



A. CALL TO ORDER

B. PRESENTATIONS, ANNOUNCEMENTS, SPECIAL REPORTS

C. CITIZEN COMMENTS

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

D. CONSENT AGENDA (Item No. 1 - 3)

Page No.

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

1. Approval of Minutes of the Work Session and Meeting of November 23, 2009
2. Resolution No. 581-09 Authorizing Compensation for Rights-of-Way and Easements.....
Associated with the SW Leveton Drive Extension Project
(3 – Grimm Brothers, LLC)
3. Resolution No. 582-09 Approving an Intergovernmental Agreement Related to.....
Financing WES Train Horn Noise Mitigation

E-F. PUBLIC HEARINGS

None.

G. GENERAL BUSINESS

None.

H. ITEMS REMOVED FROM CONSENT AGENDA

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

I. COMMUNICATIONS FROM COMMISSIONERS

J. EXECUTIVE SESSION

K. ADJOURNMENT



Approved by Tualatin
Development Commission
Date 12-14-09
Recording Sec MSM

STAFF REPORT

TUALATIN DEVELOPMENT COMMISSION

TO: Honorable Chairman and Members of the Commission

FROM: Sherilyn Lombos, Administrator

DATE: December 14, 2009

SUBJECT: APPROVAL OF THE MINUTES FOR THE WORK SESSION AND MEETING OF NOVEMBER 23, 2009

ISSUE BEFORE THE COMMISSION:

The issue before the Commission is to approve the minutes for the work session and meeting of November 23, 2009.

RECOMMENDATION:

Staff respectfully recommends that the Commission adopt the attached minutes.

FINANCIAL IMPLICATIONS:

There are no financial impacts associated with this item.

Attachments: Minutes

TUALATIN DEVELOPMENT COMMISSION

18880 S.W. MARTINAZZI AVENUE
TUALATIN, OR 97062-7092

503 / 692-2000

Approved by Tualatin
Development Commission
Date 12-14-09
Recording Sec M. Smith



TUALATIN DEVELOPMENT COMMISSION WORK SESSION MINUTES OF NOVEMBER 23, 2009

PRESENT: Chairman Lou Ogden; Commissioners Chris Barhyte, Monique Beikman, Joelle Davis, Jay Harris, Donna Maddux, and Ed Truax; Sherilyn Lombos, Administrator, Mike McKillip, City Engineer; Brenda Braden, City Attorney; Kent Barker, Police Chief; Dan Boss, Operations Director; Maureen Smith, Recording Secretary

ABSENT: None.

A. CALL TO ORDER

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

B. PRESENTATIONS, ANNOUNCEMENTS, SPECIAL REPORTS – N/A

C. CITIZEN COMMENTS – N/A

D. CONSENT AGENDA

No changes to the Consent Agenda were made by the Commission.

E-F. PUBLIC HEARINGS – N/A

G. GENERAL BUSINESS – N/A

H. ITEMS REMOVED FROM CONSENT AGENDA – N/A

I. COMMUNICATIONS FROM COMMISSIONERS

None.

J. EXECUTIVE SESSION

None.

K. ADJOURNMENT

The work session adjourned at 5:04 p.m.

Sherilyn Lombos, Administrator

Recording Secretary

Maureen Smith

TUALATIN DEVELOPMENT COMMISSION

18880 S.W. MARTINAZZI AVENUE
TUALATIN, OR 97062-7092

503 / 692-2000

Approved by Tualatin
Development Commission
Date 12-14-09
Recording Sec ll Smith



TUALATIN DEVELOPMENT COMMISSION MEETING MINUTES OF NOVEMBER 23, 2009

PRESENT: Chairman Lou Ogden; Commissioners Chris Barhyte, Monique Beikman, Joelle Davis, Jay Harris, Donna Maddux, and Ed Truax; Sherilyn Lombos, Administrator; Mike McKillip, City Engineer; Doug Rux, Community Development Director; Brenda Braden, City Attorney; Maureen Smith, Recording Secretary

ABSENT: None.

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

A. CALL TO ORDER

Chairman Ogden called the meeting to order at 8:45 p.m.

B. PRESENTATIONS, ANNOUNCEMENTS, SPECIAL REPORTS

None.

C. CITIZEN COMMENTS

None.

D. CONSENT AGENDA

MOTION by Commissioner Barhyte, SECONDED by Commissioner Maddux to adopt the Consent Agenda as read:

1. Approval of Minutes of the Work Session and Meetings of November 9, 2009
2. Resolution No. 579-09 Authorizing Compensation for Right-of-Way, Easements and Business Relocation Associated with the SW Leveton Drive Extension Project (L & T Properties, LLC)
3. Resolution No. 580-09 Authorizing a Revocable Permit for Wall Signs on the Seneca Building Tualatin Development Commission Property (Core Area Parking District "White Lot")

MOTION CARRIED.

E-F. PUBLIC HEARINGS

None.

G. GENERAL BUSINESS

None.

H. ITEMS REMOVED FROM CONSENT AGENDA

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

I. COMMUNICATIONS FROM COMMISSIONERS

None.

J. EXECUTIVE SESSION

None.

K. ADJOURNMENT

MOTION by Commissioner Barhyte, SECONDED by Commissioner Truax to adjourn the meeting at 8:47 p.m. MOTION CARRIED.

Sherilyn Lombos, Administrator

Recording Secretary 



Approved by Tualatin
Development Commission
Date 12-14-09
Recording Sec. *U. Smith*

STAFF REPORT

TUALATIN DEVELOPMENT COMMISSION

TO: Honorable Chairman and Members of the Commission

THROUGH: Sherilyn Lombos, Administrator *SL*

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

DATE: December 14, 2009

SUBJECT: RESOLUTION AUTHORIZING COMPENSATION FOR RIGHTS-OF-WAY AND EASEMENTS ASSOCIATED WITH THE SW LEVETON DRIVE EXTENSION PROJECT (3 - GRIMM BROTHERS, LLC)

ISSUE BEFORE THE COMMISSION:

Whether the Tualatin Development Commission should adopt a resolution authorizing compensation for Rights-of-Way, Temporary Construction Easements and Slope/Utility Easements as part of the SW Leveton Drive Extension Project.

RECOMMENDATION:

Staff recommends that the Commission adopt the attached resolution.

EXECUTIVE SUMMARY:

- This action is not a public hearing.
- The Fiscal Year 09/10 Leveton Tax Increment District Project Fund contains a capital project to design roadway improvements, and acquire rights-of-way and easements for the SW Leveton Drive Extension Project.
- The project will occur in two phases and are described as follows:
 - The first phase consists of the extension of Leveton Drive to SW 130th Avenue then construction of SW 130th Avenue to Highway 99W.
 - The second phase consists of the construction of SW 128th Avenue to the future Cummins Drive.
- The project area extends west from SW 128th Avenue to SW 130th Avenue then northerly to Highway 99W (Attachment A).
- Improvements include a 3-lane roadway, 6' sidewalks on both sides of the roadway, location of utilities, street signs, turn lanes, intersection improvements, storm drainage system, sewer, installation of curb and gutter, planter strip (landscaping) with irrigation, street trees, water quality tracts, and wetland mitigation.

- The primary purpose of constructing the roadway is to better facilitate freight mobility and industrial traffic flow within the District.
- As part of the project, rights-of-way acquisition, slope/utility and temporary easements have been identified.
- Once the Commission authorizes the compensation for the rights-of-way and easements, the Deed of Dedications and Slope/Public Utility Easements will be forwarded to the City Council for acceptance.
- The Tualatin Development Commission accepts the Temporary Construction Easements.
- The right-of-way and easements are necessary for construction of the street improvement project and address the following properties:
 - 3 - Grimm Brothers, LLC
- There are additional Rights-of-Way, Slope/Public Utility Easements and Temporary Construction Easements that will be forwarded to the Commission for authorization of compensation and to the City Council for acceptance upon completion of negotiations with property owners within the project construction limits.
- Before proceeding with the next stage of this project, the Commission needs to authorize the resolution to authorize compensation for rights-of-way and easements.
- There are no criteria to apply to this request.

OUTCOMES OF DECISION:

Approval of the request to authorize compensation for rights-of-way and easements will result in the following:

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

Denial of the request to authorize compensation for rights-of-way and easements will result in the following:

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

ALTERNATIVES TO RECOMMENDATION:

Alternatives evaluated to authorizing compensation for rights-of-way and easements are as follows:

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

STAFF REPORT: Compensation for Rights-of-Way and Easements

December 14, 2009

Page 3 of 3

FINANCIAL IMPLICATIONS:

The agreed upon compensation is \$203,564 for Rights-of-Way, \$3,821 for Slope/Utility Easements, \$11,215 for Temporary Construction Easements and is within the amount budgeted for the project (\$2,200,000) for FY 09/10. The amount is also the same as the appraised value.

PUBLIC INVOLVEMENT:

Public involvement is not required as part of this action.

Attachments:

- A. Vicinity Map
- B. Rights-of-Way and Slope/Utility Easements Map
- C. Resolution with Exhibits



Attachment A

This map is derived from various digital data sources. While every effort has been made to ensure the accuracy of the map, the City of Tualsis, OR assumes no responsibility or liability for any errors or omissions in this information. This map is provided for informational purposes only. Engineering and Building Dept. Printed 10/17/2007

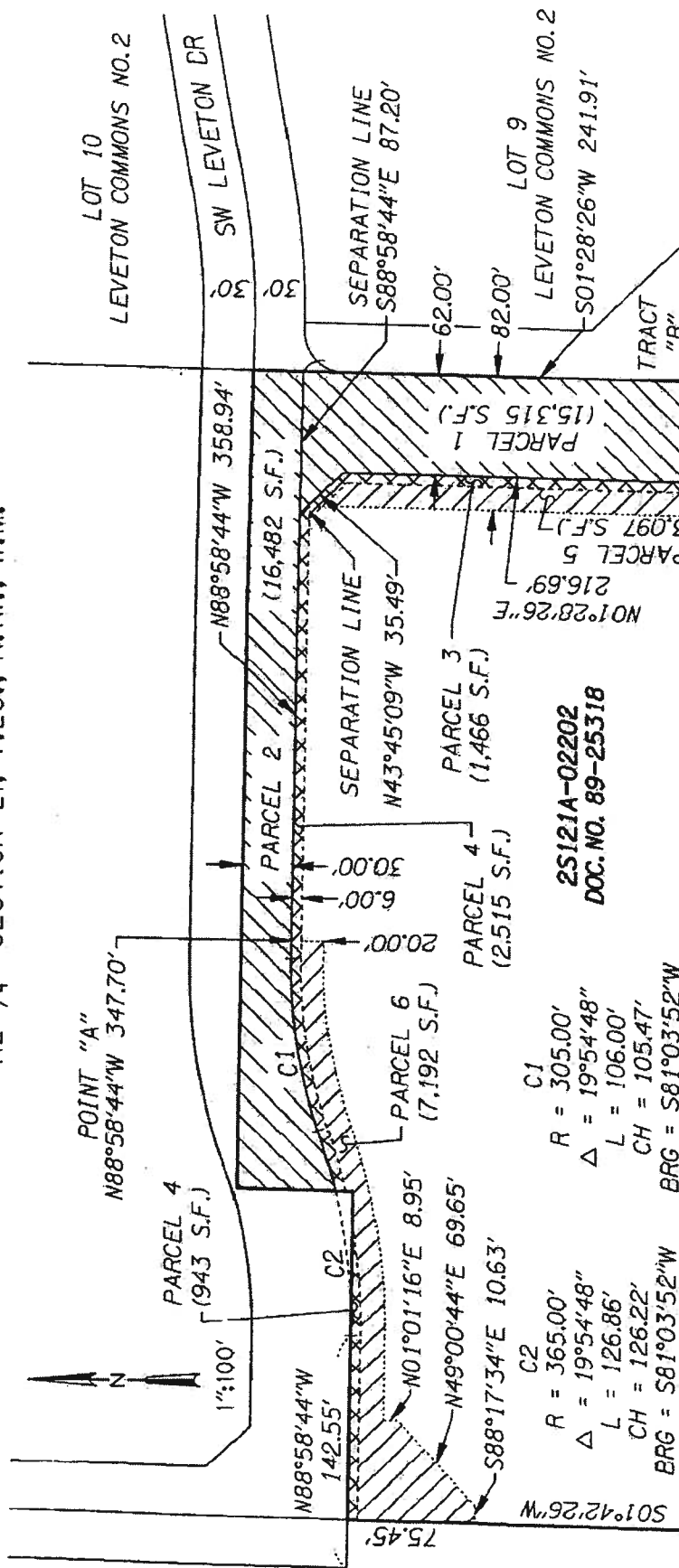


RF 1:4,500

Leveton Tax Increment District

EXHIBIT B

ACQUISITION MAP
TUALATIN DEVELOPMENT COMMISSION
NE 1/4 SECTION 21, T.2S., R.1W., W.M.



PARCEL 1
ROW DEDICATION
AREA = 15,315 S.F. ±

PARCEL 2
ROW DEDICATION
AREA = 16,482 S.F. ±

PARCEL 3
PERMANENT SLOPE & UTILITY EASEMENT
AREA = 1,466 S.F. ±

PARCEL 4
PERMANENT SLOPE & UTILITY EASEMENT
AREA = 3,458 S.F. ±

PARCEL 5 - TEMPORARY CONSTRUCTION EASEMENT
AREA = 3,097 S.F. ±

PARCEL 6
TEMPORARY CONSTRUCTION EASEMENT
AREA = 7,192 S.F. ±

N88°58'37"W 62.00' E. 1/4 CORNER SEC. 21

N88°58'37"W 678.90' SEC. 22

N01°28'26"E 529.58'

SW LEVETON DRIVE EXTENSION PROJECT
PAGE 1 OF 1
JANUARY 2, 2009
REVISED JANUARY 14, 2009

CH2MHILL

RESOLUTION NO. 581-09

RESOLUTION AUTHORIZING COMPENSATION FOR
RIGHT-OF-WAY AND EASEMENTS ASSOCIATED WITH
THE SW LEVETON DRIVE EXTENSION PROJECT
(3 – GRIMM BROTHERS, LLC)

BE IT RESOLVED BY THE TUALATIN DEVELOPMENT COMMISSION, THE
URBAN RENEWAL AGENCY OF THE CITY OF TUALATIN, OREGON, that:

Section 1. The following compensation be paid for Right-of-Way and Easements
associated with the SW Leveton Drive Extension Project:

- a. Deed of Dedication from:
 - i. 3 – Grimm Brothers, LLC - \$203,564
- b. Slope/Public Utility Easement from
 - i. 3 – Grimm Brothers, LLC - \$3,821
- c. Temporary Construction Easement from
 - i. 3 – Grimm Brothers, LLC - \$11,215

Section 2. The attached document (Exhibit 1) is accepted by the Tualatin Development
Commission, the Urban Renewal Agency of the City of Tualatin:

- a. Temporary Construction Easement from 3 – Grimm Brothers, LLC.

INTRODUCED AND ADOPTED this 14th day of December, 2009.

TUALATIN DEVELOPMENT COMMISSION,
the urban renewal agency of the City of
Tualatin, Oregon

By

Chairman

APPROVED AS TO LEGAL FORM

Brenda L. Brader

CITY ATTORNEY

ATTEST:

By

Administrator

Resolution No. 581-09



CITY OF TUALATIN, OREGON

TEMPORARY CONSTRUCTION EASEMENT

Rodney D. Grimm, who took title as Rodney G. Grimm, Jeffrey D. Grimm, Mark D. Grimm and Daniel F. Grimm, Grantor, in consideration of the sum of **Eleven Thousand Two Hundred Fifteen and No/100 Dollars (\$11,215.00)** and other good and valuable consideration, more specifically described in the attached Letter of Agreement, hereby grants unto the Tualatin Development Commission, Grantee, its successors and assigns, a temporary easement and right-of-entry for the purpose of constructing street improvements on real property located in Washington County, State of Oregon, that is more particularly described as follows:

*See Parcel 5 and Parcel 6 of Exhibits A and B, attached hereto
and by this reference made a part of this document*


This easement shall become effective from the date signed below and shall continue for a period of two years or until completion of the project whichever is earlier, for the purpose above described.

Subject to the limitations and conditions of the Oregon Constitution and ORS 30.260 to 30.300, the Grantee agrees to indemnify Grantor from all claims made for injury to person or property caused by Grantee's negligence during the actual use by Grantee of the property for any of the above described purposes.

The Grantee shall have the right at any time during the easement period to enter upon the above described real property for the purpose hereinabove mentioned. In connection therewith, Grantee may remove any trees, shrubs, or other materials necessary or convenient to accomplish said purposes. Grantee shall repair any damage to the property caused by Grantee's use for the purpose above described and shall restore the property.

By:  9/9/09
Date

By:  9-9-09
Date

By:  9-9-09
Date


By:  9-9-09
Date

EXHIBIT A

Tualatin Development Commission
SW Leveton Drive Extension Project
January 2, 2009
Revised January 14, 2009

Rodney G. Grimm, Jeffery D. Grimm, Mark
D. Grimm, and Daniel F. Grimm
Assessor No. 2S 1 21A 002202
Doc. No. 89-25318

Parcel 1 – Right-of-Way Dedication

A portion of that property conveyed to Rodney G. Grimm, Jeffery D. Grimm, Mark D. Grimm, and Daniel F. Grimm by Warranty Deed recorded as Document No. 89-25318, Washington County Deed Records, located in the northeast quarter of Section 21, Township 2 South, Range 1 West of the Willamette Meridian, in the City of Tualatin, Washington County, Oregon, being more particularly described as follows:

BEGINNING at a point on the south line of said Grimm property that bears N88°58'37"W 678.90 feet and N01°28'26"E 529.58 feet from a 3-1/4 inch diameter aluminum disk marking the east quarter corner of said Section 21; thence N01°28'26"E, along a line parallel with and 62.00 feet west, when measured at right angles, of the east line of said Grimm property, 216.69 feet to an angle point; thence N43°45'09"W 35.49 feet to a point lying 30.00 feet south, when measured at right angles, of the north line of said Grimm property, said point being the westerly end of the line separating Parcels 1 and 2; thence S88°58'44"E along said line 87.20 feet to the east line of said Grimm property; thence S01°28'26"W along said east line 241.91 feet to the southeast corner of said Grimm property; thence N88°58'37"W along the south line of said Grimm property 62.00 feet to the **POINT OF BEGINNING**.

Bearings are based Survey No. 31065, Washington County Survey Records.

Parcel 1 applies contains 0.35 acre (15,315 square feet), more or less.

EXHIBIT A

Tualatin Development Commission
SW Leveton Drive Extension Project
January 2, 2009
Revised January 14, 2009

Rodney G. Grimm, Jeffery D. Grimm, Mark
D. Grimm, and Daniel F. Grimm
Assessor No. 2S 1 21A 002202
Doc. No. 89-25318

Parcel 2 – Right-of-Way Dedication

All that portion of said Grimm property lying north of the following described line:

BEGINNING at the easterly end of the line separating Parcels 1 and 2, as described in Parcel 1; thence N88°58'44"W along said separation line and its westerly extension 358.94 feet (passing Point "A" at 347.70 feet) to the point of curvature of a 305.00 foot radius curve to the left; thence along said curve, through a central angle of 19°54'48" (which chord bears S81°03'52"W 105.47 feet), an arc distance of 106.00 feet to the point of reverse curvature of a 365.00 foot radius curve to the right; thence along said curve, through a central angle of 19°54'48" (which chord bears S81°03'52"W 126.22 feet), an arc distance of 126.86 feet to the point of tangency, said point lying on the most westerly north line of said Grimm property; thence N88°58'44"W along said north line and its westerly extension 142.55 feet to the terminus of the line being described.

Bearings are based Survey No. 31065, Washington County Survey Records.

Parcel 2 applies contains 0.38 acre (16,482 square feet), more or less.

EXHIBIT A

Tualatin Development Commission
SW Leveton Drive Extension Project
January 2, 2009
Revised January 14, 2009

Rodney G. Grimm, Jeffery D. Grimm, Mark
D. Grimm, and Daniel F. Grimm
Assessor No. 2S 1 21A 002202
Doc. No. 89-25318

Parcel 3 – Permanent Slope and Utility Easement

A portion of that property conveyed to Rodney G. Grimm, Jeffery D. Grimm, Mark D. Grimm, and Daniel F. Grimm by Warranty Deed recorded as Document No. 89-25318, Washington County Deed Records, located in the northeast quarter of Section 21, Township 2 South, Range 1 West of the Willamette Meridian, in the City of Tualatin, Washington County, Oregon, being more particularly described as follows:

All that portion of said Grimm property lying easterly and northeasterly of a line parallel with and 6.00 feet left, when measured at right angles, of the west line of Parcel 1, and lying south of a line parallel with and 6.00 feet south, when measured at right angles, of the line described in Parcel 1 separating Parcels 1 and 2.

EXCEPT THEREFROM Parcel 1.

Bearings are based Survey No. 31065, Washington County Survey Records.

Parcel 3 contains 0.03 acre (1,466 square feet), more or less.

Parcel 4 – Permanent Slope and Utility Easement

All that portion of said Grimm property lying northerly of a line parallel with and 6.00 feet south, when measured at right angles, of the line described in Parcel 2.

EXCEPT THEREFROM Parcels 1 and 2.

Bearings are based Survey No. 31065, Washington County Survey Records.

Parcel 4 contains 0.06 acre (2,515 square feet), more or less.

EXHIBIT A

Tualatin Development Commission
SW Leveton Drive Extension Project
January 2, 2009
Revised January 14, 2009

Rodney G. Grimm, Jeffery D. Grimm, Mark
D. Grimm, and Daniel F. Grimm
Assessor No. 2S 1 21A 002202
Doc. No. 89-25318

Parcel 5 – Temporary Construction Easement

A portion of that property conveyed to Rodney G. Grimm, Jeffery D. Grimm, Mark D. Grimm, and Daniel F. Grimm by Warranty Deed recorded as Document No. 89-25318, Washington County Deed Records, located in the northeast quarter of Section 21, Township 2 South, Range 1 West of the Willamette Meridian, in the City of Tualatin, Washington County, Oregon, being more particularly described as follows:

The east 82.00 feet of said Grimm property, EXCEPT THEREFROM Parcels 1 and 3.

Parcel 5 applies contains 0.07 acre (3,097 square feet), more or less.

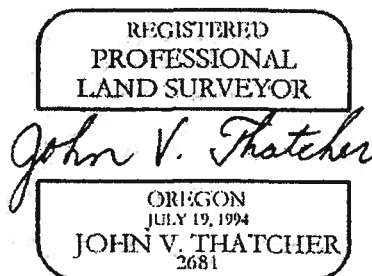
Parcel 6 – Temporary Construction Easement

That portion of said Grimm property described as follows:

BEGINNING at the northwest corner of said Grimm property; thence S01°42'26"W along the west line thereof 75.45 feet; thence, leaving said west line, S88°17'34"E 10.63 feet; thence N49°00'44"E 69.65 feet; thence N01°01'16"E 8.95 feet to a point lying 20.00 feet left, when measured at right angles, of the line described in Parcel 2; thence proceeding easterly, parallel with and 20.00 feet left of said line described in Parcel 2 to a point lying 20.00 feet left of Point "A", as described in Parcel 2; thence northerly at right angles 20.00 feet to Point "A"; thence proceeding westerly along said line described in Parcel 2 to the northwest corner of said Grimm property and the **POINT OF BEGINNING**, EXCEPTING THEREFROM Parcel 4.

Bearings are based Survey No. 31065, Washington County Survey Records.

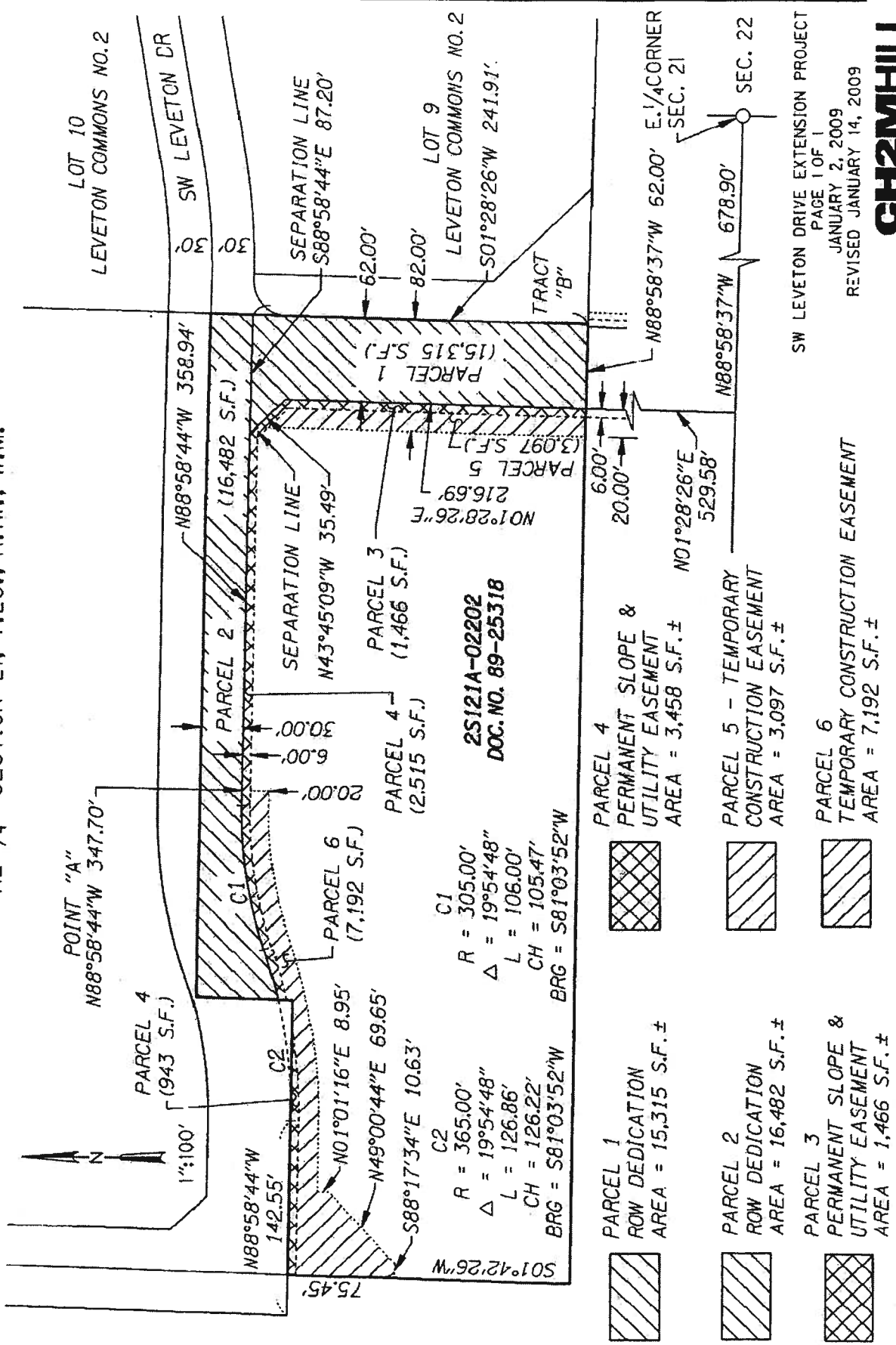
Parcel 6 contains 0.17 acre (7,192 square feet), more or less.



RENEWALS: 7/01/10
SIGNED: 1-15-09

EXHIBIT B

ACQUISITION MAP
TUALATIN DEVELOPMENT COMMISSION
NE 1/4 SECTION 21, T.2S., R.1W., W.M.





Approved by Tualatin
Development Commission
Date 12-14-09
Recording Sec MSM

STAFF REPORT

TUALATIN DEVELOPMENT COMMISSION

TO: Honorable Chairman and Members of the Commission

THROUGH: Sherilyn Lombos, Administrator

FROM: Doug Rux, Community Development Director *DR*

DATE: December 14, 2009

SUBJECT: RESOLUTION APPROVING A INTERGOVERNMENTAL
AGREEMENT RELATED TO FINANCING WES TRAIN HORN
NOISE MITIGATION

ISSUE BEFORE THE COMMISSION:

Whether to enter into an Intergovernmental Agreement (IGA) with TriMet regarding WES train horn noise mitigation funding.

RECOMMENDATION:

Staff recommends the Commission adopt the attached resolution.

EXECUTIVE SUMMARY:

- This is not a public hearing
- The City has been working on train horn noise mitigation for several years. Identifying funding has been an issue. Funding has now been identified through the American Recovery and Reinvestment Act (ARRA), Tualatin Central Urban Renewal District (CURD) and Washington County.
- The City Council adopted Resolution No. 4892-09 on June 8, 2009 authorizing an Intergovernmental Agreement (IGA) with TriMet and Washington County regarding Westside Express Service (WES) Train Horn Noise Mitigation. The resolution expressed their intent to proceed with planning and designing potential noise mitigation treatments while seeking funding to implement these measures through future amendment or separate Intergovernmental Agreement.
- TriMet advertised a request for proposals for planning services and, with participation of the Parties, selected CH2M Hill as the planning consultant. CH2M Hill subsequently led a Diagnostic Team Field Review that involved Portland & Western Railroad, Inc., Oregon Department of Transportation, Federal Railroad Administration, the parties, and affected jurisdictions.

Page 2 of 2

- Attachments:** A. Resolution
B. Intergovernmental Agreement

RESOLUTION NO. 582-09

A RESOLUTION AUTHORIZING THE CHAIRMAN TO EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT RELATING TO
FINANCING WES TRAIN NOISE MITIGATION

WHEREAS the TriMet Commuter Rail project (WES) has resulted in significantly increasing the noise level in the Central Urban Renewal District due to the number of times the train must blow its horn as it approaches a public intersection; and

WHEREAS Tualatin Development Commission determined that the increased WES train noise has impacted the Central Urban Renewal District in Tualatin; and

WHEREAS the Development Commission wishes to decrease the train noise in the Central Urban Renewal District; and

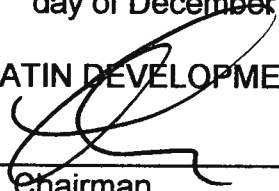
WHEREAS the Development Commission wishes to contribute to reducing the train horn noise by providing a portion of the funding for a quiet zone in the Central Urban Renewal District.

THE CITY OF TUALATIN, OREGON ORDAINS AS FOLLOWS:

Section 1. The Tualatin Development Commission authorizes the Chairman to sign the Intergovernmental Agreement relating to financing the WES train noise mitigation project.

INTRODUCED AND ADOPTED this 14TH day of December 2009.

TUALATIN DEVELOPMENT COMMISSION

By  _____
Chairman

APPROVED AS TO LEGAL FORM


CITY ATTORNEY

ATTEST:

By  _____
Administrator

**INTERGOVERNMENTAL AGREEMENT
RELATING TO FINANCING WES TRAIN NOISE MITIGATION**

This Intergovernmental Agreement ("Agreement") is made and entered into by and between the Tri-County Metropolitan Transportation District of Oregon, a mass transit district organized under the laws of the state of Oregon ("TriMet") and the Tualatin Development Commission, the urban renewal agency of the City of Tualatin ("Commission") a corporate body politic (jointly "the Parties"), as of the effective date shown below.

RECITALS

A. In February 2009, the Washington County – Wilsonville to Beaverton Commuter Rail, now known as WES ("WES") began operation.

B. WES operates on heavy rail lines; therefore, operations are governed by the Federal Railroad Authority's Train Horn Rule (the "Rule"), which requires that locomotive horns be sounded at all public highway-rail grade crossings. The horn noise has created an uncomfortably noisy environment in many areas of Tualatin, including several crossings in Tualatin's Central Urban Renewal District.

C. TriMet, Washington County the City of Tualatin and the Commission are seeking approval of a quiet zone within Tualatin to reduce the impacts of WES within the City.

D. TriMet and the Commission wish to enter into an Intergovernmental Agreement to reflect the role of the Commission in providing a portion of the funding for quiet zone improvements in the Central Urban Renewal District.

AGREEMENT

1. TriMet is responsible for performing the design, permitting, construction, operation and maintenance of all equipment required for a quiet zone (the "Project").
2. The Commission shall pay an amount not to exceed \$1.3 million dollars for the crossings that lie within the Central Urban Renewal District, specifically for improvements at Tualatin Road, Nyberg Street, Tualatin-Sherwood Road, and the Boones Ferry Road Pedestrian Crossing, as shown on the attached map.
3. The Parties agree that within thirty (30) days after receiving a request for reimbursement, the Commission will provide funds to TriMet for work completed on the Project.
4. Relationship of the Parties. Each Party is deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of

one Party shall be deemed to be an employee, agent or contractor of the other Party for any purpose. Nothing in this agreement is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party specifically disclaims any such relationship.

5. Indemnification. Within the limits of the Oregon Constitution and the Oregon Tort Claims Act, codified at ORS 30.260 through 30.300, each of the Parties shall hold harmless, indemnify and defend the other and its officers, employees and agents from and against all claims, demands, penalties, and causes of action of any kind or character relating to or arising from this Agreement (including the cost of defense thereof, including attorney fees) in favor of any person on account of personal injury, death, damage to property, or violation of law, which arises out of, or results from, the negligent acts or omissions of the indemnitor, its officers, employees, or agents.
6. Compliance with Laws. The Parties shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530, which hereby are incorporated by reference. Without limiting the generality of the foregoing, the Parties expressly agree to comply with: (i) Title VI of Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
7. Project Manager. All routine correspondence and communication regarding this Agreement shall be between the project managers:

TriMet:

Ken Kirse
TriMet
710 NE Holladay Street
Portland OR 97232
Telephone (503) 962-2266
Facsimile (503) 962-2284
kirsek@trimet.org

Commission:

Doug Rux
Tualatin Development Commission
18880 SW Martinazzi Avenue
Tualatin OR 97062
Telephone (503) 691-3018
Facsimile (503) 692- 0147
drux@ci.tualatin.or.us

8. Effective and Termination Dates. This Agreement shall be effective on the date the last Party executes the Agreement, and shall remain in effect until the completion of all obligations created by this Agreement.
9. Either the Commission or TriMet may terminate this Agreement in the event of a breach of the Agreement by the other Party. Prior to such termination, however, the Party seeking the termination shall give the other Party written notice of the breach

and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within thirty (30) days of the notice, then the Party giving the notice may terminate the Agreement at any time thereafter by giving a written notice of termination.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective the date first noted herein.

TRI-COUNTY METROPOLITAN
TRANSPORTATION DISTRICT OF
OREGON

Neil McFarlane, Executive Director

Date: _____

APPROVED AS TO FORM:

By: _____
Tamara H. Lewis
Deputy General Counsel

TUALATIN DEVELOPMENT
COMMISSION, the urban renewal agency
of the City of Tualatin

By: _____
Chairman

Date: December 14, 2009

ATTEST:

By: _____
Administrator

APPROVED AS TO FORM:

By: _____
City Attorney

Sent for Signatures
By: _____

COPY

Central Urban Renewal District and Commuter Rail



Central Urban Renewal Area ——— Commuter Rail

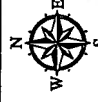


Crossings

City Boundary

COPY

RF 1:7,800



This map is derived from various digital data sources. While we attempt to provide the most accurate information, we cannot be held responsible for any errors or omissions. The user assumes all liability for any use of this map.