with its surroundings.

g. Infrastructure... There are no unusual infrastructure requirements for the proposed E.I. Center. The infrastructure required for development of the site has been designed, approved and constructed to accommodate “flex” uses, and therefore will accommodate the E.I. Center requirements for such considerations as public services and safety.

NWRESD has done extensive investigation of many potential sites in this service area, and has selected the proposed location based on the general findings discussed above. From the perspective of NWRESD and the City Code standards, it is clear that this criterion is met.

- (3) The proposed development is timely...

Comment:

As previously described, the public infrastructure has been extended to the site and all systems have been designed to accommodate multi-tenant “flex” uses. There are no unusual requirements related to the proposed Early Intervention Center use included in this application. Therefore, this application is timely with respect to the adequacy of the public infrastructure. It is also timely with respect to the District’s ability to provide a very necessary service to the Schools in the area. This criterion is met.

- (4) The proposed use will not alter the characteristics of the surrounding area...

Comment:

The relationship of this use to the surrounding area is a major locational factor for NWRESD, as described above. Since the activity is entirely within the building, and the access and parking is suitable for the use, there will be very little if any external presence. The “character” of the area is similar, as described above. This criterion is met.

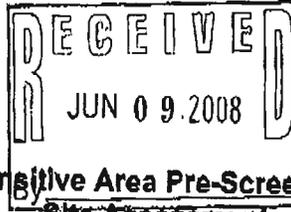
- (5) The proposal satisfies those objectives of the Tualatin Community Plan...

Comment:

The Tualatin Community Plan designates this site for General Industrial use consistent with the goal of providing an opportunity for businesses and other compatible activities. The Code recognizes the need to accommodate special types of uses, such as schools, by including those uses as conditional uses. By including these uses in the applicable zoning section, it is implicit that the use itself is anticipated and recognized, and with attention to any impacts, it is assured that the intent of the Plan is met. Also, as this use is similar to a use permitted outright without conditional use approval in the ML District it follows that use of the site in this manner envision will satisfy the intent of the Plan by providing an opportunity for a variety of compatible activities in the area. This criterion is met.

Accompanying Materials:

Application Form and Filing Fee
Site Plan
Property Deed
CWS Pre-screen Form
Neighborhood Meeting Documents
Washington County Assessor's Map
Notification List



Sensitive Area Pre-Screening Site Assessment

CWS File Number **08-001619**

Jurisdiction: <u>City of Tualatin</u>	
Property Information: (example 1S234AB01400) Taxlot ID(s): <u>251-23DC Tax Lot 100</u>	Owner Information: Name: <u>Northwest regional Eduoallon Service District</u> Company: <u>Att: Phil Sharp, Facilities Manager</u> Address: <u>5826 NE Ray Circle</u> City State Zip: <u>Hillsboro OR 97124</u> Phone/Fax: <u>503/614-1660</u> / E-mail:
Site Address: <u>19500 SW 190th Court</u> City State Zip: <u>Tualatin OR</u> Nearest Cross Street: <u>Tualatin-Sherwood Rd.</u>	Applicant Information: Name: <u>TM Rippey Consulting Engineers</u> Company: <u>Att: Lans Stout</u> Address: <u>7650 SW Beveland St. #100</u> City State Zip: <u>Tigard OR 97223</u> Phone/Fax: <u>503/443-3900</u> / <u>503/443-3700</u> E-mail: <u>lstout@tmrippey.com</u>
Development Activity: Check all that apply Addition to Single Family Residence (rooms, deck, garage) <input type="checkbox"/> Lot Line Adjustment <input type="checkbox"/> Minor Land Partition <input type="checkbox"/> Residential Condominium <input type="checkbox"/> Commercial Condominium <input type="checkbox"/> Residential Subdivision <input type="checkbox"/> Commercial Subdivision <input type="checkbox"/> Single Lot Commercial <input type="checkbox"/> Multi Lot Commercial <input type="checkbox"/> Other <u>Conditional Use application</u>	
Will the project involve any off-site work: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> Unknown <input type="checkbox"/> Location and description of off-site work: _____	
Additional comments or information that may be needed to understand your project: <u>This application is to occupy an existing building as a school. No exterior work is proposed.</u>	

This application does NOT replace the need for Grading and Erosion Control Permits, Connection Permits, Building Permits, Site Development Permits, DEQ 1200-C Permit or other permits as issued by the Department of Environmental Quality, Department of State Lands and/or Department of the Army COE. All required permits and approvals must be obtained and completed under applicable local, state, and federal law.

By signing this form, the Owner or Owner's authorized agent or representative, acknowledges and agrees that employees of Clean Water Services have authority to enter the project site at all reasonable times for the purpose of inspecting project site conditions and gathering information related to the project site. I certify that I am familiar with the information contained in this document, and to the best of my knowledge and belief, this information is true, complete, and accurate.

Print/Type Name: Lans Stout Print/Type Title: Planning Consultant

Signature: [Signature] Date: 6-9-08

FOR DISTRICT USE ONLY

Sensitive areas potentially exist on site or within 200' of the site. **THE APPLICANT MUST PERFORM A SITE ASSESSMENT PRIOR TO ISSUANCE OF A SERVICE PROVIDER LETTER.** If Sensitive Areas exist on the site or within 200 feet on adjacent properties, a Natural Resources Assessment Report may also be required.

Based on review of the submitted materials and best available information Sensitive areas do not appear to exist on site or within 200' of the site. This Sensitive Area Pre-Screening Site Assessment does **NOT** eliminate the need to evaluate and protect water quality sensitive areas if they are subsequently discovered. This document will serve as your Service Provider letter as required by Resolution and Order 07-20, Section 3.02.1. All required permits and approvals must be obtained and completed under applicable local, State, and federal law.

Based on review of the submitted materials and best available information the above referenced project will not significantly impact the existing or potentially sensitive area(s) found near the site. This Sensitive Area Pre-Screening Site Assessment does **NOT** eliminate the need to evaluate and protect additional water quality sensitive areas if they are subsequently discovered. This document will serve as your Service Provider letter as required by Resolution and Order 07-20, Section 3.02.1. All required permits and approvals must be obtained and completed under applicable local, state, and federal law.

This Service Provider Letter is not valid unless _____ CWS approved site plan(s) are attached.

The proposed activity does not meet the definition of development or the lot was platted after 9/9/95 ORS 92.040(2). **NO SITE ASSESSMENT OR SERVICE PROVIDER LETTER IS REQUIRED.**

Reviewed By: [Signature] Date: 6/16/08

APPLICATION FOR INTERPRETATION

Community Development Department
Planning Division (503-691-3026)
18880 SW Martinazzi Avenue
Tualatin, Oregon 97062-7092

Case No _____
Fee Rec'd N/A
Receipt No N/A
By _____

PLEASE PRINT IN INK OR TYPE

Applicant's Name: NWRESO ; ATT: PHIL SHARP, FACILITIES MANAGER

Applicant's Address 5825 NE RAY CIRCLE, HILLSBORO OR 97124
(street) (city) (state) (zip)

Applicant is: Owner _____ Contract Purchaser _____ Developer _____ Agent _____
Other LESSEE

Code Section: 60.040 (1)(c)

Interpretation request: Briefly describe your request. Please use additional pages to give a more detailed description of factor involved.

SEE ATTACHED

In the interpretation is for a use on a particular site, please fill in the section below:

Address of Property 19500 SW 90th COURT

Lot Area 2.45 acres Planning District ML

Assessor's Map Number 251-23 DC Tax Lot Number(s) 100

Property Owner's name SYLVIA B. Giustina, Trustee

C/O DEERING Management Group, Inc
Property Owner's address 4800 SW Macadam AVE #120
PORTLAND OR 97239

APPLICATION FOR CONDITIONAL USE

City of Tualatin Community Development Department - Planning Division
18880 S.W. Martinazzi Avenue
Tualatin, OR 97062
503-691-3026

Case No. _____
Fee Rec'd. _____
Receipt No. _____
Date Rec'd. _____
By _____

PLEASE PRINT IN INK OR TYPE

Code Section 60.040(1)(b) Conditional Use to allow SCHOOL IN ML ZONE

Planning District _____

Owner's Name SYLVIA B. GIUSTINA, TRUSTEE Phone 503-225-1545
C/O DEERING MANAGEMENT GROUP
Owner's Address 4800 SW MACADAM AVE #120 PORTLAND, OR 97239
(street) (city) (state) (ZIP)

Owner recognition of application: _____

Sylvia B. Giustina Trustee
signature of owner(s)

x

Applicant's Name NRWESD ; AT: PHIL SHARP, FAC. MGR. Phone 503/614-1468

Applicant's Address 5825 NE RAY CIRCLE HILLSBORO OR 97124
(street) (city) (state) (ZIP)

Applicant is: Owner _____ Contract Purchaser _____ Developer _____ Agent _____

Other LESSOR LESSEE

Contact person's name T.M. RIPPEY ENG.; AT: LANS STOLT Phone 503/443-3900

Contact person's address 2650 SW BEVELAND #100 TIGARD OR 97223
(street) (city) (state) (ZIP)

Assessor's Map Number 251-23 DC Tax Lot Number(s) 100

Address of Property 19500 SW 90th Ct. Lot Area 2.45 acres

Existing Buildings (Number and Type) ONE ; TWO-TENANT "FLEX"

Current Use VACANT

As the person responsible for this application, I, the undersigned hereby acknowledge that I have read the above application and its attachments, understand the requirements described herein, and state that the information supplied is as complete and detailed as is currently possible, to the best of my knowledge.

Name _____ Date _____ Phone _____
Address _____
(street) (city) (state) (ZIP)

NWRESD EARLY INTERVENTION CENTER
TRAFFIC IMPACT STUDY

TUALATIN, OREGON

**CITY OF TUALATIN
RECEIVED**

JUL 28 2008

**COMMUNITY DEVELOPMENT
PLANNING DIVISION**

**PREPARED BY
LANCASTER ENGINEERING**

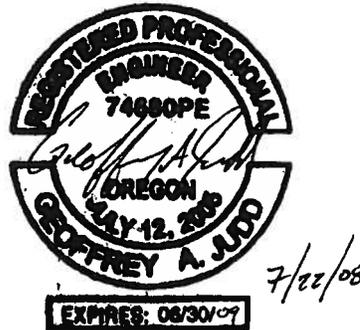
JULY 2008



NWRESD EARLY INTERVENTION CENTER

Traffic Impact Study

Tualatin, Oregon



Prepared By
TODD E. MOBLEY, P.E., P.T.O.E.

GEOFFREY A. JUDD, P.E.

July, 2008



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EXECUTIVE SUMMARY

- 1. An existing building in Tualatin, Oregon, is proposed to be occupied by the Northwest Regional Education Service District (NWRESA). The site is located at 19500 SW 90th Court. The site will have direct access onto SW 90th Court via an existing driveway.**
- 2. Based upon the unique nature of this school, the trip generation estimates were derived based upon information supplied by the applicant regarding students, employees, and buses used for the school and previous work for a similar facility. There were two scenarios evaluated, one with the school and industrial space and one with industrial space only.**
- 3. The study intersections currently operate acceptably during the morning and evening peak hours. In the future, the intersections will continue to operate acceptably during the morning and evening peak hours under all scenarios evaluated.**
- 4. The sight distance for the existing driveway was measured and evaluated. There is adequate intersection sight distance in either direction. Therefore, no intersection sight distance mitigations are required.**
- 5. The queuing at the study intersections was evaluated under all of the scenarios analyzed. There is adequate existing striped storage for all of the movements under all of the scenarios analyzed. Therefore, no queuing mitigations are required.**
- 6. The on-site circulation was reviewed for the proposed school and industrial space. There is a minor constraint at the site driveway regarding the buses entering and exiting. However, the exiting bus will have a clear line of sight to view entering vehicles and the traffic volumes along SW 90th Court are low enough to allow the bus to enter with little to no delay. Therefore, there are no anticipated problems at this location.**



INTRODUCTION

An existing building in Tualatin has been proposed for development use by the Northwest Regional Educational Service District (NWRESA). The building will be used as an early intervention/early childhood special education school. The site is located at 19500 SW 90th Court, which is south of SW Tualatin-Sherwood Road. The site will have access to SW 90th Court via an existing driveway. The focus of this school is to provide special education services for children throughout Washington County that demonstrate delays in development.

The purpose of this study is to assess the traffic impact of the proposed school on the nearby street system and to recommend any required mitigative measures. The analysis will include level of service calculations, an evaluation of queuing at the study intersections, and a review of the on-site circulation.

Detailed information on traffic counts, trip generation calculations, and level of service calculations is included in the appendix to this report.



LOCATION DESCRIPTION

An existing building in Tualatin is proposed for use as a school. The site is located at 19500 SW 90th Court, which is south of SW Tualatin-Sherwood Road. The site will have access to SW 90th Court via an existing driveway.

The City of Tualatin requires a study of the intersections of SW Tualatin-Sherwood Road at SW 90th Avenue/SW 90th Court and SW 90th Court at the site access. A vicinity map showing the existing lane configurations at the study intersections is shown on page six.

SW Tualatin-Sherwood Road is under the jurisdiction of Washington County and is classified as an Arterial Street. It is a five-lane roadway with a posted speed of 45 mph. There are curbs, sidewalks, and bike lanes along both sides of the roadway.

SW 90th Court is under the jurisdiction of City of Tualatin and is classified as a Local Street. It is a two-lane facility in the study area with no posted speed. There are curbs and sidewalks along both sides of the roadway.

The intersection of SW Tualatin-Sherwood Road at SW 90th Avenue/SW 90th Court is a four-legged intersection that is controlled by an actuated traffic signal. The eastbound SW Tualatin-Sherwood Road approach has a left-turn lane, a through lane, and a shared through/right-turn lane. The westbound SW Tualatin-Sherwood Road has a left-turn lane, two through lanes, and a right-turn lane. The northbound SW 90th Court approach has a left-turn lane and a shared through/right-turn lane. The southbound SW 90th Avenue approach has a left-turn lane, a shared left-turn/through lane, and a right-turn lane.

The intersection of SW 90th Court at the site access is a three-legged intersection that is controlled by STOP signs on the driveway approach. All of the approaches are single-lane.

There is no transit service provided near the site.

Manual turning movement counts were made at the study intersections during July 2008 from 7:00 to 9:00 a.m. and 4:00 to 6:00 p.m. The peak hours generally occur from about 7:00 to 8:00 a.m. and from about 4:10 to 5:10 p.m. The volumes for the morning and evening peak hours are shown in the traffic flow diagram on page seven.

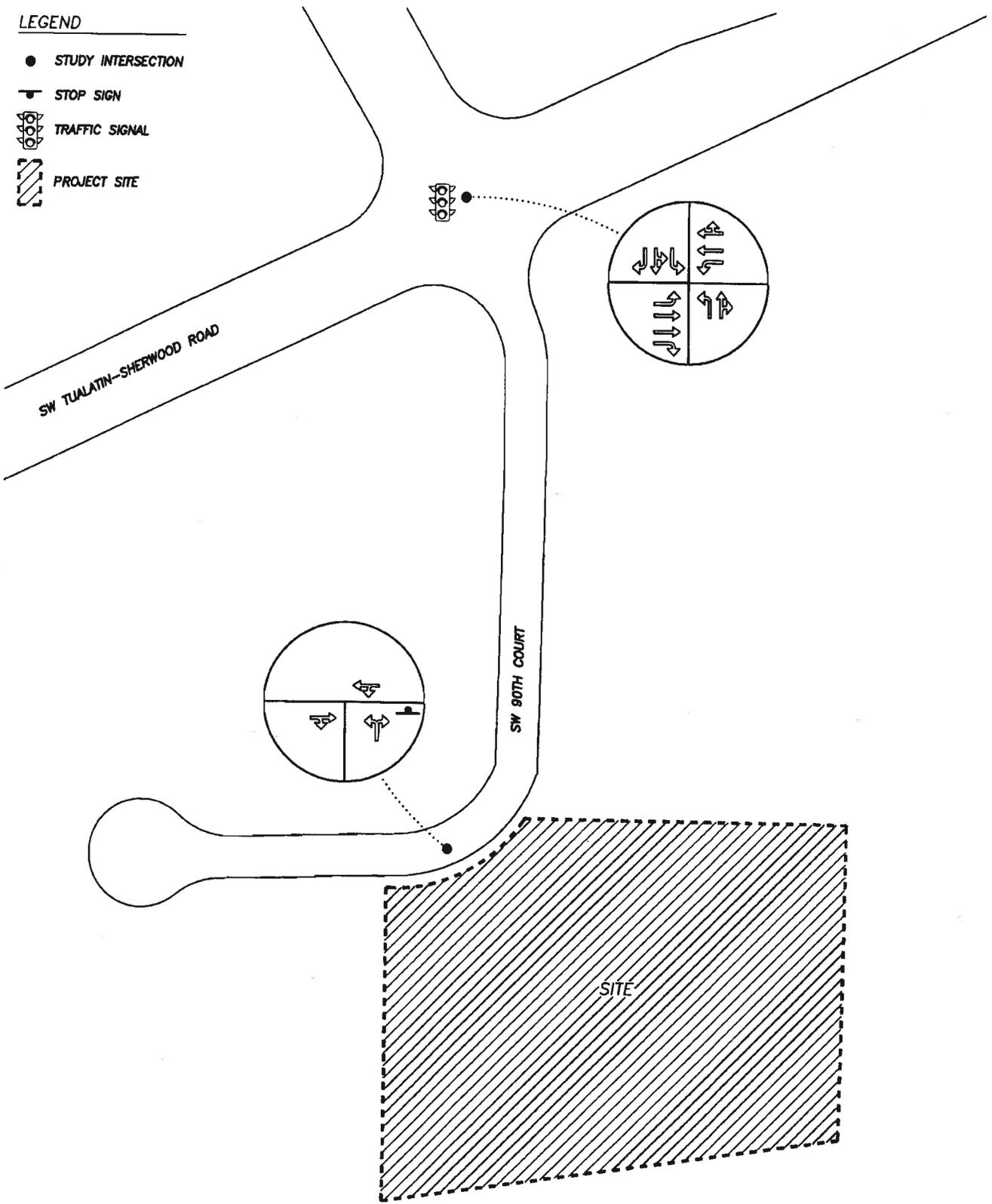
LEGEND

● STUDY INTERSECTION

⏏ STOP SIGN

🚦 TRAFFIC SIGNAL

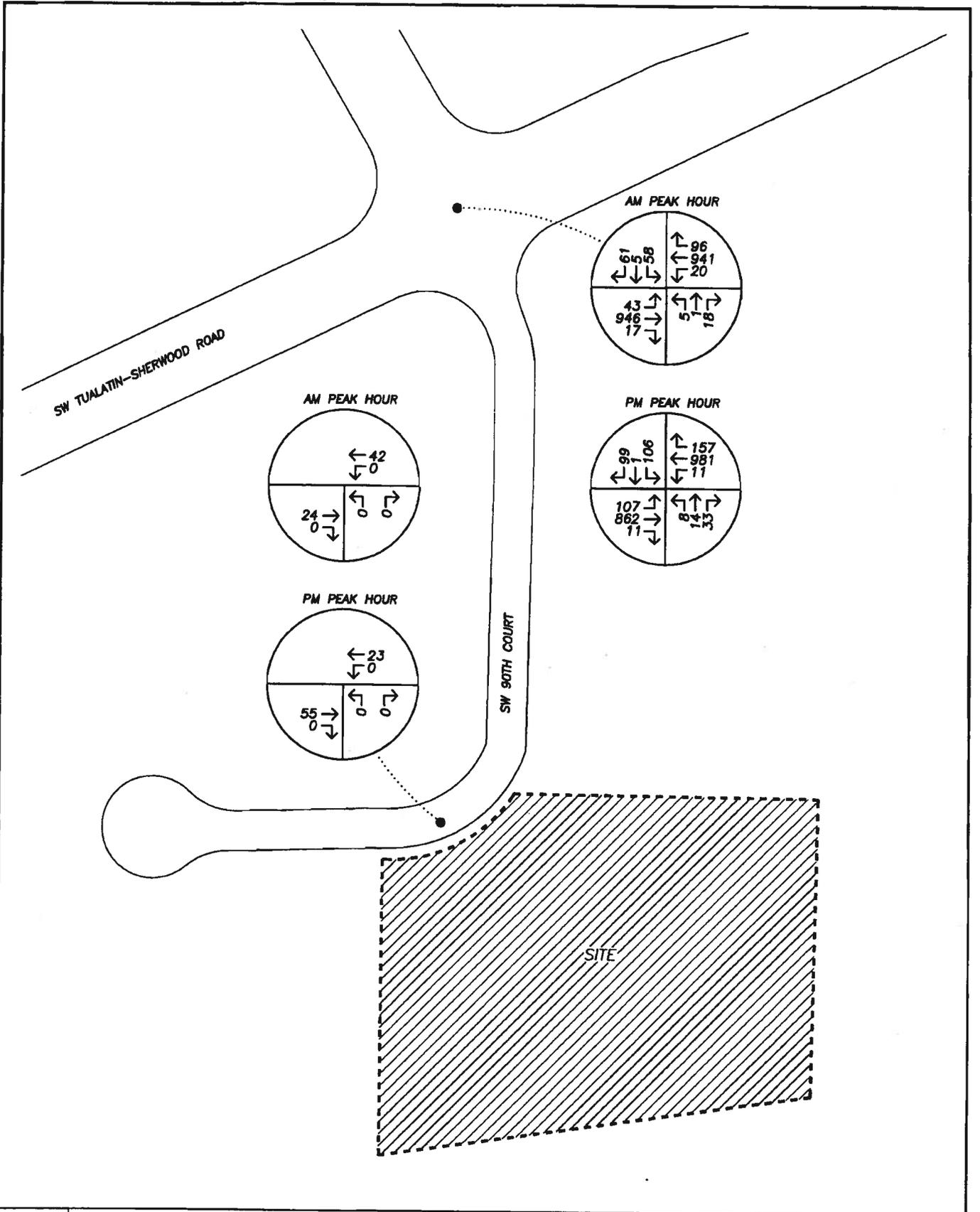
▨ PROJECT SITE



VICINITY MAP
Existing Lane Configurations
& Traffic Control Devices



FIGURE
1
PAGE
6



1e

TRAFFIC VOLUMES
Existing Conditions
AM and PM Peak Hours





TRIP GENERATION AND DISTRIBUTION

Trip Generation

To estimate the number of trips that will be generated by the site, trip generation estimates were developed. There are two scenarios that were investigated, with and without the proposed school. The remaining balance of the site will be general light industrial space.

The trip generation data for the proposed school was obtained from the client and previous studies prepared for the NWRES. This data shows the number of vehicles, students, buses, parents, and hours of operation for the school. The data was then used to develop the estimated trip generation for the proposed school.

The school typically operates between 8:30 a.m. and 3:30 p.m. Monday through Thursday. There are no classes on Friday, but staff is required to be at the school. There will be no more than approximately 35 staff members and 40 students on the site at any one time throughout the day. The student to teacher ratio is much higher than typical schools in the area. Additionally, the students range in age from approximately 2 to 6 years old. The age range is younger than typical schooling facilities. The focus of this school is to provide special education services for children that demonstrate delays in development.

The trip generation estimates for the school were based upon a worst-case assumption that staff arrives approximately an hour before school starts and the majority of the staff stays until the evening peak hour.

The trip generation for the proposed industrial space was estimated using the trip rates from *TRIP GENERATION*, Seventh Edition, published by the Institute of Transportation Engineers (ITE), were used. The trip rates used were for land-use code 110, *General Light Industrial*. The trip generation rates are based on the size of the building. The two scenarios for trip generation estimates includes 22,181 square feet of Industrial Space and 33,215 square feet of Industrial space

The trip generation calculations indicate that with the school in place, there will be approximately 75 trips generated during the morning peak hour. Of these, 62 will be entering and



13 will be exiting the site. During the evening peak hour, there will be approximately 47 trips expected, with 3 entering and 44 exiting the site.

The development of the site with 33,215 square feet of Industrial Space, results in 31 morning peak hour trips and 33 evening peak hour trips. Therefore, the scenario with the proposed school is a higher trip generator than without the school.

Because the proposed uses for this site are either an origin or destination for trips, no reduction was taken for pass-by trips. No reduction was made for transit use.

A summary of the trip generation calculations for the site under both scenarios is shown in the following table. Detailed trip generation calculations are included in the appendix to this report.

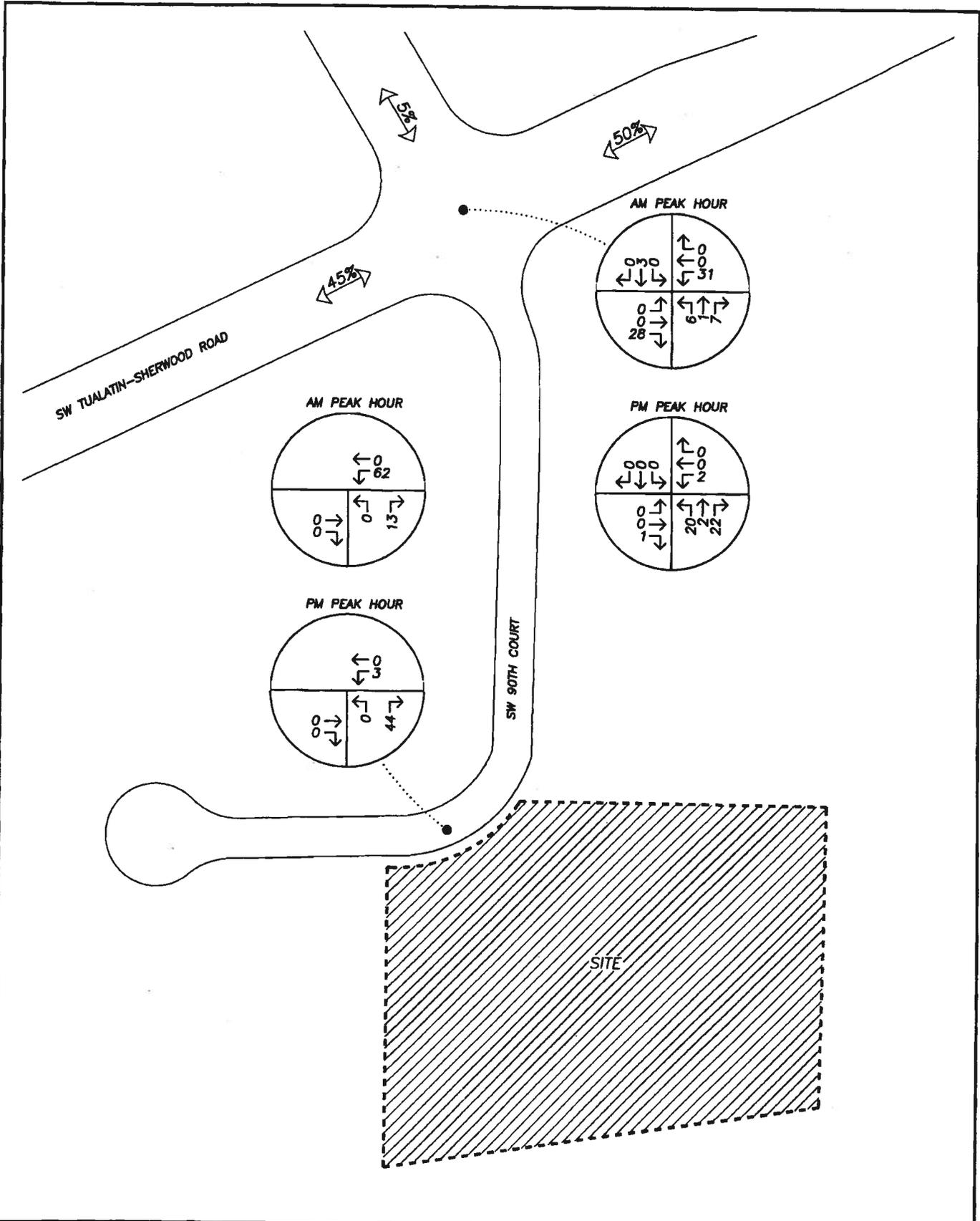
TRIP GENERATION SUMMARY			
	<u>Entering Trips</u>	<u>Exiting Trips</u>	<u>Total Trips</u>
<i>NWRESD School</i>			
AM Peak Hour	44	11	55
PM Peak Hour	0	25	25
<i>22,181 sq.ft. Industrial Space</i>			
AM Peak Hour	18	2	20
PM Peak Hour	3	19	22
<hr/>			
<i>TOTAL</i>			
AM Peak Hour	62	13	75
PM Peak Hour	3	44	47
<hr/>			
<i>33,215 sq.ft. Industrial Space</i>			
AM Peak Hour	27	4	31
PM Peak Hour	4	29	33



Trip Distribution

The NWRESD provides services throughout Washington County. The major travel route into the school will be via SW Tualatin-Sherwood Road. The traffic volumes along SW Tualatin-Sherwood Road were reviewed to determine a directional distribution for the school. SW Tualatin-Sherwood Road is a regional corridor and the traffic volumes reflect an evenly split distribution. Therefore, the traffic volumes from the school were assumed to be evenly split between the east and west at the intersection of SW 90th Avenue/SW 90th Court at SW Tualatin-Sherwood Road.

The traffic flow diagram on page 11 shows the distribution of the site trips from the proposed school. The traffic flow diagrams on page 12 shows the assignment of the site trips to the roadway network during the morning and evening peak hours.



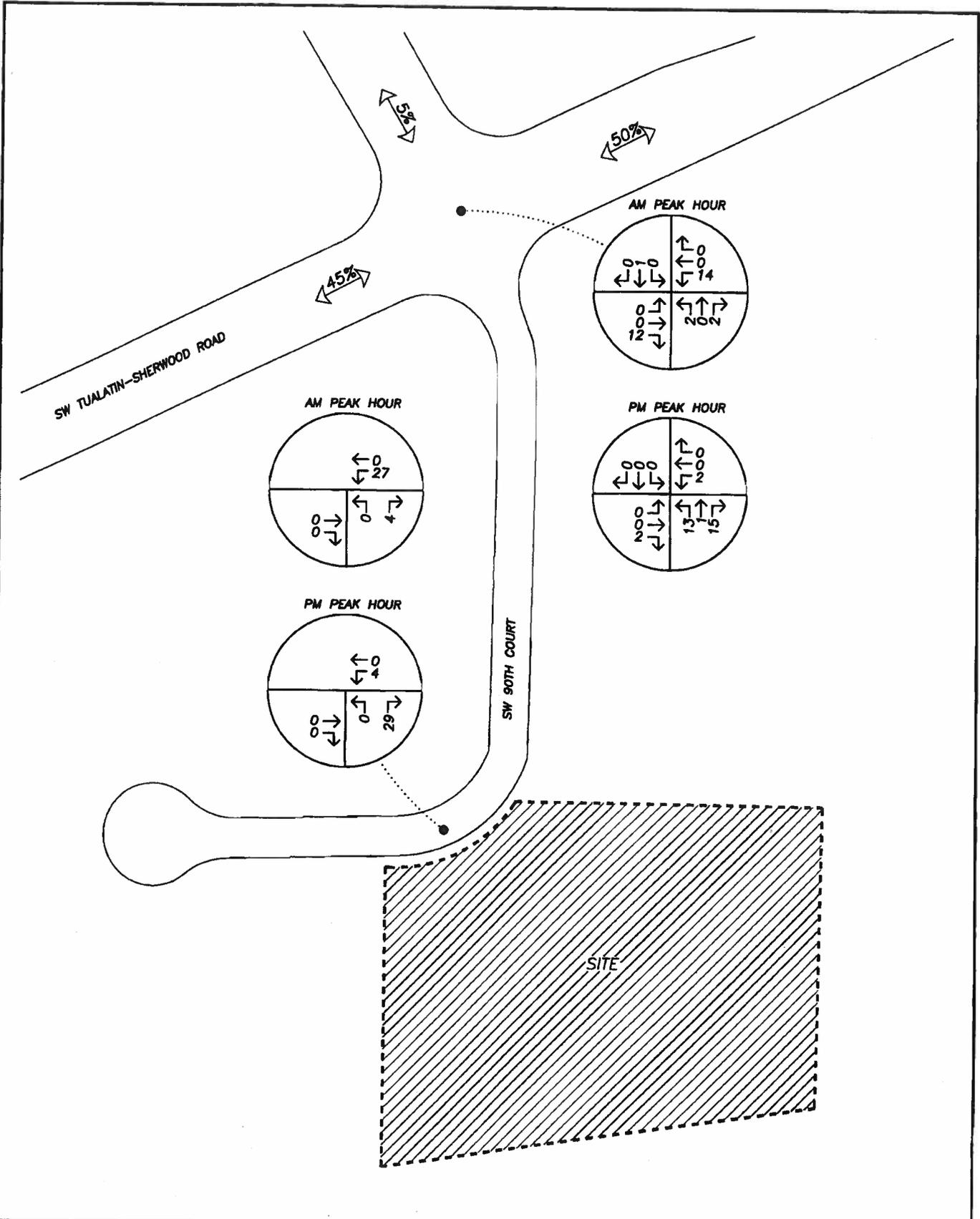
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SITE-GENERATED TRAFFIC
Proposed Development Plan
AM and PM Peak Hours

no scale

FIGURE 3

PAGE 11



Le

SITE-GENERATED TRAFFIC
 Worst-Case Development Plan
 AM and PM Peak Hours



FIGURE
4

PAGE
12



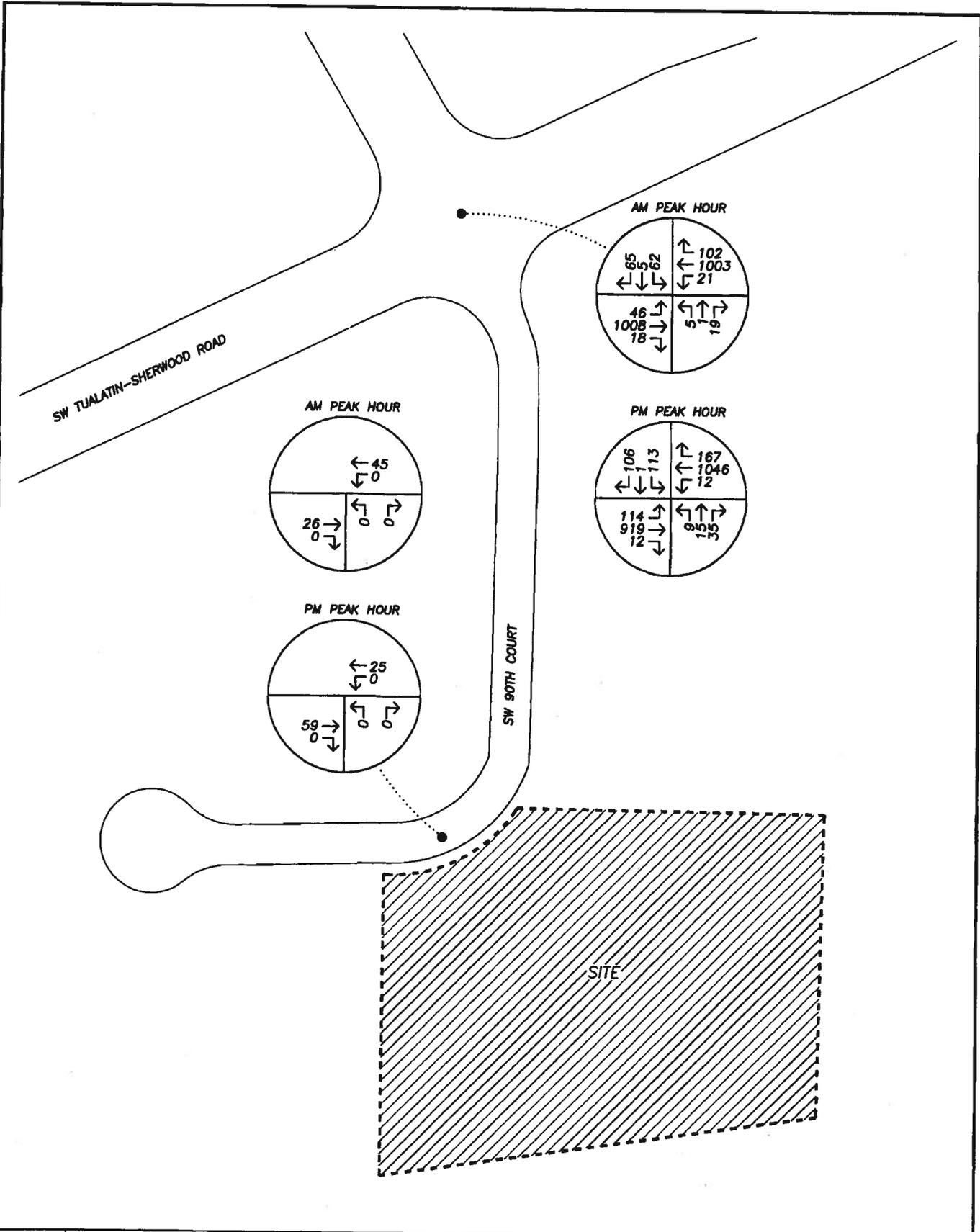
OPERATIONAL ANALYSIS

Background Traffic

Since traffic counts at the study intersections represent existing conditions, a background growth rate of three percent per year for three years was added to the counts at these intersections to approximate background conditions. This growth rate is typically used for short-term regional growth within the METRO region. The proposed school should be in full operation prior to this time.

No specific developments have been identified near the site that will contribute to the traffic volumes at the study intersections. The growth rate accounts for developments that are not in the immediate vicinity of the site, but still may add through traffic on the streets near the site.

The background traffic volumes comprise the existing traffic volumes with the growth rate applied. A traffic flow diagram showing the background traffic volumes during the morning and evening peak hours are given on page 14. A traffic flow diagram showing the background traffic with the site trips from the proposed school and industrial space added is given on page 15. A traffic flow diagram showing the background traffic with the site trips with only the proposed industrial space added is given on page 16.



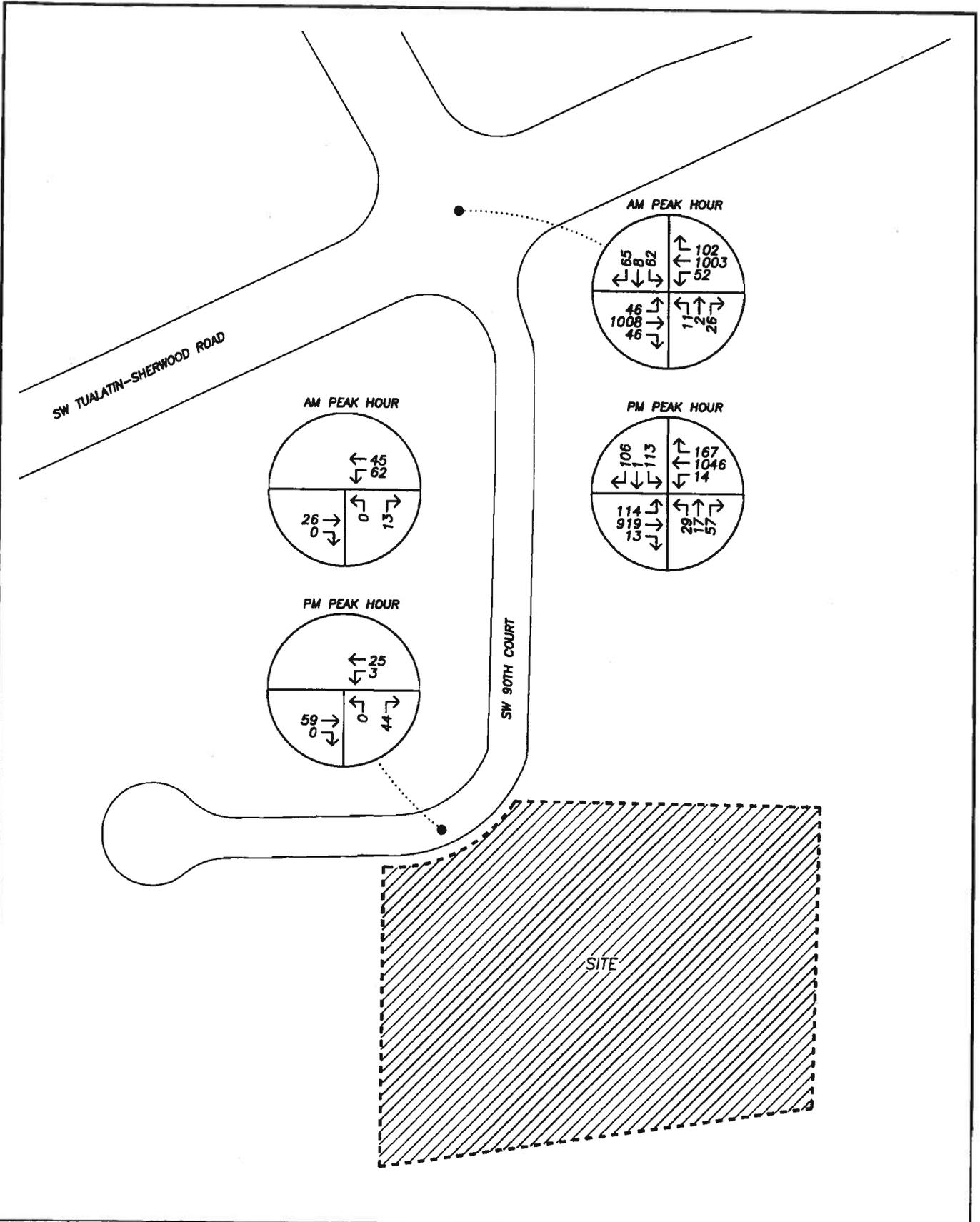
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TRAFFIC VOLUMES
Background Traffic Conditions
AM and PM Peak Hours



FIGURE
5

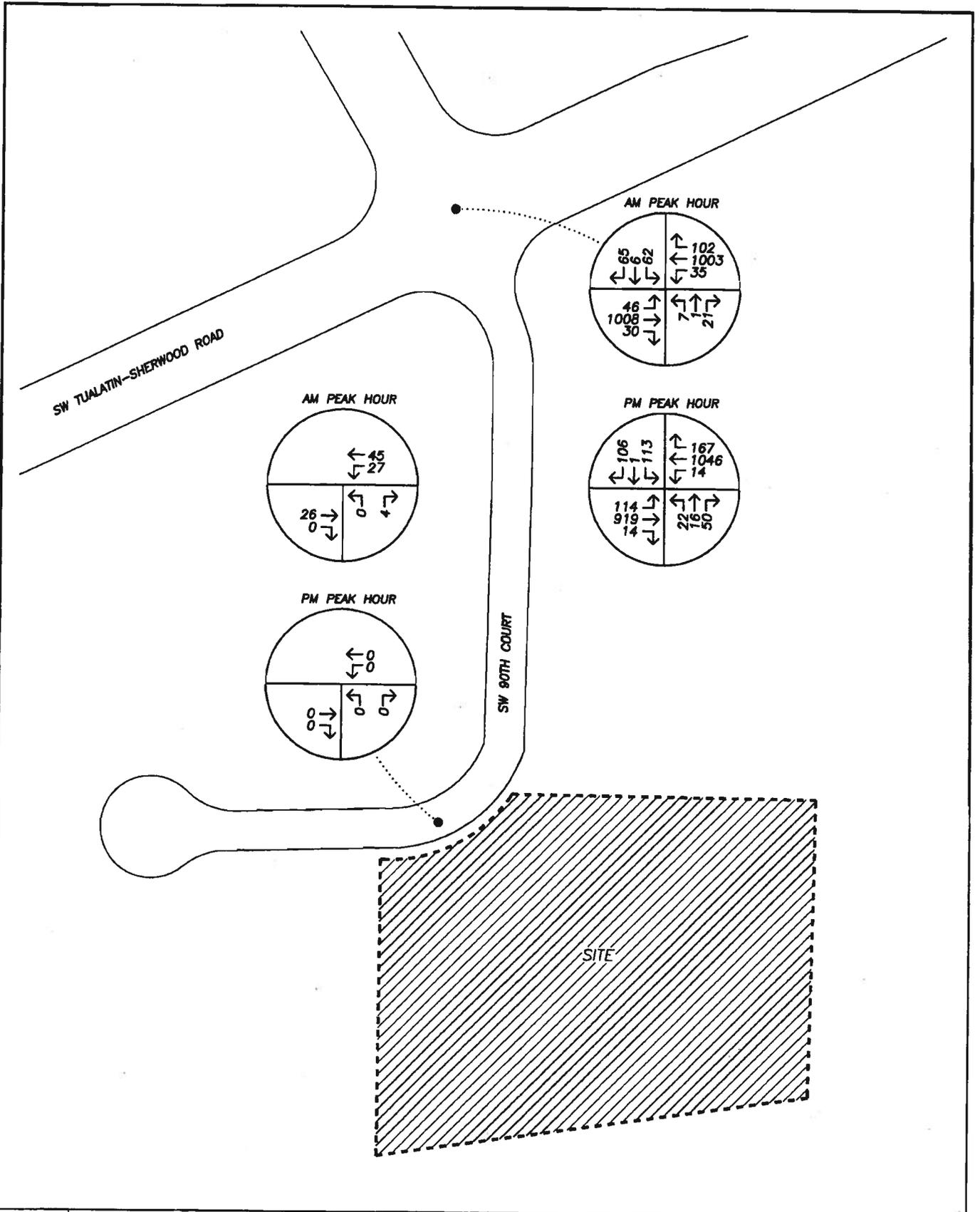
PAGE
14



Le

TRAFFIC VOLUMES
Background plus Site Trips Conditions
AM and PM Peak Hours





Le

TRAFFIC VOLUMES
Background plus Site Trips Conditions
AM and PM Peak Hours



FIGURE
7

PAGE
16



Capacity Analysis

To determine the level of service at the study intersections, a capacity analysis was conducted. The study intersections were analyzed using the signalized and unsignalized intersection analysis method in the *2000 HIGHWAY CAPACITY MANUAL (HCM2000)*, published by the Transportation Research Board. The level of service can range from A, which indicates very little or no delay, to level F, which indicates a high degree of congestion and delay.

The analysis was made for the existing, background, and background plus site conditions during the morning and evening peak hours. The intersection of SW Tualatin-Sherwood Road at SW 90th Avenue/SW 90th Court is under the jurisdiction of Washington County and therefore must operate at v/c ratio of 0.99 or better for signalized intersections. The intersection of SW 90th Court at the site access is under the jurisdiction of Tualatin and must operate at a level of service of E or better.

The study intersections currently operate at a very favorable level of service and v/c ratio during the morning and evening peak hours. In the future, the study intersections will continue to operate acceptably under all scenarios during the morning and evening peak hours.

The results of the capacity analysis, along with the Levels of Service (LOS) and delay are shown in the following table. Tables showing the relationships between delay and level of service are included in the appendix to this report.



LEVEL OF SERVICE SUMMARY

	AM Peak Hour			PM Peak Hour		
	<u>LOS</u>	<u>Delay</u>	<u>V/C</u>	<u>LOS</u>	<u>Delay</u>	<u>V/C</u>
<i>Tualatin-Sherwood Road/90th Court</i>						
Existing Conditions	A	8	0.51	B	16	0.56
Background Conditions	A	9	0.53	B	17	0.59
Background + Site Trips ¹	A	10	0.58	B	18	0.61
Background + Site Trips ²	A	9	0.56	B	18	0.61
<i>90th Court/Site Access</i>						
Background + Site Trips ¹	A	9	0.01	A	9	0.05
Background + Site Trips ²	A	8	0.01	A	9	0.03

¹ With NWRES D School and 22 ksf Industrial Space

² With 33 ksf Industrial Space

LOS = Level of Service

Delay = Average Delay per Vehicle in Seconds

V/C = Volume-to-Capacity ratio

Field observations revealed that SW Tualatin-Sherwood Road is operating at capacity during the evening peak hour. The intersection of SW Tualatin-Sherwood Road at SW 90th Avenue/SW 90th Court does not appear to be a point of constriction to the flow along SW Tualatin-Sherwood Road. There are no mitigations necessary at the study intersections.



SAFETY ANALYSIS

Sight Distance

Required intersection sight distance was calculated from the equations given in *A POLICY ON GEOMETRIC DESIGN OF HIGHWAYS AND STREETS*, published in 2001 by the American Association of State Highway and Transportation Officials (AASHTO). The measurements are based on an eye height of 3.5 feet and an object height of 3.5 feet above the road, with the driver's eye 15 feet behind the edge of the near side travel lane. Based upon the statutory speed of 25 mph along SW 90th Court, the intersection sight distance required is 280 feet in either direction.

The intersection sight distance was measured from the existing access driveway for the site. The sight distance was measured to be 280 feet or more in either direction. There are no obstructions to the sight distance in either direction.

Crash History

A review of the previous five years of crash data at the study intersections was performed. The crash data was obtained from the Oregon Department of Transportation (ODOT) Crash Analysis and Reporting Unit. The crash data and existing traffic counts were used to determine the crash rate for the study intersections. The crash rate is the number of crashes per million entering vehicles at the intersection. Typically, crash rates greater than 1.0 require additional investigation to determine if a safety deficiency exists at the intersection.

The intersection of SW Tualatin-Sherwood Road at SW 90th Avenue/SW 90th Court had five crashes reported in the previous five years of data. All of the crashes at this intersection were rear-end type crashes. This type of crash is typical at signalized intersections. The crash rate for this intersection was computed to be 0.11 crashes per million entering vehicles.

A review of the study intersections and roadways revealed no apparent correctable safety deficiencies. Therefore, no safety related mitigations are required with the proposed school and industrial space.



Queuing Analysis

An analysis of the queuing at the study intersections was conducted for all of the scenarios during the evening peak hour conditions. The queue length for the signalized intersection was calculated from the Poisson distribution of the traffic volumes for each of the lane groups at the intersection. The 95th percentile of the distribution is used to estimate queue length for the traffic movements. This means that 95-percent of the time, the queue length will be less than or equal to what is calculated.

At the signalized intersection of SW Tualatin-Sherwood Road at SW 90th Avenue/SW 90th Court, the striped storage for the northbound left-turn lane was estimated to be approximately 100 feet and the westbound left-turn lane was estimated to be 250 feet. The 95th-percentile queues for these two approaches will be accommodated within the striped storage.

The queue worksheets for all of the analysis scenarios, showing the queue length for every approach at the study intersections, are included in the appendix to this report. The following table shows the queuing for some of the critical movements for the background plus site trips conditions.

QUEUING ANALYSIS			
	AM Peak Hour	PM Peak Hour	
	<u>Queue</u>	<u>Queue</u>	<u>Storage</u>
<i>Tualatin-Sherwood Road/90th Avenue/90th Court</i>			
Northbound Left-turn lane	25	50	100
Northbound through/right-turn lane	75	175	N/A
Westbound Left-turn lane	100	50	250
<i>SW Koll Parkway/Site Access</i>			
Northbound Approach	25	25	N/A

On Site Circulation

The site plan was reviewed to evaluate the circulation for the bus that will be used for the proposed school. As shown in the site plan in the appendix, the bus can circulate the site with no problems.



There is a minor constraint at the site driveway regarding the buses entering and exiting. However, the exiting bus will have a clear line of sight to view entering vehicles and the traffic volumes along SW 90th Court are low enough to allow the bus to enter with little to no delay. Therefore, there are no anticipated problems at this location.

Conclusions

The Northwest Regional Education Service District is proposing to occupy an existing building at 19500 SW 90th Court in Tualatin. The trip generation for the school was estimated based upon data provided and previous projects, since this school is not a typical school facility.

An analysis of the study intersections indicates that all of the intersections will operate acceptably under all of the scenarios evaluated. Field observations revealed that SW Tualatin-Sherwood Road is operating at capacity during the evening peak hour. The intersection of SW Tualatin-Sherwood Road at SW 90th Avenue/SW 90th Court does not appear to be a point of constriction to the flow along SW Tualatin-Sherwood Road. There are no mitigations necessary at the study intersections.

The on-site circulation was reviewed for the proposed school and industrial space. There is a minor constraint at the site driveway regarding the buses entering and exiting. However, the exiting bus will have a clear line of sight to view entering vehicles and the traffic volumes along SW 90th Court are low enough to allow the bus to enter with little to no delay. Therefore, there are no anticipated problems at this location



APPENDIX



LEVEL OF SERVICE

Level of service is used to describe the quality of traffic flow. Levels of service A to C are considered good, and rural roads are usually designed for level of service C. Urban streets and signalized intersections are typically designed for level of service D. Level of service E is considered to be the limit of acceptable delay. For unsignalized intersections, level of service E is generally considered acceptable. Here is a more complete description of levels of service:

Level of service A: Very low delay at intersections, with all traffic signal cycles clearing and no vehicles waiting through more than one signal cycle. On highways, low volume and high speeds, with speeds not restricted by other vehicles.

Level of service B: Operating speeds beginning to be affected by other traffic; short traffic delays at intersections. Higher average intersection delay than for level of service A resulting from more vehicles stopping.

Level of service C: Operating speeds and maneuverability closely controlled by other traffic; higher delays at intersections than for level of service B due to a significant number of vehicles stopping. Not all signal cycles clear the waiting vehicles. This is the recommended design standard for rural highways.

Level of service D: Tolerable operating speeds; long traffic delays occur at intersections. The influence of congestion is noticeable. At traffic signals many vehicles stop, and the proportion of vehicles not stopping declines. The number of signal cycle failures, for which vehicles must wait through more than one signal cycle, are noticeable. This is typically the design level for urban signalized intersections.

Level of service E: Restricted speeds, very long traffic delays at traffic signals, and traffic volumes near capacity. Flow is unstable so that any interruption, no matter how minor, will cause queues to form and service to deteriorate to level of service F. Traffic signal cycle failures are frequent occurrences. For unsignalized intersections, level of service E or better is generally considered acceptable.

Level of service F: Extreme delays, resulting in long queues which may interfere with other traffic movements. There may be stoppages of long duration, and speeds may drop to zero. There may be frequent signal cycle failures. Level of service F will typically result when vehicle arrival rates are greater than capacity. It is considered unacceptable by most drivers.



**LEVEL OF SERVICE CRITERIA
FOR SIGNALIZED INTERSECTIONS**

LEVEL OF SERVICE	CONTROL DELAY PER VEHICLE (Seconds)
A	< 10
B	10-20
C	20-35
D	35-55
E	55-80
F	> 80

**LEVEL OF SERVICE CRITERIA
FOR UNSIGNALIZED INTERSECTIONS**

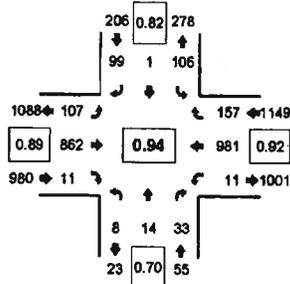
LEVEL OF SERVICE	CONTROL DELAY PER VEHICLE (Seconds)
A	< 10
B	10-15
C	15-25
D	25-35
E	35-50
F	> 50

Type of peak hour being reported: Intersection Peak

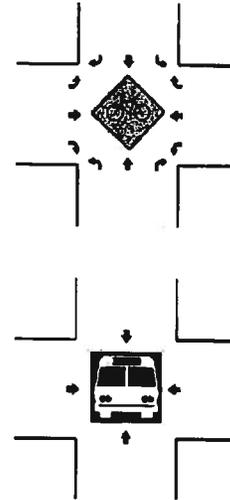
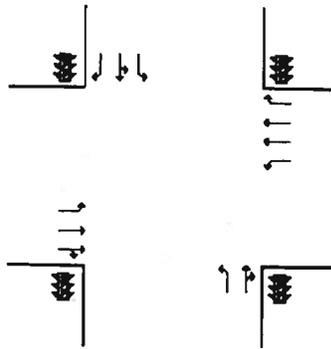
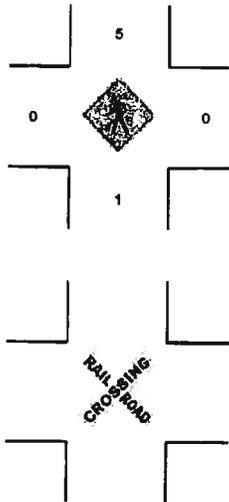
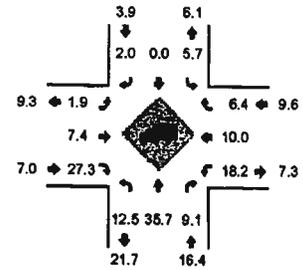
Method for determining peak hour: Total Entering Volume

LOCATION: SW 90th Ave – SW Tualatin Sherwood Rd
CITY/STATE: Tualatin, OR

QC JOB #: 10368402
DATE: 7/1/2008



Peak-Hour: 4:10 PM -- 5:10 PM
Peak 15-Min: 4:35 PM -- 4:50 PM



5-Min Count Period Beginning At	SW 90th Ave (Northbound)				SW 90th Ave (Southbound)				SW Tualatin Sherwood Rd (Eastbound)				SW Tualatin Sherwood Rd (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
4:00 PM	0	1	1	0	7	0	7	0	9	88	2	0	1	80	10	0	208	
4:05 PM	0	1	3	0	12	0	9	0	8	55	1	0	1	78	15	0	183	
4:10 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
4:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
4:20 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
4:25 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
4:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
4:35 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
4:40 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
4:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
4:50 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
4:55 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
5:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
5:05 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
5:10 PM	1	0	0	0	6	0	6	0	8	76	0	0	0	81	15	0	193	2388
5:15 PM	0	1	4	0	6	0	6	0	4	87	0	0	3	76	7	0	196	2374
5:20 PM	1	0	3	0	5	3	2	0	4	68	0	0	0	75	9	0	170	2342
5:25 PM	0	0	0	0	5	0	5	0	4	70	0	0	1	83	13	0	181	2335
5:30 PM	0	3	0	0	2	0	7	0	9	73	0	0	1	69	17	0	181	2333
5:35 PM	0	0	0	0	8	1	6	0	1	71	0	0	0	72	9	0	168	2267
5:40 PM	1	0	0	0	4	0	4	0	6	73	0	0	1	89	16	0	194	2280
5:45 PM	0	0	3	0	7	0	4	0	5	73	0	0	3	68	12	0	175	2234
5:50 PM	0	0	2	0	11	0	5	0	1	73	0	0	0	63	7	0	162	2217
5:55 PM	0	2	1	0	2	0	3	0	4	66	0	0	1	68	14	0	161	2184
Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total	
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
All Vehicles	4	8	32	0	132	0	116	0	124	984	8	0	8	972	156	0	2544	
Heavy Trucks	0	4	4		0	0	4		4	52	4		0	96	0		168	
Pedestrians		0				0				0				0			0	
Bicycles																		
Railroad																		
Stopped Buses																		

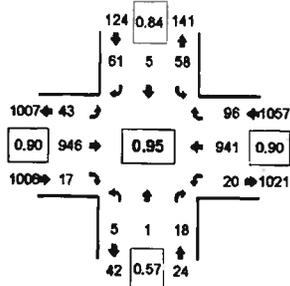
Comments:

Type of peak hour being reported: Intersection Peak

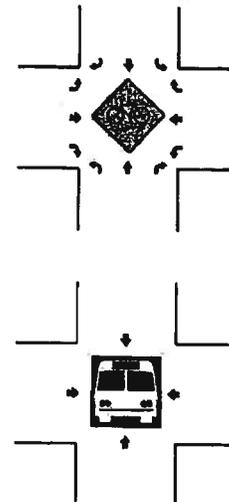
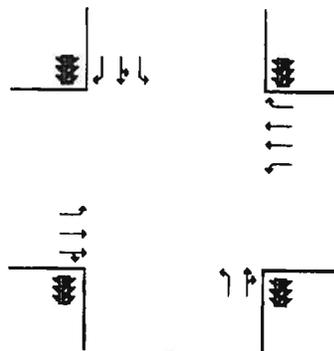
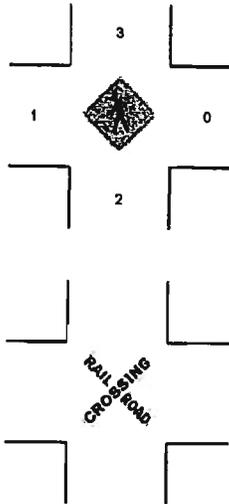
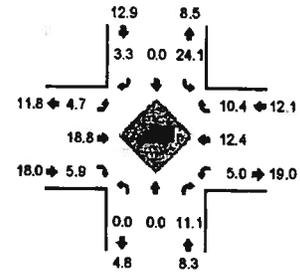
Method for determining peak hour: Total Entering Volume

LOCATION: SW 90th Ave – SW Tualatin-Sherwood Rd
 CITY/STATE: Tualatin, OR

QC JOB #: 10368401
 DATE: 7/2/2008



Peak-Hour: 7:00 AM -- 8:00 AM
 Peak 15-Min: 7:35 AM -- 7:50 AM



5-Min Count Period Beginning At	SW 90th Ave (Northbound)				SW 90th Ave (Southbound)				SW Tualatin-Sherwood Rd (Eastbound)				SW Tualatin-Sherwood Rd (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
7:00 AM	0	0	1	0	8	0	5	0	5	61	2	0	0	82	12	0	176	2204
7:05 AM	0	0	3	0	11	0	1	0	4	78	1	0	1	63	9	0	171	2186
7:10 AM	0	0	1	0	7	0	5	0	4	73	0	0	2	64	5	0	161	2196
7:15 AM	0	0	0	0	7	0	4	0	1	64	0	0	2	61	7	0	146	2160
7:20 AM	0	0	0	0	1	1	4	0	2	73	0	0	1	60	8	0	150	2116
7:25 AM	0	0	3	0	4	0	3	0	6	73	3	0	1	63	5	0	161	2104
7:30 AM	2	0	0	0	4	0	4	0	4	81	1	0	1	77	11	0	185	2113
7:35 AM	0	0	5	0	8	1	7	0	3	79	1	0	4	59	10	0	177	2078
7:40 AM	2	0	3	0	7	1	3	0	1	77	3	0	1	53	3	0	154	2052
7:45 AM	2	0	2	0	14	0	3	0	3	72	2	0	5	69	12	0	184	2044
7:50 AM	1	0	2	0	3	0	4	0	3	105	0	0	0	79	6	0	203	2050
7:55 AM	2	0	3	0	1	1	2	0	4	58	1	1	2	78	7	0	160	2028
Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total	
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
All Vehicles	0	0	12	0	60	4	76	4	52	956	4	0	28	1044	96	0	2336	
Heavy Trucks	0	0	0		4	0	4		0	192	0		4	136	16		356	
Pedestrians			0				0			0				0			0	
Bicycles																		
Railroad																		
Stopped Buses																		

Comments:



TRIP GENERATION CALCULATIONS

Land Use: General Light Industrial
Land Use Code: 110
Variable: 1,000 Square Feet
Variable Quantity: 22.18

AM PEAK HOUR

Trip Rate: 0.92

	Enter	Exit	Total
Directional Distribution	88%	12%	
Trip Ends	8	1	9

PM PEAK HOUR

Trip Rate: 0.98

	Enter	Exit	Total
Directional Distribution	12%	88%	
Trip Ends	1	8	9

WEEKDAY

Trip Rate: 6.97

	Enter	Exit	Total
Directional Distribution	50%	50%	
Trip Ends	7	7	14

SATURDAY

Trip Rate: 1.32

	Enter	Exit	Total
Directional Distribution	50%	50%	
Trip Ends	1	1	2



TRIP GENERATION CALCULATIONS

Land Use: General Light Industrial
Land Use Code: 110
Variable: 1,000 Square Feet
Variable Quantity: 33.22

AM PEAK HOUR

Trip Rate: 0.92

	Enter	Exit	Total
Directional Distribution	88%	12%	
Trip Ends			

PM PEAK HOUR

Trip Rate: 0.98

	Enter	Exit	Total
Directional Distribution	12%	88%	
Trip Ends			

WEEKDAY

Trip Rate: 6.97

	Enter	Exit	Total
Directional Distribution	50%	50%	
Trip Ends			

SATURDAY

Trip Rate: 1.32

	Enter	Exit	Total
Directional Distribution	50%	50%	
Trip Ends			

 08094 - NWRESD Tualatin
 Existing Conditions - AM Peak Hour

Scenario: AM
 Command: AM
 Volume: AM
 Geometry: AM
 Impact Fee: AM
 Trip Generation: AM
 Trip Distribution: AM
 Paths: AM
 Routes: AM
 Configuration: AM

 08094 - NWRESD Tualatin
 Existing Conditions - AM Peak Hour

Impact Analysis Report
 Level Of Service

Intersection	Base Del/ V/ LOS Veh C	Future Del/ V/ LOS Veh C	Change in
# 1 SW T-S Rd/SW 90th Ave/SW 90th	A 8.2 0.505	A 8.2 0.505	+ 0.000 D/V
# 2 SW 90th Ct/Site Access	A 0.0 0.000	A 0.0 0.000	+ 0.000 D/V

08094 - NWRES Tualatin
 Existing Conditions - AM Peak Hour
 Level of Service Detailed Computation Report (Ped/Bike Sat Adj)
 2000 HCM Operations Method
 Base Volume Alternative

 Intersection #1 SW T-S Rd/SW 90th Ave/SW 90th Ct

Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L	T	R	L	T	R	L	T	R	L	T	R
CrswalkWid:	0.00	8.00	0.00	0.00	8.00	0.00	0.00	8.00	0.00	0.00	8.00	0.00
CrswalkLen:	0.00	72.00	0.00	0.00	60.00	0.00	0.00	36.00	0.00	0.00	48.00	0.00
MinPedGrn:	0.00	21.21	0.00	0.00	18.21	0.00	0.00	12.20	0.00	0.00	15.20	0.00
PedGrn:	0.00	21.21	0.00	0.00	18.21	0.00	0.00	12.20	0.00	0.00	15.20	0.00
PedVolume:	0	2	0	0	3	0	0	1	0	0	0	0
PedFlowRate:	0	6	0	0	10	0	0	5	0	0	0	0
BikeVol:	0	0	0	0	0	0	0	0	0	0	0	0
BikeFlowRate:	0	0	0	0	0	0	0	0	0	0	0	0
PedOcc:	0.000	0.003	0.000	0.005	0.000	0.000	0.002	0.000	0.000	0.000	0.000	0.000
BikeOcc:	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
PedAfterOcc:	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
rOcc:	0.000	0.003	0.000	0.005	0.000	0.000	0.002	0.000	0.000	0.000	0.000	0.000
TurnVehAdj:	0.000	0.998	0.000	0.997	0.000	0.000	0.998	0.000	0.000	1.000	1.000	1.000
Prt:	0.000	0.947	0.000	1.000	0.000	0.000	0.018	0.000	0.000	1.000	1.000	1.000
PrtA:	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Plt:	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
PltA:	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
PedBike Adj:	1.000	0.998	1.000	0.997	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000

08094 - NWRES Tualatin
 Existing Conditions - AM Peak Hour
 Level of Service Detailed Computation Report (HCM2000 Queue Method)
 2000 HCM Operations Method
 Base Volume Alternative

 Intersection #1 SW T-S Rd/SW 90th Ave/SW 90th Ct

Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L	T	R	L	T	R	L	T	R	L	T	R
Green/Cycle:	0.03	0.03	0.03	0.03	0.09	0.09	0.09	0.06	0.66	0.66	0.03	0.62
ArrivalType:	3			3			3			3		
ProgFactor:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Q1:	0.1	0.3	0.3	0.5	0.5	1.0	0.7	4.5	4.5	0.3	4.7	0.7
UpstreamVC:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
UpstreamAdj:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
EarlyArrAdj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Q2:	0.1	0.8	0.8	0.3	0.3	0.9	0.8	1.0	1.0	0.8	1.0	0.1
HCM2KQueue:	0.2	1.1	1.1	0.8	0.8	1.9	1.6	5.6	5.6	1.1	5.7	0.8
70thFactor:	1.20	1.20	1.20	1.20	1.20	1.20	1.20	1.19	1.19	1.20	1.19	1.20
HCM2k70thQ:	0.3	1.3	1.3	1.0	1.0	2.3	1.9	6.6	6.6	1.4	6.7	1.0
85thFactor:	1.60	1.59	1.59	1.59	1.59	1.58	1.58	1.55	1.55	1.59	1.55	1.59
HCM2k85thQ:	0.3	1.8	1.8	1.3	1.3	3.1	2.5	8.6	8.6	1.8	8.8	1.3
90thFactor:	1.80	1.78	1.78	1.78	1.78	1.76	1.77	1.70	1.70	1.78	1.70	1.78
HCM2k90thQ:	0.4	2.0	2.0	1.4	1.4	3.4	2.8	9.5	9.5	2.0	9.6	1.4
95thFactor:	2.09	2.06	2.06	2.07	2.07	2.04	2.05	1.94	1.94	2.06	1.94	2.07
HCM2k95thQ:	0.5	2.3	2.3	1.7	1.7	3.9	3.2	10.8	10.8	2.3	11.0	1.7
98thFactor:	2.68	2.62	2.62	2.64	2.64	2.56	2.59	2.35	2.35	2.62	2.35	2.64
HCM2k98thQ:	0.6	2.9	2.9	2.1	2.1	5.0	4.1	13.1	13.1	3.0	13.3	2.1

08094 - NWRESD Tualatin
Existing Conditions - PM Peak Hour

Scenario Report

Scenario: PM
Command: PM
Volume: PM
Geometry: PM
Impact Fee: PM
Trip Generation: PM
Trip Distribution: PM
Paths: PM
Routes: PM
Configuration: PM

08094 - NWRESD Tualatin
Existing Conditions - PM Peak Hour

Impact Analysis Report
Level Of Service

Intersection	Base Del/ V/ LOS Veh C	Future Del/ V/ LOS Veh C	Change in
# 1 SW T-S Rd/SW 90th Ave/SW 90th	B 16.1 0.555	B 16.1 0.555	+ 0.000 D/V
# 2 SW 90th Ct/Site Access	A 0.0 0.000	A 0.0 0.000	+ 0.000 D/V

08094 - NWRES Tualatin
Existing Conditions - PM Peak Hour

Level Of Service Detailed Computation Report (Ped/Bike Sat Adj)

2000 HCM Operations Method

Base Volume Alternative

Intersection #1 SW T-S Rd/SW 90th Ave/SW 90th Ct

Approach:	North Bound			South Bound			East Bound			West Bound		
	L	T	R	L	T	R	L	T	R	L	T	R
CrosswalkWid:	0.00	8.00	0.00	0.00	8.00	0.00	0.00	8.00	0.00	0.00	8.00	0.00
CrosswalkLen:	0.00	72.00	0.00	0.00	60.00	0.00	0.00	36.00	0.00	0.00	48.00	0.00
MinPedGrn:	0.00	21.21	0.00	0.00	18.24	0.00	0.00	12.20	0.00	0.00	15.20	0.00
PedGrn:	0.00	21.21	0.00	0.00	18.24	0.00	0.00	12.20	0.00	0.00	15.20	0.00
PedVolume:	0	1	0	0	5	0	0	0	0	0	0	0
PedFlowRate:	0	5	0	0	27	0	0	0	0	0	0	0
BikeVol:	0	0	0	0	0	0	0	0	0	0	0	0
BikeFlowRate:	0	0	0	0	0	0	0	0	0	0	0	0
PedOcc:	0.000	0.002	0.000	0.000	0.014	0.000	0.000	0.000	0.000	0.000	0.000	0.000
BikeOcc:	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
PedAfterOcc:	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
rOcc:	0.000	0.002	0.000	0.000	0.014	0.000	0.000	0.000	0.000	0.000	0.000	0.000
TurnVehAdj:	0.000	0.999	0.000	0.000	0.992	0.000	0.000	1.000	0.000	0.000	1.000	0.000
Prt:	0.000	0.702	0.000	0.000	1.000	0.000	0.000	0.013	0.000	0.000	1.000	0.000
Prt:	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Plt:	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Plt:	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
PedBike Adj:	1.000	0.999	1.000	1.000	0.992	1.000	1.000	1.000	1.000	1.000	1.000	1.000

08094 - NWRES Tualatin
Existing Conditions - PM Peak Hour

Level Of Service Detailed Computation Report (HCM2000 Queue Method)

2000 HCM Operations Method

Base Volume Alternative

Intersection #1 SW T-S Rd/SW 90th Ave/SW 90th Ct

Approach:	North Bound			South Bound			East Bound			West Bound		
	L	T	R	L	T	R	L	T	R	L	T	R
Green/Cycle:	0.06	0.06	0.06	0.12	0.12	0.12	0.12	0.12	0.68	0.68	0.02	0.57
ArrivalType:	3			3			3			3		
Q1:	0.2	1.4	1.3	1.4	1.4	2.8	3.0	6.0	6.0	0.3	9.5	2.2
UpstreamVC:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
UpstreamAdj:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
EarlyArrAdj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
O2:	0.1	1.0	1.0	0.4	0.4	1.1	1.1	0.7	0.7	0.5	1.2	0.2
HCM2KQueue:	0.3	2.4	2.4	1.8	1.8	3.9	4.1	6.7	6.7	0.9	10.8	2.5
70thFactor:	1.20	1.19	1.19	1.20	1.20	1.19	1.19	1.18	1.18	1.20	1.18	1.19
HCM2k70thQ:	0.4	2.8	2.8	2.1	2.1	4.6	4.9	8.0	8.0	1.0	12.7	3.0
85thFactor:	1.60	1.58	1.58	1.58	1.58	1.56	1.56	1.54	1.54	1.59	1.51	1.58
HCM2k85thQ:	0.5	3.8	3.8	2.8	2.8	6.1	6.4	10.4	10.4	1.4	16.2	3.9
90thFactor:	1.79	1.76	1.76	1.77	1.77	1.73	1.73	1.69	1.69	1.78	1.63	1.75
HCM2k90thQ:	0.6	4.2	4.2	3.2	3.2	6.7	7.1	11.3	11.3	1.5	17.6	4.3
95thFactor:	2.09	2.03	2.03	2.04	2.04	1.98	1.98	1.91	1.91	2.07	1.83	2.02
HCM2k95thQ:	0.7	4.8	4.8	3.7	3.7	7.7	8.1	12.9	12.9	1.8	19.7	5.0
98thFactor:	2.68	2.53	2.53	2.57	2.57	2.44	2.43	2.30	2.30	2.64	2.14	2.53
HCM2k98thQ:	0.9	6.0	6.0	4.6	4.6	9.5	10.0	15.4	15.4	2.3	23.0	6.3

08094 - NWRESD Tualatin
Background Conditions - AM Peak Hour

Scenario Report

Scenario: AM
Command: AM
Volume: AM
Geometry: AM
Impact Fee: AM
Trip Generation: AM
Trip Distribution: AM
Paths: AM
Routes: AM
Configuration: AM

08094 - NWRESD Tualatin
Background Conditions - AM Peak Hour

Impact Analysis Report
Level Of Service

Intersection	Base Del./ LOS Veh C	V/ C	Future Del./ LOS Veh C	V/ C	Change in
# 1 SW T-S Rd/SW 90th Ave/SW 90th	A 8.6	0.527	A 8.6	0.527	+ 0.000 D/V
# 2 SW 90th Ct/Site Access	A 0.0	0.000	A 0.0	0.000	+ 0.000 D/V

08094 - NWRES Tualatin
Background Conditions - AM Peak Hour

Level Of Service Detailed Computation Report (Ped/Bike Sat Adj)
2000 HCM Operations Method
Future Volume Alternative

Approach:	North Bound			South Bound			East Bound			West Bound		
	L	T	R	L	T	R	L	T	R	L	T	R
CrosswalkMid:	0.00	0.00	0.00	8.00	0.00	0.00	8.00	0.00	0.00	0.00	8.00	0.00
CrosswalkLen:	0.00	72.00	0.00	60.00	0.00	0.00	36.00	0.00	0.00	0.00	48.00	0.00
MinPedGrn:	0.00	21.21	0.00	18.21	0.00	0.00	12.20	0.00	0.00	0.00	15.20	0.00
PedGrn:	0.00	21.21	0.00	18.21	0.00	0.00	12.20	0.00	0.00	0.00	15.20	0.00
PedVolume:	0	2	0	0	0	0	1	0	0	0	0	0
PedFlowRate:	0	6	0	0	0	0	5	0	0	0	0	0
BikeVol:	0	0	0	0	0	0	0	0	0	0	0	0
BikeFlwRate:	0	0	0	0	0	0	0	0	0	0	0	0
PedOcc:	0.000	0.003	0.000	0.005	0.000	0.000	0.002	0.000	0.000	0.000	0.000	0.000
BikeOcc:	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
PedAfterOcc:	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
rOcc:	0.000	0.003	0.000	0.005	0.000	0.000	0.002	0.000	0.000	0.000	0.000	0.000
TurnVehAdj:	0.000	0.998	0.000	0.997	0.000	0.000	0.998	0.000	0.000	0.000	1.000	0.000
Prt:	0.000	0.947	0.000	1.000	0.000	0.000	0.018	0.000	0.000	0.000	1.000	0.000
Prt:	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Pit:	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Pita:	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
PedBike Adj:	1.000	0.998	1.000	0.997	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000

08094 - NWRES Tualatin
Background Conditions - AM Peak Hour

Level Of Service Detailed Computation Report (HCM2000 Queue Method)
2000 HCM Operations Method
Future Volume Alternative

Approach:	North Bound			South Bound			East Bound			West Bound		
	L	T	R	L	T	R	L	T	R	L	T	R
Green/Cycle:	0.03	0.03	0.03	0.03	0.09	0.09	0.09	0.06	0.66	0.66	0.03	0.62
ArrivalType:	3	3	3	3	3	3	3	3	3	3	3	3
Q1:	0.1	0.4	0.4	0.5	0.5	1.1	0.8	5.0	5.0	0.4	5.2	0.7
UpstreamVC:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
UpstreamAdj:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
EarlyArrAdj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Q2:	0.1	0.8	0.8	0.3	0.3	1.0	0.9	1.2	1.2	0.9	1.1	0.1
HCM2KQueue:	0.2	1.2	1.2	0.9	0.9	2.1	1.7	6.2	6.2	1.2	6.3	0.9
70thFactor:	1.20	1.20	1.20	1.20	1.20	1.19	1.20	1.19	1.19	1.20	1.19	1.20
HCM2K70thQ:	0.3	1.4	1.4	1.0	1.0	2.5	2.1	7.4	7.4	1.5	7.5	1.0
85thFactor:	1.60	1.59	1.59	1.59	1.59	1.58	1.58	1.54	1.54	1.59	1.54	1.59
HCM2K85thQ:	0.4	1.9	1.9	1.4	1.4	3.3	2.7	9.6	9.6	2.0	9.7	1.4
90thFactor:	1.80	1.78	1.78	1.78	1.78	1.76	1.77	1.69	1.69	1.78	1.69	1.78
HCM2K90thQ:	0.4	2.1	2.1	1.5	1.5	3.7	3.1	10.5	10.5	2.2	10.7	1.6
95thFactor:	2.09	2.06	2.06	2.07	2.07	2.03	2.05	1.93	1.93	2.06	1.92	2.07
HCM2K95thQ:	0.5	2.4	2.4	1.8	1.8	4.2	3.5	11.9	11.9	2.5	12.1	1.8
98thFactor:	2.68	2.61	2.61	2.64	2.64	2.55	2.58	2.32	2.32	2.61	2.32	2.64
HCM2K98thQ:	0.6	3.1	3.1	2.3	2.3	5.3	4.4	14.4	14.4	3.2	14.6	2.3

08094 - NWRES D Tualatin
 Background Conditions - PM Peak Hour

 Scenario Report

Scenario: PM
 Command: PM
 Volume: PM
 Geometry: PM
 Impact Fee: Default Impact Fee
 Trip Generation: PM
 Trip Distribution: Default Trip Distribution
 Paths: Default Path
 Routes: Default Route
 Configuration: PM

08094 - NWRES D Tualatin
 Background Conditions - PM Peak Hour

 Impact Analysis Report
 Level Of Service

Intersection	Base Del/ V/ LOS Veh C	Future Del/ V/ LOS Veh C	Change in
# 1 SW T-S Rd/SW 90th Ave/SW 90th	B 16.6 0.591	B 16.6 0.591	+ 0.000 D/V
# 2 SW 90th Ct/Site Access	A 0.0 0.000	A 0.0 0.000	+ 0.000 D/V

08094 - NWRESD Tualatin
Background Conditions - PM Peak Hour
Level Of Service Detailed Computation Report (Ped/Bike Sat Adj)
2000 HCM Operations Method
Future Volume Alternative

Table with columns: Approach, Movement, North Bound, South Bound, East Bound, West Bound. Rows include: CrsswalkWid, CrsswalkLen, MinPedGrn, PedGrn, PedVolume, PedFlowRate, BikeVol, BikeFlowRate, PedOcc, BikeOcc, PedAfterOcc, TurnVehAdj, Prt, Pfts, Pfts, PedBike Adj.

08094 - NWRESD Tualatin
Background Conditions - PM Peak Hour
Level Of Service Detailed Computation Report (HCM2000 Queue Method)
2000 HCM Operations Method
Future Volume Alternative

Table with columns: Approach, Movement, North Bound, South Bound, East Bound, West Bound. Rows include: Intersection #1 SW T-S Rd/SW 90th Ave/SW 90th Ct, Green/Cycle, ArrivType, ProgFactor, Q1, UpstreamVC, UpstreamAdj, EarlyArrAdj, Q2, HCM2KQueue, HCM2K70thQ, HCM2K85thQ, HCM2K90thQ, HCM2K95thQ, HCM2K95thQ, HCM2K95thQ, HCM2K98thQ.

08094 - NWRES2 Tualatin
Background Conditions - PM Peak Hour
Level Of Service Computation Report

2000 HCM Unsignalized Method (Future Volume Alternative)
Intersection #2 SW 90th Ct/Site Access

Average Delay (sec/veh): 0.0 Worst Case Level Of Service: A [0.0]

Street Name: Site Access SW 90th Court
Approach: North Bound South Bound East Bound West Bound

Movement: L - T - R L - T - R L - T - R L - T - R

Control: Stop Sign Stop Sign Uncontrolled Uncontrolled
Rights: Include Include Include Include

Lanes: 0 0 1 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0

Volume Module: >> Count Date: 1 Jul 2008 << PM Peak Hour

Table with 18 columns: Base Vol, Growth Adj, Initial Bse, Added Vol, PasserByVol, Initial Fut, User Adj, PHF Adj, PHF Volume, Reduct Vol, FinalVolume. Rows include various traffic metrics and values.

Critical Gap Module:
Critical Gp: 6.4 6.5 6.2 xxxxxx xxxxx
FollowUpTim: 3.5 4.0 3.3 xxxxxx xxxxx xxxxx xxxxx xxxxx xxxxx xxxxx xxxxx xxxxx xxxxx xxxxx

Capacity Module:
Conflict Vol: 88 88 62 xxxxx
Potent Cap.: 917 805 1008 xxxxx
Move Cap.: 917 805 1008 xxxxx
Volume/Cap: 0.00 0.00 0.00 xxxxx xxxxx xxxxx xxxxx xxxxx xxxxx xxxxx xxxxx xxxxx xxxxx

Level Of Service Module:
2Way95thQ: xxxxx
Control Del: xxxxx
LOS by Move: LT - LTR - RT
Shared Cap.: xxxxx 0 xxxxx
SharedQueue: xxxxx
Shrd ConDel: xxxxx
Shared LOS: xxxxx
ApproachDel: xxxxxx xxxxxx xxxxxx xxxxxx xxxxxx
ApproachLOS: xxxxxx xxxxxx xxxxxx xxxxxx xxxxxx

Note: Queue reported is the number of cars per lane.

08094 - NWRES D Tualatin
 With School Conditions - AM Peak Hour
 Scenario Report

Scenario: AM
 Command: AM
 Volume: AM
 Geometry: AM
 Impact Fee: Default Impact Fee
 Trip Generation: AM
 Trip Distribution: Default Trip Distribution
 Paths: Default Path
 Routes: Default Route
 Configuration: AM

08094 - NWRES D Tualatin
 With School Conditions - AM Peak Hour
 Trip Generation Report

Forecast for AM									
Zone #	Subzone	Amount	Units	Rate In	Rate Out	Trips In	Trips Out	Total Trips	Total % Of Trips
1	NWRES D Schoo	1.00	School	44.00	11.00	44	11	55	73.3
	Zone 1 Subtotal					44	11	55	73.3
2	Light Indust	1.00	Light Industri	18.00	2.00	18	2	20	26.7
	Zone 2 Subtotal					18	2	20	26.7
TOTAL						62	13	75	100.0

08094 - NWRES D Tualatin
With School Conditions - AM Peak Hour

Impact Analysis Report
Level Of Service

Intersection	Base Del/V	Future Del/V	Change in
# 1 SW T-S Rd/SW 90th Ave/SW 90th	A 8.6 0.527	A 9.7 0.584	+ 1.154 D/V
# 2 SW 90th Ct/site Access	A 0.0 0.000	A 8.5 0.000	+ 8.459 D/V

08094 - NWRES D Tualatin
With School Conditions - AM Peak Hour

Level Of Service Computation Report
2000 HCM Operations Method (Future Volume Alternative)

Intersection #1 SW T-S Rd/SW 90th Ave/SW 90th Ct
Critical Vol./Cap.(X): 0.584
Average Delay (sec/veh): 9.7

Cycle (sec): 60
Loss Time (sec): 12 (Y+R=4.0 sec)
Optimal Cycle: 60
Level Of Service: A

Street Name: SW 90th Avenue/SW 90th Court
Approach: North Bound South Bound East Bound West Bound
Movement: L - T - R L - T - R L - T - R L - T - R

Control: Split Phase Split Phase Protected Protected
Rights: Include Include Include Include
Min. Green: 0 0 0 0 1 1 0 0 0 0 0 0 0 0 0 0 0 0

Lanes: 1 0 0 1 0 1 1 0 0 1 1 0 0 1 0 0 1 0 0 1

Volume Module: >> Count Date: 2 Jul 2008 << AM Peak Hour

Base Vol:	5	1	18	5	61	43	946	17	20	941	96
Growth Adj:	1.07	1.07	1.07	1.07	1.07	1.07	1.07	1.07	1.07	1.07	1.07
Initial Bse:	5	1	19	62	5	65	46	1008	18	21	1003
Added Vol:	6	1	7	0	3	0	0	0	0	31	0
PasserByVol:	0	0	0	0	0	0	0	0	0	0	0
Initial Fut:	11	2	26	62	8	65	46	1008	46	52	1003
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
PHF Volume:	12	2	28	65	9	68	48	1062	49	55	1056
Reduced Vol:	0	0	0	0	0	0	0	0	0	0	0
Reduct Vol:	12	2	28	65	9	68	48	1062	49	55	1056
PCE Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
FinalVolume:	12	2	28	65	9	68	48	1062	49	55	1056

Saturation Flow Module:
Sat/Lane: 1900 1900 1900 1900 1900 1900 1900 1900 1900 1900 1900 1900

Adjustment: 0.88 0.80 0.80 0.85 0.85 0.75 0.80 0.80 0.80 0.80 0.85 0.85 0.76
Lanes: 1.00 0.07 0.93 1.76 0.24 1.00 1.00 1.91 0.09 1.00 2.00 1.00
Final Sat.: 1671 111 1402 2839 383 1425 1529 2903 133 1612 3224 1442

Capacity Analysis Module:
Vol/Sat: 0.01 0.02 0.02 0.02 0.02 0.05 0.03 0.37 0.37 0.03 0.33 0.07

Crit Moves: ****
Green/Cycle: 0.03 0.03 0.03 0.08 0.08 0.08 0.06 0.63 0.63 0.06 0.62 0.62

Volume/Cap: 0.21 0.58 0.58 0.28 0.28 0.58 0.52 0.58 0.58 0.58 0.52 0.12
Delay/Veh: 30.1 44.8 44.8 26.4 26.4 33.9 32.8 7.1 7.1 36.6 6.6 4.6

User DelAdj: 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00
AdjDel/Veh: 30.1 44.8 44.8 26.4 26.4 33.9 32.8 7.1 7.1 36.6 6.6 4.6

LOS by Move: C D D C C C C C C C A D A
HCM2RAVQ: 0 2 2 1 1 2 2 7 7 2 6 1

Note: Queue reported is the number of cars per lane.

Traffic 7.9.0215 (c) 2008 Dowling Assoc. Licensed to LANCASTER ENG., PORTLAND

Traffic 7.9.0215 (c) 2008 Dowling Assoc. Licensed to LANCASTER ENG., PORTLAND

08094 - NWRESD Tualatin
 With School Conditions - AM Peak Hour
 Level Of Service Detailed Computation Report (HCM2000 Queue Method)
 2000 HCM Operations Method
 Future Volume Alternative

 Intersection #1 SW T-S Rd/SW 90th Ave/SW 90th Ct

Approach: North Bound South Bound East Bound West Bound
 Movement: L T R L T R L T R L T R

Green/Cycle:	0.03	0.03	0.03	0.08	0.08	0.08	0.06	0.63	0.63	0.06	0.62	0.62
ArrivalType:	3			3			3			3		
ProgFactor:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Q1:	0.2	0.5	0.5	0.6	0.6	1.1	0.8	5.7	5.7	0.9	5.2	0.7
UpstreamVC:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
UpstreamAdj:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
EarlyArrAdj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Q2:	0.3	1.0	1.0	0.4	0.4	1.2	0.9	1.4	1.4	1.1	1.1	0.1
HCM2KQueue:	0.5	1.5	1.5	1.0	1.0	2.3	1.7	7.1	7.1	2.0	6.3	0.9
70thFactor:	1.20	1.20	1.20	1.19	1.20	1.18	1.18	1.20	1.18	1.20	1.19	1.20
HCM2k70thQ:	0.5	1.8	1.8	1.1	1.1	2.7	2.1	8.4	8.4	2.4	7.4	1.0
85thFactor:	1.60	1.59	1.59	1.58	1.58	1.54	1.54	1.58	1.54	1.58	1.54	1.59
HCM2k85thQ:	0.7	2.4	2.4	1.5	1.5	3.6	2.7	10.9	10.9	3.2	9.7	1.4
90thFactor:	1.79	1.77	1.77	1.78	1.78	1.76	1.77	1.68	1.68	1.76	1.69	1.78
HCM2k90thQ:	0.8	2.7	2.7	1.7	1.7	4.0	3.0	12.0	12.0	3.6	10.6	1.5
95thFactor:	2.09	2.05	2.05	2.07	2.07	2.03	2.05	1.90	1.90	2.04	1.92	2.07
HCM2k95thQ:	0.9	3.1	3.1	2.0	2.0	4.6	3.5	13.5	13.5	4.1	12.1	1.8
98thFactor:	2.67	2.59	2.59	2.63	2.63	2.54	2.58	2.28	2.28	2.56	2.32	2.64
HCM2k98thQ:	1.2	3.9	3.9	2.5	2.5	5.8	4.4	16.2	16.2	5.2	14.5	2.3

08094 - NWRESD Tualatin
 With School Conditions - AM Peak Hour
 Level Of Service Computation Report
 2000 HCM Unsignalized Method (Future Volume Alternative)

 Intersection #2 SW 90th Ct/Site Access

Average Delay (sec/veh): 3.9 Worst Case Level Of Service: A [8.5]
 Street Name: Site Access SW 90th Court

Approach: North Bound South Bound East Bound West Bound
 Movement: L T R L T R L T R L T R

Control:	Stop Sign	Stop Sign	Uncontrolled	Uncontrolled
Rights:	Include	Include	Include	Include
Lanes:	0	0	0	0
Volume Module:	>> Count Date: 2 Jul 2008	<< AM Peak Hour		
Base Vol:	0	0	0	0
Growth Adj:	1.07	1.07	1.07	1.07
Initial Bse:	0	0	0	0
Added Vol:	0	0	0	0
PasserByVol:	0	0	0	0
Initial Fut:	0	0	0	0
User Adj:	1.00	1.00	1.00	1.00
PHF Adj:	0.95	0.95	0.95	0.95
PHF Volume:	0	0	0	0
Reduct Vol:	0	0	0	0
FinalVolume:	0	0	0	0

Critical Gap Module:
 Critical Gap: 6.2
 FollowUpTime: 3.3

Capacity Module:
 Conflict Vol: 27
 Potent Cap: 1054
 Move Cap: 1054
 Volume/Cap: 0.01

Level Of Service Module:
 2Way95thQ: 0.0
 Control Del: 8.5
 LOS by Move: A
 Movement: LT - LTR - RT LT - LTR - RT LT - LTR - RT
 Shared Cap: 0.1
 SharedQueue: 0.1
 Shrd ConDel: 0.04
 Shared LOS: A
 ApproachDel: 8.5
 ApproachLOS: A

Note: Queue reported is the number of cars per lane.

08094 - NWRES D Tualatin
With School Conditions - AM Peak Hour
Level Of Service Detailed Computation Report
2000 HCM Unsignalized Method
Future Volume Alternative

Intersection #2 SW 90th Ct/Site Access

Approach: North Bound South Bound East Bound West Bound
Movement: L - T - R L - T - R L - T - R L - T - R
HevVeh: 0% 0% 8% 5%
Grade: 0% 0% 0% 0%
Peds/Hour: 0 0 0 0
Pedestrian Walk Speed: 4.00 feet/sec
LaneWidth: 12 feet 12 feet 12 feet 12 feet
Time Period: 0.25 hour

Upstream Signals:
Link Index: #7
Dist(miles): 0.110
Speed (mph): 25.00
SignalIndex: #1
Cycle Time: 60 secs
InitVolume: 52 8
Saturation: 1612 383
ArrivalType: 3 3
G/C: 0.06 0.08

*** Computation 1: Time for Queue to Clear at Each Upstream Intersection
P: 0.058 0.082
gq1: 1.83 1.20
gq2: 0.06 0.03
gq: 1.90 1.23

*** Computation 2: Time Intersection Blocked Because of Upstream Platoons
alpha: 0.550
beta: 0.645
ta (secs): 15.840
F: 0.151
f: 0.000 0.000

vcmx: 0 0
vcg: 0 0
vcmin: 1000 1000
tp: 0.0 0.0
p: 0.000

*** Computation 3: Platoon Event Periods
pdom/psubo: 0.000/0.000/Unconstrained

*** Computation 4: Conflicting Flows During Each Unblocked Period
InitCnfVol: 205 205 27 211 205 47 0 xxxxx xxxxxx 27 xxxxx xxxxxx
AdjCnfVol: 205 205 27 211 205 47 0 xxxxx xxxxxx 27 xxxxx xxxxxx
UpstreamAdj: 1.00 1.000 1.000 1.000 1.000 1.000 1.00 1.00 x.xxx x.xxx 1.00 x.xxx x.xxx
ConflictVol: 205 205 27 211 205 47 0 xxxxx xxxxxx 27 xxxxx xxxxxx

*** Computation 5: Capacity for Subject Movement During Unblocked Period
InitPotCap: 788 695 1054 750 695 1028 900 xxxxxx xxxxxx 1568 xxxxxx xxxxxx
UpstreamAdj: 1.00 1.000 1.000 1.000 1.000 1.000 1.00 x.xxx x.xxx 1.00 x.xxx x.xxx
Potent Cap.: 788 695 1054 750 695 1028 900 xxxxxx xxxxxx 1568 xxxxxx xxxxxx

08094 - NWRES D Tualatin
 With School Conditions - PM Peak Hour
 Scenario Report

Scenario: PM
 Command: PM
 Volume: PM
 Geometry: PM
 Impact Fee: PM
 Trip Generation: PM
 Trip Distribution: PM
 Paths: PM
 Routes: PM
 Configuration: PM

08094 - NWRES D Tualatin
 With School Conditions - PM Peak Hour
 Trip Generation Report

Forecast for PM

Zone #	Subzone	Amount	Units	Rate		Trips		Total % of Trips	Total Trips
				In	Out	In	Out		
1	NWRES D Schoo	1.00	School	0.00	25.00	0	25	25	53.2
	Zone 1 Subtotal					0	25	25	53.2
2	Light Indust	1.00	Light Industri	3.00	19.00	3	19	22	46.8
	Zone 2 Subtotal					3	19	22	46.8
TOTAL						3	44	47	100.0

08094 - NWRES D Tualatin
 Without School Conditions - AM Peak Hour

Scenario: AM
 Command: AM
 Volume: AM
 Geometry: AM
 Impact Fee: AM
 Default Impact Fee: AM
 Trip Generation: AM
 Trip Distribution: AM
 Paths: AM
 Routes: AM
 Configuration: AM

08094 - NWRES D Tualatin
 Without School Conditions - AM Peak Hour

Trip Generation Report

Forecast for AM

Zone #	Subzone	Amount	Units	Rate		Trips		Trips		Total # Of Trips Total
				In	Out	In	Out			
3	Light Indust	1.00	Light Industri	27.00	4.00	27	4	27	4	31 100.0
	Zone 3 Subtotal					27	4	27	4	31 100.0
TOTAL						27	4	27	4	31 100.0

OREGON DEPARTMENT OF TRANSPORTATION - TRANSPORTATION DEVELOPMENT DIVISION
 TRANSPORTATION DATA SECTION - CRASH ANALYSIS AND REPORTING UNIT
 CRASH SUMMARIES BY YEAR BY COLLISION TYPE

SW Tualatin-Sherwood Road at SW 90th Avenue in Tualatin
 1-1-2003 through 12-31-2007

COLLISION TYPE	FATAL CRASHES	NON- FATAL CRASHES	PROPERTY DAMAGE ONLY	TOTAL CRASHES	PEOPLE KILLED	PEOPLE INJURED	TRUCKS	DRY SURF	WET SURF	DAY	DARK	INTER- SECTION RELATED	OFF- ROAD
YEAR: 2007													
REAR-END	0	1	0	1	0	2	0	0	1	1	0	1	0
2007 TOTAL	0	1	0	1	0	2	0	0	1	1	0	1	0
YEAR: 2005													
REAR-END	0	2	0	2	0	2	1	2	0	2	0	2	0
2005 TOTAL	0	2	0	2	0	2	1	2	0	2	0	2	0
YEAR: 2003													
REAR-END	0	2	0	2	0	3	0	1	1	2	0	2	0
2003 TOTAL	0	2	0	2	0	3	0	1	1	2	0	2	0
FINAL TOTAL	0	5	0	5	0	7	1	3	2	5	0	5	0

Note: Legislative changes to DMV's vehicle crash reporting requirements, effective 01/01/2004, may result in fewer property damage only crashes being eligible for inclusion in the Statewide Crash Data File.

OREGON DEPARTMENT OF TRANSPORTATION - TRANSPORTATION DEVELOPMENT DIVISION
TRANSPORTATION DATA SECTION - CRASH ANALYSIS AND REPORTING UNIT
URBAN NON-SYSTEM CRASH LISTING
SW Tualatin-Sherwood Road at SW 90th Avenue in Tualatin
1-1-2003 through 12-31-2007

CITY OF TUALATIN, WASHINGTON COUNTY

SPRSW E A U C O E L G H R INVEST C L R TIME	Y N N	DATE DAY	CLASS DIST FROM	CITY STREET FIRST STREET SECOND STREET	RD CHAR DIRECT LOC	INT-TYP (#LANES)	INT-REL TRAFFIC	INT-REL OFF-ROAD	WTHR SURE	CRASH TYP COLL TYP	SPL USE VEH TYPE	MOVE FROM TO	A S LICENS	PRTC INJ SVRTY	P4 TYPE SVRTY	E X RES LOC ERROR	ACTN EVENT	CAUSE
10036	Y N N	12/02/2003 Tue 1P	16 0	SW TUALATIN-SHERWOOD SW 90TH AVE	INTER NE 06	CROSS 0	TRF SIGNAL N DAY	N RAIN N WET	S-1STOP REAR	INJ	01 NONE PRVTE PSNGR CAR	STRGHT NE SW	01 DRVR NONE	33 M OR-Y	047,026	001 068	011 000	01,07 00 01,07
01423	N N N	03/11/2005 Fri 10A	16 0	SW TUALATIN-SHERWOOD SW 90TH AVE	INTER E 06	CROSS 0	OFCCR/FLAG N DAY	N CLR N DRY	S-1STOP REAR	INJ	01 NONE PRVTE SEMI TOW	STRGHT E W	01 DRVR NONE	46 M OR-Y	026	000 000	000 000	07 00 07
05193	Y N N	08/31/2005 Wed 7P	16 0	SW TUALATIN-SHERWOOD SW 90TH AVE	INTER E 06	CROSS 99	TRF SIGNAL N DAY	N CLR N DRY	S-1STOP REAR	INJ	02 NONE PRVTE PSNGR CAR	STOP E W	01 DRVR INJ	48 M OR-Y	000	111 300	000 000	00 00
03423	N N N	04/27/2003 Sun 5P	16 0	SW TUALATIN-SHERWOOD SW 90TH AVE	INTER W 06	CROSS 0	TRF SIGNAL N DAY	N CLR N DRY	S-1STOP REAR	INJ	01 NONE PRVTE PSNGR CAR	STRGHT E W	01 DRVR NONE	21 F OR-Y	016,026,047	000 038	011 000	01,27 00 01,27
01360	Y N N	03/07/2007 Wed 12P	16 0	SW TUALATIN-SHERWOOD SW 90TH AVE	INTER W 06	CROSS 0	TRF SIGNAL N DAY	N RAIN N WET	S-1STOP REAR	INJ	03 NONE PRVTE PSNGR CAR	STOP W E	01 DRVR INJ	31 F OR-Y	000	011 022	000 000	01 00 01

08094 - NWRESD Tualatin
 Without School Conditions - PM Peak Hour

Scenario: PM Scenario Report

Command: PM
 Volume: PM
 Geometry: PM
 Impact Fee: PM
 Trip Generation: PM
 Trip Distribution: PM
 Paths: Default Trip Distribution
 Routes: Default Path
 Configuration: PM Default Route

08094 - NWRESD Tualatin
 Without School Conditions - PM Peak Hour

Trip Generation Report

Forecast for PM

Zone #	Subzone	Amount	Units	Rate		Trips		Total % Of Trips Total
				In	Out	In	Out	
3	Light Indust	1.00	Light Industri	4.00	29.00	4	29	33 100.0
	Zone 3 subtotal					4	29	33 100.0

TOTAL						4	29	33 100.0

08094 - NWRESD Tualatin

Without School Conditions - PM Peak Hour

Impact Analysis Report
Level Of Service

Intersection	Base Del/V	Future Del/V	Change in V
# 1 SW T-S Rd/SW 90th Ave/SW 90th	LOS Veh C B 16.6 0.591	LOS Veh C B 17.7 0.605	+ 1.159 D/V
# 2 SW 90th Ct/Site Access	A 0.0 0.000	A 8.7 0.000	+ 8.684 D/V

08094 - NWRESD Tualatin

Without School Conditions - PM Peak Hour

Level Of Service Computation Report

2000 HCM Operations Method (Future Volume Alternative)

Intersection #1 SW T-S Rd/SW 90th Ave/SW 90th Ct

Cycle (sec): 100 Critical Vol./Cap.(X): 0.605

Loss Time (sec): 12 (Y+R=4.0 sec) Average Delay (sec/veh): 17.7

Optimal Cycle: 60 Level Of Service: B

Street Name: SW 90th Avenue/SW 90th Court SW Tualatin-Sherwood Road

Approach: North Bound South Bound East Bound West Bound

Movement: L - T - R L - T - R L - T - R L - T - R

Control: Split Phase Split Phase Protected Protected

Rights: Include Include Include Include

Min. Green: 0 0 0 0 1 1 0 0 1 1 0 0 0 0 0 0 0 0

Lanes: 1 0 0 1 0 1 1 0 0 1 1 0 1 0 1 0 2 0 1

Volume Module: >> Count Date: 1 Jul 2008 << PM Peak Hour

Base Vol: 8 14 33 106 1 99 107 862 11 11 981 157

Growth Adj: 1.07 1.07 1.07 1.07 1.07 1.07 1.07 1.07 1.07 1.07 1.07 1.07 1.07 1.07 1.07 1.07 1.07 1.07

Initial Bse: 9 15 35 113 1 106 114 919 12 12 1046 167

Added Vol: 13 1 15 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0

PasserbyVol: 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0

Initial Fut: 22 16 50 113 1 106 114 919 14 14 1046 167

User Adj: 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00

PHF Adj: 0.94 0.94 0.94 0.94 0.94 0.94 0.94 0.94 0.94 0.94 0.94 0.94 0.94 0.94 0.94 0.94 0.94 0.94

PHF Volume: 23 17 53 120 1 112 121 978 15 15 1112 178

Reduced Vol: 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0

Reduced Vol: 23 17 53 120 1 112 121 978 15 15 1112 178

PCB Adj: 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00

MLF Adj: 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00

FinalVolume: 23 17 53 120 1 112 121 978 15 15 1112 178

Saturation Flow Module:

Sat/Lane: 1900 1900 1900 1900 1900 1900 1900 1900 1900 1900 1900 1900 1900 1900 1900 1900 1900 1900

Adjustment: 0.82 0.76 0.76 0.92 0.92 0.81 0.89 0.89 0.89 0.86 0.86 0.77

Lanes: 1.00 0.24 0.76 1.98 0.02 1.00 1.00 1.97 0.03 1.00 2.00 1.00

Final Sat.: 1556 349 1101 3451 33 1541 1688 3319 50 1641 3281 1468

Capacity Analysis Module:

Vol/Sat: 0.01 0.05 0.05 0.03 0.03 0.07 0.07 0.29 0.29 0.01 0.34 0.12

Crit Moves: ****

Green/Cycle: 0.08 0.08 0.12 0.12 0.12 0.12 0.12 0.66 0.66 0.02 0.56 0.56

Volume/Cap: 0.18 0.60 0.60 0.29 0.29 0.60 0.60 0.45 0.45 0.45 0.60 0.22

Delay/Veh: 43.6 53.2 53.2 40.5 40.5 47.3 47.0 8.4 8.4 57.9 15.2 11.1

User DelAdj: 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00

AdjDel/Veh: 43.6 53.2 53.2 40.5 40.5 47.3 47.0 8.4 8.4 57.9 15.2 11.1

LOS by Move: D D D D D D D D D A A E B B

HCM2KAVGQ: 1 3 3 2 2 4 5 8 8 1 12 3

Note: Queue reported is the number of cars per lane.

Traffic 7.9.0215 (c) 2008 Dowling Assoc. Licensed to LANCASTER ENG., PORTLAND

ATTACHMENT E

CUP-08-03: BACKGROUND INFORMATION

Pertinent background information obtained from the submitted application for CUP-08-03 and other supporting documents is summarized in this section.

The applicants are Lans Stout of T.M. Rippey Engineering and Phil Sharp of the NWRESD. Sylvia B. Giustina, Trustee for the Deering Management Group, Inc. is the owner of the 2.45 acre, Tax Lot 100 (Map 2S123DC) subject property located at 19500 SW 90th Court in the Light Manufacturing (ML) Planning District. The NWRESD is the potential lessee of an 11,000 sq. ft. portion of the existing 33,200 square foot Itel Industrial Park Lot 6 Building on the property. A Vicinity Map, a Tax Map and a Site Map are included as Attachments A, B & C respectively. The applicant's materials including a site plan are included as Attachment D.

The applicants seek a Conditional Use permit to allow a Early Intervention Center (E.I. Center) as a school use in the ML Planning District in a portion of the existing Lot 6 Building in the Itel Industrial Park development.

The Northwest Regional ESD is a public education service district based in Hillsboro providing special education, instructional services and technology support to the 20 school districts in Clatsop, Columbia, Tillamook and Washington counties. Tigard-Tualatin and Sherwood School Districts are components of the ESD. The proposed Early Intervention Center would be a sub-regional facility (with seven E.I. Centers currently operated by the ESD) that "...provides special services to children under kindergarten age who demonstrate delays in development. An E.I. Center provides assistance to children and their parents as a way of preparing them for entry into the normal school system..." and "...serves only pre-kindergarten age children." The proposed E.I. Center is described in the application as providing services for children on an individual and small class basis with a maximum 2-hour visit time per day per student. The applicant states that the E.I. Center use should be determined to be a school and allowed as a conditional use because it is "...a service provided by the NWRESD as a service to local school districts and is directly tied to the school system."(Attachment D, pp. 2-3).

The subject site is improved with the concrete tilt-up building, landscaping with trees and 116 parking spaces with access onto SW 90th Court. Interior tenant improvements to the E.I. Center lease space are proposed. The applicant indicates, "transportation is provided primarily by small busses or parent vehicles...and all children are individually taken from the vehicles into the building. All service is provided indoors." The application shows 35 parking spaces (31 staff, 4 for parent/visitors) are set aside for the E.I. Center with adequate room for student bus circulation on the site. South of the site (across the Portland & Western RR track) is a portion of the former Tualatin Elementary campus property in the RL Planning District and the Tualatin Heights Apartments development in the RML (Medium Low Density Residential) Planning District. The applicant states: "Since all of E.I. Center activities are indoors, the effect of surrounding uses is not significant in the sense of an existing school. There are no high traffic generators, or uses with heavy equipment, noise or potentially dangerous materials on site." (Attachment D, pp. 4-5).

ATTACHMENT F

CUP-08-03: ANALYSIS AND FINDINGS

The approval criteria of the Tualatin Development Code (TDC) 32.030 must be met if the proposed Conditional Use permit is to be granted. The applicants requested the Council determine that the proposed Northwest Regional Education Service District (NWRESD) Early Intervention Center (E.I. Center) is a school use similar to "Schools for Kindergarten through 12" allowed as a conditional use in the ML Planning District. The Applicants prepared a narrative that addresses the interpretation request and the CUP criteria (Attachment D). Staff has reviewed the Applicants' material and included pertinent excerpts below.

1. The use is listed as a Conditional Use in the underlying planning district.

"Schools kindergarten through 12" is allowed as a Conditional Use in the Light Manufacturing (ML) Planning District, as stated in TDC 60.040(1)(o). The applicants request that the City Council classify the proposed NWRESD E.I. Center as a school use that is allowed as a conditional use in the ML Planning District. The proposed site is in the ML Planning District.

TDC 31.070(1) provides for the interpretation of terms, provisions and requirements of the TDC. TDC 31.070(2) lists the information necessary for an interpretation. The Community Development Director is authorized to interpret the TDC provisions and the Director's decision is appealable to the City Council. Based on the following findings and analysis, the Director has determined that the NWRESD E.I. Center is a school use and allowed as a conditional use in the ML Planning District.

As described by the applicants and from information obtained on the NWRESD.org website, the Northwest Regional ESD is a public education service district based in Hillsboro providing special education, instructional services and technology support to the 20 school districts in Clatsop, Columbia, Tillamook and Washington counties. Tigard-Tualatin and Sherwood School Districts are components of the ESD. The NWRESD proposes locating an Early Intervention Center in a 11,000 s.f. lease space of an existing building in the Itel Industrial Park. The proposed Early Intervention Center would be a sub-regional facility (with seven E.I. Centers currently operated by the ESD) that "...provides special services to children under kindergarten age who demonstrate delays in development. The center provides assistance to children and their parents as a way of preparing them for entry into the normal school system..." and "...serves only pre-kindergarten age children."

The applicants note that the TDC does not provide a definition of school and describes the NWRESD E.I. Center as providing "...services for children under Kindergarten age, as preparation for entry into the school system." (Attachment D pp. 2-3) Oregon Education Law defines Early Intervention for Pre-school Children with Disabilities

applies to children with developmental delay from birth to age three and from age 3 to eligibility to entrance into kindergarten [ORS343.041(14)]. Oregon law does not define Kindergarten with a specific age, but is commonly applied to age five. The applicants state that the E.I. Center is not a "child day care center" [allowed as a permitted use in the ML Planning District, TDC60.020(24)], but is a public education service provided by the ESD to the school districts and "directly tied to the school system." The application includes information about traffic (Attachment D, Lancaster Engineering NWRES D E.I. Center Traffic Impact Study), the character of the activity and parking required for an Interpretation [TDC 31.070(2)] and a conditional use permit, showing that the E.I. Center use has a very similar character to a K-12 school use with a higher staff to student ratio, shorter days for students and primarily bus transportation. The applicant's traffic study shows that the expected traffic associated with an E.I. Center is comparable to or less than an elementary school.

The Community Development Director has reviewed the proposed E.I. Center use in comparison to K-12 schools in the ML Planning District and to schools in other districts and concludes that the E.I. Center size, number of employees, kinds of operations and educational activities are directly associated with a K-12 school use and allowed as a conditional use in the ML Planning District. Based on the information provided by the applicant and developed in this analysis, the Community Development Director recommends Council agree with the interpretation that the proposed NWRES D E.I. Center is a school use and qualifies as the Conditional Use in TDC 60.040(1)(o) listed above, meeting Criterion 1.

2. The characteristics of the site are suitable for the proposed use, considering size, shape, location, topography, existence of improvements and natural features.

- Size:** The NWRES D site is a 2.45 acre parcel on Lot #6 in the Ite l Industrial Park development. The site is currently developed with a 33,200 square foot concrete tilt-up building with parking, landscaping and access to SW 90 Court. The NWRES D intends to occupy 11,000 s.f. of the existing building. There is adequate room on the site for school busses to safely drop off and pick up children. The site size is suitable for the use.
- Shape:** The shape of the subject property is a rectangular lot and is suitable for the proposed use. Access to the E.I. Center lease portion of the building is via a driveway from SW 90th Court.
- Location:** The site is located on the east side of the SW 90th Court cul-de sac street, south of SW Tualatin-Sherwood Road in the ML Planning District. On the north, east and west, the subject site adjoins other industrial properties including the Ite l Industrial Park multi-tenant buildings on Lots #2, 4-5 & 7-8 and the TVF&R Fire Station (Lot #1). On the south (across the Portland

& Western RR) is the Old Tualatin Elementary School property and the Tualatin Heights Apartments.

Topography: The site is flat.

Improvements: The site improvements include a 33,200 s.f. building with 116 parking spaces, pedestrian walkway connections and landscaping improvements approved in Architectural Review AR-84-20. The proposed NWRES D lease space on the western portion of the building has the appearance of an office building, with tall storefront windows on all three sides, building perimeter landscaping and a formal entrance.

Natural Features: No natural features on the subject site.

The applicant states, "Since all of the E.I. Center activities are indoors, the effect on surrounding uses is not significant in the sense of a conventional school. However, NWRES D does locate these facilities considering the intensity and nature of adjacent uses so there are no conflicts in either direction. There are no high traffic generators, or uses with heavy equipment, noise or potentially dangerous materials on site." (Attachment D-Application Narrative, pp 4-5).

The site plan shows an 18' x 25' covered area adjoining the south side of the proposed NWRES D lease space and the bus/drive aisle that could be utilized as an outdoor activity area. The applicant has emphasized the indoor nature of the E.I. Center as an element of suitability of the use for the safety of the students and the compatibility with nearby industrial development. To ensure the NWRES D E.I. Center meets the suitability requirements of Criterion 2, all E.I. Center student activities shall be conducted indoors.

Given the features and improvements of the subject property listed above, and the condition of approval requiring E.I. Center student activities to be conducted indoors, it is concluded the characteristics of the site are suitable for the proposed uses.

Criterion 2 is met.

3. The proposed development is timely, considering the adequacy of transportation systems, public facilities and services existing or planned for the area affected by the use.

Public sewer and water and storm connections currently exist and are adequate to serve the site and proposed use.

The site is adjacent to and takes access from SW 90th Court, a Local Street which connects to the signaled intersection at SW Tualatin-Sherwood Road. SW Tualatin-Sherwood Road is a Washington County facility designated by the City of Tualatin as a Major Arterial (Eb&t) (TDC11.620 Table 11-2). The submitted application included a traffic study (Attachment D, Lancaster Engineering NWRES D E.I. Center Traffic Impact

Study) that showed adequate capacity (LOS A/B for AM/PM Peaks, respectively) at the intersection of SW 90th Court/SW Tualatin-Sherwood Road in Post-Development situations of either all Industrial Space or 11,034 sq. ft. of NWRESD School and 22,181 sq. ft. of Industrial Space. The City Engineer generally agrees with the impact analysis (Attachment G-Memorandum) that the existing transportation improvements on SW Tualatin-Sherwood Road are adequate to support the proposed use. Traffic generation from the Conditional Use will not limit, impair or preclude surrounding properties from primary uses allowed in this Planning District.

Based on staff review and analysis of the application, the existing public facilities for the site are adequate for the proposed use and the development is timely.

Criterion 3 is met.

4. The proposed use will not alter the character of the surrounding area in any manner that substantially limits, impairs, or precludes the use of surrounding properties for the primary uses listed in the underlying planning district.

The subject territory is in the ML Planning District. Surrounding land uses are:

N:	ML	Verizon Switching Facility
E:	ML	Pumilite Masonry Distribution
S:	RL	Old Elementary School Property
	RML	Tualatin Heights Apartments
W:	ML	Light Industrial buildings in the Itel Industrial Park including Reitmier Mechanical, Cascade Coil Drapery

The properties south of the site are designated residential, but not directly connected to SW 90th Court by streets due to the P&WRR tracks that separate the properties. The vicinity to the east, west and north of the proposed E.I. Center site includes light industrial development with a mix of light manufacturing, wholesaling and the TVF&R fire station. The buildings are primarily concrete tilt up with some masonry detailing, store front window systems at entries facing the street and are attractively landscaped.

The applicant states, "The relationship of this use to the surrounding area is a major locational factor for NWRESD. Since the activity is entirely within the building, and the access and parking is suitable for the use, there will be very little if any external presence." (Attachment D-Application Narrative, pg. 5). The applicant describes the access to the site (from SW 90th Court), adequate parking (35 spaces allocated of the 116 available on site for the 31 E.I. Center staff members and four parent/visitors), the length of the school year (176 days in session), the school day including teacher and staff hours (operation begins at 8:30 a.m. and concludes at 3:30 p.m.) (students attend 4 days per week, staff 5 days), school bus drop-off and pick-up of students.

The Site Plan shows the school bus school bus circulation route on the site extending from SW 90th Court to a student drop-off/pick-up location on south side of the NWRESD lease space. TDC 73.390(5) requires:

A driveway designed for continuous for-ward flow of passenger vehicles for the purpose of loading and unloading children shall be located on the site of a school or child day care center having a capacity greater than 25 students.

The proposed school bus drop-off/pick-up location is within the Lot 6 Building drive aisle and would conflict with other vehicles circulating through the subject site and parking or loading on the south side of the building. To ensure adequate circulation for vehicles on the Lot 6 property is retained and TDC 73.390(5) is met, the NWRESD E.I. Center shall provide a school bus student drop-off/pick-up location that is clear of the 24 ft. wide two-way drive aisle on the south side of the Lot 9 Building.

This Conditional Use application will allow the NWRESD to conduct the E.I. Center school operation for pre-kindergarten age children on the site. Based on the applicant's submitted information, review by staff, with the existing site improvements including tenant improvements to the 11,000 sq. ft. building lease area, and with the primarily school bus served student drop off and pick up and the condition of approval requiring the school bus drop-off/pick up location is clear of the Lot 6 drive aisle, it is concluded that the proposed E.I. Center school will not alter the character of the surrounding area in any manner which substantially limits, impairs or precludes the surrounding properties for the primary uses listed in the underlying Planning Districts.

Criterion 4 is met.

5. The proposal is consistent with plan policies.

The applicant discusses TDC objectives related to general industrial districts and public uses and special uses such as a school, concluding that the school use is anticipated in a ML location such as the SW 90th Court area. (Attachment D-Application Narrative, pg. 6).

Staff identified two Tualatin Community Plan objectives in TDC Chapter 8 (Public, Semi-Public & Miscellaneous Land Uses) that apply to public uses such as a public school in a ML Planning District.

Section 8.040(1)(b) states, "Locate elementary school sites, wherever possible, adjacent to neighborhood park sites, and integrate the location of such schools into the residential neighborhoods they are designated to serve." There is not a neighborhood park site near to the proposed school site and the site is not in a residential neighborhood. As stated by the applicant, the NWRESD E.I. Center is a special service school for pre-kindergarten age children that is conducted entirely indoors. The

proposed location was chosen for its proximity to elementary schools in the area and for accessibility to the transportation system. The ML Planning District adjoins residential areas in some locations of the City, but there are also locations such as the proposed school site where a park or residential area are not immediately adjacent, yet the location may be suitable for a school. Staff finds that the proposed E.I. Center school is suitable for this location.

Section 8.040(1)(d) states, "Locate all schools providing primary and secondary education as far as possible from commercial and industrial districts..." The applicant acknowledges the school site is located in a light manufacturing area. The applicant points out that the proposed E.I. Center for pre-kindergarten age children has a limited number of students at one time, is served primarily by school bus, is conducted entirely indoors and is in an area where nearby uses are low intensity and do not present hazard or conflicts to the school use. (Attachment D-Application Narrative, pp. 1-5). Staff agrees that a smaller, specialized school such as the proposed E. I. Center can be suitably located in low intensity light industrial development such as the Ite l Industrial Park development on SW 90th Court. As proposed, the E.I. Center school is suitable at this location.

The proposal is consistent with plan policies.

Criterion 5 is met.

Based on the application and the above findings and analysis, the NWRES D Conditional Use permit application for an Early Intervention Center school use meets the criteria of TDC 32.030.



City of Tualatin

www.ci.tualatin.or.us

MEMORANDUM

DATE: August 11, 2008

TO: Will Harper, AICP
Associate Planner

FROM: Tony Doran, EIT
Engineering Associate

SUBJECT: CUP 08-03, NWRES D School- To allow NW Regional Early Intervention Center as a "school for kindergarten through 12" in 11,034 sq. ft. of an existing multi-tenant building. 19500 SW 90th Court Tax Lot: 2S123DC00100

Will,

TDC 32.030 (3) The proposed development is timely, considering the adequacy of transportation systems, public facilities, and services existing or planned for the area affected by the use.

Transportation: The site is adjacent to the cul-de-sac street SW 90th Court, which connects to SW Tualatin-Sherwood Road.

SW Tualatin-Sherwood Road is a Washington County facility designated by the City of Tualatin as a Major Arterial (Eb&t), which would ultimately have a right-of-way width of 98 to 102 feet that includes four travel lanes, a center turn lane, bike lanes, planter strips, and sidewalks. SW Tualatin-Sherwood Road is currently approximately 102 feet wide (49 feet on this development's side) with four 12-foot travel lanes, one center turn lane, 6-foot bike lanes, 6-foot planter strips, and 6-foot sidewalks.

The submitted application included a traffic study that showed adequate capacity (LOS A/B for AM/PM Peaks, respectively) at the intersection of SW 90th Court/SW Tualatin-Sherwood Road in Post-Development situations of either all Industrial Space or 11,034 sq. ft. of NWRES D School and 22,181 sq. ft. of Industrial Space.

Water, Sanitary, & Storm: Connections to City systems currently exist.

Please let me know if you have questions, ext 3035.

Attachment G
Engineering Division Memorandum



As amended
Approved By Tualatin City Council
Date 9-8-08
Recording Secretary *M. Smith*

STAFF REPORT CITY OF TUALATIN

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager *SL*

FROM: Daniel J. Boss, Operations Director *DB*
Kathy Kaatz, Program Coordinator - Operations

DATE: September 8, 2008

SUBJECT: RESOLUTION SETTING SOLID WASTE AND RECYCLING RATES AND SERVICES INSIDE THE CITY OF TUALATIN AND RESCINDING RESOLUTION 4405-05

ISSUE BEFORE THE COUNCIL:

Should Council approve a change in solid waste and recycling service levels by Allied Waste Services of Clackamas and Washington County, as well as Allied Waste Services of Lake Oswego (formerly doing business as United Disposal/Keller Drop Box and Rossman Sanitary), implementing a residential roll-cart program, along with a rate increase for the collection of solid waste and recyclables with an effective date of October 1, 2008.

The \$2.15 per month rate increase portion for implementation of the weekly residential roll-cart program will take effect upon actual start of the roll-cart program, estimated to be February 1, 2009. These changes, as well as minor revisions to Schedule A (attached), are to conform to current practices.

RECOMMENDATION:

Staff recommends that Council adopt the attached resolution approving a change in solid waste and recycling service levels; implementing a roll-cart recycling service for residential accounts with a 3% increase to residential service, 8% increase to commercial service, and a 16% increase to industrial roll-cart container service, effective October 1, 2008.

EXECUTIVE SUMMARY:

- Allied Waste Services has the exclusive franchise in the city to provide solid waste and recycling services. The City's goal is to provide good quality services at a reasonable price to our citizens while allowing the franchised hauler to keep a reasonable profit.

- According to the Allied Waste Services annual report, received in March of 2008, their overall profit was 6.5%. The profit range we have used is between 8-12% annually.
- When rates are above or below the profit range, the process has been to pass either the savings or increase along to our citizens. We have been pleased with the services provided by Allied Waste Services and have had very few complaints from our customers.

Allied Waste Services' rate history:

YEAR	RATE LEVEL	SERVICE LEVEL
1997	Rate reduction – 5%	Residential
1998	Rate reduction – 3% Rate reduction – 19%	Residential Multi-Family/Commercial
2005	Rate increase – 10% Rate increase – 10% Rate increase - 20%	Residential Multi-Family/Commercial Commercial Roll-cart
2008 PROPOSED	Rate increase – 3% Rate increase – 8% Rate increase – 16%	Residential Multi-Family/Commercial Commercial Roll-cart

- The proposed increase is based on information provided by Allied Waste Services:
 1. From January 2007 to May 2008, average fuel costs have risen from \$2.21 to \$4.19, which represents a 90% cost increase.
 2. Although repair and maintenance costs can fluctuate from month to month, the trend continues to be upward. Since March of 2007, these costs have increased from \$800 to \$1,200 per day.
 3. Current economic conditions have stunted volumes, with slower new home construction causing a slower growth in population, reduced volumes from contractors and large industrial customers, and stagnant commercial volumes as consumer spending slows down.
 4. Ongoing cost control initiatives include safety, route efficiencies, and customer service. Added initiatives include elimination of all travel expenditures; added emphasis on re-routing and overtime management; budget adjustments to hold sales, general, and administrative costs flat in 2008; and earlier intervention and customer relationship building to reduce bad debt write-offs.
 5. Operating costs were adjusted for inflationary factors using the City of Portland's anticipated inflation increases for 2008.
 6. Overall direct cost inflationary figures average 7.07% and indirect costs average 3.70%.

7. Metro disposal costs will increase 6.08% for both residential and commercial, effective September 1, 2008.
8. Allied Waste Services currently provides solid waste and recycling service at no charge to various city facilities, an annual savings to the City of over \$16,000.

On August 25, 2008, Council discussed the proposed residential roll-cart recycling program at work session and directed staff and Allied Waste Services to implement the program in Tualatin.

This proposed program will provide each residential account with a 65-gallon container for co-mingled recycling to be picked up weekly, along with all their other services. Residential accounts will continue to keep their two 14-gallon totes for use when recycling glass and oil.

As discussed at work session, Allied will immediately begin an educational campaign to inform customers of this upcoming program. Due to the need for capital purchases to start this program, it is estimated that the new roll-carts will not be furnished to Tualatin customers until February of 2009. The rate of \$2.15 per residential account will take effect at that time.

FINANCIAL IMPLICATIONS:

The City currently receives a franchise fee of 3% of revenue.

At the new rate, the average monthly Tualatin residential cart service will increase from \$20.30 to \$20.90, an increase of approximately \$.60 per month. The average monthly Tualatin commercial/multi-family service would increase from \$125.45 to \$135.50, an increase of approximately \$10.05 per month. The average monthly industrial/commercial container service would increase from \$95.25 to \$110.50, an increase of approximately \$15.25 per month.

With this increase, Tualatin's rates will remain very competitive with surrounding cities.

Service Level	Current	Proposed
RESIDENTIAL – 3% Increase¹		
20-gallon	\$17.05	\$17.60
35-gallon	20.30	20.90
60-gallon	27.30	28.10
COMMERCIAL/MULTI-FAMILY – 8% Increase		
35-gallon	\$14.15	\$15.30
60-gallon	20.00	21.60
90-gallon	25.60	27.65

COMMERCIAL – 8% Increase (one stop per week)		
1-yard	\$ 67.70	\$ 73.10
2-yard	125.45	135.50
3-yard	173.40	187.30
4-yard	221.30	239.00
5-yard	266.80	288.15
6-yard	308.15	332.80
8-yard	380.25	410.65
DROP BOX/COMPACTOR – 16% Increase (loose-per haul)		
10/20-yard	\$ 72.65	\$ 84.25
30/39-yard	95.25	110.50
40+-yard	109.90	127.50
16-yard compactor	92.30	107.10
20-yard compactor	107.60	124.80
30-yard compactor	144.05	167.10
40-yard compactor	166.55	193.20

¹ - Additional \$2.15 charge for residential accounts for the roll-cart recycling program will take effect upon implementation of that program.

CONCLUSION:

Given increases in fuel costs, disposal fees, and general cost of living, Allied Waste Services' request for a rate increase in their solid waste collection rate appears to be appropriate and meets the requirements of Section 13 (a-j) of Ordinance 1140-03.

Staff recommends that the City Council approve the resolution authorizing a change in service standards by implementation of a residential roll-cart program, along with an increase in solid waste collection rates for Allied Waste Services of Clackamas and Washington Counties and Allied Waste Services of Lake Oswego.

- Attachments:** A. Resolution
 B. Schedule A

RESOLUTION NO. 4825-08

RESOLUTION SETTING SOLID WASTE AND RECYCLING RATES AND SERVICES
INSIDE THE CITY OF TUALATIN AND RESCINDING RESOLUTION 4405-05

WHEREAS the solid waste franchise ordinance requires the City Council to review a franchisee's request for a rate increase; and

WHEREAS Metro has increased its transaction fee, Regional System Fee, and disposal fee to Allied Waste Services of Clackamas and Washington County, as well as Allied Waste Services of Lake Oswego (formerly doing business as United Disposal/Keller Drop Box and Rossman Sanitary), in 2008; and

WHEREAS increased fuel costs have impacted Allied Waste Services' business; and

WHEREAS Allied Waste Services has requested a rate increase to mitigate the impact of these increased costs; and

WHEREAS staff has met with Allied Waste Services management to discuss the impact of increased costs and to review the franchised hauler's annual reports; and

WHEREAS the proposed increase will keep Tualatin's rates below the average cost of service to surrounding cities; and

WHEREAS city staff has analyzed the impact of this proposed rate increase and provided its recommendation with implementing these changes.

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

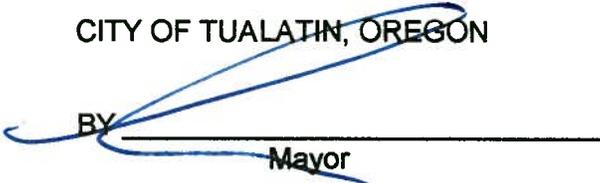
Section 1. Effective October 1, 2008, the service rates and charges set forth in Schedule A, which is attached and incorporated into this resolution, are established and authorized for collection of solid waste, refuse, and recycling material within the corporate limits of the City of Tualatin.

Section 2. The schedule of rates, charges, and services adopted by Resolution No. 4405-05 is rescinded, effective at 12:01 a.m. on October 1, 2008.

INTRODUCED AND ADOPTED this 8th day of September, 2008.

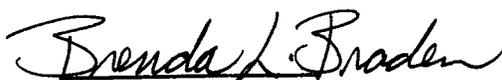
CITY OF TUALATIN, OREGON

BY



Mayor

APPROVED AS TO LEGAL FORM



CITY ATTORNEY

ATTEST:

BY



City Recorder

Resolution No. 4825-08

SCHEDULE A

ALLIED WASTE SERVICES OF CLACKAMAS AND WASHINGTON COUNTY AS WELL AS ALLIED WASTE SERVICES OF LAKE OSWEGO (formerly doing business as: KELLER DROP BOX/UNITED DISPOSAL/ROSSMAN, SANITARY)

CITY OF TUALATIN
 Effective Date: October 1, 2008

I. RECYCLING SERVICES: The rates below were established to include the cost for specific recycling services, as well as the collection and disposal of solid waste. They include:

A. SINGLE-FAMILY RESIDENTIAL:

1. Weekly curbside pick-up of co-mingled recycling on the same day as garbage service providing two 14-gallon totes.
2. Weekly curbside pick-up of yard debris providing a 90-gallon roll cart. Only yard debris at the curb in the 90-gallon roll cart will be collected.

B. MULTI-FAMILY RESIDENTIAL: Weekly or weekly on-call pick-up of recyclables (newspaper, glass, tin, aluminum, and cardboard).

C. CITY OFFICES: Office paper recycling of all items included in the Allied Waste Services Mixed Paper Program and corrugated cardboard.

II. MONTHLY RATE FOR RESIDENTIAL SERVICE OF ONE CART:

Cart Size	One Stop per Week
20-Gallon	\$19.75
35-Gallon	\$23.05
60-Gallon	\$30.25
Occasional extra (35-gallon can or 1 bag)	\$5.00
An additional cart will be charged at double the single cart rate.	

NOTES ON RESIDENTIAL SERVICE: (1) In mobile home parks and apartment complexes where residents have individual cart service and individual billing, single-family cart rates will apply. Where park residents have individual service, but the owner of the park is responsible for payment of services, single-family cart rates will be reduced by \$1.00 per month. (2) All carts will be provided by the franchisee to regular, weekly customers with a cart service level only. No carts will be provided on an on-call basis. (3) Only 35-gallon cans can be used for the occasional extra can for both regular and occasional customers. (4) An occasional extra 35-gallon can for a regular customer is \$5.00. (5) The minimum charge for any stop for an occasional customer is \$8.50. (6) Recycling service will be provided to an occasional customer only on days

that garbage is collected from that customer. A fee of \$10.00 may be charged for replacement of damaged or lost recycling bins or to customers that request more than two. Customers will be charged \$54.00 for a lost or damaged cart and \$61.00 for a yard debris container. (7) State Accident Insurance Fund safety recommendations shall be followed. Cans provided by customers shall not exceed 35-gallons and 60-pounds when full. (8) Yard debris carts are intended for the collection of yard debris only. If the yard debris cart contains material other than yard debris, collection shall be charged at garbage rates. (9) Cans, carts, and recycling bins shall be at curbside no more than 24 hours prior to collection and shall be removed within 24 hours after collection of solid waste and recyclables by the franchisee. (10) An extra charge may be made for service that incurs additional disposal costs such as tires, major appliances, etc., or for handling oversized, odorous, dangerous, or liquid articles. (11) Customers may request recycling only (\$6.15 per month); yard debris collection only (\$6.15 per month); or both (\$11.35 per month).

III. MULTI-FAMILY AND COMMERCIAL SERVICE:

Monthly Rates For Multi-Family and Commercial Single Cart Service - Loose	
Cart Size	One Stop Per Week
35-Gallon	\$15.30
60-Gallon	\$21.60
90-Gallon	\$27.65
An occasional extra 35-gallon can or bag will be charged at \$5.00 each.	
An additional cart will be charged at double the single cart rate.	

Monthly Rates For Multi-Family and Commercial Container Service – Loose							
Container Size	Stops Per Week						
	1	2	3	4	5	6	7
1 Cubic Yard	\$73.10	\$139.65	\$204.45	N/A	N/A	N/A	N/A
1.3 Cubic Yards	\$90.60	\$176.20	\$257.95	N/A	N/A	N/A	N/A
1.5 Cubic Yards	\$102.20	\$200.50	\$293.20	\$381.75	\$467.75	N/A	N/A
2 Cubic Yards	\$135.50	\$263.15	\$384.05	\$498.70	\$612.00	\$734.40	\$856.75
3 Cubic Yards	\$187.30	\$362.50	\$527.65	\$683.60	\$845.80	\$1,022.80	\$1,184.15
4 Cubic Yards	\$239.00	\$462.55	\$684.60	\$894.15	\$1,096.85	\$1,316.20	\$1,535.60
5 Cubic Yards	\$288.15	\$566.15	\$838.70	\$1,104.25	\$1,355.00	\$1,626.00	\$1,897.05
6 Cubic Yards	\$332.80	\$653.55	\$969.20	\$1,275.90	\$1,578.70	\$1,894.40	\$2,210.15
8 Cubic Yards	\$410.65	\$805.70	\$1,191.40	\$1,570.10	\$1,938.70	\$2,236.45	\$2,714.20

A. COMPACTED CONTAINER SERVICE:

Compacted is defined as manually or mechanically compacted. When materials can be collected from a compacted container by the normal container truck, the charge will be three (3) times the loose container rate. The weight of material put into a container or drop box, whether compacted or uncompact, shall not exceed the lifting capacity of the collector's equipment nor shall the weight put the collector over the weight limit for the loaded vehicle. Compactor containers shall be furnished by the customer and shall be compatible with the collector's

equipment. Customer shall be required to maintain the container in a safe and operable condition in accordance with workers' compensation board regulations.

B. RECYCLING ONLY RATES:

Where a multi-family complex uses a compactor or train system for garbage collection, the following schedule will be used to charge for recycling services provided:

Recycling Rates for Multi-Family Sites With Compactors or Train Systems	
Number of Units	Monthly Charge
10-99	\$113.00 (minimum per month)
100-199	\$1.98 per unit
200-299	\$1.53 per unit
300-399	\$1.41 per unit
400+	\$1.36 per unit
Note: Customer will provide and maintain enclosure/shelter and Hauler will provide containers. Enclosure/shelter is defined as any City/Hauler-approved system to collect material. Material to be collected must be approved by the Hauler.	

NOTES ON MULTI-FAMILY AND COMMERCIAL SERVICE: (1) Additional carts shall be at 100% of the first cart rate multiplied by the stops per week. (2) An occasional extra 35-gallon can for a regular customer shall be \$5.00 each occurrence. (3) An extra charge may be made for garbage which is not readily available on collection day or which needs additional janitorial service. (4) The charge for multiple units of any type shall be to the owner of the units. (5) Collection of tires, major appliances, etc., or for handling oversized, odorous, dangerous or liquid articles will be charged according to the charges referred to in Schedule A – Section 6. (6) When a stop uses the equivalent of seven or more 35-gallon carts, collector may require that the service be shifted to a container-type service. (7) Franchisee reserves the right to refuse carts to any customer where the use is not compatible with the cart. (8) All carts will be provided by franchisee only to regular, weekly customers who request service. (9) The weight of the 35-gallon cart and contents shall not exceed 60 pounds. The weight of the 60- or 90-gallon cart and contents shall not exceed 180 pounds. (10) Carts will be picked up at curbside only and must be there prior to 6:00 a.m. (11) Carts shall be at curbside no more than 24 hours prior to collection and shall be removed within 24 hours after collection of solid waste by the franchisee. (12) Where customers within an apartment complex have individual pick-up of garbage, but no yard debris collection from each unit, the multi-family rate shall be charged. (13) A multi-family classification is defined as a single structure containing more than four living units. Where a multi-family structure is receiving cart service and the owner of the structure is responsible for the payment of services, the cart rates shall be \$1.00 per month less than the normal multi-family cart rates.

IV. DROP BOX SERVICE:

Drop box rates shall be the following rates plus 103% of disposal fees. The disposal fee includes landfill or transfer center fee, disposal franchise fee and Metro user or service

fees. The rates are as follows:

Box Size	Loose (Per Haul)	Compacted Material
10-20-yard	\$84.25	\$107.10 (minimum charge for 15 yards or less)
20-29-yard	\$72.65	\$124.80
30-39-yard	\$109.50	\$167.10
40+-yard	\$126.40	\$193.20 (for 40 cubic yard box or larger)
Additional charge for delivery: \$30.00 each		

A. MISCELLANEOUS ADDITIONAL DROP BOX CHARGES:

1. Delivery fee of \$30.00 shall be charged for drop box delivery for the occasional customer or repeat customer requiring service at different locations.
2. Special disposal/diversion needs: All customers will be charged the hourly charge rate in addition to the normal haul rate whenever collected materials require disposal at a site other than the franchisee's traditional disposal site.
3. After 48 hours, temporary users of 10-cubic yard and larger drop boxes collecting loose materials shall be charged a rental fee (noted below) if fewer than one load per week is hauled.

Box Size	Loose (Per Day)	Per Month
10-yard	\$6.50	\$65.00
20-yard	\$6.50	\$65.00
30-yard	\$7.00	\$70.00
40-yard	\$7.50	\$75.00

4. Additional rental fees may be charged to customers who require custom made drop boxes or boxes with lids.

V. RECYCLING CHARGES FOR DROP BOX ONLY AND COMMERCIAL CUSTOMERS:

If a customer requests recycling services that are beyond the Washington County Recycling standards, the following charges will be made:

Recycling Charges for Drop Box Only and Commercial Customers Requesting recycling services only.	
Size	Monthly Charge
60-Gallon	\$13.50 per cart (includes pick-up)
90-Gallon	\$16.20 per cart (includes pick-up)
65-Gallon	\$20.00 monthly rent, plus hourly rate
OCC Container	\$20.00 per month for customers that have less than 4 cubic yards of flattened cardboard per month.

VI. MISCELLANEOUS SERVICE RATES AND PROVISIONS:

- A. Hourly hauling rates (plus cost of disposal):
 - 1 truck and 1 driver \$ 90.00/hour
 - 1 truck, 1 driver, and 1 helper \$115.00/hour
- B. Each location of cans, carts, containers, or drop boxes will be billed as a separate account.
- C. When customers abuse or cause excessive wear or damage to a cart, container, or drop box, the cost of repair or replacement may be charged to the customer. Customers shall take appropriate actions to ensure that hazardous materials, chemicals, paint, corrosive materials, infectious waste, or hot ashes are not put into a can, cart, container, or drop box.
- D. The weight of material put into a container or drop box, whether compacted or uncompact, shall not exceed the lifting capacity of the collector's equipment nor shall the weight put the collector over the weight limit for the loaded vehicle. The collector shall furnish the customer with information concerning limitations on his equipment, upon request. If the total weight of a container exceeds 250 pounds per cubic yard for 40-yard container, 350 pounds per cubic foot for a 30 yard, or 450 pounds for a 20 yard container, an additional reasonable disposal fee may be charged. Customers shall not overfill a can, cart, or container so that the lid cannot be securely closed. If a can, cart, or container is overfilled, an additional reasonable fee may be charged. If the contents of a container, cart, or drop box are compacted (either mechanically or manually), the compactor rate shall be charged.
- E. Customers shall provide a space for all cans, carts, containers, or drop boxes, whether used for garbage or recycling, that has adequate and safe access for collection personnel and equipment. The space provided must also comply with the City of Tualatin Development Code.
- F. If overtime or weekend collection is required to meet the request of a customer, the hauling portion of the rate shall be increased by 50%.
- G. The collection of tires shall be charged under the hourly charge rates, plus disposal.
- H. Garbage or yard debris carts which exceed two pounds per gallon, or where lids will not properly close, will be assessed an "occasional extra" charge of \$5.00.
- I. Yard debris carts contaminated with garbage will be charged \$5.00 extra per occurrence.
- J. Franchisee may require generators of putrescible solid waste to remove waste at least every seven days, or more frequently, if necessary, to prevent a health hazard, nuisance, or pollution.

- K. When a single customer uses multiple carts which are the equivalent of one cubic yard or more of waste per week, the franchisee may require the customer to change to a container type service.
- L. If material collected requires disposal at a site other than the franchisee's normal disposal site, the customer will be charged under the hourly charge rate, in addition to the normal haul rate.
- M. Placement of hazardous waste material, including tires, liquid waste (paint) and appliances, in a unit collected by franchisee is prohibited.
- N. All customers shall provide a space, regardless of type of unit that is adequate for the franchisee to safely collect the material. The space provided must comply with the City of Tualatin's Development Code.
- O. Customers requesting the temporary use of a three-cubic-yard container will be charged \$90.00 for delivery, removal and disposal. Containers on-site for a period in excess of 72 hours shall be charged rent at a rate of \$30.00 per week or \$70.00 for an extra haul fee.
- P. Enclosures where driver has to open gates and roll out containers will be charged \$15.00 per container per month.
- Q. Medical waste restrictions. Placement of any medical waste, including syringes, IV tubing with needles attached, glass tubes, and slides, in a unit collected by franchisee is strictly prohibited. Allied Waste Services will provide at-cost sharps containers for medical waste disposal. Disposal of these containers must be brought directly to their facility for exchange/disposal.
- R. Franchisee will perform special pick-ups of irregular materials charging current disposal rates plus labor.

VII. ANNUAL REPORT FILING SCHEDULE FOR FRANCHISEES:

On or before March 15, franchisees shall file an annual report with the City for the year ending the previous December 31.