



**TUALATIN CITY COUNCIL
AND
TUALATIN DEVELOPMENT COMMISSION**
Monday, October 13, 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 Officer – *Tony Villa*
2. New Employee Introductions – *Abigail Elder, Library Manager*
3. Volunteer Program Update – *Volunteer Coordinator Victoria Eggleston*
4. Giant Pumpkin Regatta Preview – *Community Services*
5. Presentation of Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association – *Don Hudson, Finance Director*
6. Tualatin Youth Advisory Council Update
7. Road Closure Update – *City Engineer Mike McKillip*
8. Tualatin Heritage Center Patio Project Update – *Tualatin Historical Society*

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 – 7)

Page #

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

1. Approval of Minutes for the Meetings of June 23, 2008, July 14, 2008,.....
September 8, 2008 and September 22, 2008
[amended at Council meeting – June 23 and July 14, 2008 minutes removed from agenda]
2. Approval of Change of Ownership Liquor License Application for Tualatin.....
Gas & Food Services
3. Resolution No. 4832-08 Authorizing Merchant Services Agreement with West
Coast Merchant Services.....
4. Resolution No. 4833-08 Accepting Public Improvements for Construction of the.....
Tualatin Heritage Center Phase 2 Patio Improvements
5. Resolution No. 4834-08 Accepting Public Improvements for Haulaway Storage Containers.....
6. Resolution No. 4835-08 Authorizing the City Manager to Negotiate and Execute.....
a Concession Agreement for Espresso Bar and Vending
Services at the Tualatin Public Library
7. Resolution No. 4836-08 Approving an Intergovernmental Agreement with Metro for the
2006 Natural Areas Bond Measure Local Share Component

E. PUBLIC HEARINGS – Legislative or Other

- 1. Plan Text Amendment Rescinding Requirements for Eighty Percent Residential
Minimum Built Density (PTA-08-05)

F. PUBLIC HEARINGS – Quasi-Judicial

- 1. Conditional Use Permit for Water Reservoirs and Wireless Communication Facility.....
(WCF) at 8930 SW Norwood Road (CUP-08-04)

G. GENERAL BUSINESS

- 1. Resolution No. 4837-08 Adopting Service Level Standards and Rates to Accommodate
a Co-Mingled Cart Recycling Program Inside the City of Tualatin
and Rescinding Resolution No. 4825-08
- 2. Ordinance No. 1270-08 Renaming SW Ottawa 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

H. ITEMS REMOVED FROM CONSENT AGENDA

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

I. COMMUNICATIONS FROM COUNCILORS

J. EXECUTIVE SESSION

K. ADJOURNMENT

CITY COUNCIL MEETING SIGN-UP SHEET

PLEASE COMPLETE TO GIVE TESTIMONY

DATE: OCTOBER 13, 2008

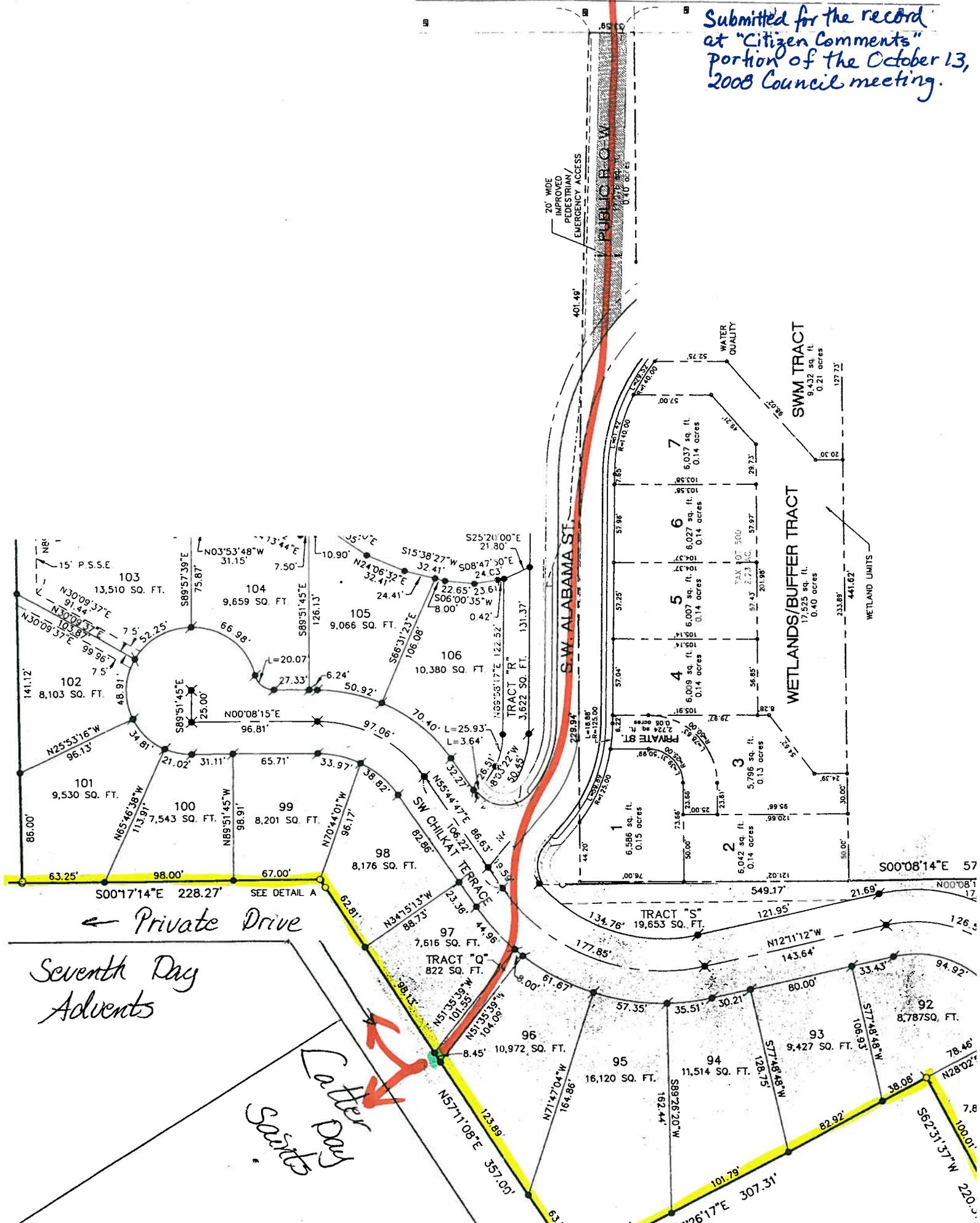
PLEASE LIMIT TESTIMONY TO THREE MINUTES

PLEASE PRINT CLEARLY				AGENDA ITEM(S)	PROPONENT (if applicable)	OPPONENT (if applicable)
NAME	ADDRESS	REPRESENTING (if applicable)				
Michael Fulsman	22395 SW Chilkat Terrace			approval of fence encasement	✓	

Tualatin High *Ramp* Swim Center

BOONES FERRY RD

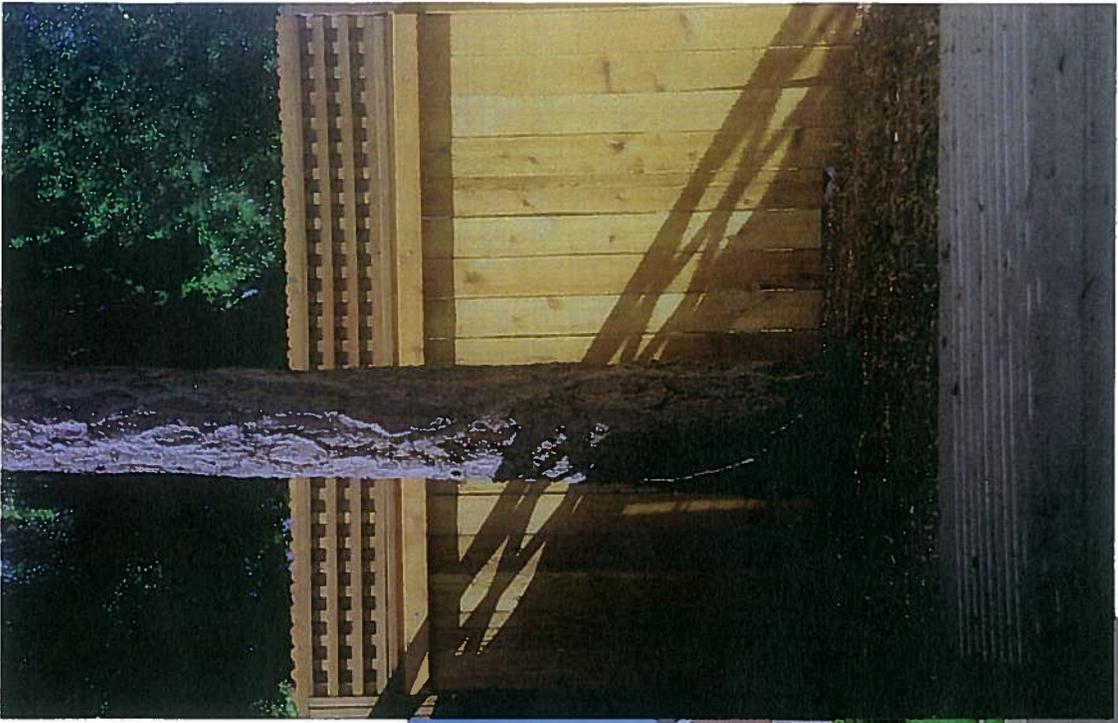
Submitted for the record at "Citizen Comments" portion of the October 13, 2008 Council meeting.



← Private Drive

Seventh Day Advents

Catter Day Swartz





STAFF REPORT

CITY OF TUALATIN

****Removed June 23rd & July 14th, 2008 minutes in their entirety. Sept. 8 & 22, 2008**

Amended / Minutes Approve

Approved By Tualatin City Council

Date 10-13-08

Recording Secretary *[Signature]*

TO: Honorable Mayor and Members of the City Council

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

DATE: October 13, 2008

SUBJECT: APPROVAL OF THE MINUTES FOR THE MEETINGS OF JUNE 23, 2008, JULY 14, 2008, SEPTEMBER 8, 2008 AND SEPTEMBER 22, 2008

ISSUE BEFORE THE COUNCIL:

The issue before the Council is to approve the minutes for the City Council Meetings of June 23, 2008, July 14, 2008, September 8, 2008 and September 22, 2008.

RECOMMENDATION:

Staff respectfully recommends that the Council adopt the attached minutes.

FINANCIAL IMPLICATIONS:

There are no financial impacts associated with this item.

Attachments: Minutes



City of Tualatin

www.ci.tualatin.or.us

Approved By Tualatin City Council
Date 10-13-08
Recording Secretary M. Smith

TUALATIN CITY COUNCIL WORK SESSION MINUTES OF SEPTEMBER 8, 2008

PRESENT: Mayor Lou Ogden; Councilors Chris Barhyte, Monique Beikman, Bob Boryska, Jay Harris, and Ed Truax; Sherilyn Lombos, City Manager; Brenda Braden, City Attorney; Mike McKillip, City Engineer; Doug Rux, Community Development Director; Dan Boss, Operations Director; Kent Barker, Police Chief; Don Hudson, Finance Director; Tony Doran, Associate Engineer, Colin Cortes, Assistant Planner, Maureen Smith, Recording Secretary

ABSENT: Councilor Donna Maddux* [** denotes excused*]

[Unless otherwise noted, MOTION CARRIED indicates all in favor.]

A. CALL TO ORDER

Mayor Ogden called the work session to order at 5:03 p.m.

B. PRESENTATIONS, ANNOUNCEMENTS, SPECIAL REPORTS

1. Gas Tax/Road Fund Prioritization

City Engineer Mike McKillip presented information on available FY 08-09 gas tax funding for possible pedestrian friendly/traffic calming enhancements, additional bike lane construction, and addressing train horn noise mitigation.

Discussion followed and the amount of funding that is available. Council suggested staff look into various other types of pedestrian friendly enhancements. After discussion, Council consensus by all present, to devote funding towards bike lane improvements.

2. Street Tree Removal/Replacement Policy

Assistant Planner Colin Cortes presented information on the City's current street tree policy, which does not require replacement of a street tree for one that is removed (with a permit). Policy question for Council is whether to require a homeowner to replace a street tree if one is removed. The present policy was reviewed and discussion followed. The challenge is to have the flexibility of what would work for every neighborhood.

Discussion followed. Staff will reschedule this issue for another work session for further discussion. A subcommittee of Councilors Barhyte, Harris, and Mayor Ogden was formed to review the issue and come back to Council at a future time.

3. Water Issues

City Engineer Mike McKillip reviewed information on three water-related issues for discussion: 1), Changes to the Willamette River Water Coalition (WRWC) Intergovernmental Agreement (IGA) which are seen as routine changes. The IGA is on the Consent Agenda at the regular meeting. and Council agreement by all

present will be to approve the IGA. Second issue whether Tualatin would consider participating in a waterline from Sherwood to Wilsonville for future water delivery to Tualatin. A formal proposal would come from Sherwood. Tigard is also considering the same request. Discussion followed on the usefulness of whether to participate. The third issue is a request from Wilsonville whether Tualatin would consider participating in the Willamette River Water Treatment Plant Expansion planning process. Council discussion followed and there was reluctance of all Council present not to discuss this issue without first having some public discussion. Council expressed interest in participating with Sherwood in the upsizing of pipe, which could be a huge cost savings to Tualatin in the future.

4. *Urban/Rural Reserves Update*

Councilor Barhyte reported on the urban/rural reserves meetings. The group has met for nine meetings to date. Density of the current boundary was discussed. The meetings are continuing and no decisions have not been made up to this point.

C. CITIZEN COMMENTS

N/A

D. CONSENT AGENDA

None.

E. PUBLIC HEARINGS – Legislative or Other

N/A

F. PUBLIC HEARINGS – Quasi-Judicial

N/A

G. GENERAL BUSINESS

N/A

H. ITEMS REMOVED FROM CONSENT AGENDA

N/A

I. COMMUNICATIONS FROM COUNCILORS

None.

J. EXECUTIVE SESSION

None.

K. ADJOURNMENT

The work session adjourned at 6:54 p.m.

Sherilyn Lombos, City Manager

Recording Secretary

Maureen Smith



TUALATIN CITY COUNCIL MINUTES OF SEPTEMBER 8, 2008

PRESENT: Mayor Lou Ogden; Councilors Chris Barhyte, Monique Beikman, Bob Boryska, Jay Harris, and Ed Truax; Sherilyn Lombos, City Manager; Brenda Braden, City Attorney; Doug Rux, Community Development Director; Mike McKillip, City Engineer; Kent Barker, Police Chief; Dan Boss, Operations Director; and Maureen Smith, Recording Secretary

ABSENT: Councilor Donna Maddux* [* denotes excused]

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

[Unless otherwise noted, MOTION CARRIED indicates all in favor.]

A. CALL TO ORDER

Councilor Barhyte led the Pledge of Allegiance.

B. PRESENTATIONS, ANNOUNCEMENTS, SPECIAL REPORTS

1. *Swearing-In of New Police Officers* – Justin Sardone & Guadalupe (Tony) Villa **postponed to a future meeting**
2. *Introduction of New Employees* – Diane Alcibar, Christian Carnahan, Amber Quinn (not present) and Jaime Thoreson
Community Services Director Paul Hennon introduced new Library employees Diane Alcibar, and Christian Carnahan. Mr. Hennon also introduced Jaime Thoreson promoted to the new Children's Librarian position.
3. *Tualatin Youth Advisory Council Update*
Representatives from the Youth Advisory Council (YAC) gave a PowerPoint presentation on recent and future activities, in particular the upcoming Haunted House in October, a youth summit, and attendance of three members to the National League of Cities conference in December.

C. CITIZEN COMMENTS

None.

D. CONSENT CALENDAR

MOTION by Councilor Harris, SECONDED by Councilor Barhyte to adopt the Consent Agenda as read:

1. Resolution No. 4822-08 Approving an Agreement with the Tualatin Development Commission for Project Management for the SW Herman Road Project

2. Resolution No. 4823-08 Awarding the Street Sweeping Contract to Great Western Sweeping, Inc. Under a Cooperative Purchasing Process
3. Oregon Department of Forestry Incident Management Team Shadow Program Memorandum of Understanding
4. Renaming SW Ottawa 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
5. Resolution No. 4824-08 Amending the Intergovernmental Agreement with the Willamette River Water Coalition

MOTION CARRIED.

E. PUBLIC HEARINGS – Legislative or Other

None.

F. PUBLIC HEARINGS – Quasi-Judicial

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

Mayor Ogden read language required by legislation before a comprehensive plan or land-use regulation [ORS 197.763(5) and (6)] and opened the public hearing. No bias or ex parte contact noted.

Associate Planner Will Harper presented the staff report and entered the entire staff report into the record. Application is by Northwest Regional Educational Service District (NWRESD) Early Intervention Center in an 11,000 square foot space in an existing industrial building. NWRESD provide support and technical services to 20 school districts. The location is in a Light Manufacturing (ML) Planning District. There will be approximately 40-50 students at any one time, for an approximate two hour period. The site is improved with parking and landscaping. The staff report indicates the criteria is met for a conditional use permit.

Staff recommends Council consider the staff report and supporting attachments and direct staff to prepare a resolution agreeing with the interpretation as stated in the staff report and granting CUP-08-03 with conditions as stated in the staff report.

PROPOSERS

Lance Stout, TM Rippey Consulting Engineers, Tigard OR, representing the applicant, said overall staff has done a good job of describing the activity and locating at the site. They have reviewed the conditions, of which they have no problem. Mr. Stout also explained the types of buses that would be used are the smaller "special transportation" type buses, and do not stay onsite.

Nancy Ford, NWRESD Director, was present and said the NWRESD is funded through the Oregon Department of Education, with federal and state guidelines. Their mission is to help children with a variety of developmental disabilities, offering specialized training/services. They have looked for a stable location to meet the needs of the children.

OPPONENTS – None.

COUNCIL DISCUSSION

It was asked and answered by staff that Tualatin Valley Fire & Rescue has been informed of the proposed use and has not commented on the process to date. Also asked is what could happen over the years with regards to the age group changing, and whether there would be the ability, under the conditional use permit, to change the age groups involved. Staff's belief is the staff report is written to meet the requirements as presented, and if it were to change the applicant would have to come back for a modification.

Ms. Ford explained the services that are provided by the NWRESD are similar in use as a K through 12, being a public service through the school district. It was asked and answered if this was a fee for service use it would also be allowed as a conditional use at this location. Mr. Stout said they have researched the truck-type traffic in the area and do not believe there will be a noticeable conflict.

Discussion followed on the allowance of the conditional use and the possible uses of the remaining building space. Traffic study trip numbers were also discussed and the concern of additional traffic, particularly on Tualatin-Sherwood Road. Todd Mobley, Lancaster Engineering, traffic engineer for the applicant, explained how the trip generation numbers were arrived at.

It was asked and answered if a drop-in daycare center located at the proposed space, that it is an outright permitted use in the ML District. It was asked and answered that the majority of students served would be from the Tualatin, with some from Sherwood. Discussion followed on the various uses that can be placed in industrial districts and similar uses that are currently allowed.

The applicant's representatives responded to the question of reexamining the traffic counts and believe they are in the scope of the criteria as established by the City.

Mayor Ogden closed the public hearing.

COUNCIL DELIBERATION

Councilors Barhyte, Beikman, Harris and Truax expressed support of the staff report, with Councilor Boryska also in support and believes that traffic is adequately addressed in the staff report. Mayor Ogden said he is not in support of the staff report.

MOTION by Councilor Beikman, SECONDED by Councilor Harris to consider the staff report and supporting attachments and direct staff to prepare a resolution agreeing with the interpretation as stated in the staff report and granting CUP-08-03 with conditions as stated in the staff report. **MOTION CARRIED.**

[Vote: 5-1-1; YES – Barhyte, Beikman, Boryska, Harris, Truax; NO – Ogden; Maddux absent]

G. GENERAL BUSINESS

1. Resolution No. 4825-08 Setting Solid Waste and Recycling Rates and Services Inside the City of Tualatin and Rescinding Resolution No. 4405-05

Operations Director Dan Boss and Program Coordinator Kathy Kaatz gave a brief review of the staff report. It was noted that Councilor Maddux requested that the rates and roll-cart recycling portion be considered separately and postponed and

Mayor Ogden said Council will consider whether to address Councilor after review of the staff report.

Staff said rates have not increased since 2005, and the implementation of a residential co-mingled roll cart recycling program accounts for a portion of the rate increase. Wilsonville and Tualatin are the only area cities that are not participating in the roll cart recycling. The estimate start date of the recycling roll cart program is February 2009. Staff has also provided an alternate resolution without the roll cart program factored in, for review of that portion at a future date, if Council so chooses.

Discussion followed and it was determined by all present to address the roll-cart recycling program issue at the next Council meeting

MOTION by Councilor Barhyte, SECONDED by Council Beikman to adopt the alternate resolution provided by staff removing the roll-cart recycling program portion. MOTION CARRIED. [Vote: 6-0-1; Maddux absent].

H. ITEMS REMOVED FROM CONSENT AGENDA

None.

I. EXECUTIVE SESSION

None.

J. COMMUNICATIONS FROM COUNCILORS

*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.*

K. ADJOURNMENT

MOTION by Councilor Harris, SECONDED by Councilor Barhyte to adjourn the meeting at 8:52 p.m. MOTION CARRIED.

Sherilyn Lombos, City Manager

Recording Secretary Maureen Smith



City of Tualatin

www.ci.tualatin.or.us

Approved By Tualatin City Council
Date 10-13-08
Recording Secretary MSM

TUALATIN CITY COUNCIL MEETING MINUTES OF SEPTEMBER 22, 2008

PRESENT: Mayor Lou Ogden, Councilors Monique Beikman, Bob Boryska, Jay Harris, and Donna Maddux, and Ed Truax; Paul Hennon, Acting City Manager; Brenda Braden, City Attorney; Don Hudson, Finance Director; Kent Barker, Chief of Police; Eric Underwood, Development Coordinator; Ginny Kirby, Recording Secretary

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

[Unless otherwise noted, MOTION CARRIED indicates all in favor.]

A. CALL TO ORDER

Mayor Ogden called the meeting to order at 7:04 p.m.
Councilor Boryska led the pledge of allegiance.

B. PRESENTATIONS, ANNOUNCEMENTS, SPECIAL REPORTS

1. New Employee Introductions:

Don Hudson, Finance Director, introduced Cortney Cox. Ms. Cox is the new Court Administrator in the Finance Department. She came to Finance Department from the Community Service Department where she was the Office Coordinator.

Paul Hennon, Community Services Director, introduced Annie Lewis. Ms. Lewis transferred to the Public Services Section of the Library as a Library Assistant.

Paul Hennon, Community Services Director, introduced Amber Quinn. Ms. Quinn is going from parttime to fulltime in the Technical Services Section of the Library.

2. Proclamation for National Arts and Humanities Month in October Councilor Maddux read the Proclamation.

3. Presentation of Visual Chronicle Acquisitions – *Becky Savino*

Becky Savino, Program Coordinator, Community Services, introduced Buck Braden, Chair of the Arts Advisory Committee. Mr. Braden said they were before Council tonight to present the artwork for the Visual Chronicle for 07/08 and 08/09. Mr. Braden pointed out the works of the four artists now on display here in the Council Chambers. The artists are: Laura Bender (not present this evening), Angelita Surmon, Janet Rothermel, and Phil Juttlestad. Each artist gave a brief description of their work and what inspired it.

Mayor Odgen thanked the artists for all their wonderful work.

C. CITIZEN COMMENTS**D. CONSENT AGENDA**

MOTION by Councilor Truax , SECONDED by Councilor Boryska to adopt the Consent Agenda as read:

1. Approval of Minutes of the Meetings of July 28, 2008 and August 25, 2008.
2. Resolution No. 4826-08 Accepting Public Improvements Constructed in Association with the Birtcher Office Building
3. Resolution No. 4827-08 Accepting Public Improvements Constructed in Association with the Providence Bridgeport Health Center
4. Resolution No. 4828-08 Allowing Temporary Placement of Construction Jobsite Offices on SW Hazel Fern Road in Association with the Shoppes at Bridgeport Project
5. Resolution No. 4829-08 Authorizing Acceptance of a Deed of Dedication and Slope Easement from Marshall Associated, LLC in Association with the SW Herman Road and SW Teton Avenue Intersection Project
6. Resolution No. 4830-08 Granting a 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)
7. Resolution No. 4831-08 Accepting a Contract with RedFlex Traffic Systems (for Photo Red Lights)

MOTION CARRIED.

E. PUBLIC HEARINGS - Legislative or Other

1. Renaming SW Ottawa 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

Mayor Ogden opened the public hearing.

Mike McKillip, City Engineer, stated this public hearing is required by Oregon Revised Statutes for naming and renaming of streets. He noted some of the process had not been completed in the past and this is an effort to complete that. Mr. McKillip briefly reviewed each segment of roadway and what is needed. He noted staff's recommendation would be to take any testimony at this time and come back with an ordinance at the next Council meeting.

PROPOSERS - None.

OPPOSERS - None.

COUNCIL DISCUSSION –

Councilor Harris asked for clarification regarding Court and Avenue for SW 119th. Councilor Truax said he'd spoken with the City Manager earlier for clarification regarding this issue; changing from Avenue to Court would involve several issues, one being a big expense for businesses to change all stationery, business cards, website information, etc.; Avenue would be acceptable; Councilor Harris concurred.

Mayor Ogden closed the public hearing.

MOTION by Councilor Truax; SECONDED by Councilor Boryska to approve the staff report and have an ordinance prepared renaming the specified streets.

MOTION CARRIED.

F. PUBLIC HEARINGS - Quasi-Judicial

None.

G. GENERAL BUSINESS

None.

H. ITEMS REMOVED FROM CONSENT AGENDA

No items were requested for removal from the Consent Agenda.

I. COMMUNICATIONS FROM COUNCILORS

None.

J. EXECUTIVE SESSION

Not applicable.

K. ADJOURNMENT

The meeting adjourned at 7:31 p.m.

Paul Hennon, Acting City Manager

Recording Secretary

A handwritten signature in blue ink, appearing to read "Ginny Kirby", is written over a horizontal line.



STAFF REPORT

CITY OF TUALATIN

Approved By Tualatin City Council
Date 10-13-08
Recording Secretary W. Smith

TO: Honorable Mayor and Members of the City Council

FROM: Sherilyn Lombos, City Manager 

DATE: October 13, 2008

SUBJECT: APPROVAL OF CHANGE OF OWNERSHIP LIQUOR LICENSE APPLICATION FOR TUALATIN GAS AND FOOD SERVICES

ISSUE BEFORE THE COUNCIL:

The issue before the Council is to approve a change of ownership liquor license application for Tualatin Gas and Food Services.

RECOMMENDATION:

Staff respectfully recommends that the Council approve endorsement of the liquor license application for Tualatin Gas and Food Services.

EXECUTIVE SUMMARY:

Tualatin Gas and Food Services has submitted a change of ownership liquor license application. The liquor license is for Off-Premises Sales with Fuel Pumps. The business is located at 7004 SW Nyberg Road. The application is in accordance with provisions of Ordinance No. 680-85 which established a procedure for review of liquor licenses by the Council.

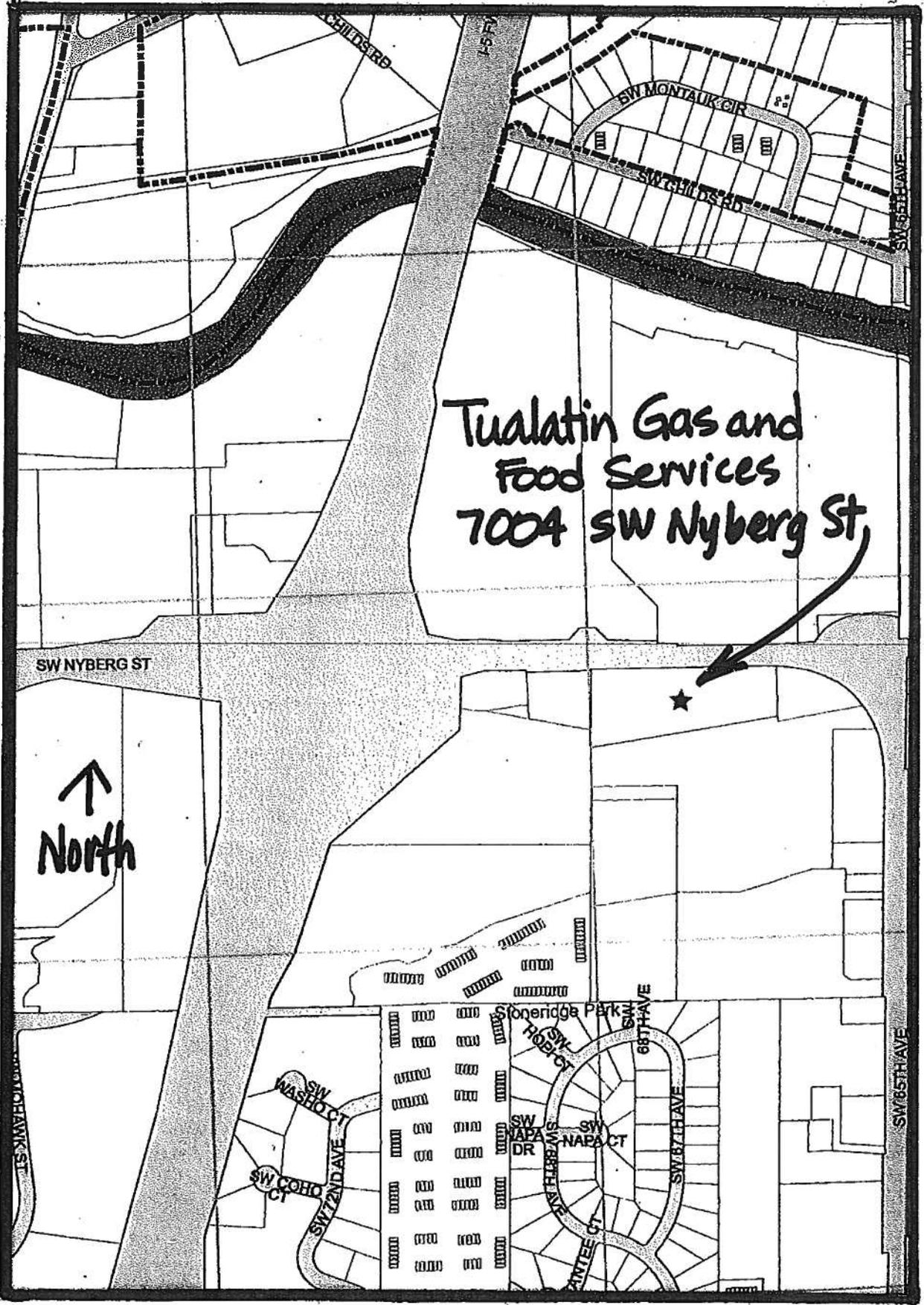
Ordinance No. 680-85 establishes procedures for liquor license applicants. Applicants are required to fill out a City application form, from which a review by the Police Department is conducted, according to standards and criteria established in Section 6 of the ordinance. The Police Department has reviewed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

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

FINANCIAL IMPLICATIONS:

A fee has been paid by the applicant.

Attachments: Vicinity Map



Tualatin Gas and
Food Services
7004 SW Nyberg St

SW NYBERG ST

↑
North

Stoneridge Park

SW WASHO CT
SW COHO CT
SW 72ND AVE

SW NAPACT
SW HARBORSIDE DR

SW ROBERT CT

SW 68TH AVE

SW 65TH AVE

SW 65TH AVE



Approved By Tualatin City Council

Date 10-13-08

Recording Secretary M. Smith

STAFF REPORT CITY OF TUALATIN

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager 

FROM: Donald A. Hudson, Finance Director 

DATE: October 13, 2008

SUBJECT: RESOLUTION AUTHORIZING MERCHANT SERVICES
AGREEMENT WITH WEST COAST MERCHANT SERVICES

ISSUE BEFORE THE COUNCIL:

Whether to approve a resolution authorizing the merchant services agreement for credit card acceptance with West Coast Bank.

RECOMMENDATION:

Staff recommends adoption of the attached resolution authorizing the City Manager to sign the necessary agreements with West Coast Bank and West Coast Merchant Services.

EXECUTIVE SUMMARY:

The City recently sent out a Request for Proposal for merchant services in order to begin accepting credit card payments for city services. We received a total of seven responses, one of which was determined to be an incomplete bid. After an analysis of the bids, including an estimate of the volume of credit card "purchases", the top four bidders were invited to a final interview process. At the conclusion of the process, it was determined that West Coast Bank would provide the City with the best cost and service relationship. Staff is asking the City Council to approve this relationship and authorize the City Manager to sign the necessary agreements.

OUTCOMES OF DECISION:

This action allows for the City to begin the implementation stage of the project. We propose to accept credit/debit cards for utility bills (at the Council Building) and for fees and charges at the following locations: City Offices (building and planning counters), Library, Community Services and the Police Department. The Finance Department will be working with each department and the implementation team from West Coast Bank

to determine the most cost effective and best customer service approach at each location. This stage will identify the best combination of equipment and account set-up to maximize service to our citizens, while minimizing the impact of merchant discount fees to the City.

The plan is to implement the Council Building accounts first and then implement the other areas shortly thereafter, in order to work through any implementation issues that may arise. Credit/Debit cards will be taken over-the-counter, by mail and by phone only. A likely Phase II to the project will be to look at on-line payment capabilities, but due to the potential additional costs, this phase will be proposed in the 2009-2010 budget.

FINANCIAL IMPLICATIONS:

The exact 2008-2009 fiscal year cost is difficult to determine, because we currently do not accept credit cards for any services and because of the way that merchant discount fees are calculated. The fee for accepting credit cards is comprised of pass-through interchange and assessment rates and a bank/processor fee. Visa and MasterCard annually set interchange and assessment rates based upon the type of account and the type of credit card used. In addition, we will be charged 0.30% per transaction by West Coast Merchant Services. This transaction fee is based upon an estimated volume and will be reviewed after a few months of activity and twice per year thereafter. City staff will be reviewing our current fees and charges schedule to factor in this new cost of doing business and will be bringing an updated fees and charges schedule to the City Council in the near future.

Attachments: A. Resolution

RESOLUTION NO. 4832-08

A RESOLUTION AUTHORIZING MERCHANT SERVICES AGREEMENT WITH WEST COAST MERCHANT SERVICES

WHEREAS the City of Tualatin desires to provide its customers with the convenience of using debit and credit cards for payment of city services; and

WHEREAS the Finance Department circulated a request for proposal for merchant services and completed a thorough review process; and

WHEREAS West Coast Merchant Services was determined to be able to provide the City with the best cost and service relationship.

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

Section 1. The City Manager is authorized to sign the necessary agreements with West Coast Bank and West Coast Merchant Services to initiate this relationship.

INTRODUCED AND ADOPTED this 13th day of October, 2008.

CITY OF TUALATIN, OREGON

BY _____
Mayor

ATTEST:

BY  _____
City Recorder

APPROVED AS TO LEGAL FORM


CITY ATTORNEY

Resolution No. 4832-08



Approved By Tualatin City Council

Date 10-13-08

Recording Secretary MSM

STAFF REPORT CITY OF TUALATIN

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager 

FROM: Paul Hennon, Community Services Director 

DATE: October 13, 2008

SUBJECT: RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS FOR CONSTRUCTION OF THE TUALATIN HERITAGE CENTER PHASE 2 PATIO IMPROVEMENTS

ISSUE BEFORE THE COUNCIL:

The Council will consider a resolution accepting public improvements for the Tualatin Heritage Center, Phase 2 Patio Improvements Project, located at 8700 SW Sweek Drive.

RECOMMENDATION:

Staff recommends that the Council adopt the attached resolution.

EXECUTIVE SUMMARY:

The Tualatin Historical Society (THS) operates the Tualatin Heritage Center through a unique and successful partnership with the City of Tualatin. In 2005, the Tualatin Heritage Center opened following an extensive community fund-raising campaign, relocation of the old Methodist Church building from its former site about a mile away, and significant renovation at the historic Sweek Pond site.

On February 11, 2008, the THS advised the Council that it had raised sufficient funds through a combination of engraved brick sales and cash and/or in-kind contributions from citizens, local businesses, and service organizations, and was prepared to proceed with construction of the Phase 2 Patio Improvements Project.

At that time, the Council reviewed and accepted the site plan for the Heritage Center Patio Improvements Project and authorized the THS to proceed with construction with staff oversight and assistance, and in compliance with the site plan, construction

STAFF REPORT: RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS FOR
CONSTRUCTION OF THE TUALATIN HERITAGE CENTER, PHASE 2 PATIO
IMPROVEMENTS PROJECT

October 13, 2008

Page 2 of 2

specifications, architectural review, permit conditions, and ORS prevailing wage rate requirements.

Construction of the patio improvements occurred during the spring and summer of 2008. Construction of the improvements is now complete and staff has inspected the improvements, received all required documents and materials.

Design Resources Group, a landscape design and construction business in Tualatin provided design and construction management services at cost. Pumelite, a long-time Tualatin business, provided brick pavers at a heavily discounted price. Pro Gro, another Tualatin business, provided soil for planters, and The Garden Corner provided flowers for the raised beds. Brian Clopton Excavating and Nicoli Engineering provided in-kind assistance. The Tualatin Rotary Club funded trees, as well as making a generous contribution.

With adoption of the attached resolution, the improvements will be accepted by the City as complete, and the City will accept the contribution of the improvements from the THS.

A grand opening event was held during the Crawfish Festival on August 9, 2008.

FINANCIAL IMPLICATIONS:

The total price of the project (paid labor and purchased materials) was under \$45,000 and complies with the ORS 279C.810 governing exemptions from prevailing wage rate requirements for projects involving volunteers and donated materials.

The patio will be available for rent by the public and the Community Services Department will assist the THS in the reservation and rental process with the THS retaining related income, as is now done for rentals of the Heritage Center to help offset costs associated with management of the Heritage Center. The patio will be maintained by the Parks Maintenance Division and maintenance impact is anticipated to be minor. The THS will maintain the flowers in the raised beds.

Attachments: A. Patio Improvements Pictures
 B. Resolution

C: Members of Tualatin Park Advisory Committee
 Larry McClure, Director, Tualatin Heritage Center
 Lindy Hughes, Assistant Director, Tualatin Heritage Center
 Norm Parker, President, Tualatin Historical Society

Tualatin Heritage Center Patio Improvements Project

ATTACHMENT A





RESOLUTION NO. 4833-08

RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS FOR CONSTRUCTION
OF THE TUALATIN HERITAGE CENTER PHASE 2 PATIO IMPROVEMENTS

WHEREAS on February 11, 2008 the TUALATIN HISTORICAL SOCIETY advised the Council that it had raised sufficient funds through a combination of engraved brick sales and cash and/or in-kind contributions from citizens, local businesses, and service organizations, and was prepared to proceed with construction of the Phase 2 Patio Improvements Project; and

WHEREAS the TUALATIN HISTORICAL SOCIETY has completed construction of the improvements, to standards required by CITY, and now desires to have CITY accept said improvements and receive them as a gift; and

WHEREAS the total price of the project (paid labor and purchased materials) was under \$45,000 and complies with the ORS 279C.810 governing exemptions from prevailing wage rate requirements for projects involving volunteers and donated materials; and

WHEREAS CITY staff has inspected and recommends final acceptance of the improvements; and

WHEREAS it is in the public interest that CITY accept said improvements.

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

A. The Tualatin Heritage Center, Phase 2 Patio Improvements are approved and accepted by the CITY.

INTRODUCED AND ADOPTED this 13th day of October, 2008.

CITY OF TUALATIN, OREGON

BY _____

Mayor

APPROVED AS TO LEGAL FORM


CITY ATTORNEY

ATTEST:

BY _____

City Recorder



STAFF REPORT

CITY OF TUALATIN

Approved By Tualatin City Council
Date 10-13-08
Recording Secretary MSM

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager *SL*

FROM: Michael A. McKillip, City Engineer *MCK*
Jon L. Sparks, Engineering Technician II *JL*

DATE: October 13, 2008

SUBJECT: RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS
FOR HAULAWAY STORAGE CONTAINERS

ISSUE BEFORE THE COUNCIL:

Acceptance of public improvements constructed in association with Haulaway Storage Containers, located at 18525 SW 126th Place.

RECOMMENDATION:

Staff recommends that the Council adopt the attached resolution approving and accepting the constructed public improvements.

EXECUTIVE SUMMARY:

All public improvements were constructed as part of Haulaway Storage Containers.

The improvements were done as required by the Public Facilities Decision issued on May 9, 2007, and have been satisfactorily completed.

FINANCIAL IMPLICATIONS:

There are minor impacts on utility funds as a result of this work. Costs to be paid by ratepayers.

M:/STAFF REPORTS/PI Haulaway 101308

Attachments: A. Resolution

RESOLUTION NO. 4834-08

RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS
CONSTRUCTED FOR HAULAWAY STORAGE
CONTAINERS

WHEREAS the City of Tualatin, hereinafter referred to as CITY, issued Robert Gray Partners, Inc., hereinafter referred to as DEVELOPER, Public Works Construction Permit No. 07-17 to construct the public improvements including water line connection, fire line connection, sanitary sewer connection, and fire hydrant relocation in association with Haulaway Storage Containers, said improvements being required by Section IX of CITY Subdivision Ordinance No. 176-70 and the Public Facilities Decision issued on May 9, 2007; and

WHEREAS DEVELOPER has constructed said required public improvements to standards required by CITY, and now desires to have CITY accept said improvements; and

WHEREAS CITY staff has inspected and recommends approval and acceptance of all public improvements; and

WHEREAS it is in the public interest that CITY accept said improvements.

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

Section 1. The subject improvements are hereby approved and accepted by the CITY.

INTRODUCED AND ADOPTED this 13th day of October, 2008.

CITY OF TUALATIN, OREGON

By _____
Mayor

APPROVED AS TO LEGAL FORM

Brenda L. Braden
CITY ATTORNEY

ATTEST

By *[Signature]*
City Recorder



Approved By Tualatin City Council

Date 10-13-08

Recording Secretary M. Smith

STAFF REPORT CITY OF TUALATIN

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager 

FROM: Paul Hennon, Community Services Department 
Carl Switzer, Parks and Recreation Coordinator 

DATE: October 13, 2008

SUBJECT: RESOLUTION AUTHORIZING THE CITY MANAGER TO
NEGOTIATE AND EXECUTE A CONCESSION AGREEMENT
FOR ESPRESSO BAR AND VENDING SERVICES AT THE
TUALATIN PUBLIC LIBRARY

ISSUE BEFORE THE COUNCIL:

The Council will consider a resolution authorizing the City Manager to negotiate and execute a concession agreement with Siham & Sons LLC DBA ("Sesame Donuts") for espresso bar and vending services at the Tualatin Public Library.

RECOMMENDATIONS:

Staff recommends that the Council adopt the attached resolution authorizing the City Manager to negotiate and execute a concession agreement with Sesame Donuts providing it is consistent with the general conditions noted in this report.

EXECUTIVE SUMMARY:

A Request for Proposals seeking espresso bar and/or vending services at the Tualatin Public Library was published in the Daily Journal of Commerce on August 26 and 27, 2008. Two proposals were received, both responsive, and both demonstrated the fundamental ability and willingness to meet the City's preferred standards of operation for the espresso bar and vending service. Sesame Donuts submitted the preferred proposal for three reasons:

- 1) Their proposal most closely aligned with the City's stated goals and met or exceeded the City's preferred operational standards
- 2) Universally lower menu prices

STAFF REPORT: RESOLUTION AUTHORIZING THE CITY MANAGER TO
NEGOTIATE AND EXECUTE A CONCESSION AGREEMENT FOR ESPRESSO BAR
AND VENDING SERVICES AT THE TUALATIN PUBLIC LIBRARY

October 13, 2008

Page 2 of 3

- 3) Experience successfully operating an espresso bar at both the Tigard Public Library and the Sherwood Public Library.

OUTCOMES OF DECISION:

If the Council adopts the attached resolution which authorizes the City Manager to negotiate and execute a concession agreement for espresso bar and vending services at the Tualatin Public Library, the City Manager will negotiate the final agreement details and enter into an agreement with Sesame Donuts to operate the espresso bar and vending service.

If the Council does not adopt the attached resolution authorizing the City Manager to negotiate and execute a concession agreement for espresso bar service and vending at the Tualatin Public Library, the City will not enter into an agreement with Sesame Donuts at this time and will explore other methods of providing espresso bar and vending services.

FINANCIAL IMPLICATIONS:

Sesame Donuts will pay rent of \$350 per month beginning with the 7th full month of operation. This equals \$4,200 on an annual basis. Additionally, after the first full year of operation, at the discretion of the City, Sesame Donuts may be assessed an annual gross revenues rent.

DISCUSSION:

Key provisions of the agreement will include:

- 1) The term of this agreement will be 5 years with a maximum of two 5 year extensions,
- 2) Sesame Donuts will pay rent of \$350 per month beginning with the 7th full month of operation. Additionally, after the first full year of operation, at the discretion of the City, Sesame Donuts may be assessed an annual gross revenues rent,
- 3) Sesame Donuts will operate the espresso bar during the regular library hours (Monday-Thursday 10:00 a.m. to 9:00 p.m., Friday – Saturday 10:00 a.m. to 6:00 p.m., and Sunday 1:00 p.m. to 6:00 p.m.), as well as have the option of extending hours in the morning before the library opens and will support City fund-raising opportunities,
- 4) The espresso bar is located in the lobby of the new library and has been constructed and outfitted with the necessary equipment needed to begin

STAFF REPORT: RESOLUTION AUTHORIZING THE CITY MANAGER TO
NEGOTIATE AND EXECUTE A CONCESSION AGREEMENT FOR ESPRESSO BAR
AND VENDING SERVICES AT THE TUALATIN PUBLIC LIBRARY

October 13, 2008

Page 3 of 3

operation. Equipment will be maintained and replaced by Sesame Donuts who will provide and maintain all vending equipment,

- 5) Sesame Donuts will pay all other expenses of operation such as payroll, materials and supplies, equipment maintenance, cleaning, telephone and data service, taxes, etc.,
- 6) Sesame Donuts will maintain comprehensive general liability, fire and vehicle insurance, and worker's compensation insurance,
- 7) The City will provide building maintenance services and pay the cost of utilities. The City will have no other financial obligation in the operation and management of the espresso bar and vending service, and
- 8) The City may terminate the agreement with 30 days written notice for any reason or for breach of terms.

C: Members of the Library Advisory Committee
Sesame Donuts
Coffee's On

Attachments: Resolution

RESOLUTION AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE
A CONCESSION AGREEMENT FOR ESPRESSO BAR AND VENDING SERVICES AT
THE TUALATIN PUBLIC LIBRARY

WHEREAS the Tualatin Public Library construction project included a dedicated espresso bar and vending area with the intention of providing library patrons and community members access to refreshments to enhance their library experience; and

WHEREAS the Tualatin Public Library is open to the public and the espresso bar and vending area are ready to be occupied; and

WHEREAS a Request for Proposals seeking espresso bar and/or vending services at the Tualatin Public Library was published in the Daily Journal of Commerce on August 26 and 27, 2008 and two responsive bids were received; and

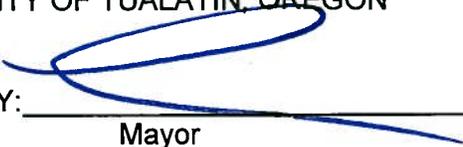
WHEREAS Siham & Sons LLC DBA (Sesame Donuts) submitted the proposal that most closely aligned with the City's stated goals and met or exceeded the City's preferred operational standards; and

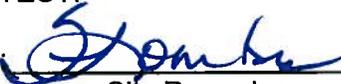
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TUALATIN,
OREGON, that:

Section 1. The City Manager is authorized to negotiate and execute a concession agreement with Sesame Donuts for espresso bar and vending services at the Tualatin Public Library.

INTRODUCED AND ADOPTED THIS 13th day of October, 2008.

CITY OF TUALATIN, OREGON

BY: 
Mayor

ATTEST:
BY: 
City Recorder

Approved as to legal form:


City Attorney



Approved By Tualatin City Council

Date 10-13-08

Recording Secretary MSM

STAFF REPORT CITY OF TUALATIN

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager 

FROM: Paul Hennon, Community Services Director 

DATE: October 13, 2008

SUBJECT: RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH METRO FOR THE 2006 NATURAL AREAS BOND MEASURE LOCAL SHARE COMPONENT

ISSUE BEFORE THE COUNCIL:

The Council will consider approving an intergovernmental agreement (IGA) with Metro for the 2006 Natural Areas Bond Measure Local Share Component. This will enable the City of Tualatin to obtain Local Share funds in the amount of \$786,506 for land acquisition within the boundaries of the Tualatin River Greenway.

RECOMMENDATION:

Staff recommends that the Council adopt the attached resolution.

EXECUTIVE SUMMARY:

On November 7, 2006, electors of Metro approved Ballot Measure 26-80 authorizing Metro to issue \$227.4 million in bonds to preserve natural areas, clean water, and protect fish and wildlife (the "Measure").

The Measure provided that \$44 million from bond proceeds be expended by local parks providers for specified projects between April 1, 2007 and March 31, 2012. The Local Share Partner is a local government jurisdiction who has received approval for funding for projects as specified in the Measure. The City of Tualatin is a Local Share Partner.

The purpose of the attached IGA is to implement the Measure by funding projects on the Local Share Project List. In order to receive Tualatin's portion of the Local Share funding, the City must enter into the attached IGA. Local Share funding is subject to the terms and conditions as provided for in the Measure including use of Local Share funds only for projects included on the Local Share Project List. A local funding match is not

STAFF REPORT: RESOLUTION APPROVING AN INTERGOVERNMENTAL
AGREEMENT WITH METRO FOR THE 2006 NATURAL AREAS BOND MEASURE
LOCAL SHARE COMPONENT

October 13, 2008

Page 2 of 3

required. Local Share Partners may increase the amount of local funds from other sources spent on projects. Bond funds must be used only on a "willing seller" basis.

On February 27, 2006, prior to the November 7, 2006 election, the Council passed Resolution No. 4487-06 approving the City of Tualatin's Local Share Project List designating that Local Share funds would be used solely for land acquisition within the boundaries of the Tualatin River Greenway.

The Project Description for land acquisition within the Tualatin River Greenway states that the Tualatin Parks and Recreation Master Plan identifies the need for land acquisition along the entire southern bank of the river, and a portion of the north bank directly across from Tualatin Community Park, for the purposes of preserving the scenic value of the Tualatin River, enhancing air and water quality, preserving fish and wildlife habitat, and providing public pedestrian and bicycle access within the Tualatin River Greenway.

The Council will determine the property(s) the City will acquire with the Local Share funds based on the goals, current priorities, and acquisition opportunities within the Tualatin River Greenway.

All real property acquired by the Local Share Partners with funding provided by Metro pursuant to this IGA shall be maintained as parks, open space, natural areas, or trails.

The IGA includes provisions for termination that is in the public interest, or for cause. The IGA also includes provisions for project records, audits, and inspection of records to ensure compliance with the Measure.

FINANCIAL IMPLICATIONS:

Metro's financial obligation under this IGA for Tualatin's Local Share funds is limited to \$786,506. Funds will be reimbursed or transferred to escrow to complete land acquisitions. These funds are budgeted in the Park Development Fund (Fund 36).

Attachments:

- A. Intergovernmental Agreement for Natural Areas Bond Measure Local Share Component
- B. Resolution

C: Members of Tualatin Park Advisory Committee
Jim Desmond, Director of Sustainability Center, Metro

RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH METRO FOR THE 2006 NATURAL AREAS BOND MEASURE LOCAL SHARE COMPONENT

WHEREAS on November 7, 2006, electors of Metro approved Ballot Measure 26-80 authorizing Metro to issue \$227.4 million in bonds to preserve natural areas, clean water, and protect fish and wildlife (the "Measure"); and

WHEREAS the Measure provided that \$44 million from bond proceeds be expended by local parks providers for specified projects between April 1, 2007 and March 31, 2012, and the City of Tualatin is a Local Share Partner; and

WHEREAS the purpose of the attached IGA is to implement the Measure by funding projects on the Local Share Project List and the City must enter into the attached IGA in order to receive Tualatin's \$786,506 portion of the Local Share funding; and

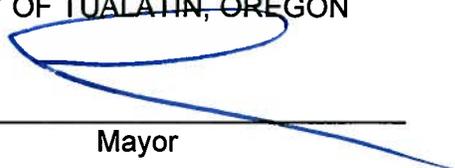
WHEREAS on February 27, 2006, prior to the November 7, 2006 election, the Council passed Resolution No. 4487-06 approving the City of Tualatin's Local Share Project List designating that Local Share funds would be used solely for land acquisition within the boundaries of the Tualatin River Greenway for the purposes of preserving the scenic value of the Tualatin River, enhancing air and water quality, preserving fish and wildlife habitat, and providing public pedestrian and bicycle access within the Tualatin River Greenway.

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

Section 1. The Mayor is authorized and instructed to execute the attached Intergovernmental Agreement with Metro for the Natural Areas Bond Measure Local Share Component.

INTRODUCED AND ADOPTED this 13th day of October, 2008.

CITY OF TUALATIN, OREGON

BY 

Mayor

ATTEST:

BY 

City Recorder

Approved as to legal form:



City Attorney

Local Share Project List for
City of Tualatin

Project Name:

Land acquisition within the boundaries of the Tualatin River Greenway

Sent for Signatures
By: Parks Admn.

FILE COPY

Project Description:

The Tualatin Park and Recreation Master Plan identifies the need to land acquisition for the Tualatin River Greenway along the entire southern bank of the river, and a portion of the north bank directly across from Tualatin Community Park, for the purposes of preserving the scenic value of the Tualatin River, enhancing air and water quality, preserving fish and wildlife habitat, and providing public pedestrian and bicycle access within the Tualatin River Greenway.

Project Funds Required (including other funding sources, if any):

\$786,506

Project Timeline:

2008 - 2012

Project Location:

Tualatin River Greenway. See attached map.

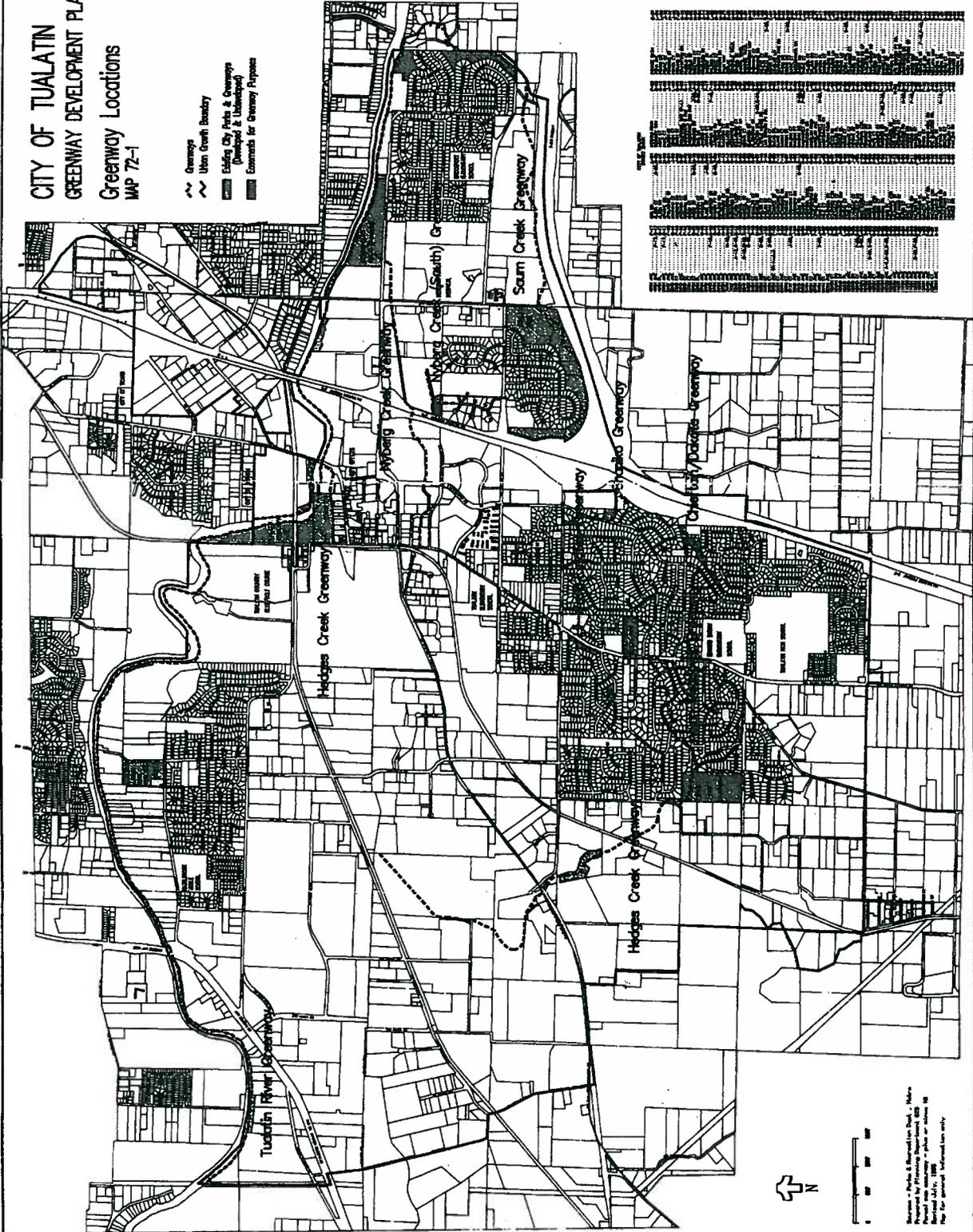
Project Contact Information:

Paul Hennon
Community Services Director
18880 SW Martinazzi Avenue
Tualatin, OR 97062-7092
Tel (503) 691-3060
Fax (503) 691-9786
phennon@ci.tualatin.or.us

FILE COPY

CITY OF TUALATIN
GREENWAY DEVELOPMENT PLAN
Greenway Locations
MAP 72-1

- Greenway
- Urban Growth Boundary
- Existing City Parks & Openways (Developed & Undeveloped)
- Elements for Greenway Purpose



Source: Parks & Recreation Dept., Metro
Portland, 1998. City of Tualatin, 1998.
Portland Urban Growth Boundary, 1998.
Portland Urban Growth Boundary, 1998.
Map for General Information only.

FILE COPY

Attachment B

**PROCEDURES FOR PAYMENT OF FUNDS BY METRO
NATURAL AREAS BOND PROGRAM LOCAL SHARE**

Metro has committed to pay to local jurisdictions (Local Share Partners) amounts specified for approved projects under the local share component of the 2006 Natural Areas Bond Measure. Under the Measure, funds must be expended on projects for acquisition and capital construction and improvements that result in the creation or acquisition of a capital asset, consistent with generally accepted accounting principles. For purposes of reimbursement, all of the following also apply:

- Capital cost may include not only the purchase price or cost of construction, but also any other costs incurred to place the asset in its intended location and condition for use;
- Each project shall be an improvement to non-federal, publicly owned property, or, in the case of acquisition, the ownership of the property shall be by a non-federal public agency or jurisdiction;
- Each project shall be real property (including buildings on such real property) or a building or other tangible improvement to real property, not intellectual or other intangible property; and
- The Local Share Partner shall properly record the acquisition or improvement as an asset in the jurisdiction's audited financial statements, and the accounting treatment for this project shall be consistent with the Local Share Partner's treatment of other similar transactions.

Examples of potentially eligible costs include the following, provided that they are costs that can be capitalized under generally accepted accounting principles:

- Legal and title fees
- Closing costs (including escrow fees and recording fees)
- Negotiation costs
- Due diligence costs (including costs of appraisals, land surveys and environmental investigations)
- Land preparation costs
- Demolition cost (associated with new construction)
- Architect and engineering fees
- Insurance premiums during the construction phase
- Transportation and freight charges
- Staff overhead costs, meeting federal guidelines under the Single Audit Act of 1984, which are directly related to the acquisition of a natural area asset.

Payments to Local Share Partners will be processed as reimbursement for costs incurred and paid by the Local Share Partner. Only in the case of land acquisition will transfers be made prior to expenditure, with said transfer into escrow accounts for land acquisition transactions.

FILE COPY

Prior to any reimbursement or transfer of funds to escrow the Local Share Partner must sign a designation of signature authority form.

REIMBURSEMENT PROCEDURES

For each request for reimbursement, the Local Share Partner shall provide to Metro:

- A completed Request for Release of Funds, signed by an authorized representative of the Local Share Partner certifying appropriateness of the charges,
- A schedule of charges being submitted for reimbursement including the name of the vendor or person who was paid, description of charge and amount, and
- Applicable documentation to support the schedule of charges, including copies of invoices, statements, receipts, payroll reports, and/or other evidence of expenditures incurred.

Such documents shall be submitted to:

Local Share Coordinator
Metro Regional Parks and Greenspaces
600 N.E. Grand Avenue
Portland, OR 97232-2736

Upon Metro's receipt of a request for reimbursement:

- Metro's Local Share Coordinator shall review the submitted documents and recommend approval for payment to the Program Director, or request additional information from Local Share Partner as needed.
- Metro Accounts Payable will process a reimbursement check to the Local Share Partner within thirty (30) days of the date of receipt of completed reimbursement documents by Metro. All reimbursements will be made payable to the Local Share Partner jurisdiction. Reimbursement may be by electronic funds transfer, warrant or check.

ESCROW TRANSFER PROCEDURES

If the Local Share Partner requires a wire transfer of funds to escrow to complete land acquisition transactions, a wire transfer information request form must be completed. A preliminary closing statement that details the price of the property and all related closing costs should be included to document each request submitted.

Funds will be transferred as required within five business days of written or faxed notice submitted to the attention of:

Local Share Coordinator
Metro Regional Parks and Greenspaces
600 N.E. Grand Avenue
Portland, OR 97232-2736

Fax number: 503-797-1849

FILE COPY

M:\attorney\confidential\16 BondMeas.2006\2006 Local Share IGA Att B reimb proced draft 011007.doc

Local Share Guidelines

The Metro Council established these Local Share Guidelines with its adoption of Metro Resolution No. 06-3672B, which resolution submitted the Measure to the voters of the Metro region. As provided in Exhibit B to that resolution, only agencies that were public park providers as November 6, 2006 are eligible to receive funds. Funds from the bond measure shall not be used to replace local funds on any project and funds from the bond measure should be used to leverage other sources of revenue when possible. Local share funds should be used to the greatest extent possible to fund new projects and not pay agency overhead or indirect costs. In no event shall the staff, overhead and indirect costs on local share projects exceed 10% of the cost of any project. In addition, such funds may be expended only on projects related to natural areas or acquisition of land for natural areas, open space, parks or trails, including:

Real Property Acquisition:

- Fee Simple (or easement) purchase of real property for use as parks, open space, natural areas, or trails, including natural areas, wildlife and trail corridors identified in the Metropolitan Greenspaces Master Plan, the Regional Greenspaces System Concept Map (adopted 2002), the Regional Trails Plan Map (adopted 2002), the Nature in Neighborhood Map (Fish & Wildlife Habitat Protection Program, Resource Classification Map), and locally determined significant natural areas, neighborhood and pocket parks, wildlife habitat and trail corridors.

Capital Improvement Projects:

- Restoration or enhancement of fish and wildlife habitat.
- Improvements to existing parks to enhance the integrity of habitat and increase natural plantings.
- Improvements to existing natural area amenities to provide universal access to the public (meets Americans with Disabilities Act requirements).
- Public use facilities such as trailheads, rest rooms, picnic tables and shelters, children's play areas, viewing blinds, water systems, camp sites and barbeque pits, fishing piers, associated accessories such as information signs, fences, security lighting, and circulation facilities (i.e., entry, egress and circulation roads, parking areas).
- Environmental education structures or accessories (e.g., nature centers and/or interpretive displays).
- Trail design, engineering, construction and landscaping.

FILE COPY

Attachment D

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE LOCAL SHARE PARTNER and METRO
FOR LAND ACQUISITION SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT (“IGA”), entered into under the provisions of ORS chapter 190 and effective on the date the IGA is fully executed (the “Effective Date”), is entered into by and between the _____, located at _____ (“Local Share Partner”) and Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, located at 600 Northeast Grand Avenue, Portland, Oregon 97232-2736 (“Metro”).

RECITALS

WHEREAS, the goal of this IGA is for Metro to provide land acquisition services for the Local Share Partner for acquisitions pertaining to the 2006 Natural Areas Bond Measure (the “Measure”);

WHEREAS, the Local Share Partner has executed an intergovernmental agreement with Metro pertaining to the Local Share Component of the Measure;

WHEREAS, the Local Share Partner is involved in various projects that require land acquisition and due diligence services in relation to parcel and easement purchases;

WHEREAS, the Local Share Partner does not have the in-house staff to perform these land acquisition and due diligence services;

WHEREAS, Metro has determined that there is available Metro staff capacity within the existing Natural Areas Work Plan to provide limited technical assistance to the Local Share Partner for land acquisition and due diligence services; and

WHEREAS, the purpose of this IGA is to identify the responsibilities and compensation for land acquisition and due diligence services to be provided by Metro to Local Share Partner;

NOW THEREFORE, the parties agree as follows:

1. SCOPE OF METRO’S SERVICES

Metro shall provide to Local Share Partner services as shown in the attached Scope of Work (Exhibit A). In addition, each project shall require a project specific scope of work (consistent with this IGA) and a written notice to proceed from Local Share Partner prior to Metro commencing work. Local Share Partner shall be entitled to copies of all products prepared by Metro hereunder, upon request, including but not limited to due

iligence process reports and legal documents and instruments (agreements of purchase and sale, appraisals, environmental assessments, preliminary title reports, negotiated conditions, deeds, easements, and leases).

2. SCOPE OF LOCAL SHARE PARTNER'S SERVICES

Local Share Partner shall provide written direction to Metro regarding the services to be performed by Metro under this IGA. Local Share Partner shall also provide the input and review as described in Exhibit A.

3. PAYMENTS FOR SERVICES

A. Costs that Metro incurs to obtain any services from third parties under this IGA shall be deducted from the total amount of funds available to the Local Share Partner under the terms of the Measure. Such deduction shall occur at the time that Metro makes payment for such services. Such costs may include, without limitation, the costs for Metro to obtain appraisals, appraisal reviews, preliminary title reports, environmental site assessments (e.g. "Phase I" and "Phase II" investigations), and land surveys. Metro shall provide Local Share Partner with written notice of all such deductions related to each project within 30 days of either (a) closing, if the project is a successful real property acquisition, or (b) the date that Metro determines, at its sole discretion, that a proposed acquisition is infeasible, at least in the short term.

B. Metro shall provide all other land acquisition and due diligence services described herein, other than those services described in Section 3A of this IGA, at no cost to the Local Share Partner.

4. TERM AND RENEWALS

The Term of this IGA shall be for five (5) years following the Effective Date. However, this IGA shall automatically renew for successive one-year terms unless terminated by either party by written notice at least 30 days prior to expiration of the initial term or any renewal term.

5. MODIFICATION, AMENDMENT OR TERMINATION OF AGREEMENT

Metro and Local Share Partner, by mutual written agreement signed by both parties, may modify, amend, or terminate this IGA at any time. Either party also may unilaterally terminate this IGA by providing the other party with written notice of termination. Such notice shall comply with the provisions of Section 13 of this IGA, and such termination shall be effective 30 days after providing such notice. Metro shall be entitled to deduct from the total amount of funds available to the Local Share Partner under the terms of the Measure any costs, as described in Section 3 of this IGA, that Metro had incurred or for which Metro was contractually obligated on the date that Metro provided or received written notice of default.

6. MUTUAL INDEMNIFICATION

The Local Share Partner shall indemnify and hold Metro and Metro’s agents, employees, and elected officials harmless from any and all claims, demands, damages, actions, losses, and expenses, including attorney’s fees, arising out of or in any way connected with the performance of this Agreement by the Local Share Partner or the Local Share Partner’s officers, agents, or employees, subject to the limitations and conditions of the Oregon Tort Claims Act, ORS chapter 30. Metro shall indemnify and hold the Local Share Partner and the Local Share Partner’s agents, employees, and elected officials harmless from any and all claims, demands, damages, actions, losses, and expenses, including attorney’s fees, arising out of or in any way connected with the performance of this Agreement by Metro or Metro’s officers, agents, or employees, subject to the limitations and conditions of the Oregon Tort Claims Act, ORS chapter 30.

7. FUNDS

Local Share Partner shall be responsible for insuring that sufficient funds are available for each Project.

8. PROJECT MANAGER

Each party designates the following as its representative for purposes of administering this IGA:

Local Share Partner:

Metro: Natural Areas Bond Manager
Metro Regional Center
600 NE Grand Avenue
Portland, OR 97232

Either party may change its designated representative by giving written notice to the other as provided in Section 13.

9. The laws of the state of Oregon shall govern this IGA and the parties agree to submit to the jurisdiction of the courts of the state of Oregon. All applicable provisions of ORS chapters 187, 279A, 279B, and 279C, and all other terms and conditions necessary to be inserted into public contracts in the state of Oregon, are hereby incorporated as if such provisions were a part of this IGA. Specifically, it is a condition of this Agreement that

the Local Share Partner and all employers working under this Agreement are subject employers that will comply with ORS 656.017.

10. SEVERABILITY

If any covenant or provision in this IGA shall be adjudged void, such adjudication shall not affect the validity, obligation, or performance of any other covenant or provision which in itself is valid, if such remainder would then continue to conform with the terms and requirements of applicable law and the intent of this IGA.

11. ENTIRE AGREEMENT

This IGA constitutes the entire agreement between the parties and supersedes any prior oral or written agreements or representations relating to this IGA. No waiver, consent, modification or change of terms of this IGA shall bind either party unless in writing and signed by both parties.

12. NOTICES

Except as specifically otherwise provided in this IGA, any notices permitted or required by this contract shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, return receipt requested and addressed to the representative designated in Section 9. Either party may change its address by notice given to the other in accordance with this paragraph.

13. ARBITRATION

Any controversy regarding the terms and conditions of this IGA shall be submitted to arbitration. Any party may request arbitration by written notice to the other. If the parties cannot agree on a single arbitrator within 15 days from the giving of notice, each party shall within five days select a person to represent that party and the two arbitrators shall immediately select a third impartial person to complete a three member arbitration panel. If the two arbitrators cannot agree within 15 days on the third arbitrator, then either party may petition the Presiding Judge of the Multnomah County Circuit Court to select the third arbitrator. The panel shall conduct the arbitration in accordance with the provisions of ORS Chapter 33, or the corresponding provisions of any such future law. The arbitrator(s) shall assess all or part of the cost of the arbitration, including attorney fees, to any or all parties.

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LOCAL SHARE PARTNER:

METRO:

**Sent for Signatures
By: _____**

By: _____
Print Name:

By: _____
Michael Jordan, Chief Operating Officer

Date: _____

Date: _____

By: _____
Print Name

By: _____
Jim Desmond, Parks Director

Date: _____

Date: _____

Approved as to Form:

Approved as to Form:

By: _____
for the Local Share Partner, Oregon

By: _____
Paul A. Garrahan
Senior Assistant Metro Attorney

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Exhibit A
Land Acquisition Services IGA

SCOPE OF WORK

TASK 1 Local Share Partner Preliminary and General Services

Objective: Initiate project and facilitate mutual understanding of the project scope.

Description: Meet with Metro real estate negotiator on a project-by-project basis, to confirm roles, responsibilities and expectations for each specific project in relation to the IGA. Establish clear lines of communication. Discuss project goals and identify specific concerns. Review the project and the land acquisition schedule.

Local Share Partner Products:

Provide project-specific goals, target properties, budget and desired schedule, including key project deadlines and milestones. Schedule and host initial project meeting. Provide the names and addresses of the owners of targeted properties, and tax identification information for such properties. Provide direction as appropriate. Information to be provided includes:

- Written description of the target property, property contact information (including history of communication), specific approval schedule, deadlines, authorization procedures, and required communication procedures.
- Whether review by the Local Share Partner's attorney is required, and, if so, the points during the project timeline when such review must occur.
- Whether and when approval(s) by the Local Share Partner's governing body is required. Describe the process and estimated time lines for such approval(s).
- A completed Signature Authority form provided by Metro.
- Identification of any other approval(s) or review periods that the Local Share Partner will require.

TASK 2 Metro Negotiation and Related Services

Objective: Conduct "willing seller" land acquisition negotiations with the purpose of acquiring properties targeted by the Local Share Partner for land acquisition services. When directed in writing by Local Share Partner, conduct such land acquisition negotiations in accord with federal acquisition guidelines.

Description: Metro will perform land acquisition negotiations. Steps to be taken include the following activities:

- 2.1 Setup negotiation files to preserve documents and a record of the negotiations.

- 2.2 Setup and maintain diaries documenting property owner(s) contacts.
- 2.3 Prepare the appropriate documents for review by the Local Share Partner's Project Manager and attorney, including, but not limited to, Metro's standard form Agreement of Purchase and Sale, modified or supplemented with property specific detail, deeds, easements, legal descriptions and other documents and instruments, as needed.
- 2.4 Prepare offer letters and other communications required to establish contact with property owner(s).
- 2.5 Explain the offer to the property owner(s) or a representative and provide an understanding of the land acquisition process.
- 2.6 Comply with federal and state acquisition and relocation guidelines and requirements, when directed in writing to do so by the Local Share Partner.
- 2.7 Advise and coordinate with the Local Share Partner's Project Manager.

Metro Products:

Maintain property specific negotiation files including diaries, offer letters, and documentation of other communications. Transaction specific preparation of the Purchase and Sale Agreement, and other documents, as requested. Provide negotiation files to Local Share Partner upon request.

TASK 3 Metro Due Diligence Services

Objective: Perform due diligence substantially satisfying the standards set forth in Metro's Natural Areas Implementation Workplan.

Description: Metro will conduct due diligence in good faith and as Metro determines necessary at its sole discretion. Steps to be taken may include the following activities:

- 3.1 Obtain an independent MAI appraisal of the proposed acquisition property subject to no extraordinary assumptions and confirmed by an appraisal review conducted in accordance with USPAP and general appraisal standards. Alternatively, if the Seller obtains an independent MAI appraisal, then Metro shall obtain an appraisal review of Seller's appraisal, conducted in accordance with USPAP and general appraisal standards, and such appraisal review must verify the accuracy of Seller's appraisal, including confirming that it is subject to no extraordinary assumptions.

- 3.2 Paralegal review of title reports, title exception documents, vesting deed, existing surveys, plats, legal description and other documents.
- 3.3 Perform a site visit and visual inspection of boundaries and access; identify possible hazards, unrecorded easements, and trespassers.
- 3.4 Obtain a Phase I Environmental Assessment and conduct further environmental investigation only if necessary to conduct "All Appropriate Inquiry" into the environmental condition of the Property, in accord with the Standards and Practices for All Appropriate Inquiry set forth in the Code of Federal Regulations, Chapter 40, Part 312.
- 3.5 Obtain survey services for a land use application or to resolve uncertainties as to property lines or easement location.
- 3.6 Obtain land use approvals if required under the Purchase and Sale Agreement.
- 3.7 Provide Metro Attorney review of documents. The Metro Attorney shall advise Metro negotiators regarding their work under this Agreement and shall oversee Metro's due diligence work, but shall not provide legal advice directly to the Local Share Partner. If the Local Share Partner feels it needs legal advice regarding any matter it shall seek such advice from its own attorney.

Metro Products:

Due diligence conforming substantially to Metro Natural Areas Implementation Workplan standards. Copies of all pertinent legal documents will be provided as appropriate.

Local Share Partner Products:

Local Share Partner's Project Manager and attorney review, direction of the due diligence process, review and approval of the closing checklist.

TASK 4 Metro Purchase and Closing Services/Escrow Liaison

Objective: Conduct escrow and closing services.

Description: Metro shall perform the following services in good faith and as Metro determines necessary at its sole discretion:

- 4.1 Communicate with property owners, or their representatives, in a timely and professional manner.
- 4.2 Open escrow.

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- 4.3 Prepare escrow instructions.
- 4.4 Place documents in escrow.
- 4.5 Coordinate payments to Title/Escrow Company related to closing.
- 4.6 Assist in obtaining releases, if necessary.
- 4.7 Review closing statements, escrow instructions, title insurance policies, and vesting documents, and make recommendations to Local Share Partner or work with the title company to correct errors.
- 4.8 Deliver documents for recording and track the recording process to ensure that recording has occurred.

Metro Products:

Escrow instructions, Escrow account setup, documents placed in escrow, payment coordination, closing statements, recorded documents. Provide recorded documents to Local Share Partner with recording numbers.

Local Share Partner Products:

Local Share Partner's Program Manager and attorney review of closing documents and instruments. Provide documentation to authenticate that the individual signing all closing documents has authority to sign on behalf of the Local Share Partner.

Attachment E

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Funding Recognition

As provided in this document, the Local Share Partner shall recognize that funding to complete the project was provided from the Metro 2006 Natural Areas Bond Measure. Such project recognition shall be included in and on on-site documentation, any published final products and visual presentations, web site information, collateral materials, newsletters, and press releases.

At or before project completion of a project, signage shall be installed at the project site in prominent and highly visible locations near each primary public access point or viewing access area (but not located in a manner that would have a detrimental impact on any natural area viewshed) to acknowledge Metro's funding of the project and any other project partners (as necessary) that have provided project funding. Signage shall be either:

- a. A standard, free-standing sign provided by Metro, which Metro shall make available to Local Share Partners upon request; or
- b. Inclusion of Metro's logo and script in other signage, with Metro's logo and script of a size in comparable proportion to the relative amount of funding provided by the Metro Bond Measure for the project being recognized, in relation to other agencies recognized on such signage. In no event, however, must Metro's logo and script be larger than the logo and script of the Local Share Provider. Metro shall make its graphics available upon request.

When the project is opened to the public, the Local Share Partner shall plan and hold at least one community/media event to publicize the project and its relationship to the Metro 2006 Natural Areas Bond Measure. The Local Share Partner agrees to provide the Metro Natural Areas Program Manager with written notice of such event at least three weeks prior to the scheduled event in order to coordinate with and allow for participation by Metro staff and elected officials.

At least once during the term of the Agreement, the Local Share Partner shall hold a public meeting with members of the Local Share Partner's governing body, at which the Local Share Partner shall recognize the Local Share Partner's partnership with Metro to complete the Local Share Partner's Bond Measure-funded projects. The Local Share Partners shall provide the Metro Natural Areas Program Manager with written notice of such public meeting at least three weeks prior to the scheduled event in order to coordinate with and allow for participation by Metro staff and elected officials.

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Project: Natural Areas Local Share Program

Contract No. 927851

INTERGOVERNMENTAL AGREEMENT

Natural Areas Bond Measure
Local Share Component

Sent for Signatures
By: Parks Admn.

This Intergovernmental Agreement (hereinafter the "Agreement"), entered into under the provisions of ORS chapter 190 and effective on the date the Agreement is fully executed (the "Effective Date"), is by and between Metro, a metropolitan service district organized under the laws of the state of Oregon and the Metro Charter, located at 600 N.E. Grand Avenue, Portland, Oregon 97232-2736, and the City of Tualatin, located at 18880 SW Martinazzi Avenue, Tualatin, Oregon 97062-7092 (hereinafter referred to as the "Local Share Partner"), and shall remain in full force and effect for the period from April 1, 2007, until June 30, 2027.

RECITALS

WHEREAS, the electors of Metro approved Ballot Measure 26-80 on November 7, 2006, authorizing Metro to issue \$227.4 million in bonds to preserve natural areas, clean water, and protect fish and wildlife (the "Measure"); and

WHEREAS, the Measure provided that \$44 million from bond proceeds be expended by local parks providers for specified projects; and

WHEREAS, the Local Share Partner is a local government jurisdiction who has received approval for funding for projects as specified in the Measure; and

WHEREAS, Metro and the Local Share Partner desire to enter into this Agreement to provide for funding of the Local Share Partner's projects subject to terms and conditions as provided for in the Measure;

NOW THEREFORE, the parties agree as follows:

1. Declaration of Projects

Metro hereby approves the project proposals described in the "Local Share Project List," attached hereto as Attachment A to this Agreement (each individual proposal on the Local Share Project List is referred to hereinafter as a "Project"), and Metro authorizes the Local Share Partner to proceed with Projects on the Local Share Project List in accordance

with Attachment A. All real property interests acquired pursuant to this Agreement shall be held in the name of the Local Share Partner.

2. Funding

Metro's financial obligation under this Agreement is limited to \$786,506. Payment of funds by Metro to the Local Share Partner is subject to the procedures set forth in the "Procedures for Payment of Funds By Metro," attached hereto as Attachment B to this Agreement.

3. Funding Limitations

A. The sole purpose of this Agreement is to implement the Measure by funding Projects on the Local Share Project List. Except as described in Section 4 with respect to Metro's provision of property acquisition technical services, Metro shall have no obligations under this Agreement other than for the payment of funds pursuant to the procedures described in Attachment B to this Agreement.

B. Except as described in Section 4 with respect to Metro's provision of property acquisition technical services, Metro shall have no supervisory responsibility regarding any aspect of any Project and Metro neither intends nor accepts any direct involvement in any Project that can or could be construed to result in supervisory responsibility during the course of the Project. Upon completion of a Project and payment of funds, as provided for in Attachment B, Metro shall have no further obligations.

C. The Local Share Partner shall comply with this Agreement, the provisions of the Measure, and the Local Share Guidelines attached as Attachment C to this Agreement.

D. Metro shall not be obligated to make any payments or reimbursements pursuant to this Agreement that were incurred by the Local Share Partner prior to the Effective Date of this Agreement.

E. Metro shall not reimburse the Local Share Partner for any administrative costs, including staff, overhead and indirect costs, in excess of ten percent (10%) of the cost of a Project.

4. Land Acquisitions Technical Assistance

Provided that the Local Share Partner agrees to the terms of a separate "Land Acquisition Services" intergovernmental agreement ("IGA") with Metro substantially similar to the IGA attached as Attachment D to this Agreement prior to April 1, 2007, Metro shall provide the Local Share Partner with technical assistance regarding real estate negotiation and

related due diligence services for any Project that calls for real property acquisitions. Metro shall provide such technical assistance as provided in such Land Acquisition Services IGA and subject to the availability of Metro staff and resources as determined by Metro at its sole discretion. Metro's obligation to provide such technical services pursuant to such Land Acquisition Services IGA may be extended beyond the initial term of such IGA with the mutual written consent of Metro and the Local Share Partner.

5. Projects Not on the Local Share Project List

The Local Share Partner may substitute a different Project for a Project described in Attachment A, or may add a new Project, only if the following conditions are met:

- A. The Local Share Partners, through its governing body, finds that one or more of the Projects described in Attachment A have become degraded, are cost prohibitive, or are otherwise unfeasible, or that a Project can be accomplished for less funds than estimated, thereby making such savings available for use in a new Project;
- B. The Local Share Partner, through its governing body, shall conduct a public process, including holding a public meeting in accord with its adopted public meeting procedures, and determine the substitute or new Project consistent with the provisions of the Measure and Attachment C (this provision may be satisfied during the course of the Local Share Partner's capital improvement plan or budgeting process); and
- C. The substitute or new Project is subject to administrative approval by Metro's Regional Parks and Greenspaces Department Director, and such approval shall not be unreasonably withheld.

6. Increasing Spending on a Project on the Local Share Project List

The Local Share Partner may spend more on a Project than the Project cost described in Attachment A only if the following conditions are met:

- A. The Local Share Partner, through its governing body, finds that the Project described in Attachment A will cost more than anticipated, but that it remains a priority Project;
- B. The Local Share Partner, through its governing body, shall conduct a public process, including holding a public meeting in accord with its adopted public

meeting procedures, and determine that increasing the allocated spending on the Project is consistent with the provisions of the Measure and Attachment C (this provision may be satisfied during the course of the Local Share Partner's capital improvement or plan budgeting process); and

- C. The increase in spending on the Project is subject to administrative approval by Metro's Regional Parks and Greenspaces Department Director, and such approval shall not be unreasonably withheld.

7. Term

Metro's obligation to provide funds pursuant to this Agreement shall terminate March 31, 2012, and all other provisions of this Agreement shall terminate on June 30, 2027. It is the intent of the parties for the Local Share Partner to have completed the Project, and for all Metro funding obligated under this Agreement to have been paid, prior to March 31, 2012. Metro's obligation to provide funds may be extended by mutual written consent of Metro and the Local Share Partner. The provisions of Sections 8, 9, 10 and 11 shall continue in effect after the Local Share Partner's completion of any Project pursuant to this Agreement.

8. Limitations on Use of Property

A. Acquired Real Property and Associated Buildings and Improvements.

All real property acquired by the Local Share Partner with funding provided by Metro pursuant to this Agreement shall be maintained as parks, open space, natural areas, or trails. The Local Share Partner may not sell or otherwise authorize use of such property pursuant to this Agreement in a manner inconsistent with the intended and stated purposes of the Measure, that is, for a use other than as parks, open space, natural areas, trails or other uses associated with use of such property as parks, open space, natural areas or trails (e.g., when a de minimis portion of such property is required to be put to another use, such as for a road dedication, as part of a land use review proceeding initiated to use the overall property consistent with the intended and stated purposes of the Measure), unless the Local Share Partner complies with all of the following conditions:

- (1) The Local Share Partner's decision to sell or use the property in a manner inconsistent with the intended and stated purposes of the Measure is the result of unforeseen circumstances;

- (2) The Local Share Partner's intent, at the time it purchased the property, was to use it in a manner consistent with the intended and stated purposes of the Measure, that is, for a use as a park, open space, natural area, or trail;
- (3) The Local Share Partner provides Metro 180 days advance written notice of its intent to authorize the change in use or the sale of the property to a third party;
- (4) The Local Share Partner holds at least one public hearing regarding the matter, consistent with its adopted public meeting procedures, prior to making a final decision to sell or change the use of the property, and adopts a resolution or ordinance that includes findings that the conditions in subsections 8(A)(1) through (4) of this Agreement have been satisfied and that the Local Share Partner has satisfied or will satisfy its obligations as described in subsections 8(A)(5) and (6) of this Agreement;
- (5) Metro has approved the Local Share Partner's determination of the appraisal value of the property pursuant to the following steps:
 - i. At least 90 days prior to making a final decision to change the use of, or sell, the property, the Local Share Partner shall provide Metro with an independent MAI appraisal of the fair market value of the property assuming that the property was subject to the same use restrictions as were in place at the time the Local Share Partner purchased the property. Such appraisal shall not be subject to any other extraordinary assumptions; and
 - ii. Not later than 60 days after receiving the appraisal obtained by the Local Share Partner, Metro shall inform the Local Share Partner whether Metro has approved the appraisal, which decision shall be made in good faith and based on whether the appraisal is complete and reasonable. Metro's review shall include having the appraisal reviewed by a review appraiser hired by Metro to conduct a review in accordance with USPAP and general appraisal standards. If Metro does not approve the appraisal, then Metro shall inform the Local Share Partner the reasons for not approving the appraisal and the Local Share Partner may resubmit a revised appraisal

- to Metro pursuant to subsection 8(A)(5)(i) of this Agreement; and
- (6) Within 180 days after selling the property or authorizing the change in use of the property, the Local Share Partner shall apply toward completion of a Project listed on Attachment A, or a substitute Project selected consistent with the provisions of Section 5 of this Agreement, an amount equal to the greater of either (a) the appraisal value of the property, as determined pursuant to subsection 8(A)(5) of this Agreement, or (b) the amount of Measure funding that Metro provided to the Local Share Partner to purchase the property.

B. Construction of Buildings or Other Improvements.

All buildings and other improvements constructed by the Local Share Partner using funding provided by Metro pursuant to this Agreement shall be maintained for use in conjunction with parks, open space, natural areas, or trails. The Local Share Partner may not sell or otherwise authorize use of such buildings or improvements pursuant to this Agreement in a manner inconsistent with the intended and stated purposes of the Measure, that is, for a use other than in conjunction with parks, open space, natural areas, or trails, unless it complies with all of the following conditions:

- (1) The Local Share Partner's decision to sell or use such buildings or improvements in a manner inconsistent with the intended and stated purposes of the Measure is the result of unforeseen circumstances;
- (2) The Local Share Partner's intent, at the time it constructed such buildings or improvements, was to use them in a manner consistent with the intended and stated purposes of the Measure, that is, for a use in conjunction with a park, open space, natural area, or trail;
- (3) The Local Share Partner provides Metro 180 days advance written notice of its intent to authorize the change in use or the sale of such buildings or improvements to a third party;
- (4) The Local Share Partner holds at least one public hearing regarding the matter, consistent with its adopted public meeting procedures, prior to making a final decision to sell or change the use of such buildings or

improvements, and adopts a resolution or ordinance that includes findings that the conditions in subsections 8(B)(1) through (4) of this Agreement have been satisfied and that the Local Share Partner has satisfied or will satisfy its obligations as described in subsections 8(B)(5) and (6) of this Agreement;

- (5) Metro has approved the Local Share Partner's determination of the appraisal value of such buildings or improvements pursuant to the following steps:
- i. At least 90 days prior to making a final decision to sell or change the use of such buildings or improvements, the Local Share Partner shall provide Metro with an independent MAI appraisal of the fair market value of such buildings or improvements. Such appraisal shall not be subject to any extraordinary assumptions; and
 - ii. Not later than 60 days after receiving the appraisal obtained by the Local Share Partner, Metro shall inform the Local Share Partner whether Metro has approved the appraisal, which decision shall be made in good faith and based on whether the appraisal is complete and reasonable. Metro's review shall include having the appraisal reviewed by a review appraiser hired by Metro to conduct a review in accordance with USPAP and general appraisal standards. If Metro does not approve the appraisal, then Metro shall inform the Local Share Partner the reasons for not approving the appraisal and the Local Share Partner may resubmit a revised appraisal to Metro pursuant to subsection 8(B)(5)(i) of this Agreement; and
- (6) Within 180 days after selling such buildings or improvements or authorizing the change in use of such buildings or improvements, the Local Share Partner shall apply toward completion of a Project listed on Attachment A, or a substitute Project selected consistent with the provisions of Section 5 of this Agreement, an amount equal to the greater of either (a) the appraisal value of such buildings or improvements, as determined pursuant to subsection 8(B)(5) of this Agreement, or (b) the amount of Measure funding that Metro provided to the Local Share Partner to construct such buildings or improvements.

9. Oregon Constitution and Tax Exempt Bond Covenants

The Local Share Partner acknowledges that Metro's source of funds for this Program is from the sale of voter-approved general obligation bonds that are to be repaid using ad valorem property taxes exempt from the limitations of Article XI, sections 11, 11b, 11c, 11d, and 11e of the Oregon Constitution, and that the interest paid by Metro to bond holders is currently exempt from federal and Oregon income taxes. The Local Share Partner covenants that it will take no actions that would cause Metro not to be able to maintain the current status of the real property taxes imposed to repay these bonds as exempt from Oregon's constitutional property tax limitations or the income tax exempt status of the bond interest under IRS rules. In the event the Local Share Partner breaches this covenant, the Local Share Partner shall undertake whatever remedies are necessary to cure the default and to compensate Metro for any loss it may suffer as a result thereof, including, without limitation, reimbursement of Metro for any Projects funded under this Agreement that resulted in the Local Share Partner's breach of its covenant described in this section.

10. Funding Recognition

The Local Share Partner shall recognize and document on-site, for each Project whether an acquisition or a capital improvement, and in any publications, media presentations, or other presentations referencing such Project that are produced by or at the direction of the Local Share Partner, that funding for the Project came from the Metro Natural Areas Bond Measure. Such recognition shall comply with the recognition guidelines detailed in Attachment E to this Agreement.

11. Mutual Indemnification

The Local Share Partner shall indemnify and hold Metro and Metro's agents, employees, and elected officials harmless from any and all claims, demands, damages, actions, losses, and expenses, including attorney's fees, arising out of or in any way connected with the performance of this Agreement by the Local Share Partner or the Local Share Partner's officers, agents, or employees, subject to the limitations and conditions of the Oregon Tort Claims Act, ORS chapter 30. Metro shall indemnify and hold the Local Share Partner and the Local Share Partner's agents, employees, and elected officials harmless from any and all claims, demands, damages, actions, losses, and expenses, including attorney's fees, arising out of or in any way connected with the

performance of this Agreement by Metro or Metro's officers, agents, or employees, subject to the limitations and conditions of the Oregon Tort Claims Act, ORS chapter 30.

12. Termination for Cause

A. Metro may terminate this Agreement, in full or in part, at any time during the term of the Agreement if Metro reasonably determines, in its sole discretion, that the Local Share Partner has failed to comply with any provision of this Agreement and is therefore in default. Metro shall promptly document such default and notify the Local Share Partner in writing of Metro's determination as required in Section 12 of this Agreement, below. Notwithstanding any termination for cause, the Local Share Partner shall be entitled to receive payments for any work completed or for which the Local Share Partner was contractually obligated on the date that Metro provided written notice of default, except that Metro shall not be obligated to make any payment other than for work specifically provided for in this Agreement.

B. Prior to termination under this Section 12 of this Agreement, Metro shall provide the Local Share Partner with written notice of default that describes the reason(s) that Metro has concluded that the Local Share Partner is in default and includes a description of the steps that the Local Share Partner shall take to cure the default. The Local Share Partner shall have 90 days from the date of the notice of default to cure the default. In the event the Local Share Partner does not cure the default within 90 days, Metro may terminate all or any part of this Agreement. Metro shall notify the Local Share Partner in writing of the reasons for the termination and the effective date of the termination, which shall not be earlier than 90 days from the date of the notice of default. The Local Share Partner shall be entitled to receive payments for any work completed, including any contractual obligations entered, after the date of the notice of default and before the date that Metro provided written notice of termination, provided that such work or contractual obligations were undertaken by the Local Share Partner in a good faith effort to comply with one of the steps to cure the default described by Metro in the notice of default, except that Metro shall not be obligated to make any payment other than for work specifically provided for in this Agreement.

C. The Local Share Partner shall be liable to Metro for all reasonable costs and damages incurred by Metro as a result of and in documentation of the default.

D. If, after notice of termination, Metro agrees or a court finds that the Local Share Partner was not in default or that the default was excusable, such as due to a labor strike, fire, flood, or other event that was not the fault of, or was beyond the control of the Local Share Partner, Metro shall allow the Local Share Partner to continue work, or both parties may treat the termination as a joint termination for convenience whereby the rights of the Local Share Partner shall be as outlined as provided in Section 13 of this Agreement.

13. Joint Termination for Convenience

Metro and the Local Share Partner may jointly terminate all or part of this Agreement based upon a determination that such action is in the public interest. Termination under this provision shall be effective upon ten (10) days written notice of termination issued by Metro subject to that mutual agreement. Within 30 days after termination pursuant to this provision, the Local Share Partner shall submit an itemized invoice for all unreimbursed Project work completed before the effective date of termination. Metro shall not be liable for any costs invoiced later than 30 days after termination; provided, however, that Metro may reimburse additional costs, at Metro's sole discretion, if Metro reasonably determines that the delay was due to factors beyond the Local Share Partner's control.

14. Project Records, Audits, and Inspections

A. The Local Share Partner shall maintain comprehensive records and documentation relating to any Project for which it seeks payment from Metro pursuant to this Agreement, including, without limitation, the establishment and maintenance of books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all direct and indirect costs of any nature that the Local Share Partner incurred or anticipated to be incurred for the performance of this Agreement (hereinafter "Project Records"). Project Records shall include all records, reports, data, documents, systems, and concepts, whether in the form of writings, figures, graphs, or models, that are prepared or developed in connection with any Project, including any substitute Project selected consistent with Section 5 of this Agreement.

B. The Local Share Partner shall maintain all fiscal Project Records in accordance with generally accepted accounting principles. In addition, the Local Share Partner shall maintain any other records necessary to clearly document:

- (1) The Local Share Partner's performance of this Agreement, including but

not limited to the Local Share Partner's compliance with the Agreement, compliance with fair contracting and employment programs, compliance with Oregon law on the payment of wages and accelerated payment provisions;

- (2) Any claims arising from or relating to the performance of the Local Share Partner under this Agreement or any public contract entered into by the Local Share Partner that is related to this Agreement;
- (3) Any cost and pricing data relating to this Agreement; and
- (4) Payments made to all suppliers and subcontractors engaged in any work for the Local Share Partner related to this Agreement.

C. The Local Share Partner shall maintain Project Records for the longer period of either (a) six years from the date of termination of Metro's obligation to provide funds pursuant to this Agreement, which date is provided in Section 7 of this Agreement, or (b) until the conclusion of any audit, controversy, or litigation that arises out of or is related to this Agreement and that commences within six years from the date of termination of Metro's obligation to provide funds pursuant to this Agreement.

D. The Local Share Partner shall make Project Records available to Metro and its authorized representatives, including but not limited to the staff of any Metro department and the staff of the Metro Auditor, within the boundaries of the Metro region, at reasonable times and places regardless of whether litigation has been filed on any claims. If the records are not made available within the boundaries of Metro, the Local Share Partner agrees to bear all of the costs for Metro employees, and any necessary consultants hired by Metro, including but not limited to the costs of travel, per diem sums, salary, and any other expenses that Metro incurs, in sending its employees or consultants to examine, audit, inspect, and copy those records. Such costs paid by the Local Share Partner to Metro for inspection, auditing, examining and copying such records shall not be recoverable costs in any legal proceeding.

E. The Local Share Partner authorizes and permits Metro and its authorized representatives, including but not limited to the staff of any Metro department and the staff of the Metro Auditor, to inspect, examine, copy and audit the books and Project Records of the Local Share Partner, including tax returns, financial statements, other financial documents and any documents that may be placed in escrow according to any requirements of this Agreement.

Metro shall keep any such documents confidential to the extent permitted by Oregon law, subject to the provisions of Section 14(F) of this Agreement.

F. The Local Share Partner agrees to disclose Project Records requested by Metro and agrees to the admission of such records as evidence in any proceeding between Metro and the Local Share Partner, including, but not limited to, a court proceeding, arbitration, mediation or other alternative dispute resolution process.

G. The Local Share Partner agrees that in the event such Project Records disclose that Metro is owed any sum of money or establish that any portion of any claim made against Metro is not warranted, the Local Share Partner shall pay all costs incurred by Metro in conducting the audit and inspection. Such costs may be withheld from any sum that is due or that becomes due to the Local Share Partner from Metro.

15. Public Records

All Project Records shall be public records subject to the Oregon Public Records Law, ORS 192.410 to 192.505. Nothing in this section shall be construed as limiting the Local Share Partner's ability to consider real property transactions in executive session pursuant to ORS 192.660(1)(e) or as requiring disclosure of records that are otherwise exempt from disclosure pursuant to the Public Records Law (ORS 192.410 to 192.505) or Public Meetings Law (ORS 192.610 to 192.690).

16. Law of Oregon, Public Contracting Provisions

The laws of the state of Oregon shall govern this Agreement and the parties agree to submit to the jurisdiction of the courts of the state of Oregon. All applicable provisions of ORS chapters 187, 279A, 279B, and 279C, and all other terms and conditions necessary to be inserted into public contracts in the state of Oregon, are hereby incorporated as if such provisions were a part of this Agreement. Specifically, it is a condition of this Agreement that the Local Share Partner and all employers working under this Agreement are subject employers that will comply with ORS 656.017.

17. Notices and Parties' Representatives

Any notices permitted or required by this Agreement, other than reimbursement requests required pursuant to Attachment B, shall be addressed to the other party's representative(s) designated in this Section of this Agreement and shall be deemed provided (a) on the date they are personally delivered, (b) on the date they are sent via facsimile, or

(c) on the third day after they are deposited in the United States mail, postage fully prepaid, by certified mail return receipt requested. Either party may change its representative(s) and the contact information for its representative(s) by providing notice in compliance with this Section of this Agreement.

Local Share Partner's Designated Representative(s):

Paul Hennon
Community Services Director
City of Tualatin
18880 SW Martinazzi Avenue
Tualatin, OR 97062-7092
Tel (503) 691-3060
Fax (503) 691-9786
phennon@ci.tualatin.or.us

Metro's Designated Representatives:

Natural Areas Bond Program Manager
Metro Regional Center
600 N.E. Grand Ave.
Portland, OR 97232
Fax (503)-797-1849

with copy to:

Office of Metro Attorney
600 N.E. Grand Ave.
Portland, OR 97232
Fax (503) 797-1792

18. Assignment

The Local Share Partner shall not assign any of its responsibilities under this Agreement without prior written consent from Metro, which shall not be unreasonably withheld, except that the Local Share Partner may delegate or subcontract for performance of any of its responsibilities under this Agreement.

19. Severability

If any covenant or provision in this Agreement shall be adjudged void, such

adjudication shall not affect the validity, obligation, or performance of any other covenant or provision which in itself is valid, if such remainder would then continue to conform with the terms and requirements of applicable law and the intent of this Agreement.

20. Entire Agreement; Modifications

This Agreement constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The Parties, by the signatures below of their authorized representatives, hereby acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties hereto have set their hands on the day and year indicated below.

CITY OF TUALATIN

METRO

Signature

Michael Jordan

Metro Chief Operating Officer

Print Name: Lou Ogden

Title: Mayor

Date: 10-13-08

Date: _____

Sent for Signatures
By: Parks Adm. **FILE COPY**

APPROVED AS TO FORM BY:

Brenda L. Braden
Signature

Print Name: Brenda L. Braden

Title: Tualatin City Attorney

Date: 10/14/08

Paul A. Garrahan
Senior Assistant Metro Attorney

Date: _____



Approved By Tualatin City Council

Date 10-13-08

Recording Secretary M. Smith

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]*
Colin Cortes, Assistant Planner *[Signature]*

DATE: October 13, 2008

SUBJECT: PLAN TEXT AMENDMENT RESCINDING REQUIREMENTS FOR
80% RESIDENTIAL MINIMUM BUILT DENSITY (PTA-08-05)

ISSUE BEFORE THE CITY COUNCIL:

City Council consideration of a proposed Plan Text Amendment (PTA-08-05) to rescind the requirements for 80% residential minimum built density.

RECOMMENDATION:

Staff recommends the noticed public hearing be continued to October 27, 2008 at 7 p.m.

EXECUTIVE SUMMARY:

- This matter is a legislative public hearing.
- This request is a Plan Text Amendment to the Tualatin Development Code.
- The matter at hand is a potential Plan Text Amendment of the Tualatin Development Code (TDC) to rescind a requirement that new residential development build at least 80% of the maximum number of dwelling units (DUs) per acre permissible in a residential planning district. The City adopted the requirement in the late 1990s because Metro required local governments to adopt this requirement. In 2002, Metro removed this requirement from the Metro Code allowing local governments to pursue rescindment if they so chose.
- The City Council conducted a work session on this topic on October 13, 2008. Comments from the City Council will be taken into consideration and included in the October 27th staff report for Council consideration.
- Before granting the proposed PTA, the City Council must find that the application meets the plan amendment criteria listed in TDC 1.032.

STAFF REPORT: PTA-08-05 — 80% RESIDENTIAL MINIMUM BUILT DENSITY

October 13, 2008

Page 2 of 2

FINANCIAL IMPLICATIONS:

Funds have been budgeted in FY 08/09 for City initiated plan amendments in the Community Development Department.

Attachments: A. None



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

DATE: October 13, 2008

SUBJECT: CONDITIONAL USE PERMIT FOR WATER RESERVOIRS AND WIRELESS COMMUNICATION FACILITY (WCF) AT 8930 SW NORWOOD ROAD. (CUP-08-04)

ISSUE BEFORE THE CITY COUNCIL:

Should the City Council approve a conditional use permit (CUP) for the existing City water reservoirs and wireless communication facility, i.e. cell tower, in an Institutional (IN) Planning District that the City annexed in July 2008?

RECOMMENDATION:

Staff recommends the City Council consider the staff report and supporting attachments and direct staff to prepare a resolution granting CUP-08-04.

EXECUTIVE SUMMARY:

- This matter is a quasi-judicial public hearing.
- This matter is a conditional use permit (CUP) request.
- The applicant is the Operations Department.
- The subject property is approximately 1.5 acres at 8930 SW Norwood Road on tax lot 2S 1 35D 107 in the Institutional (IN) Planning District, due east of Horizon (formerly Grace) Community Church. The property is the site of two 50-foot high municipal water reservoir tanks, a pump station, and a 100-foot wireless communication facility (WCF), i.e. a cell tower. Vicinity, tax, and aerial maps are included as Attachments A, B, and C.
- The existing water reservoirs and WCF were approved by Washington County prior to City annexation of the property.
- A "water reservoir" and a "wireless communication facility" (WCF) are conditional uses per TDC Sections 49.030(3) and (5)(d) respectively.
- A telecommunications company has discussed with the Operations Department co-location of equipment on the existing on-site cell tower. A CUP is necessary for this co-location to occur.

- Attachment D is the Background Information, and staff has reviewed the request in the Analysis and Findings section of this report (Attachment E). Staff recommends no conditions of approval.
- Per the Operations Director, the reservoir generates one vehicle trip a week by City staff with a yearly total of about 60 trips, and a trip by cell tower maintenance workers occurs monthly with a yearly total of about 12 trips. Further auto traffic information is in Attachment F.
- The applicable policies and regulations that apply to the proposed conditional use in the IN Planning District include TDC 8.100 (IN Planning District objectives); 32.030 (Conditional Use); and 49 (IN Planning District). The Analysis and Findings (Attachment E) considers the applicable policies and regulations.
- Before granting the proposed amendment, the City Council must find that the criteria listed in TDC 32.030 are met: The Analysis and Findings (Attachment E) compares the application with the criteria for granting a CUP.
- The Council has taken previous land use actions related to the subject property: annexation ANN-08-01 (Ord. No. 1262-08 effective 7/09/2008) and Plan Map Amendment PMA-08-02 (Ord. No. 1263-08 effective 7/09/2008).
- The following table may clarify the matter at hand:

IN Uses	Conditional
water reservoir	49.030(3)
WCF	49.030(5)(d)

OUTCOMES OF DECISION:

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

1. Allowance for the Operations Department to alter or expand the water reservoir tanks or co-locate equipment on the WCF.
2. Mitigate the need for future requests to construct new WCFs on other sites.

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

1. Preclusion of the Operations Department altering or expanding the water reservoir tanks or co-locating equipment on the WCF.
2. Failure to mitigate the need for future requests to construct new WCFs on other sites.

ALTERNATIVES TO RECOMMENDATION:

The alternatives to the staff recommendation for the Council are:

- Approve the proposed conditional use permit (CUP) with conditions the Council deems necessary.
- Deny the request for the proposed CUP.

- Continue the discussion of the proposed CUP and return to the matter at a later date.

FINANCIAL IMPLICATIONS:

Revenue for conditional use permits has been budgeted for fiscal year 2007/08.

PUBLIC INVOLVEMENT:

Engineering and Operations staff conducted a Neighborhood/Developer meeting at Horizon Community Church at 23370 SW Boones Ferry Road on February 4, 2008 to explain the pump station upgrade and WCF co-location to neighboring property owners and to receive comments. No members of the public or nearby property owners attended the meeting.

- Attachments:**
- A. Vicinity map
 - B. Tax map
 - C. Aerial map
 - D. Background
 - E. Analysis and Findings
 - F. Traffic information memo



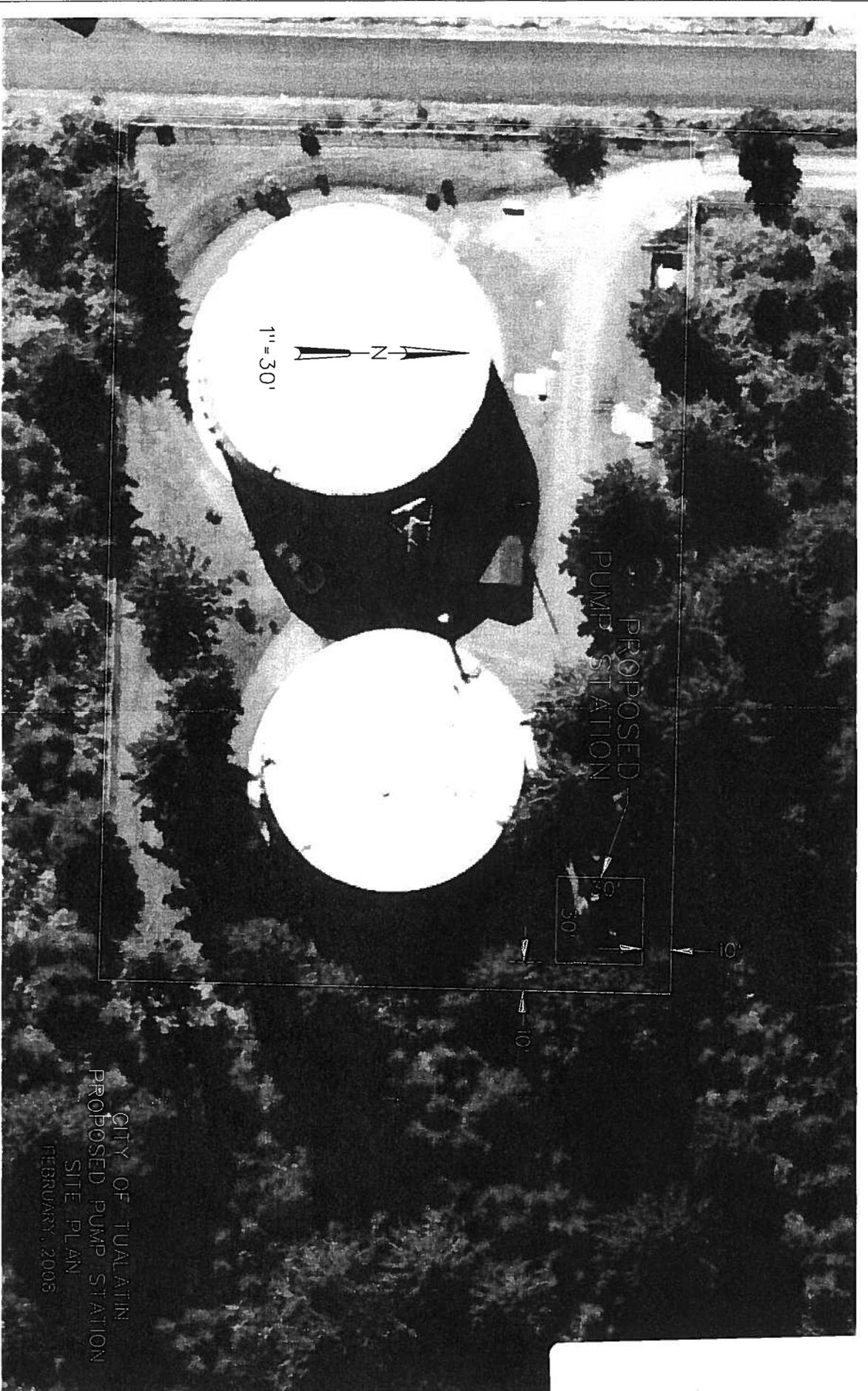
Tualatin Planning Districts

-  RL
-  RML
-  IN

Washington County Zoning

-  FD-20





CITY OF TUALATIN
PROPOSED PUMP STATION
SITE PLAN
FEBRUARY, 2008

CH2MHILL

Attachment D

CUP-08-04: Background Information

CUP-08-04 is a request to approve a conditional use permit for a “water reservoir” and a “wireless communication facility” (WCF), i.e. a cell tower, in the Institutional (IN) Planning District per Tualatin Development Code (TDC) Sections 49.030(3) and (5)(d) respectively.

The subject property is approximately 1.5 acres at 8930 SW Norwood Road on tax lot 2S 1 35D 107, due east of Horizon (formerly Grace) Community Church. The site is developed with a City water reservoir in the form of two 50-foot high tanks, a water pump station, and a 100-foot WCF (cell tower). The Operations Department wants to contract with a telecommunications company to co-locate equipment on the cell tower to generate extra revenue for the City. The tower has existing equipment used by another company and from which the City already collects revenue.

The site development existed prior to the City annexing the property from Washington County via ANN-08-01 and designating it IN via PMA-08-02.

Attachment E

CUP-08-04: Analysis and Findings

In order to grant the proposed conditional use permit (CUP), the request must meet the approval criteria of Tualatin Development Code (TDC) Section 32.030. Staff has reviewed the information provided by Engineering and Operations Directors:

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

The subject property, tax lot 2S 1 35D 107, is within the Institutional (IN) Planning District as defined in TDC 49. A “water reservoir” and a “wireless communication facility” (WCF) are conditional uses per TDC 49.030(3) and (5)(d) respectively. (A “water pump station” is a permitted use.) The criterion is met.

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 minimum lot size within the IN Planning District is 1.5 acres, equal to 65,340 square feet (s.f.). The subject property is approximately 1.5 acres, meeting the minimum lot size requirement. The site is developed with two 50-ft high water reservoir tanks, water pump station, and a 100-ft WCF.
- Shape:** The rectangular subject property has access via an easement that traverses Lot 100 south from SW Norwood Road to the site. The lot shape is suitable for the proposed uses.
- Location:** The site is at 8930 SW Norwood Road, a Washington County road, within the IN Planning District. The site borders Horizon Community Church to the west. An unincorporated parcel borders the site to the north, east, and south of the property and has Washington County planning district FD-20, and the church is in the IN Planning District. The property is within the acreage that Metro brought within the regional Urban Growth Boundary (UGB) in June 2004. This area is the subject of the South Tualatin Concept Plan.
- Topography:** The site has minor downward slope with a net difference of five feet from the site boundaries towards the reservoir tanks. The topography accommodates the proposed uses.
- Improvements:** The site is developed with two 50-ft high water reservoir tanks, water pump station, and a 100-ft WCF.
- Natural Features:** The only natural features are trees as shown in recent satellite imagery.

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.

Transportation:

The site has access via an easement north to SW Norwood Road between SW Boones Ferry Road and I-5.

SW Norwood Road is a Washington County road; the Tualatin Transportation System Plan (TSP) does not designate its classification. SW Norwood Road is composed of two 11-foot travel lanes totaling 22 feet.

The pump station upgrade and WCF co-location will generate no additional peak period vehicle trips as described in Attachment F.

Potable water, sanitary sewer, & stormwater:

The reservoir site connects to the City potable water system. A sanitary sewer connection is not required because the uses have no occupants.

Based on staff review and analysis of the application, the existing and approved 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 property is in the IN Planning District. Surrounding land uses include:

N:	FD-20	undeveloped Lot 100 (unincorporated)
E:	FD-20	Lot 100
S:	FD-20	Lot 100
W:	IN	Horizon Community Church

The closest residences are in the Norwood Heights subdivision within a Medium-Low Density Residential (RML) Planning District across SW Norwood Road within 700 feet of the north boundary of the subject property. The only immediately adjacent development is Horizon Community Church that developed in 2005. The anticipated WCF co-location 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.

Criterion 4 is met.

5. The proposal is consistent with plan policies.

The applicable Tualatin Community Plan policies are in TDC 8.100 (public and semi-public land uses); Other TDC Sections that are not part of the Community Plan yet are relevant include 32.030 (conditional use review); and 49 (IN Planning District).

Section 8.100 Institutional Planning District Objectives.

This section describes the purpose of the Institutional Planning District, and includes the objectives used to guide development of the Planning District Standards and to guide application of the planning district to particular areas of the City.

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

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

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

(4) The district may be applied to land that is able to accommodate large-scale campus-style development and operation of religious institutions, schools, public parks, and related uses, as follows:

(a) Contiguous land one and one-half acre in size or greater;

(b) Access to a collector or arterial street;

(c) Adequate public facilities are available to the property.

The Norwood reservoir site developed prior to the existence of the IN Planning District. Upon annexation via ANN-08-01, the City designated the site IN via PMA-08-02 because the planning district best accommodates the water reservoir and pump station. The IN designation also served to preclude residential redevelopment. The City owns the site, which the Operations Department uses to provide potable water to Tualatin. It meets the minimum lot size and has access to SW Norwood Road, a Washington

County road. The existing site development demands little of public facilities itself providing potable water to Tualatin.

Section 49.010 Purpose.

The purpose of the Institutional Planning District is to provide areas of the City that are suitable for educational, religious, recreational, and incidental support facilities in order to serve the community. The District is intended to be consistent with the Institutional land use designation in the Tualatin Community Plan. The District is intended to support lands and facilities that are owned and operated by governmental or non-profit entities. The District is intended to support lands and facilities that serve and benefit the community. The District is intended to provide for location and development of permitted and conditionally permitted uses in a manner that is harmonious with adjacent and nearby residential, commercial, or manufacturing planning districts and uses. The District is intended to provide for location and development of permitted and conditionally permitted uses in a manner which protects the health, safety, and general welfare of adjacent residential, commercial, and manufacturing uses. The City owns and operates the site for the distribution of potable water, a use that serves and benefits Tualatin. The anticipated WCF co-location would be a minor change to the site, and though most of the area surrounding the site is unincorporated and undeveloped, architectural review (AR) will address compatibility with surrounding properties.

The proposal satisfies those objectives and policies of the Tualatin Development Code (TDC) that are applicable to the proposed use.

The proposal is consistent with plan policies.

Criterion 5 is met.

Based on the application and the above analysis and findings, the Norwood reservoir and WCF conditional use permit (CUP) application meets the criteria of TDC 32.030.



City of Tualatin
18880 SW Martinazzi Avenue
Tualatin, Oregon 97062
Main (503) 692-2000
TDD (503) 692-0574

MEMORANDUM

DATE: September 17, 2008

FROM: Tony Doran
Engineering Associate

TO: Colin Cortes
Assistant Planner

SUBJECT: CUP 08-04, Traffic LOS

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

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

Per the Operations Director, the reservoir generates one vehicle trip a week by City staff with a yearly total of about 60 trips, and a trip by cell tower maintenance workers occurs monthly with a yearly total of about 12 trips.

These trip totals would have a small effect any given day for either AM or PM Peak.

This small additional amount of traffic generated only by City and cell company vehicles provide such a small impact that no public improvements can be justified and given the current LOS, not needed.



STAFF REPORT

CITY OF TUALATIN

Approved By Tualatin City Council
Date: 10-13-08
Recording Secretary M. Smith

TO: Honorable Mayor and Members of the City Council

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

FROM: Daniel J. Boss, Operations Director *[Signature]*
Kathy Kaatz, Program Coordinator - Operations

DATE: October 13, 2008

SUBJECT: RESOLUTION ADOPTING SERVICE LEVEL STANDARDS AND RATES TO ACCOMMODATE A CO-MINGLED CART RECYCLING PROGRAM INSIDE THE CITY OF TUALATIN AND RESCINDING RESOLUTION NO. 4825-08

ISSUE BEFORE THE COUNCIL:

Should Council approve a change in solid waste and recycling service levels by Allied Waste Services to provide residents with a 65-gallon roll-cart container at the rate of \$2.15 per month to collect co-mingled recycling.

RECOMMENDATION:

Staff recommends that Council adopt the attached resolution approving a change in solid waste and recycling service levels by implementing a weekly residential roll-cart recycling service.

EXECUTIVE SUMMARY:

- 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.
- Program will help increase residential waste diversion toward meeting the 65 percent recycling goal set by Metro for 2009.
- Currently, Tualatin residents set out their recycling in two 14-gallon totes that are manually-collected each week by our franchised hauler. The trend over the past five years has been for jurisdictions (including Beaverton, Tigard, Lake Oswego, Sherwood, Forest Grove, and Hillsboro) to switch from manually-collected bins to an automated roll-cart collection for recycling. The cities of Wilsonville and Cornelius will be the only other jurisdictions not providing roll-carts at this time and Wilsonville is expected to present this to their Council in the near future.

- Materials are kept dry. Material Recovery Facility (MRF) equipment sorts dry material more efficiently than wet material. Delivery of dry material to the MRFs may increase the amount of recycling material going to recycling markets.
- Customer convenience. A 2005 survey of Aloha's roll-cart customers and a 2006 survey of Beaverton's customers showed a general satisfaction with the roll-carts.
- Increased capacity. Provides space for the addition of more materials, such as other plastics. Similar implemented roll-cart programs may have resulted in an increase in recycling tonnage in Sherwood (4.0 percent), Tigard (9.4 percent), and Beaverton (8.3 percent).
- The City of Portland began their roll cart-recycling program this past summer. Portland completed a questionnaire regarding their roll-cart program and, of the over 6,000 questionnaires returned, 80%+ were in support of the switch. They are now providing roll-carts for their yard debris, recycling, and solid waste. They have very few complaints regarding the increased service, which also included an increase in rates. Portland recently conducted a pilot study within two neighborhoods and saw an increase of 30% in recycling in those neighborhoods after the switch to the 65-gallon roll-carts. A Portland city representative confirmed that they are not considering returning to the previous manual tote program.
- Safety issues. An automated collection system helps to reduce the frequency and severity of work-related injury to the drivers.
- Replacing the older, manual trucks with new, automated trucks will support the emissions reduction efforts, as recommended through Metro's Diesel Retrofit Program.
- Glass and motor oil will be collected weekly on the same service day as solid waste, co-mingled recycling, and yard debris.

ALTERNATIVES TO RECOMMENDATION:

- As discussed in the work session on August 25, 2008, Council could adopt the recommended program changes implementing a 65-gallon weekly recycling service or provide a 90-gallon weekly or an every other week service for recycling or make no changes to our existing program.

FINANCIAL IMPLICATIONS:

With the recommended proposal, rates will remain competitive with surrounding cities.

Service Level	Current	Recommended
RESIDENTIAL		
20-gallon	\$17.60	\$19.75
35-gallon	20.90	23.05
65-gallon	28.10	30.25

Attachments: A. Resolution
B. Schedule A

RESOLUTION NO. 4837-08

RESOLUTION ADOPTING SERVICE LEVEL STANDARDS AND RATES TO ACCOMMODATE A CO-MINGLED CART RECYCLING PROGRAM INSIDE THE CITY OF TUALATIN AND RESCINDING RESOLUTION 4825-08

WHEREAS the solid waste franchise ordinance requires the City Council to review a franchisee's request for a service level change; and

WHEREAS 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; and residential accounts will continue to keep their two 14-gallon totes for use when recycling glass and oil; and

WHEREAS the estimated increase in residential waste diversion will help meet the 65 percent recycling goal set by Metro for 2009; and.

WHEREAS the proposed service level changes will keep Tualatin's rates competitive with the average cost of service by surrounding cities; and

WHEREAS city staff has analyzed the impact of this proposed service level change 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 date for the residential roll-cart recycling program to occur upon implementation. The service level 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. 4825-08 is rescinded, effective upon implementation with an expected date of February 2009.

INTRODUCED AND ADOPTED this 13th day of October, 2008.

~~CITY OF TUALATIN, OREGON~~

BY _____
Mayor

APPROVED AS TO LEGAL FORM

Brenda L. Braden
CITY ATTORNEY

ATTEST:
BY *[Signature]*
City Recorder

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 13, 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 one 65-gallon roll-cart container and 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 un-compacted, 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)
21-29-yard	\$96.85	\$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)
Metal tote	\$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 un-compacted, 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.



STAFF REPORT CITY OF TUALATIN

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager 

FROM: Brenda Braden, City Attorney 

DATE: October 13, 2008

SUBJECT: AN ORDINANCE 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:

Whether to approve an ordinance that would rename SW Ottawa 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.

RECOMMENDATION:

Staff recommends the City Council approve the ordinance granting the name changes.

EXECUTIVE SUMMARY:

On September 22, 2008, the City Council approved the City Engineer's recommendation to rename SW Ottawa 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. At the close of the public hearing, Council approved the Staff Report by a vote of 6-0 with Councilor Barhyte absent, and directed Staff to bring back an ordinance adopting the street name changes.

FINANCIAL IMPLICATIONS:

The Notice of Publication was published once in *The Oregonian* per the requirements of ORS 227.120. The approximate cost was \$450.

Staff Report – Street Renaming
October 13, 2008
Page 2 of 2

Attachments:

- A. Ordinance
- B. Exhibit A – Affidavit of Publication
- C. Exhibit B – Staff Report dated September 22, 2008

ORDINANCE NO. 1270-08

AN ORDINANCE 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.

WHEREAS on September 8, 2008, the City Council approved the City Engineer's recommendation for a public hearing to rename SW Ottawa 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; and

WHEREAS based upon Council approval of the City Engineer's recommendation, a notice of public hearing was given as required under the Tualatin Community Plan by publication on September 16, 2008, in the Oregonian, a newspaper of general circulation within the City which is evidenced by the Affidavit of Publication marked "Exhibit A," attached and incorporated by this reference; and

WHEREAS the Council conducted a public hearing on September 22, 2008, and heard and considered the testimony and evidence presented by the City staff and those appearing at the public hearing; and

WHEREAS after the conclusion of the public hearing the Council vote resulted in approval of the recommendation [6-0], with Councilor Barhyte absent; and

WHEREAS based upon the evidence and testimony heard and considered by the Council and especially the City staff report dated September 22, 2008, the Council makes and adopts as its Findings of Fact the findings and analysis in the staff report, which is marked "Exhibit B," attached and incorporated by this reference; and

WHEREAS based upon the foregoing Findings of Fact, the City finds that it is in the best interest of the residents and inhabitants of the City and the public interest will be served by adopting the street name changes and the new street names at this time; and the street names conform to the Tualatin Community Plan.

THE CITY OF TUALATIN ORDAINS AS FOLLOWS:

Section 1. SW Ottawa Street in the Imperial Estates subdivision (platted in 1983) shall be renamed **SW Ottawa Street** (to match the portion of street in the Sandhurst subdivision, platted in 1977).

Section 2. The unnamed street between Martinazzi Avenue and Boones Ferry Road shall be named **SW Warm Springs Street** (constructed by City in 1984 but not named).

Section 3. The unnamed street between Warm Springs Street and the southerly boundary of Tonka Street shall be named **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).

Section 4. The unnamed street between Herman Road and the northerly boundary of the cul-de-sac right-of-way shall be named **SW 119th Avenue** (developer started construction in 1985, City authorized stop signs in 1990).

After the September 8, 2008, Council meeting a question was raised regarding the street designation of the cul-de-sac. The City's naming policy on new streets would require this street to be named 119th Place. However, since this street was constructed before the City's naming policy was in effect and the businesses that are there would be impacted by a street name change, it is recommended that the current "Avenue" designation remain.

Section 5. The unnamed street between Cipole Road and the westerly boundary of the Herman Road Business Center subdivision shall be named **SW Cummins Street** (this right-of-way is currently unimproved).

Section 6. Quarry Access Road, in the Herman Road Business Center subdivision, shall be renamed **SW Cummins Street** (this right-of-way is currently unimproved).

Section 7. A portion of the unnamed street between 108th Avenue and the easterly boundary of the Leveton Business Campus subdivision shall be named **SW Leveton Drive** (constructed by City in 1990 but not named).

Section 8. A portion of the unnamed street between Herman Road and the southerly boundary of Partition #1993-098 shall be named **SW 118th Avenue** (constructed by City in 1990 but not named).

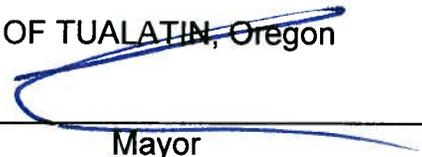
Section 9. A portion of the unnamed street between the southerly boundary of Partition #1993-098 and Herman Road shall be named **SW 124th Avenue** (Washington County transferred jurisdiction of this unnamed section by R&O #85-233).

Section 10. The City Recorder is directed to file a certified copy of this ordinance with the Washington County Clerk, the Washington County Assessor and the Washington County Surveyor.

INTRODUCED AND ADOPTED THIS 13th day of October, 2008.

CITY OF TUALATIN, Oregon

BY



Mayor

ATTEST

BY



City Recorder

APPROVED AS TO LEGAL FORM



CITY ATTORNEY

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

The Oregonian

EST. 1850

Practically Indispensable.

1320 SW Broadway, Portland, OR 97201-3499

P. NGUYEN

Affidavit of Publication

I, _____, duly sworn depose and say that I am the Principal Clerk Of The Publisher of The Oregonian, a newspaper of general circulation, as defined by ORS 193.010 and 193.020, published in the city of Portland, in Multnomah County, Oregon; that the advertisement, (the printed text of which is shown below or shown in the attached tear sheet) was published without interruption in the entire and regular issue The Oregonian or the issue on the following dates:

9/16/2008



Pauline M. Nguyen
Principal Clerk of the Publisher:
9-17-08

Subscribed and sworn to before me this date:

Rebecca Seid

Notary:

Ad Order Number: 0002642655

NOTICE OF HEARING - CITY OF TUALATIN, OREGON NOTICE IS HEREBY GIVEN that a public hearing will be held before the City Council of the City of Tualatin, Oregon commencing at 7:30 p.m. on Monday, September 22, 2008, at the Council Building, Tualatin City Center, 18880 SW Martinazzi Avenue, Tualatin, Oregon, to hear and consider:

· Renaming **SW Ottawa Street**, between SW 69th Street and the westerly boundary of the Sandhurst plat, to SW Ottawa Street
· Renaming an unnamed street, between SW Martinazzi Avenue and SW Boones Ferry Road, to **SW Warm Springs Street**
· Renaming an unnamed street, between SW Warm Springs Street and the southerly boundary of SW Tonka Street, to **SW Tonka Street**
· Renaming an unnamed street, between SW Herman Road and the northerly boundary of the cul-de-sac, to **SW 119th Avenue**
· Rename an unnamed street, between SW Cipole Road and the westerly boundary of the Herman Road Business Center plat, **SW Cummins Street**
· Rename Quarry Access Road, in the Herman Road Business Center plat, to **SW Cummins Street**
· Renaming a portion of an unnamed street, between SW 108th Avenue and the easterly boundary of Leveton Business Campus plat, to **SW Leveton Drive**
· Renaming a portion of an unnamed street, between SW Herman Road and the southerly boundary of Partition #1993-098, to **SW 118th Avenue**
· Renaming a portion of an unnamed street, between the southerly boundary of Partition # 1993-098 and Herman Road, **SW 124th Avenue**

All citizens are invited to attend and be heard upon the proposed action. Individuals wishing to comment in writing must do so prior to the hearing or present written or oral testimony to the City Council at the hearing. All documents and evidence, applicable criteria, and the City staff report will be available for inspection at no cost at least seven days prior to the hearing and will be provided at reasonable cost upon request. Arrangements can be made to provide these materials in alternative formats, such as large type or audiocassette tape. For information, contact Claudia Harris, Engineering & Building Department, at 503 691-3032 (voice) or 692-0574 (Text Telephone) no later than 24 hours prior to the meeting. The City will also upon request endeavor to arrange for a qualified sign language interpreter for persons with speech or hearing impairments. Since these services must be scheduled with outside service providers, it is important to allow as much lead time as possible. Please notify the City of your need by 5:00 p.m. two working days prior to the meeting date (same phone numbers as listed above). CITY OF TUALATIN, OREGON By: Sherilyn Lombos City Recorder

EXHIBIT A



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 *MAK*

DATE: September 22, 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 is a public hearing to accept testimony on the proposed renaming of the listed streets. The Council initiated this item on September 8, 2008.

RECOMMENDATION:

Staff recommends Council accept public testimony on this matter and direct the preparation of an ordinance renaming:

- SW Ottawa 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
 - SW 124th Avenue

EXECUTIVE SUMMARY:

- The proposed street renamings are a housekeeping item to get the official street names to match up with the commonly used street names.

EXHIBIT B

- 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 public hearing and resulting ordinance will officially name the streets listed below.
- 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).

After the September 8 Council meeting, a question was raised regarding the street designation of the cul-de-sac. The City's naming policy on new streets would require this street to be named 119th Place; however:

- < since this street was constructed before the City's naming policy was in effect, and
 - < since the businesses that are there would be impacted by a street name change,
 - < it is recommended that the current "Avenue" designation remain.
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:

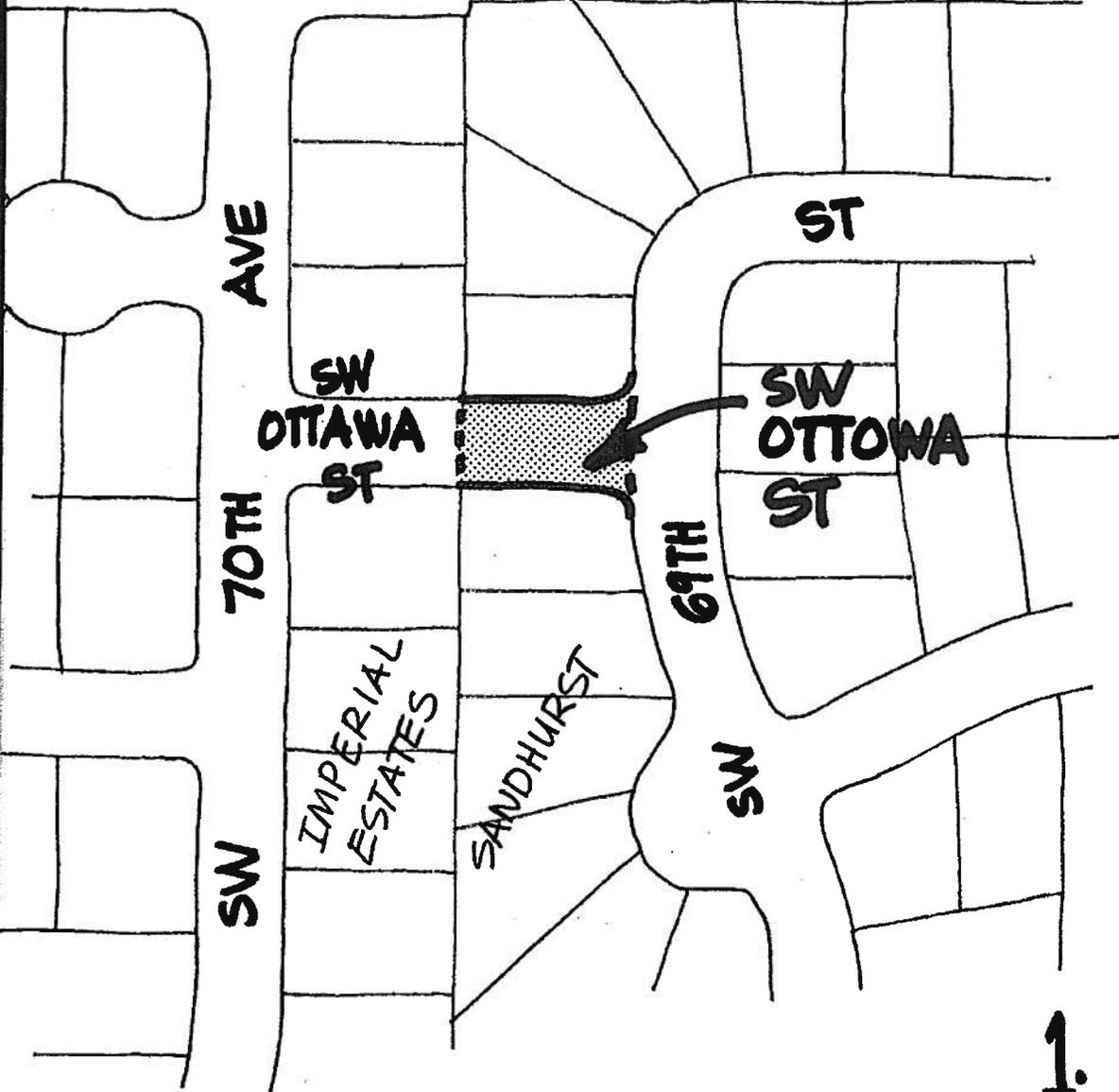
A notice of public hearing was published in *The Oregonian* on September 16, 2008 per the requirements of ORS 227.120. The cost is approximately \$450.

- Attachments:**
- A. Maps
 - B. Notice of Hearing
 - C. September 8, 2008 Staff Report

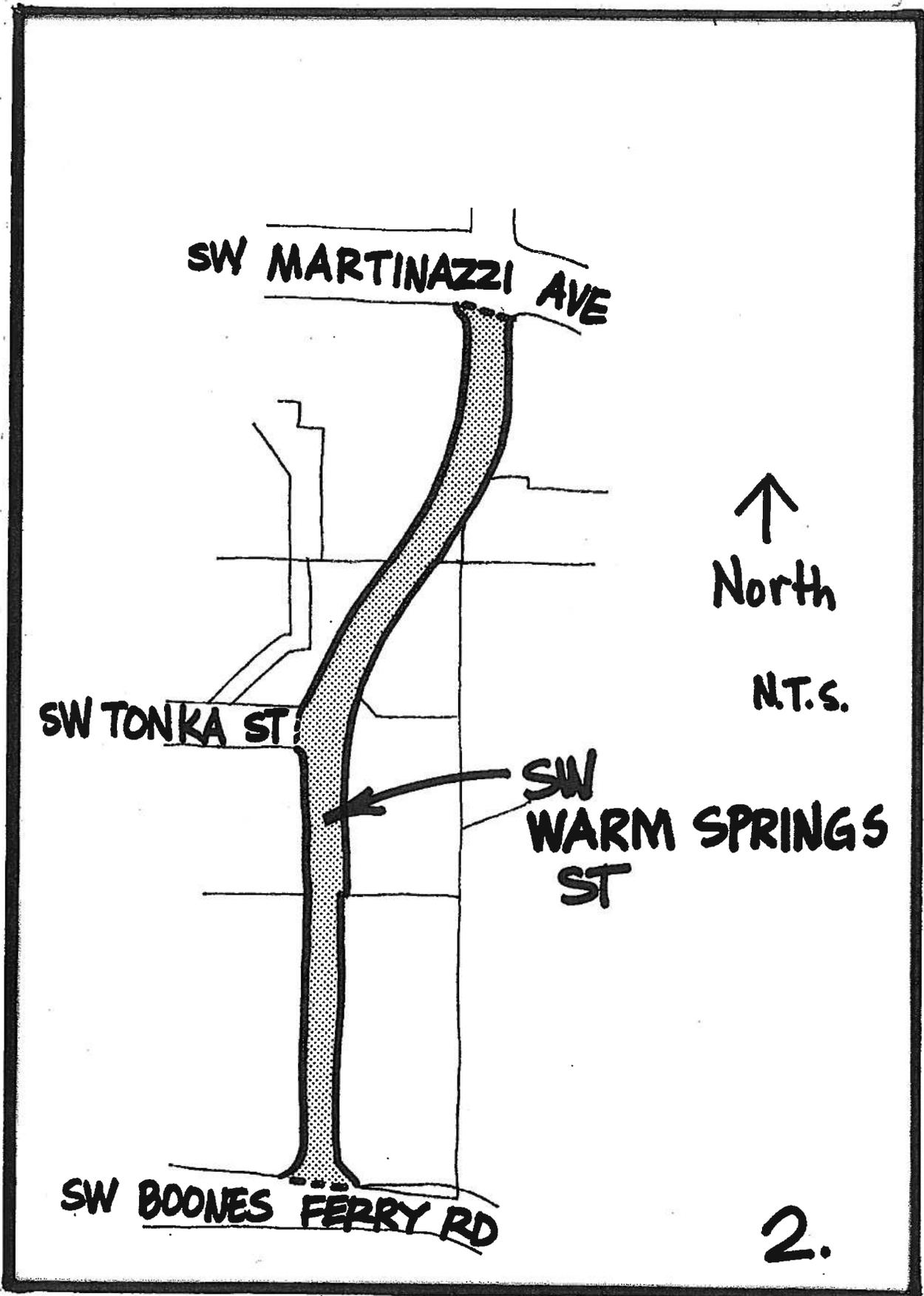


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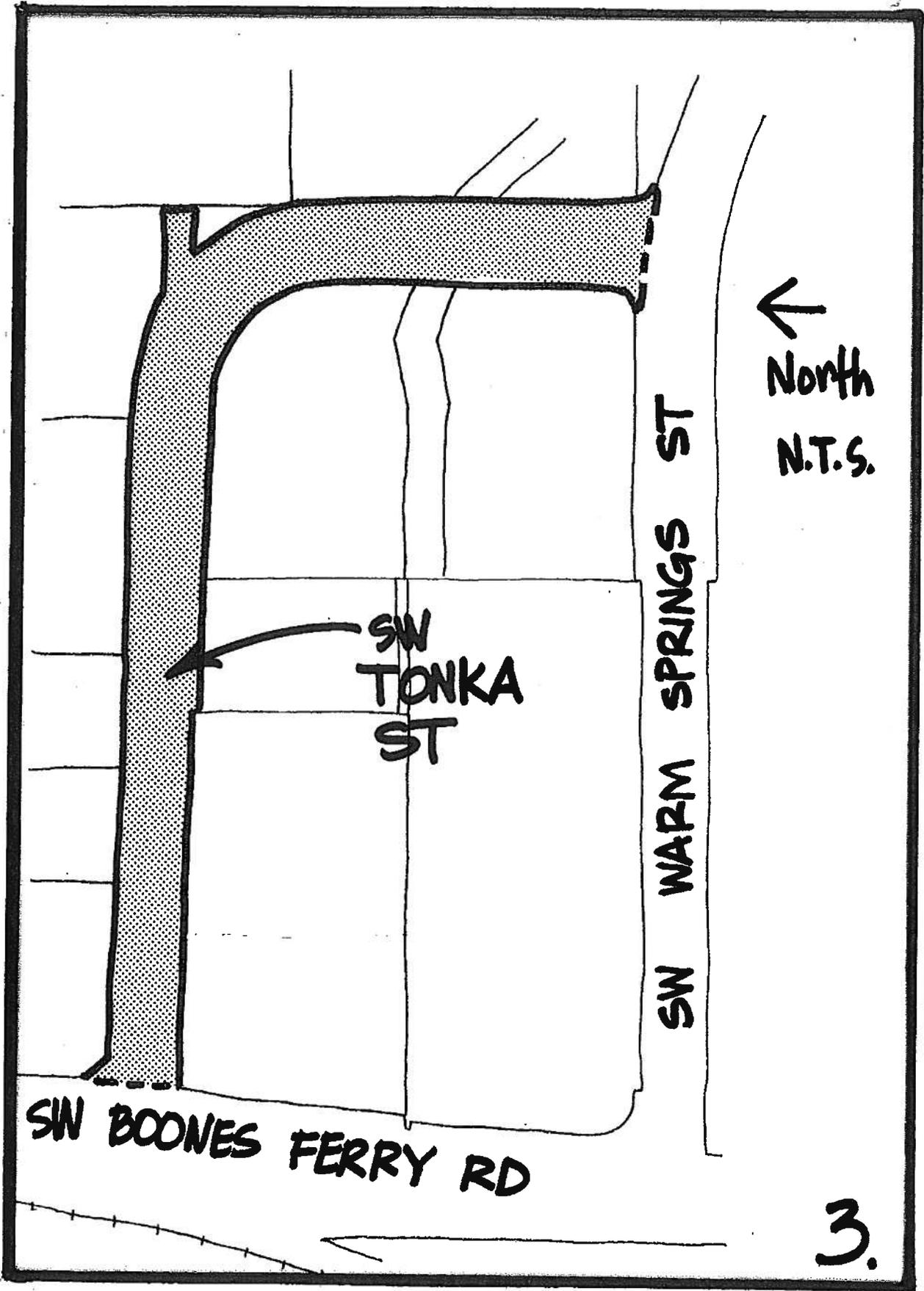
SW SAGERT ST



1.



2.



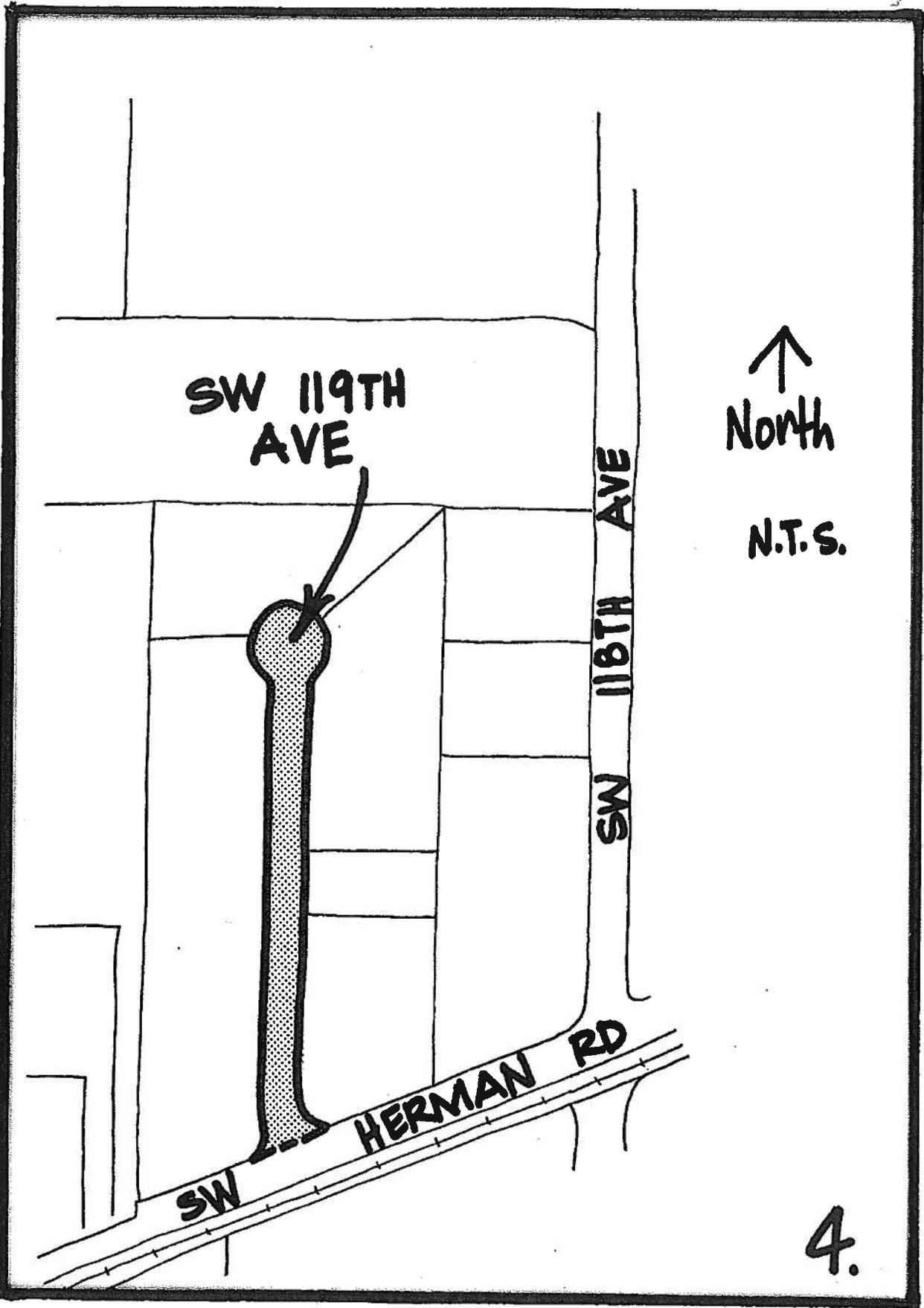
←
North
N.T.S.

SW
TONKA
ST

SW WARM SPRINGS ST

SW BOONES FERRY RD

3.



SW 119TH
AVE

SW 118TH AVE

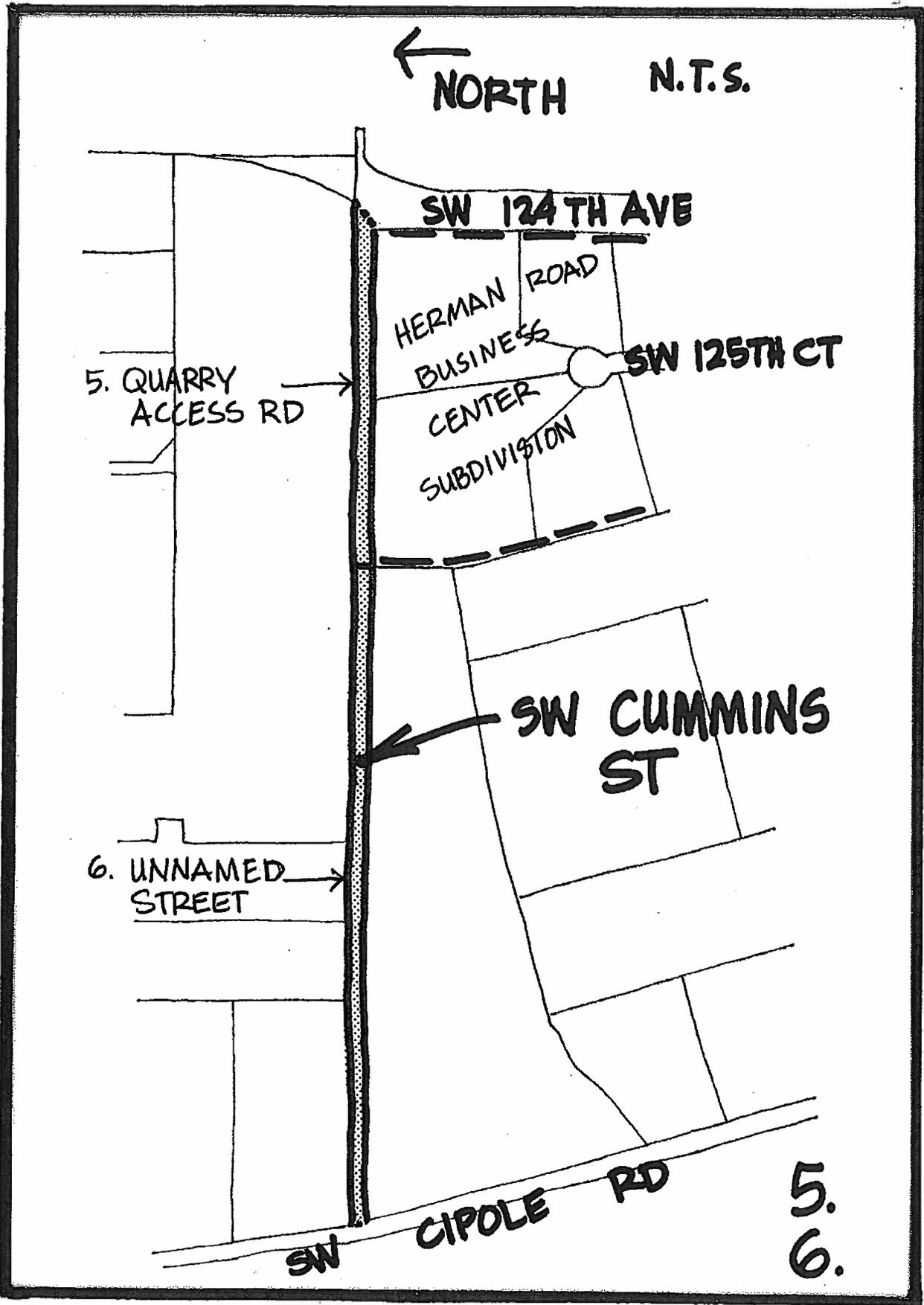
SW HERMAN RD

↑
North

N.T.S.

4.

← NORTH N.T.S.



5. QUARRY ACCESS RD

SW 124TH AVE

HERMAN ROAD

BUSINESS CENTER SUBDIVISION

SW 125TH CT

SW CUMMINS ST

6. UNNAMED STREET

SW CIPOLETTI RD

5.
6.

SW 108TH AVE



NORTH

N.T.S.

SW
LEVETON
DR

SW 118TH
AVE

LEVETON
BUSINESS
CAMPUS
SUBDIVISION

7.

↑
NORTH

N.T.S.

PARTITION

1993-098

SW 118TH AVE

SW 118TH AVE

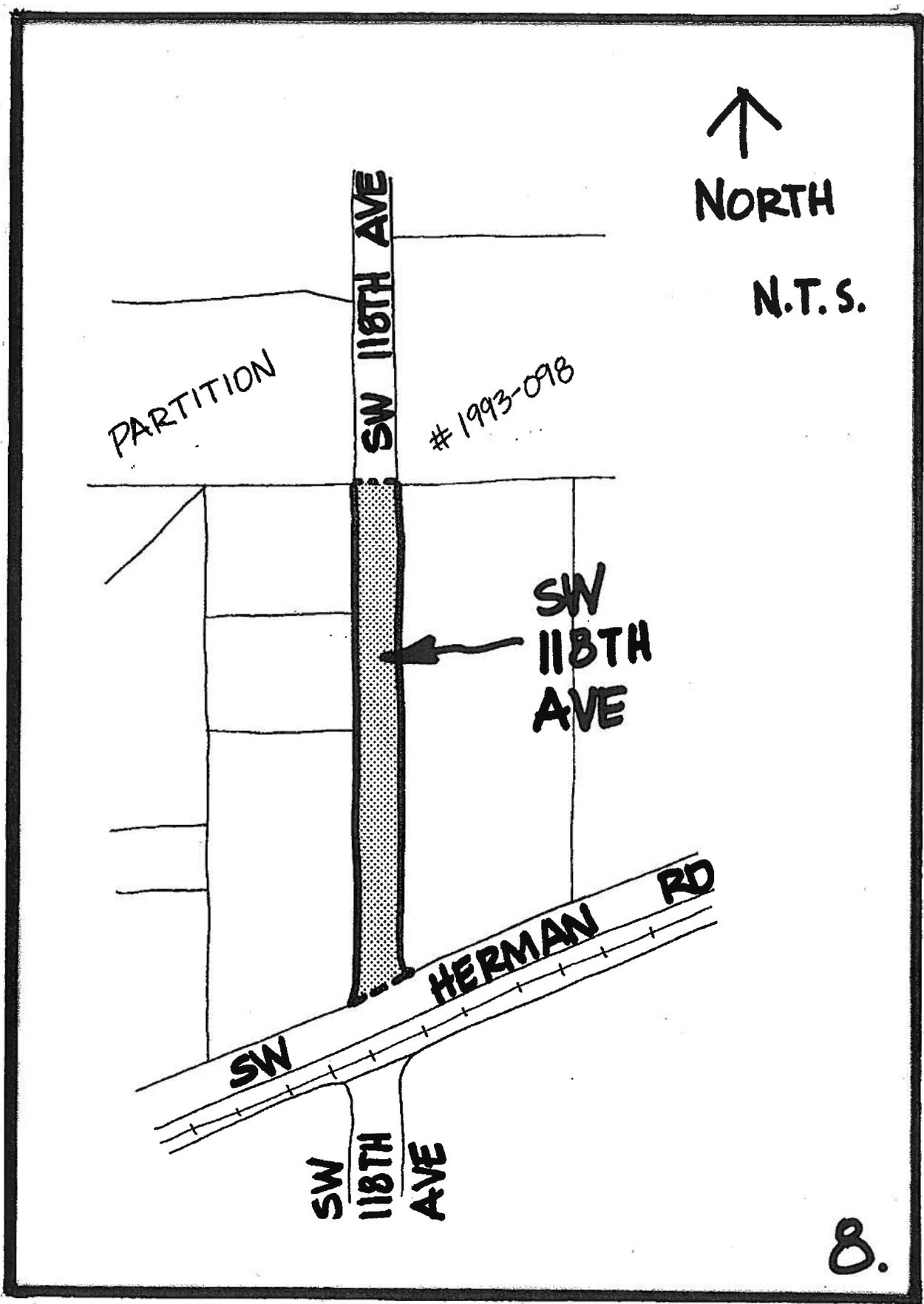


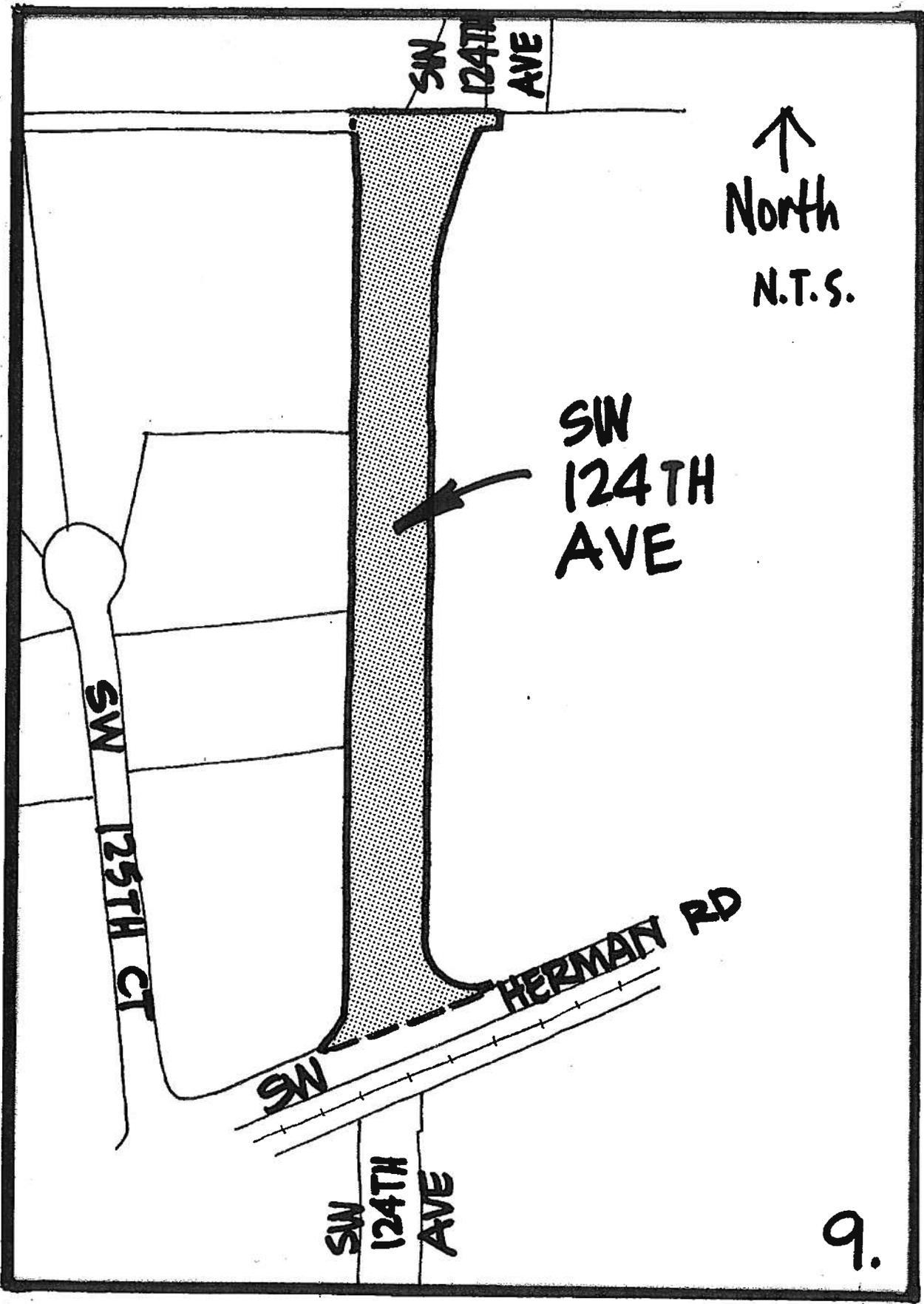
HERMAN RD

SW

SW 118TH AVE

8.





↑
North
N.T.S.

SW
124TH
AVE

SW
125TH
CT

SW
HERMAN RD

SW
124TH
AVE

9.

NOTICE OF HEARING

CITY OF TUALATIN, OREGON

NOTICE IS HEREBY GIVEN that a public hearing will be held before the City Council of the City of Tualatin, Oregon commencing at 7:30 p.m. on Monday, September 22, 2008, at the Council Building, Tualatin City Center, 18880 SW Martinazzi Avenue, Tualatin, Oregon, to hear and consider:

- Renaming SW Ottawa Street, between SW 69th Street and the westerly boundary of the Sandhurst plat, to **SW Ottawa Street**
- Renaming an unnamed street, between SW Martinazzi Avenue and SW Boones Ferry Road, to **SW Warm Springs Street**
- Renaming an unnamed street, between SW Warm Springs Street and the southerly boundary of SW Tonka Street, to **SW Tonka Street**
- Renaming an unnamed street, between SW Herman Road and the northerly boundary of the cul-de-sac, to **SW 119th Avenue**
- Rename an unnamed street, between SW Cipole Road and the westerly boundary of the Herman Road Business Center plat, **SW Cummins Street**
- Rename Quarry Access Road, in the Herman Road Business Center plat, to **SW Cummins Street**
- Renaming a portion of an unnamed street, between SW 108th Avenue and the easterly boundary of Leveton Business Campus plat, to **SW Leveton Drive**
- Renaming a portion of an unnamed street, between SW Herman Road and the southerly boundary of Partition #1993-098, to **SW 118th Avenue**
- Renaming a portion of an unnamed street, between the southerly boundary of Partition # 1993-098 and Herman Road, **SW 124th Avenue**

All citizens are invited to attend and be heard upon the proposed action. Individuals wishing to comment in writing must do so prior to the hearing or present written or oral testimony to the City Council at the hearing.

All documents and evidence, applicable criteria, and the City staff report will be available for inspection at no cost at least seven days prior to the hearing and will be provided at reasonable cost upon request. Arrangements can be made to provide these materials in alternative formats, such as large type or audiocassette tape. For information, contact Claudia Harris, Engineering & Building Department, at 503 691-3032 (voice) or 692-0574 (Text Telephone) no later than 24 hours prior to the meeting.

The City will also upon request endeavor to arrange for a qualified sign language interpreter for persons with speech or hearing impairments. Since these services must be scheduled with outside service providers, it is important to allow as much lead time as possible. Please notify the City of your need by 5:00 p.m. two working days prior to the meeting date (same phone numbers as listed above).

CITY OF TUALATIN, OREGON
By: Sherilyn Lombos
City Recorder

NOTICE TO *THE OREGONIAN*: Please publish on September 16, 2008.
(Do not publish in *Food Day*.)



STAFF REPORT CITY OF TUALATIN

Approved By Tualatin City Council

Date 9-8-08

Recording Secretary *M. Smith*

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