



MEMORANDUM CITY OF TUALATIN

TO: Honorable Mayor and Members of the City Council
FROM: Sherilyn Lombos, City Manager 
DATE: September 5, 2008
SUBJECT: Work Session for September 8, 2008

Work Session will start at 5:00 p.m.
We will NOT be having the CWS Durham Plant Tour at 3pm
Councilor Maddux will be absent

There are five items for consideration at work session:

- 1) **5:00 p.m. (30 min) – Gas tax / road fund prioritization.** There is gas tax money allocated in the 08/09 budget for pedestrian enhancements. Mike McKillip will lead a discussion regarding allocating those funds. Attached is a PowerPoint for that discussion.

Action requested: Direction from Council regarding allocation of gas tax funds.

- 2) **5:30 p.m. (30 min) – Street tree removal/replacement policy.** Currently City street trees can be removed (with a permit) with no requirement to replace the trees. The City does have a tree-for-fee program where if a resident would like a new tree planted, the city will do so for \$45; however, it is not a requirement. Tonight's discussion will focus on street trees and whether there should be a replacement policy, what that policy & process might look like and an appropriate city subsidy for such a program. Attached is a memo and PowerPoint that will be used for this discussion.

Action requested: Direction from Council on a street tree removal and replacement policy.

- 3) **6:00 p.m. (30 min) – Water Issues.** There are three water issues that need to be discussed: 1) the agreement with the Willamette River Water Coalition that is

on the consent agenda tonight; 2) a request from Sherwood that Tualatin give consideration to participating in a waterline from Sherwood to Wilsonville; 3) a request from Wilsonville that Tualatin give consideration to participating in an expansion of the treatment plant in Wilsonville. Attached is a memo that outlines the issues.

Action requested: Direction from the Council on the three water-related issues.

- 4) **6:30 p.m. (15 min) – Urban / Rural Reserves Update.** Council Barhyte sits on the Urban/Rural Reserves committee as the Washington County “other” cities representative. He will be giving the Council an update on the proceedings of that committee and process.

Action requested: This is an information item only; no action requested.

- 5) **6:45 p.m. (10 min) – Council agenda review & Council communications.**

Action requested: Council review the agenda for the September 8th City Council and Development Commission meetings.

Other items of interest:

Food for Monday night: We will be enjoying sandwiches, salad, chips and cookies from Big Town Hero.

Presentations for Monday night: Attached is a PowerPoint presentation that will be used on Monday night for the Youth Advisory Council update.

Upcoming Council Meetings & Work Sessions: Attached is a three-month look ahead for upcoming Council meetings and work sessions. If you have any questions, please let me know.

Dates to Note: Attached is the updated community calendar for the next three months. Some dates you may want to note:

- **September 10, Wednesday, 5pm:** Tualatin High School Ice Cream Social; opportunity to present information regarding the 1 1/4 bond measure.
- **September 11, Thursday, 6pm:** Tualatin Elementary Back-to-School night; opportunity to present information regarding the 1 1/4 bond measure.
- **September 17, Wednesday, 5:30pm:** Reception for the new Chamber CEO, Linda Moholdt at the Heritage Center.
- **September 18, Thursday, 5:00pm:** Volunteer Recognition BBQ in Community Park.
- **September 23, Tuesday, 7:00pm:** Byron Elementary Back-to-School night; opportunity to present information regarding the November 4th bond measure.

- **October 14, Tuesday, 4:00pm:** WES 1st Ride & Reception; train will pick up officials from the Tualatin station at 3:15pm. *Space is limited so please let me know if you are interested in attending and participating.*
- **October 25, Saturday, 10:00am:** 5th Annual West Coast Giant Pumpkin Regatta at the Lake of the Commons.
- **November 6, Thursday, 9:00am:** WES Grant Opening & Inaugural Ride for Oregon's Congressional Delegation, city leaders, community members and the media. WES departs Wilsonville around 9am; program to begin in Beaverton around 10am.
- **November 21 – 22, Friday – Saturday:** City Council Goal Setting Retreat

As always, if you need anything from your staff, please feel free to let me know.

Attachments:

- A. Gas Tax/Road Fund Prioritization Presentation
- B. Street Tree Removal/Replacement Memo & Presentation
- C. Water Issues Memo
- D. PowerPoint presentations for Monday night
- E. Upcoming meeting and work session items (September – November)
- F. Tualatin Calendar of Events (September – November)

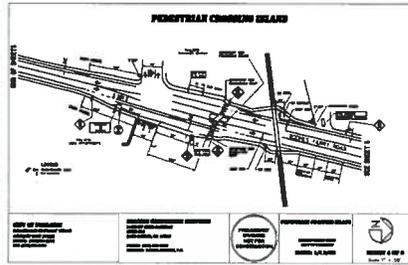
Pedestrian-Friendly/Traffic Calming Projects Evaluation

***Fiscal Year 2007-8
September 8, 2008***

FY 07/08 Projects:

- \$45,000 to spend on pedestrian-friendly/traffic calming projects
- Evaluated pedestrian-friendly/traffic calming projects shown on following slides
 1. SW Boones Ferry Road north of Tualatin River
 2. Intersection of SW Martinazzi Avenue and SW Mohawk Street

1. SW Boones Ferry Rd: Pedestrian Crossing



- Proposed (most useful) location is not possible with ODOT Rail requirements
- Possible locations less likely to be used by pedestrians due to distance and include higher to significantly higher costs

2. SW Martinazzi Avenue: Existing Crosswalk

- Vehicles are not stopping for pedestrians
- Construction options:
 - Relocate Street Light
 - Restripe Crosswalks
 - Add Traffic Signal
 - Leave as is
- Recommendation: Work with Operations and Police Departments
 - Restripe Crosswalk
 - Traffic Enforcement / Education Detail



FY 0809 Budget:

- \$45,000 to spend on pedestrian-friendly/traffic calming projects
- Options:
 - Countdown pedestrian head timers at existing signals
 - Train Horn Noise Mitigation
 - Widen SW Boones Ferry Road for bike lanes near SW Arikara Drive area
 - Construct sidewalk where gaps exist



MEMORANDUM

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*
Colin Cortes, Assistant Planner *C.C.*

DATE: September 8, 2008

SUBJECT: STREET TREE REMOVAL AND REPLACEMENT

BACKGROUND:

The three relevant goals of the City Council are to:

1. Enhance tree canopy in Tualatin.
2. Enhance streetscapes in Tualatin.
3. Have no net loss of trees.

The City has promoted street trees through establishing tree planting zones, expanding the list of permitted tree species, raising fees to cover street tree program costs, and promoting the "tree for a fee" program. The City also previously enacted regulations regarding tree removal from public and semi-public properties such as parks and golf courses. Given this background, staff is seeking Council direction about how to further increase street tree canopy in Tualatin.

POLICY CONSIDERATIONS:

- Does the Council want a tree-for-a-tree requirement to prevent net loss of trees?
- Is the Council comfortable with someone replacing a tree without question?
- Does the Council want full cost recovery for removal and planting City services or should the City subsidize? If a subsidy, how extensive?
- Does the Council want to require an in-lieu fee for removed trees that the City or an adjacent property owner cannot replace because it would interfere with public infrastructure such as water and power lines, street lights, and signs.
- If the City determines that an adjacent property owner cannot replace every removed tree and he or she pays a fee in lieu, does the Council want the fee to recover full costs or subsidize by mimicking the present tree-for-a-fee cost of \$45?
- Does the Council expect full and timely tree replacement in cases of safety hazards or emergencies?

OUTCOMES:

If Council decides to move forward, staff will prepare a plan text amendment (PTA) application with the proposed language and any revisions for review by the Tualatin

Planning Advisory Committee (TPAC) on 10/09/2008 and review by the Council on 10/27/2008.

- Attachments:**
- A. Slide presentation
 - B. Proposed text amendment language

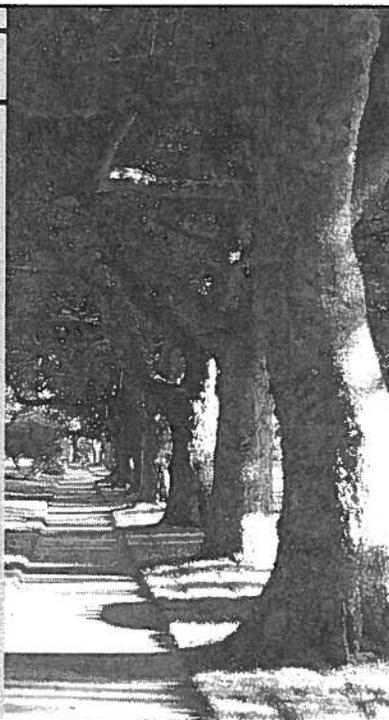


Street Trees

Street Tree Removal & Replacement

City Council Work Session

September 8, 2008



Council and Tualatin Tomorrow Goals

Council Goal #1:
Enhance sense of place and city beautification.

Community Vision & Strategic Action Plan (June 2007):

Strategy GHT 21 - Beautiful Streetscapes: Ensure beautiful streetscapes throughout Tualatin, promoting the ongoing maintenance of street easements through a variety of means.

Strategy PRN 9 - City of Trees: Promote continued and ongoing recognition of Tualatin as a "City of Trees" through active preservation activities and expansion of its tree canopy.

Strategy TTC 12 - Roadside Landscaping: Develop new programs and activities to improve and enhance City standards for and involvement in roadside landscaping.

Slide #2



Street Tree Goals

1. Enhance tree canopy in Tualatin.
2. Enhance streetscapes in Tualatin.
3. Have no net loss of trees.
 - Past actions in support of these goals:
 - ✓ establishing tree planting zones
 - ✓ expanding the list of permitted tree species
 - ✓ raising fees to cover street tree program costs
 - ✓ promoting the “tree for a fee” program.
 - ✓ enacting regulations regarding tree removal from public and semi-public properties such as parks and golf courses

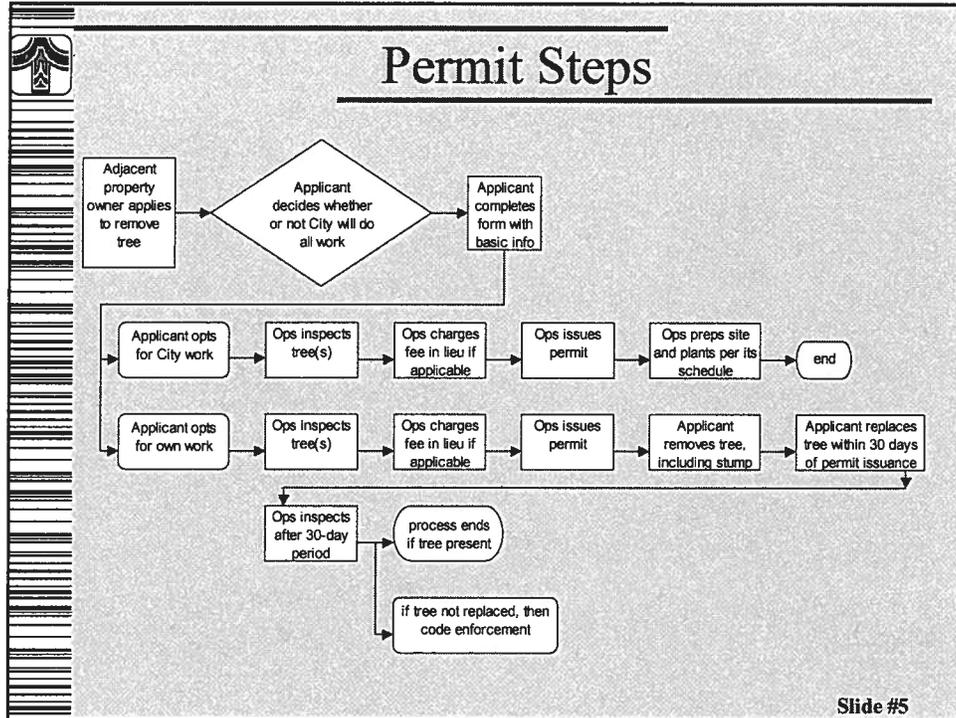
Slide #3



Policy Considerations

- ◆ Does the Council want a tree-for-a-tree requirement to prevent net loss of trees?
- ◆ Is the Council comfortable with someone replacing a tree without question?
- ◆ Does the Council want full cost recovery for removal and planting City services or should the City subsidize? If a subsidy, how extensive?
- ◆ Does the Council want to require an in-lieu fee for removed trees that the City or an adjacent property owner cannot replace because it would interfere with public infrastructure such as water and power lines, street lights, and signs.
- ◆ If the City determines that an adjacent property owner cannot replace every removed tree and he or she pays a fee in lieu, does the Council want the fee to recover full costs or subsidize by mimicking the present tree-for-a-fee cost of \$45?
- ◆ Does the Council expect full and timely tree replacement in cases of safety hazards or emergencies?

Slide #4



- ## Program Cost Options
- Costs incurred to City by:
 - Tree removal (\$315)
 - Stump removal (\$60)
 - Replacement tree (\$186); present “tree for a fee” fee is \$45.
 - Violators subject to civil penalties in TDC 31.111 and 34.220(3):
 - \$500 daily for continuing violation up to \$10,000
 - \$837 per violation and \$10 per tree removed plus restoration fee of \$2,000 per tree removed
- Slide #6



Emergencies

- ◆ Safety hazards: Will the City require adjacent property owners to replace trees that Operations removes or requests removed because of public health, safety, and welfare?
- ◆ Acts of God: Will the City require owners to replace trees felled by natural disasters such as thunderstorms within a set timeframe?
- ◆ Emergencies: Will the City require owners to replace trees felled by exceptional means (such as a runaway vehicle)?

Slide #7



Questions and Discussion

- Program goals
- Program steps
- Program cost options
- Specific amendment language

Slide #8

ATTACHMENT A

PTA-08-04: PROPOSED TEXT AMENDMENT LANGUAGE

Section 34.200 Tree Removal Without Architectural Review, Subdivision or Partition Approval, or Tree Removal Permit Prohibited.

- (1) Except as provided in TDC 34.200(3), no person shall remove a tree from private property within the City limits without first obtaining a Tree Removal Permit from the City; ~~or obtaining approval through the Architectural Review, Subdivision Review, or Partition Review process;~~ or, for a street tree or tree within a public right-of-way, obtaining approval through TDC 74.705. Incentives for tree retention are found in TDC Chapter 73, Community Design Standards. ~~Any~~ property owner who removes, or causes to be removed, one or more trees in violation of applicable TDC provisions, shall pay an enforcement fee and a restoration fee to the City of Tualatin, as set forth in TDC 34.220(3), in addition to civil penalties ~~set forth~~ in TDC 31.111.

Section 74.705 ~~Permit to Remove or Destroy Trees~~ Street Tree Removal Permit.

- (1) A person who desires to remove or destroy a tree in or upon ~~any~~ public right-of-way shall make application to the Operations Director on City forms furnished by the City. TDC 31.060 defines "tree," "tree removal," and "street tree."
- (2) The applicant must provide:
 - (a) the applicant's name and contact information and if applicable that of the applicant's contractor;
 - (b) a tabulation of the number, species, and diameter at breast height (DBH) of all street trees the applicant desires to remove;
 - (c) a sketch or survey, which, if the applicant applies to remove two or more trees, shall assign to each tree an individual identifier keyed to the tabulation;
 - (d) the date of removal; and ~~tion must state the number and kind of trees to be removed, the name of permittee and contractor, if applicable, the time the proposed work is to be done, and such~~
 - (e) other information as the Operations Director deems ~~pertinent~~ necessary. ~~Work done under the written permit must be performed in strict accordance with the permit terms and this chapter, and with the approval of the Operations Director.~~
- (3) Upon the Operations Director approving the removal of a tree, the permittee or designated contractor shall fulfill the following requirements:
 - (a) Remove both the tree and stump that might otherwise remain prior to planting of a replacement tree; or the permittee may request that the City remove the tree and stump and pay the applicable fee(s) established in TDC 74.706; and,
 - (b) Replace the removed tree by planting a species of street tree permitted by Schedule A of TDC Chapter 74 within thirty (30) days of the permit approval date; or, the permittee may request that the City replace the street tree and

pay the applicable fee(s) established in TDC 74.706. If a permittee opts for the City to plant, the Operations Department may plant the tree on its usual schedule for planting street trees. Any planting done by the permittee or designated contractor must be in accordance with professional arborist standards.

- (c) The permittee shall comply with other applicable TDC sections and any additional requirements of the Operations Director.
- (d) A permittee who fails to comply with TDC 74.706(3) shall pay an enforcement fee and a restoration fee to the City of Tualatin, as set forth in TDC 34.220(3), in addition to civil penalties in TDC 31.111.

Section 74.706 Street Tree Fees.

An applicant who applies to remove a street tree under TDC 74.705 shall pay any and all costs incurred by the City as reflected in the applicable cost-recovery fees listed in the City of Tualatin Fee Schedule. City actions and associated fees include but are not limited to inspection of a street tree requested for removal, removal of a street tree, removal of a stump, planting of a street tree, inspection(s) to determine if the permittee has fulfilled permit requirements, and a fee in lieu of replacement for any tree that cannot be replaced because of Public Works protective spacing standards for infrastructure.

Section 74.707 Street Trees That Do Not Replace Removed Trees

A person who desires to plant a tree in or upon a public right-of-way may plant a species of street tree permitted by TDC Chapter 74 Schedule A without a City permit if the tree is not a replacement for a tree that the person has removed. Such person may submit a request to the City with payment of fee(s) as established in the City of Tualatin Fee Schedule so that the City may plant a street tree. If a stump exists where a street tree is to be planted, the requestor shall remove the stump or pay the City a fee as established in TDC 74.706 so that the City may remove the stump on behalf of the applicant. In all instances, a person who desires to plant a tree shall obtain confirmation from the Operations Director that the location in which the tree is to be planted is appropriate to avoid damage to public works.

Section 74.708 Street Tree Emergencies.

- (1) If emergency conditions such as natural disasters occur that require the immediate cutting or removal of street trees to avoid danger or hazard to persons or property, the Operations Director shall *ex post facto* issue emergency permits without payment of a fees and formal applications. If the Operations Director is unavailable the adjacent property owners may proceed to cut the trees without permits to the extent necessary to eliminate the immediate danger or hazard. If a street tree is cut under this section without filing of an application with the Operations Director, the person doing so shall report the action to the Operations

Director within two City business days without payment of fee and shall provide such information and evidence as may be reasonably required by the Operations Director to explain and justify the removal.

- (2) In any and all instances, a person who removes a street tree as a result of an emergency must replace it within 30 days of notifying the Operations Director.
- (3) A person who fails to comply with TDC 74.708 shall pay an enforcement fee and a restoration fee to the City of Tualatin, as set forth in TDC 34.220(3), in addition to civil penalties in TDC 31.111.
- (4) Where no emergency is found to exist, the City prohibits the cutting or removal of street trees.



MEMORANDUM CITY OF TUALATIN

TO: Honorable Mayor and Members of the City Council
THROUGH: Sherilyn Lombos, City Manager *SL*
FROM: Michael A. McKillip, City Engineer *MAK*
DATE: September 8, 2008
SUBJECT: Water Issues

This memo outlines three water issues that are coming before the Council. Staff is seeking input on what direction to take on these issues.

Willamette River Water Coalition (WRWC)

On tonight's agenda is an item recommending approval of changes to the WRWC Intergovernmental Agreement. The changes are shown in the attached draft showing the additions and deletions. These changes are related to the changes in membership, clarifying water rights reserved for Tigard and Sherwood, clarifying the process for approving projects, and minor changes to correct terminology. These are seen as routine changes and staff can answer questions.

Tualatin Impacts

This does not appear to impact Tualatin at this time.

Sherwood Pipeline to Wilsonville

Sherwood is finalizing design and financing arrangements for their pipeline from the Water Treatment Plant in Wilsonville to Sherwood. They are interested in knowing if Tualatin is interested in participating in over-sizing the pipe for future water delivery to Tualatin. Tigard is also considering the same request from Sherwood. No exact terms or numbers are available at this time. Terms would likely include some payment now and the balance at a later date.

(Sherwood Pipeline to Wilsonville cont.)

Tualatin Impacts

If Tualatin indicates no interest in participating in this project at this time the only impact would be a lost opportunity to participate in the project.

If Tualatin indicates an interest in participating in the project at this time the impacts could be:

Community - to deal with the discussions to potentially, at some time, use Willamette River water in Tualatin. We anticipate large and ongoing requests for information and discussion.

Financial - to identify and set aside funds for participation.

Engineering - to identify what other projects may be needed in the future to receive water through the pipeline.

Engineering and Operations - could be the start of an alternate source to Portland for peaking and emergencies.

Willamette River Water Treatment Plant Expansion

Wilsonville is beginning the planning process for their next Water Treatment Plant expansion. They have asked if Tualatin is interested in participating in this round of planning and discussion.

Tualatin Impacts

If Tualatin indicates no interest in participating in this project at this time the only impact would be a lost opportunity to participate in the project.

If Tualatin indicates an interest in participating in the project at this time the impacts could be:

Community - to deal with the discussions to potentially at some time use Willamette River water in Tualatin. We anticipate large and ongoing requests for information and discussion.

Financial - to identify and set aside funds for participation.

Engineering - to identify what other projects may be needed in the future to receive water from the treatment plant.

Engineering and Operations - could be the start of an alternate source to Portland for peaking and emergencies.

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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 parties: Tualatin Valley Water District, a Domestic Water Supply District formed under Chapter 264 (“TVWD”) ~~Canby Utility Board, a municipal utility formed pursuant to ORS Chapter 225 (“CUB”)~~, the City of Sherwood, a municipal corporation (“SHERWOOD”), ~~The City of Gladstone, a municipal corporation (“GLADSTONE”)~~, the City of Tigard, a municipal corporation (“TIGARD”) and the City of Tualatin, a municipal corporation (“TUALATIN”).

RECITALS:

A. WHEREAS, the Members parties 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, the parties with the present exception of SHERWOOD and TUALATIN either hold water rights or have applications pending to appropriate water for municipal and industrial purposes on the Willamette River within that reach of the river from Lake Oswego to Wilsonville; and~~

~~BD.~~ 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

~~CE.~~ WHEREAS, these Members ~~wish to 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 parties hereto agree as follows:

SECTION 1. WILLAMETTE RIVER WATER COALITION

1.1 WRWC. There is hereby ~~continued created~~ the Willamette River Water Coalition (“WRWC”). The Mmembers of WRWC shall number ~~foursix~~ (46). The governing body of each Member party shall appoint one (1) Board Representative. ~~Each Board Reperesentative shall have one vote.~~ Board Members of WRWC shall serve at the pleasure of their respective appointing bodies. The addition of new Mmembers shall require the consent of a two-thirds majority of existing Mmembers.

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- 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. ~~between Wilsonville and Gladstone.~~ 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, parties~~ 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. ~~on the Willamette River;~~
 - 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 ~~M~~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~~parties 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. Four (4) members of WRWC~~ 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.

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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 entity** that will financially participate in any project. ~~A The~~ 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 of 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 ~~M~~members by ~~February~~ **January** 1 of each year. This work plan shall be referred to as general administrative. It is anticipated that each **Member party** shall budget its own staff and funds for costs or provision of in-kind services as necessary.

Each ~~Member's party'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 ~~M~~members of the WRWC as of ~~December 31~~ **January** 1 of the preceding fiscal year. ~~For subsequent projects, for improvements and facilities, each Member's party'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.~~ 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 ~~M~~members. Transmission and storage shall be performed by the **Members parties** using those facilities. It is the

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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 ~~Contributions of Vested and Pending Water Rights. The Presently~~ permitted surface water rights to the Willamette River ~~is are~~ held by ~~WRWCTVWD~~ (130 mgd) as WRD Permit No. 49240, (hereafter "~~existing right~~Existing Rights"). ~~Pending applications before the State Water Resources Department ("WRD") filed by all parties, except SHERWOOD and TUALATIN, are also set forth on Exhibit 1 (hereafter "new rights"). The existing and new rights together specify areas of usage covering the service territories of all members of WRWC. Following execution of this Agreement and formation of this entity, the parties hereto agree to execute all documents necessary to assign ownership of the existing 1973 permit to WRWC and identify WRWC as the applicant on the pending application for new rights. Thereafter~~ WRWC shall exclusively own and manage the resources subject to this Agreement.

2.3 Allocation of Water and Diversion Point. ~~WRWC shall become the sole holder of these rights.~~ WRWC and its ~~M~~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 ~~M~~member's needs, considering that ~~M~~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 Development and implementation of a water system management and conservation plan consistent with the requirements or guidelines of the Regional Water Plan.~~
- 2.3.3 Other factors as agreed by separate addenda or written agreements.

2.4 Administration of Water Rights. ~~By assignment of ownership of the Willamette River 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 ~~M~~members approve.

SECTION 3. CAPITAL CONTRIBUTIONS.

3.1 Assets. Without limitation, the ~~Existing and new Rights enumerated in attached Exhibit 1 (the "System")~~ shall be employed in the System ~~and are hereby contributed by the parties.~~ Future agreements or addenda will identify other assets and how they are to be accounted

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for under this Agreement.

3.2 **Effect of Membership.** Each ~~Member's party's~~ annual contribution towards General Administration shall entitle it to ~~M~~member status and each ~~Member party~~ shall own an undivided interest in the ~~S~~system as reflected, which shall be adjusted by capital contributions over time as set forth in ~~a~~Addenda or by separate written agreement. If membership status is maintained, then each ~~Member party~~ 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 ~~S~~system shall be operated and maintained by WRWC; WRWC may contract with ~~M~~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 ~~M~~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 ~~P~~project. The notification shall include cost estimates and a reasonably detailed description of the proposed ~~P~~project. The ~~M~~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 ~~P~~project shall be deemed rejected by the ~~M~~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 Members shall notify the other nonparticipating Members specifying the changes. Within 30 days of notice, the nonparticipating Parties 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.** ~~The parties intend to provide a method of decision making by anticipated diversion points.~~ Facilities constructed shall be in the name of WRWC but decision making shall be by the participating ~~M~~members as set forth in ~~a~~the ~~P~~project ~~a~~Agreement. If WRWC elects not to construct, expand or modify as proposed by an individual ~~M~~member or

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~~M~~members, then by separate written agreement or addenda any ~~M~~member or ~~M~~members may proceed with the ~~proposed Project 1973 rights assigned to that diversion point~~ if the ~~members~~Members of WRWC likely to be served by that diversion point or facility approve the technical aspects of the proposal to ensure the ~~P~~project will not be inconsistent with future compatibility with individual ~~members~~Members' systems. If the proposal is found inconsistent or incompatible, the ~~M~~member(s) may use its own water rights held outside this agreement. Under all circumstances, no such ~~P~~project shall impair the ability of the System to serve the other ~~members~~Members or significantly increase the cost of usage to the other ~~members~~Members unless the ~~M~~member(s) undertaking the project agrees to pay the increased unit costs to WRWC or the ~~members~~Members which have declined to participate in the expansion. If the ~~members~~Members likely to be served by the diversion point or facility do not approve use of the ~~Existing Right 1973 rights~~, then the individual ~~Member entity~~ may use other water outside this agreement or use the termination provision of Section 7. The ~~Members parties~~ 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 its~~ 1995 permit application to appropriate 40 cfs, ~~TVWD and the the~~ ~~M~~members of WRWC hereby allocate 40 cfs of the ~~Existing Right 1973 right at the Wilsonville diversion point~~ to Tigard. ~~If Tigard desires to construct a conventional treatment plant at Wilsonville to develop this right and no other members wish to participate, Tigard may proceed without further approval from WRWC or its members.~~

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.

5.45 Regulatory Matters. All ~~Members parties~~ 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~~Members agree that the Willamette River water rights now existing or hereafter acquired are for regional application. The ~~Members parties~~ 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~~Members shall have the power to sell water to

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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 an a non-Member entity shall be paid to WRWC. Any distribution of these proceeds shall be as the ~~members~~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~~parties.

SECTION 7. TERMINATION.

7.1 Notice of Election. Any ~~Member party~~ may elect to terminate this Agreement and withdraw from WRWC by giving written notice of its desire to WRWC and other ~~Members~~member parties on or before ~~April~~March 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 party~~ and WRWC, that ~~Member party~~ 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~~Members for those financial responsibilities and obligations attributable to the withdrawing ~~Member party~~.

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 ~~M~~member in writing of its desire to purchase the terminating ~~M~~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~~Members may give notice within 60 days after notice of WRWC's decline of that ~~M~~member's intent to purchase as provided herein. Unless otherwise agreed in writing, the purchase shall be purchased equally among the buying ~~members~~Members and their capital accounts shall be adjusted accordingly.

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- 7.1.3 The price to be paid, whether determined by mutual agreement or arbitration, shall be paid to the terminating ~~Member party~~ in full within 12 months following the date of termination set forth in the notice of intent to terminate. If the other ~~Member party~~ fails to pay the purchase price within 12 months of the date of termination and if the ~~Members parties~~ are unable to agree upon a mutually acceptable payment schedule, then the terminating ~~mMember~~ 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 ~~membersMembers~~.
- 7.1.4 In the event that the WRWC or the remaining ~~membersMembers~~ fail to purchase the interest of the terminating ~~mMember~~ within the 12-month period, or in the event the WRWC or the remaining ~~mMember(s)~~ decline to purchase its interest, then the terminating ~~mMember'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 ~~eExisting permitted rRights (1973 rights)~~, no withdrawing ~~Member party~~ shall be compensated for the value of ~~the Existing Right those 1973 rights~~ except TVWD. If TVWD decides to withdraw from WRWC, it may:
- a) leave the entire ~~Existing Right 1973 water 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 for increased amount due to 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 1973 rights~~ 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 7.75 cfs (or increased amount due to Sherwood's ownership of capacity at the Wilsonville Water Treatment Facility) shall not be~~

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~~valued as part of this appraisal and purchased because it is allocated to SHERWOOD; or~~

c) ~~TVWD may leave all the Existing Right 1973 rights to WRWC without compensation, and, in lieu of monetary compensation, receive an equal amount (202 cfs) of junior rights under 7.1.6 below.~~

~~7.1.6 For the parties other than TVWD, in the event of termination, the terminating member shall be entitled to have conveyed to it by WRWC the water rights associated with the pending application the terminating member contributed to WRWC. For example, if the pending application was approved for Canby in the amount of 12.4 cfs and Canby terminates, Canby shall relinquish all rights and claims to any water allocated to its diversion point under the 1973 Permit contributed by TVWD and WILSONVILLE, and WRWC shall assign to Canby the 12.4 cfs Permit right that Canby contributed to the entity. Thereafter Canby shall rely only upon that 12.4 cfs water right and have no further right or claim to other WRWC rights.~~

~~7.1.76 The Members parties agree that TIGARD shall have a firm right to 40 cfs CFS of the Existing Right TVWD 1973 rights 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. Sherwood's allocation of the Existing Right shall be increased by an amount equal to the capacity owned by Sherwood of the Wilsonville Water Treatment Facility up to 31 cfs (20mgd) in recognition that Sherwood will meet its 20 mgd demand forecast from the Willamette River Source.~~

~~7.1.88 The Members parties 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 **M**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 **m**Member or between **m**Members **(collectively "Parties")** regarding breach of this Agreement or interpretation of any term of this Agreement, the **P**parties shall first attempt to resolve the dispute by negotiation, followed by mediation, if negotiation fails to resolve the dispute.

Step One: (Negotiation)

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The Manager or other persons designated by each of the disputing pParties 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 pParties.

Step Two: (Mediation)

If the dispute cannot be resolved within thirty (30) days at Step One, the pParties shall submit the matter to non-binding mediation. The pParties shall attempt to agree on a mediator. If they cannot agree, the pParties shall request a list of five (5) mediators from an entity or firm providing mediation services. The pParties will attempt to mutually agree on a mediator from the list provided, but if they cannot agree, each pParty 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 pParties 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 Pparties agree, any dispute or claim shall be settled by arbitration under the jurisdiction of the Circuit Court of the State of Oregon for ~~Washington Clackamas~~ 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 ~~Membersparties~~, signed by all of the ~~Membersparties~~. Future tasks deemed necessary shall be agreed to by the ~~Membersparties~~ 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 ~~Membersparties~~ 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 participants~~ 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~~Members. Except for changes of organization through entity formation, merger, consolidation or annexation,

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no ~~Member party~~ 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 parties~~ as follows:

Tualatin Valley Water District
Attn: General Manager
~~P.O. Box 7451850 SW 170th~~
Beaverton, Oregon 97075

~~Canby Utility Board
Attn: General Manager
P.O. Box 1070
Canby, Oregon 97013~~

City of Tigard
Attn: City Manager
~~P.O. Box 2339713125 SW Hall Blvd.~~
Tigard, Oregon 97223

City of Sherwood
Attn: City Manager
~~20 NW Washington 22560 SW Pine~~
Sherwood, Oregon 97140

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

~~City of Gladstone
City Administrator
525 Portland Avenue
Gladstone, Oregon 977027~~

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

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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 ~~c~~Chairman, upon his own motion, may, or at the request of two (2) ~~members~~Members of WRWC, shall by giving notice to ~~members~~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 ~~Four (4) members of WRWC~~ shall constitute a quorum. No action will be taken by WRWC unless a majority of WRWC ~~Board~~ Representatives ~~present~~ votes 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~~ the parties 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~~ parties on separate counterparts, any one of which shall constitute an agreement between and among the ~~Members~~ parties.

9.9 Joint and Several Obligations. For approved WRWC activities, the ~~Members~~ parties shall be jointly and severally liable to third parties for payment of debts and costs incurred. No ~~Members of the party to~~ WRWC shall be liable for damages, debts or claims caused solely by the negligent act or omission by WRWC or other ~~members~~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 ~~M~~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.

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

TUALATIN VALLEY WATER DISTRICT

Date: _____, 2008~~3~~

By: _____

By: _____

CANBY UTILITY BOARD

Date: _____, 2003

By: _____

By: _____

CITY OF TIGARD

Dated: _____, 2008~~3~~

By: _____

By: _____

Date: _____, 2008~~3~~

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CITY OF SHERWOOD

By: _____

By: _____

Date: _____, 2008~~3~~

CITY OF TUALATIN

By: _____

By: _____

~~Date: _____, 2003~~

~~**CITY OF GLADSTONE**~~

~~_____~~
~~By: _____~~

~~_____~~
~~By: _____~~

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EXHIBIT 1**

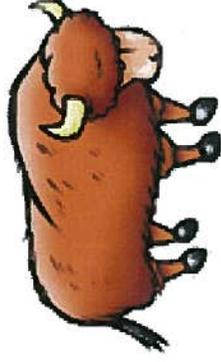
PENDING APPLICATIONS

Applicant	Amount	Priority Date	Application #
CUB	12.4 cfs	12/27/90	71072
TVWD	387 cfs	5/31/91	71651
Gladstone	12.4 cfs	9/13/91	71834
Tigard	40 cfs	3/28/95	80342

EXISTING PERMITTED RIGHTS

Applicant	Amount	Priority Date	Permit #
TVWD	202 cfs	6/19/73	49240

Tualatin Youth Advisory Council



City Council Update
September 8th , 2008



City of Tualatin

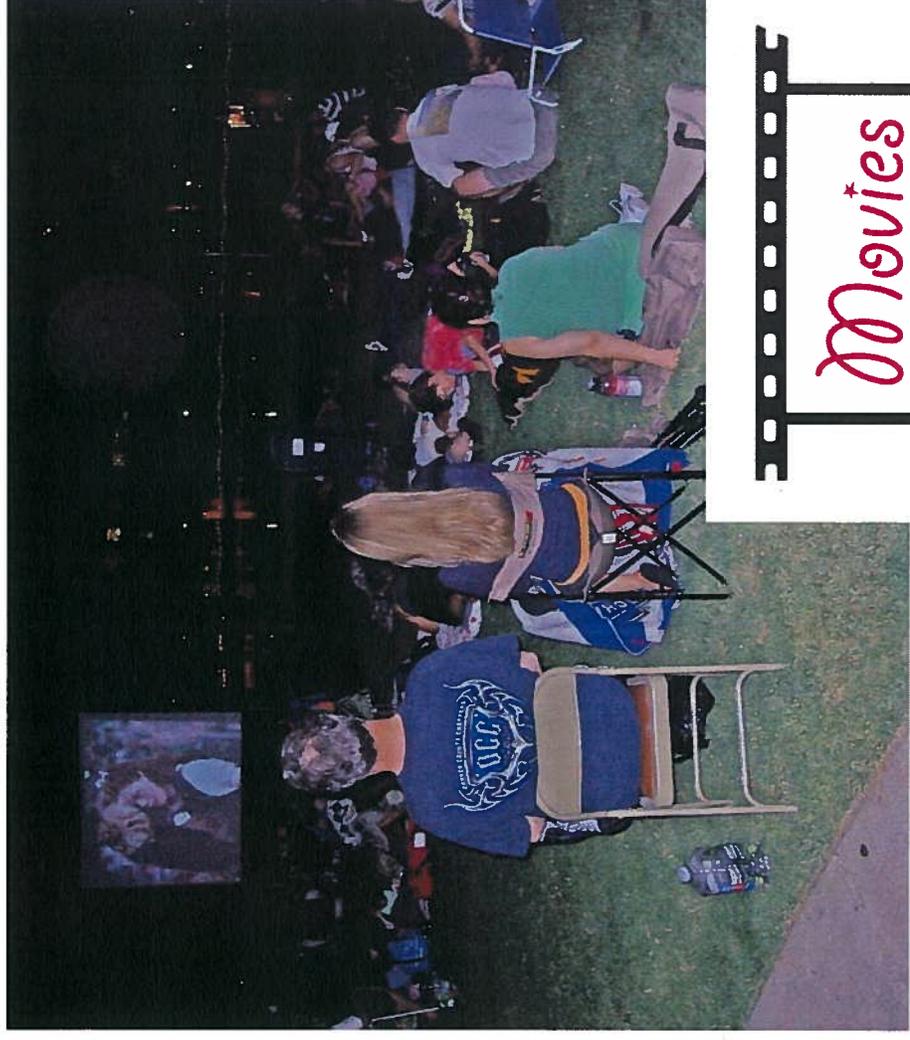
Haunted House



- Haunted House will be at Van Raden Center
- Oct. 17, 18, 24, and 25
- 7:00 p.m. to 10:00 p.m.
- Insane asylum/haunted hospital theme

Movies on the Commons

- Movies on the Commons are over for this summer (every Saturday night in July and August)
- Over 1,000 people attended
- We didn't get rained out once!

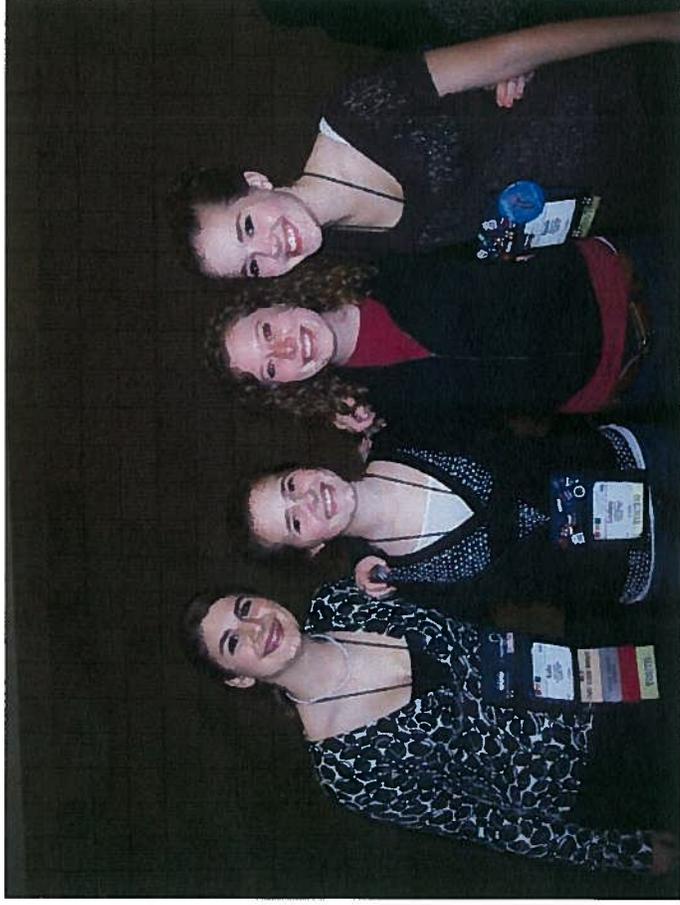


City Project- Youth Summit

- Discussing civic issues important to Tualatin's youth
- Results will help YAC prioritize issues to study and make recommendation on to City Council.
- October 5th from 4:00 p.m. to 6:00 p.m.
- Meet on football field at Tualatin High School
- Burritos will be provided by Chipotle



National League of Cities



- Youth delegates will gain valuable experience, acquire new skills, and develop meaningful connections to other youth and adults involved in civic engagement.
- November 13th –15th in Orlando, FL
- Three YAC members will attend with the Teen Program Specialist
- Conference attendees will report back to the YAC and City Council.

WORK SESSION ITEMS

PowerPoint?

1. Library Policies (Comm Svcs) (30m)

2.

3.

4.

PRESENTATIONS / ANNOUNCEMENTS / SPECIAL REPORTS

PowerPoint?

1. Proclamation for National Arts and Humanities Month in October

2. Presentation of Visual Chronicle Acquisitions

3. New Employee Introductions – Court Administrator

CONSENT CALENDAR ITEMS

1. Resolution CUP-08-03 NWESD (Legal)

2. Heritage Center Patio Project Acceptance (Comm Svc)

3. Reso Awarding Espresso Bar Contract (Comm Svc)

4. Reso Accepting Public Improvements – Birtcher Ofc Bldg (Engr/Bldg)

5. Reso Accepting Public Improvements – Providence Bridgeport Health Ctr (Engr/Bldg)

6.

PUBLIC HEARINGS – Legislative, Other, Quasi-Judicial

PowerPoint?

1. Street Name Changes (Eng) *Other*

2.

3.

GENERAL BUSINESS ITEMS (not consent)

PowerPoint?

1.

2.

3.

4.

5.

EXECUTIVE SESSION ITEMS

1.

WORK SESSION ITEMS

PowerPoint?

1. Fence Standard Review Phase 2 (Comm Dev) yes

2. Outside Agencies Allocation of Funds (Admin)

3. Accepting Credit Cards Policy (Finance) *tentative*

4. Reverse Frontage Future Planning Discussion (Ops)

- 5.

PRESENTATIONS / ANNOUNCEMENTS / SPECIAL REPORTS

PowerPoint?

1. Youth Advisory Council Update

2. Volunteer Program Update

3. Pumpkin Regatta Preview – Community Services

CONSENT CALENDAR ITEMS

1. Reso - Approving Commuter Rail Project TriMet & City Maintenance Agr (Comm Dev)

- 2.

- 3.

- 4.

PUBLIC HEARINGS – Legislative, Other, Quasi-Judicial

PowerPoint?

1. PTA-08-05 – Eighty Percent Density Rule (*Legislative*) (Comm Dev)

2. CUP-08-04 – Reservoir/Cell Site – Norwood Road (*Quasi-Judicial*) (Comm Dev)

- 3.

GENERAL BUSINESS ITEMS (not consent)

PowerPoint?

- 1.

- 2.

- 3.

- 4.

- 5.

EXECUTIVE SESSION ITEMS

- 1.

MEETING DATE: Thursday, October 16

Time: 6-8pm

Location: Operations Training Room

SPECIAL WORK SESSION ITEMS

PowerPoint?

1. Central Urban Renewal – Maximum Indebtedness (Comm. Dev.)

WORK SESSION ITEMS

PowerPoint?

1. Rental Housing Additional Information (Admin/Legal)

2. Legislative Program (Admin)

3.

4.

5.

PRESENTATIONS / ANNOUNCEMENTS / SPECIAL REPORTS

PowerPoint?

1.

2. Tualatin Tomorrow – Health, Safety & Social Services Update (Comm Dev)

3.

CONSENT CALENDAR ITEMS

1. Resolution CUP-08-04 – Reservoir/Cell Site – Norwood Road (Legal)

2. Award of Bid – Herman Road TDC (Comm Dev)

3. Resolution Stafford MOU on Communications (Comm Dev)

4.

PUBLIC HEARINGS – Legislative, Other, Quasi-Judicial

PowerPoint?

1. PTA-08-04 Street Trees Regulations (**Legislative**) (Comm Dev)

2.

3.

GENERAL BUSINESS ITEMS (not consent)

PowerPoint?

1. ORD PTA-08-05 – Eighty Percent Density Rule (Legal)

2.

3.

4.

5.

EXECUTIVE SESSION ITEMS

1.

WORK SESSION ITEMS

PowerPoint?

1.

2.

3.

4.

5.

PRESENTATIONS / ANNOUNCEMENTS / SPECIAL REPORTS

PowerPoint?

1. Youth Advisory Council Update

2.

3.

CONSENT CALENDAR ITEMS

1.

2.

3.

4.

PUBLIC HEARINGS – Legislative, Other, Quasi-Judicial

PowerPoint?

1.

2.

3.

GENERAL BUSINESS ITEMS (not consent)

PowerPoint?

1. ORD PTA-08-04 Street Trees Regulations (Legal)

2.

3.

4.

5.

EXECUTIVE SESSION ITEMS

1.

WORK SESSION ITEMS

PowerPoint?

1. Leveton Maximum Indebtedness (Comm Dev)

2. Franchise Fee / Privilege Tax Discussion (Fin)

3.

4.

5.

PRESENTATIONS / ANNOUNCEMENTS / SPECIAL REPORTS

PowerPoint?

1.

2.

3.

CONSENT CALENDAR ITEMS

1.

2.

3.

4.

PUBLIC HEARINGS – Legislative, Other, Quasi-Judicial

PowerPoint?

1.

2.

3.

GENERAL BUSINESS ITEMS (not consent)

PowerPoint?

1.

2.

3.

4.

5.

EXECUTIVE SESSION ITEMS

1.

September

<i>Sun</i>	<i>Mon</i>	<i>Tue</i>	<i>Wed</i>	<i>Thu</i>	<i>Fri</i>	<i>Sat</i>
	1 Labor Day Holiday CITY OFFICES CLOSED 4:00p-5:00p Heritage Center Patio Dedication	2 6:30p TLAC	3 1:15p Tualatin Historical Soc 7p ARB (if necessary)	4	5 5:30p Bridgeport Back-to-School Night (Bond Measure Presentation)	6 10p-7p (Sat/Sun) Kayak and Canoe rentals at BFP (through 9/21)
7	8 3:00p CWS/Durham Plant Tour 5:00p Work Session 7:00p Council/TDC Mtg	9 6:00p TPARK	10 5p High School Social (Bond Presentation) 6:30p Tualatin Tomorrow Vision Implementation Committee, Library Community Room	11 6p Tualatin Elementary Back-to-School (bond presentation) 7p TPAC	12	13
14 5:00p-7:00p Horizon Community Church concert at Tualatin Commons	15	16 6:30p TAAC	17 7p ARB (if necessary)	18 7pm-9pm Hazelbrook Back to School Night 5p Volunteer BBQ Community Park	19	20 11:00-3:00 Tualatin Preparedness Fair @ LDS Church
21	22 5:00p Work Session 7:00p Council/TDC Mtg	23 7pm-8:30pm Byrom Elem. Back to School Night	24 7pm-8:30pm Byrom Elem. Back to School Night 7p ARB (if necessary)	25 11:30a Chamber Luncheon @ Country Club	26	27
28	29	30				

2008

October

<i>Sun</i>	<i>Mon</i>	<i>Tue</i>	<i>Wed</i>	<i>Thu</i>	<i>Fri</i>	<i>Sat</i>
			1 1:15p Tualatin Historical Soc	2	3	4
5	6	7 6:30p TLAC	7p ARB (if necessary) 8 6:30p Tualatin Tomorrow VIC Steering Committee Meeting, Council Chambers	9 7:00p TPAC	10	11
12	13	14 6:00p TPARK	15	16	17	18
19	5:00p Work Session 7:00p Council/TDC Mtg 20	21 6:30p TAAC	7p ARB (if necessary) 22 7p ARB (if necessary)	23 11:30a Chamber Luncheon @ Country Club	24 7p-10p YAC Haunted House at Van Raden Community Center	25 10:00a - 2:00p 5 th Annual West Coast Giant Pumpkin Regatta 7p-10p YAC Haunted House at Van Raden Community Center
26	27 5:00p Work Session 7:00p Council/TDC Mtg	28	29 7p ARB (if necessary)	30	31	

2008

November

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4 Election Day 6:30p TLAC	5 1:15p Tualatin Historical Soc 7p ARB (if necessary)	6 Time TBA: WES VIP Reception	7 Time TBA: WES Grand Opening	8
9	10 WES WEEK 5:00p Work Session 7:00p Council/TDC Mtg	11 WES WEEK Veterans Day Holiday CITY OFFICES CLOSED 6:00p TPARK	12 WES WEEK 6:30p Tualatin Tomorrow VIC Steering Committee Mtg, Council Chambers	13 WES WEEK 7p TPAC	14 WES WEEK	15
16	17	18 6:30p TAAC	19 12p Core Area Parking District Board, Council Chambers 7p ARB (if necessary)	20 7p Urban Renewal Advisory Committee Mtg, Council Chambers	21 City Council Goal Setting Retreat	22 City Council Goal Setting Retreat
23	24 5:00p Work Session 7:00p Council/TDC Mtg	25	26 11:30a Chamber Luncheon @ Country Club?? 7p ARB (if necessary)	27 Thanksgiving Day Holiday CITY OFFICES CLOSED	28 Thanksgiving Holiday CITY OFFICES CLOSED	29
30						

2008