



**TUALATIN CITY COUNCIL AND TUALATIN DEVELOPMENT
COMMISSION**

Monday, February 28, 2011

**City Council Chambers
18880 SW Martinazzi Avenue, Tualatin, OR 97062**

WORK SESSION begins at 5:00 p.m.

REGULAR MEETING begins at 7:00 p.m.

Mayor Lou Ogden

Council President Chris Barhyte

Councilor Monique Beikman

Councilor Wade Brooksby

Councilor Frank Bubenik

Councilor Joelle Davis

Councilor Ed Truax

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 City's website at <http://www.ci.tualatin.or.us/government/CouncilPackets.cfm>, 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 a 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. 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 through Washington County Cable Access Channel 28. The replay schedule for Council meetings can be found at www.tvctv.org. Council meetings can also be viewed by "streaming video" live on the City's website the day of the meeting at <http://www.ci.tualatin.or.us/government/CouncilPackets.cfm>.

Your City government welcomes your interest and hopes you will attend the City of Tualatin Council meetings often.

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 to the Council.
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*, *deny the application*, or *continue* the public hearing.

TIME LIMITS FOR PUBLIC HEARINGS

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 3 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.



OFFICIAL AGENDA OF TUALATIN CITY COUNCIL MEETING
FOR FEBRUARY 28, 2011

A. CALL TO ORDER
Pledge of Allegiance

B. PRESENTATIONS, ANNOUNCEMENTS, SPECIAL REPORTS

1. Swearing-in of New Police Officer - Nick Barkley
2. New Employee Introductions - Alice Rouyer, Community Development Director

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

The Consent Agenda will be enacted with one vote. The Mayor will first ask the staff, the public and 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." 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 the Minutes for the Work Session and Meeting of February 14, 2011
2. Approval of Liquor License Renewals for 2011
3. An Intergovernmental Agreement for Cost Sharing on the Tonquin Trail Master Plan
4. Resolution No. **5021-11** Authorizing a Two-Year Intergovernmental Agreement (IGA) with Washington County for Coordinated Mosquito Reduction and Information Coordination on West Nile Virus
5. Resolution No. **5022-11** Authorizing an Agreement Between the City of Tualatin and the Tualatin Riverkeepers for Lease of a House Within the Tualatin River Greenway Located at 11645 SW Hazelbrook Road
6. Resolution No. **5023-11** Establishing a Zone of Benefit Recovery Charge for Street Improvements on SW 124th Avenue between SW Myslony Street and SW Tualatin-Sherwood Road

E. PUBLIC HEARINGS – Legislative or Other
None.

F. PUBLIC HEARINGS – Quasi-Judicial
None.

G. GENERAL BUSINESS

1. Annual Report of the Tualatin Parks Advisory Committee for 2010

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 SIGN-UP SHEET

DATE: February 28, 2011

PLEASE COMPLETE TO GIVE TESTIMONY

LIMIT TESTIMONY TO THREE MINUTES

	(PLEASE PRINT CLEARLY) Name	Address	E-mail	Representing	Agenda Item(s) or Citizen Comments
1.	XXXXXXXXXX				
2.	Robert [unclear]	(did not speak)			
3.	George Vigileus	18230 SW Shannon Trail	Vigileus2@yahoo.com		
4.	Kathy Neuzens	17515 SW Chesenne			
5.					
6.					
7.					
8.					



STAFF REPORT

CITY OF TUALATIN

APPROVED BY TUALATIN CITY COUNCIL
Date 2-28-11
Recording Secretary M. Smith

TO: Honorable Mayor and Members of the City Council
THROUGH: Sherilyn Lombos, City Manager
FROM: Maureen Smith, Executive Assistant
DATE: 02/28/2011
SUBJECT: Approval of the Minutes for the Work Session and Meeting of February 14, 2011

ISSUE BEFORE THE COUNCIL:

The issue before the Council is to approve the minutes of the Work Session and Meeting of February 14, 2011.

RECOMMENDATION:

Staff respectfully recommends that the Council adopt the attached minutes.

FINANCIAL IMPLICATIONS:

There are no financial impacts associated with this item.

Attachments: A - 2/14/11 Work Session Minutes
B - 2/14/11 Meeting Minutes



Official Minutes of the Tualatin City Council Work Session for February 14, 2011

Present: Lou Ogden, Mayor, Joelle Davis, Councilor, Wade Brooksby, Councilor, Frank Bubenik, Councilor

Absent: Chris Barhyte, Council President, Monique Beikman, Councilor, Ed Truax, Councilor

Staff Present: City Manager Sherilyn Lombos,
City Attorney Brenda Braden,
City Engineer Mike McKillip,
Police Chief Kent Barker,
Operations Director Dan Boss,
Community Services Director Paul Hennon,
Acting Planning Manager Aquilla Hurd-Ravich,
Development Manager Eric Underwood,
Program Coordinator Becky Savino,
Management Intern Ben Bryant,
Executive Assistant Maureen Smith

1) Mayor Ogden called the Work Session to order at 5:44 p.m.

2) ***Community Enhancement Award Commendation Information***

Community Services Program Coordinator Becky Savino was present, along with Arts Advisory Committee members Richard Hager and Gary Thompson, and gave an update on the Tualatin Arts Advisory Committee's (TAAC) Community Enhancement Award. A brief background was given on the program. The first award was presented on September 13, 2010 to the "Lumiere Players" theatre group. This year TAAC is recommending Willowbrook Summer Arts Camp as the recipient, presented at the March 14, 2011 Council meeting. It was mentioned why the TAAC chose Willowbrook for the award. The TAAC is recommending to Council that the 2nd annual Community Enhancement Award be given to Willowbrook Summer Arts Camp. All Council present were in agreement.

3) ***Update on the Basalt Creek Planning Process and Related Transportation Planning***

City Manager Sherilyn Lombos gave an update on the Basalt Creek Planning process, and mentioned a meeting was recently held with Metro, Washington County, cities of Tualatin and Wilsonville elected officials and staff, primarily to discuss a transportation connection between 124th Avenue and I-5.

Acting Planning Manager Aquilla Hurd-Ravich continued with the update and said the cities of Wilsonville and Tualatin currently have a Memorandum of Understanding (MOU), outlining planning of the area that would not include plans for a new arterial road. Washington County and Metro had some concerns about that, and after some discussion, ending with Washington County offering to do an *alternative analysis*. Whatever the analysis generates is what Tualatin would put in the plan. The next meeting's goal is to formulate a revised MOU. Discussion followed.

City Manager Lombos said staff is looking at dates that will work for everyone to hold a joint meeting with Tualatin and Wilsonville Councils.

4) *Public Involvement for the Transportation System Plan*

City Manager Lombos updated Council on development of a public involvement plan for the Transportation System Plan (TSP), and distributed a schedule and interview list. City Manager Lombos reviewed the materials with Council, where the consultant would hold a series of workshops and exercises designed for the best way to involve targeted audiences, with the information that was gathered to be compiled. During that time, an online survey will be done to engage the broad citizenry, information will be announced in the City's March newsletter, and individual invites to the advisory committees and the Community Involvement Organization (CIO), and others will be done. Also have printed copies of materials around town, and in Spanish. It was mentioned about the small size of the groups, and benefitting from having a larger group of people in attendance.

Jan Giunta, CIO representative, in the audience was asked and she explained the purpose of the stakeholders, and that for the workshops the recommendation is not to have more than 20 people. The consultant has started meeting with the advisory committees and the CIO groups. Linda Moholt, Tualatin Chamber of Commerce said they hope to have a group from the Chamber be part of the stakeholder interviews. Discussion followed with suggestions to broaden the groups, include more Parent/Teacher Associations (PTA) from other schools, and the Chamber be a larger stakeholder group.

City Manager Lombos said they will also be looking for two to three councilors to take the lead with a group to bring back information to the rest of the Council.

5) *Council Meeting Agenda Review, Communications & Roundtable*

City Manager Lombos brought up additional issues for discussion.

Information was distributed on the Joint Terrorism Task Force, an intelligence gathering partnership between local and federal law enforcement. Portland is rethinking its position on participation with the task force, and cities are weighing in on the matter. Brief discussion followed. Councilor Bubenik said he would not be in

favor of joining the task force, he has a mistrust of information from the federal level and local officials not being privy to certain information. Councilor Davis said she is in support, although she recognized Councilor Bubenik's concerns, believes it will happen whether we participate or not. Mayor Ogden said he has been in contact with Portland Mayor Adams about this issue. It was asked and Police Chief Barker said his stance is the City of Portland should be part of the "task force" and believes it is an important governmental team. Although he recognized the politics, Chief Barker said the issues expressed by Councilor Bubenik will likely be what will be discussed. Brief discussion followed. It was determined by Council members present, that City Manager Lombos contact councilors not present at this meeting, their position on this issue, and Councilor Bubenik meet with the City Manager to craft a letter on this matter that would be acceptable to all.

City Manager Lombos said another issue on the horizon is Tualatin High School's request for an electronic readerboard. The school could submit a plan text amendment (PTA) to allow for readerboards in residential areas. The Tigard-Tualatin School District (TTSD) has sent out some information and there have been concerns expressed by neighbors in the area. City Manager Lombos said electronic readerboards are allowed in industrial areas, and currently the City does not have standards in the Development Code for electronic readerboards, which staff will be looking at.

D . CONSENT AGENDA

Council reviewed and had no questions on the Consent Agenda.

G. GENERAL BUSINESS

1. Ordinance No. 1318-11 Relating to Solid Waste Management and Amending Franchise Territory with United Disposal Services, Inc. dba Allied Waste of Clackamas and Washington Counties; and Rescinding Ordinance No. 1140-03

MOTION by Councilor Davis, SECONDED by Councilor Brooksby for a first reading by title only. MOTION by Councilor Davis, SECONDED by Councilor Brooksby for second reading by title only. MOTION CARRIED. The poll was unanimous. [*Barhyte, Beikman, Truax absent.*] MOTION by Councilor Davis, SECONDED by Councilor Brooksby to place adoption of the Ordinance on the Consent Agenda. MOTION CARRIED.

I. COMMUNICATIONS

Councilor Davis said there has been considerable discussion of cutting funds from the Community Action Organization (CA), and asked that everyone contact their local, state and federal officials to show support of the CAO, and the good work they do. It was suggested and Councilor Davis said she will bring back some information/language to put together a resolution or a letter of support.

Councilor Bubenik gave a brief follow-up on his first meeting of Washington County Commission on Children and Families, and radical changes proposed by the Governor's Office such as downsizing county programs and merging.

MOTION by Commissioner Joelle Davis, SECONDED by Commissioner Monique Beikman to approve the consent Agenda as read.

Vote: 7 - 0

1. Resolution Establishing Regular Meetings of the Tualatin Development Commission - the Urban Renewal Agency of the City of Tualatin.
2. Approval of the Minutes for the Meeting of December 13, 2010.

E. PUBLIC HEARINGS

F. GENERAL BUSINESS

G. 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.

H. COMMUNICATIONS FROM COMMISSIONERS

None.

I. EXECUTIVE SESSION

None.

J. ADJOURNMENT

MOTION by Commissioner Ed Truax, SECONDED by Commissioner Joelle Davis to adjourn the meeting at 8:25 p.m.

Vote: 7 - 0

Sherilyn Lombos, City Manager



Maureen Smith / Recording Secretary



OFFICIAL MINUTES OF THE TUALATIN CITY COUNCIL FOR FEBRUARY 14, 2011

Present: Mayor Lou Ogden, Councilor Wade Brooksby, Councilor Frank Bubenik, Councilor Joelle Davis

Absent: Council President Chris Barhyte, Councilor Monique Beikman, Councilor Ed Truax

Staff Present: City Manager Sherilyn Lombos, City Attorney Brenda Braden, City Engineer Mike McKillip, Police Chief Kent Barker, Community Services Director Paul Hennon, Finance Director Don Hudson, Acting Planning Manager Aquilla Hurd-Ravich, Development Manager Eric Underwood, Project Engineer Dayna Webb, Program Coordinator Becky Savino, Volunteer Services Coordinator Victoria Eggleston, Management Intern Ben Bryant, Executive Assistant Maureen Smith

A. CALL TO ORDER
Pledge of Allegiance

Eagle Scout Tanner Ellenson led the Pledge of Allegiance.

Mayor Ogden called the meeting to order at 7:05 p.m.

B. PRESENTATIONS, ANNOUNCEMENTS, SPECIAL REPORTS

1. Tualatin Youth Advisory Council Update

Members of the Youth Advisory Council (YAC) presented a PowerPoint giving an update on recent activities of the YAC.

2. Eagle Scout Presentation - *Tanner Ellenson*

Eagle Scout Tanner Ellenson presented a brief PowerPoint on his hardscape butterfly garden project in Community Park. Tanner also noted fundraising was done for the bench placed along the walking path. Mayor Ogden thanked Tanner for his initiative, hours of work, and setting an example of what citizenship can look at at its highest level.

3. Proclamation Recognizing the 2010 Employee of the Year

Operations Director Dan Boss introduced the "Employee of the Year" Jennifer Bach and gave a brief background on her. Ms. Bach is the Inventory Control Specialist for the Operations Department and noted her great attitude, going above and beyond, and is a good contribution from someone who cares what they do, and what that gives to the City of Tualatin.

Councilor Davis read the proclamation recognizing Jennifer Bach as the 2010 Employee of the Year.

4. New Employee Introductions - *Sara Singer, Administration; Travis Sperle, Vernon Bathke, and Bert Olheiser, Operations*

City Manager Sherilyn Lombos introduced Sara Singer, Assistant to the City Manager, noting it is her first day on the job, gave a brief background, and is excited to introduce her to the Council and the community.

Operations Director Dan Boss introduced new employees at Operations. Travis Sperle came from the city of Mt. Angel where he worked 15 years. He comes with the certifications needed for the position, and is a crew leader in the Water Division.

Vern Bathke comes to Tualatin from the City of Dallas, Oregon, where he spent ten years and also comes with the needed certifications.

Operations Director Boss said with the retirement of 30 year employee Street/Sewer/Storm Division Manager Ernie Rode, Bert Olheiser was placed as acting manager, and then promoted to the position as Street/Sewer/Sewer Manager. Bert has been with the City for 20 years.

5. High Speed Rail Update - *City Engineer Mike McKillip*

City Engineer Mike McKillip gave a brief update of the status of high speed rail. The federal funding is coming slowly through the Federal Railway Administration (FRA) pipeline. No significant work is being done, and will be beginning the National Environmental Policy Act (NEPA) process. ODOT is working with a consultant on how the high speed rail would be implemented, governing structure, discussions, etc. City Engineer McKillip also mentioned staff recently met with the consultant and relayed Tualatin's issues and concerns. City Engineer McKillip said staff will be back for updates as more information becomes known. Brief discussion followed.

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.

David Ney, 10235 SW Fulton Drive, Tualatin, OR 97062 proponent of the parks protection amendment, read from a prepared statement, and noted his displeasure of an article in the Tualatin Times authored by the mayor in opposition of the parks protection amendment. Mr. Ney noted the importance of voting Yes on Measure 34-186.

Dolores Hurtado, 8685 SW Chinook Street, Tualatin, OR 97062 proponent of the parks protection amendment, noted the work that was done to gather signatures needed to place the Charter amendment on the ballot. Voting for Measure 34-186 will be a process that gives residents a voice in making these types of decisions.

Annie Vigileos, 18230 SW Shawnee Trail, Tualatin, OR 97062 proponent of the parks amendment, Measure 34-186, said her special interest is children. She loves Tualatin's parks and wants to make sure they are safe and protected, and will be there for everyone. Ms. Vigileos urged everyone to vote Yes on Measure 34-186 for our children.

Reba Toby, 17815 SW Cheyenne Way, Tualatin, OR 97062 noted her support of Measure 34-186, and read a prepared statement on her concerns of protecting parks in Tualatin. Ms. Toby urged Tualatin voters to speak up and vote Yes on Measure 34-186.

Kathy Newcomb, 17515 SW Cheyenne Way, Tualatin, OR 97062 proponent of the parks protection amendment, read from a prepared statement (for the record) on various letters and "Soapbox" article in opposition of the measure that were published in the Tualatin Times newspaper. Ms. Newcomb felt there were inaccuracies, and inaccuracies of the Chamber's Government Affairs Committee opposition of the amendment.

George Vigileos, 18320 SW Shawnee Trail, Tualatin, OR 97062 proponent of the parks amendment, urged support of the amendment, and believes the measure is about a broken process, that will help bring Tualatin together. Mr. Vigileos also expressed concerns about the Mayor and City Manager as "ex-officio" full-voting members of the Chamber of Commerce Board, and asked for information on vote-taking on issues discussed at board meetings.

Richard Hager, 9050 SW Arapaho Road, Tualatin, OR 97062 has lived in Tualatin 35+ years, is a former city councilor, and has participated on numerous city committees and other advisory committees. Mr. Hager said he is remaining neutral on the park protection amendment issue, but wanted to comment that Tualatin has undergone significant changes since the 1970s, and programs such as urban forestry and street trees have enhanced Tualatin and it is something to be proud of.

Cathy Holland, 10740 SW Lucas Drive, Tualatin, OR 97062 first thanked staff for the hearing devices available for the meetings, and is present to note her support of the parks protection measure. Ms. Holland read from a prepared statement, and said many believe this is the best remedy to protect Tualatin's parks today and in the future. A legal analysis done was done, and they believe the measure is going to work how they believe it is. The Protect Tualatin's Parks group has been working with utilities and other entities on how to address being able to apply the parks measure without any ramifications of having to vote for any change to parks.

D. CONSENT AGENDA

The Consent Agenda will be enacted with one vote. The Mayor will first ask the staff, the public and 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." 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.

Item No. G-3 was placed on the Consent Agenda at Work Session.

MOTION by Councilor Joelle Davis, SECONDED by Councilor Wade Brooksby to adopt the Consent Agenda as amended and read.

Vote: 4 - 0 CARRIED

1. Approval of the Minutes of the Special Work Session of January 11, 2011, and the Work Session and Meeting of January 24, 2011
2. Resolution No. **5017-11** Authorizing an Amendment to an Intergovernmental Agreement Between the City of Portland Police Bureau and the City of Tualatin Changing the Agency Participation with the Portland Police Data System (PPDS) from Inquiry-Only to Being a Full-Entry Partner Agency
3. Resolution No. **5018-11** Consenting to the Transfer of Control of the Solid Waste and Resource Recovery Franchise Granted to United Disposal, Inc., Rossman Sanitary Service, Inc., and Keller Drop Box, Inc., to United Disposal Services, Inc. dba Allied Waste Services of Clackamas and Washington Counties
4. Resolution No. **5019-11** Modification of the City Manager's Employment Agreement

E. PUBLIC HEARINGS – Legislative or Other

1. Establish a Zone of Benefit Recovery Charge for Street Improvements on SW 124th Avenue between SW Myslony Street and SW Tualatin-Sherwood Road

Mayor Ogden opened the public hearing.

Civil Engineer Kaaren Hofmann presented the staff report noting this is a public hearing for a Zone of Benefit Recovery Charge request for SW 124th Avenue, between Myslony and SW Tualatin-Sherwood Road. The request was made by the Tualatin Development Commission, represented by Development Manager Eric Underwood. The cost recovery would be for 10 years if Council adopts a resolution.

Staff recommends Council direct staff to prepare a resolution granting the Zone of

Benefit Recovery Charge.

PROPOSERS/OPPONENTS - None.

COUNCIL DISCUSSION

It was asked and explained by Development Manager Underwood he personally spoke with property owners, and there have been no objections.

Mayor Ogden closed the public hearing.

MOTION by Councilor Joelle Davis, SECONDED by Councilor Wade Brooksby to establish a Zone of Benefit Recovery Charge for street improvements on SW 124th Avenue between Myslony and SW Tualatin-Sherwood Road, and direct staff to prepare a Resolution.

Vote: 4 - 0 Passed

F. PUBLIC HEARINGS – Quasi-Judicial

1. Sign Variance for Legacy Bridgeport Clinic in the General Commercial (CG) Planning District at 18010 SW McEwan Road (Tax Map 2S113DD, Tax Lot 1800) (SVAR-10-01)

Mayor Ogden opened the public hearing, and noted the request by the applicant for a continuance of the hearing to March 28, 2011.

MOTION by Councilor Joelle Davis, SECONDED by Councilor Wade Brooksby to grant the continuance of the public hearing to March 28, 2011.

Vote: 4 - 0 CARRIED

G. GENERAL BUSINESS

1. 2010 Annual Report of the Tualatin Arts Advisory Committee

Mayor Ogden moved General Business items to this point in the agenda.

Members of the Tualatin Arts Advisory Committee (TAAC) were present and gave a brief PowerPoint. Chair Buck Braden thanked former Councilor Maddux, staff program coordinator Becky Savino for their work, and thanked the Council for their continued support of TAAC. The committee was formed in 1990, and has successfully held several events on an annual basis - 15th year for ArtsSplash, with revenues increasing the past two years, 15th year of Concerts on the Commons, with 500+ attending each concert, and 900+ attending the concert during the ArtSplash event. Also noted is the disbursement of donations to local arts programs, 180 pieces of art as part of the City's "Visual Chronicle", and the fourth year of involvement with a Student Visual Chronicle program at the high school.

Gary Thompson mentioned the recently established Community Arts Enhancement Award. The first award was given to the "Lumiere Players", and they were very excited to receive the award, and held a great after-party. The second award is upcoming.

2. 2010 Tualatin Heritage Center Annual Report

Community Services Director Paul Hennon noted this is the annual report of the 2010 Heritage Center.

Larry McClure, Tualatin Heritage Center Director presented a PowerPoint beginning with a background of the center, and noted it is the sixth year since the "church" structure was given to the Tualatin Historical Society (THS). and they are appreciative of the efforts along the way. The center continues to busy every day of the week, holding numerous events, classes, etc., over the past year. Mr. McClure concluded with new and upcoming event for the Center.

Councilor Davis noted she is a member of THS and has rented the Center. Everyone does a terrific job and thanked Mr. McClure for all his efforts with the Center.

3. Ordinance No. 1318-11 Relating to Solid Waste Management and Amending Franchise Territory with United Disposal Services, Inc. dba Allied Waste of Clackamas and Washington Counties; and Rescinding Ordinance No. 1140-03

The ordinance had first and second readings and was placed on the Consent Agenda by the City Council in Work Session.

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

Mayor Ogden addressed comments made earlier in the meeting under the "Citizen Comments" portion regarding the parks protection measure. Mayor Ogden said he stands by his comments made in the Times newspaper, and noted the value and support of parks by the Council, as well as previous councils.

J. EXECUTIVE SESSION

None.

K. ADJOURNMENT

MOTION by Councilor Joelle Davis, SECONDED by Councilor Wade Brooksby to adjourn the meeting at 9:01 p.m.

Vote: 4 - 0 Passed

Sherilyn Lombos, City Manager



/ Maureen Smith, Recording Secretary



STAFF REPORT

CITY OF TUALATIN

APPROVED BY TUALATIN CITY COUNCIL

Date 2-28-11

Recording Secretary MSM

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Maureen Smith, Executive Assistant

DATE: 02/28/2011

SUBJECT: Approval of Liquor License Renewals for 2011

ISSUE BEFORE THE COUNCIL:

The issue before the Council is to approve liquor license renewal applications for 2011. Copies have not been included with this staff report but are available at the City Offices for review.

RECOMMENDATION:

Staff respectfully recommends that the Council approve endorsement of the following liquor license application renewals for 2011:

501 Sports Cafe	Applebee's Neighborhood Grill & Bar
Baja Fresh Mexican Grill	Birra Deli
Boones Ferry Chevron	Bushwhackers
C.I. Bar & Grill	Chipotle Mexican Grill
Claim Jumpers Restaurant	Club Sport Oregon
El Ranchito Alegre	El Sol De Mexico
Fred Meyer #00393	Grampy's Deli
Grand Hotel	Haggen Food & Pharmacy
Hayden's Lakefront Grill	Hot Seat Bar & Grill
Jackson's dba Shell	Juan Colorado Mexican Restaurant
Kmart	Lee's Kitchen
Marinepolis Sushiland	Mio Gelato
New York Ruben's	Parallel 45
Pastini Pastaria	PF Chang's China Bistro
Pizza Hut #2878	Plaid Pantry Market #160
Players	Roxy's Island Grill
Royal Panda Restaurant	Safeway Store #1047
7-11 Food Store	Shari's of Tualatin
Stars Cabaret Bridgeport	Sushi & Teriyaki Restaurant
Sushi Train	Sushiville of Tualatin
Taco Del Mar	Thai Bistro
Thai Cuisine	Tualatin Chevron
Tualatin Country Club	Tualatin Food Store
Tualatin Indoor Soccer	Tualatin Valley Elks Lodge
Walgreens	Whole Foods Pacific NW Market

EXECUTIVE SUMMARY:

Annually the Oregon Liquor Control Commission (OLCC) requires all liquor licenses be renewed. According to the provisions of City Ordinance No. 680-85, establishing 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 liquor license renewal applications are in accordance with all ordinances and the Police Department has conducted reviews of the applications.

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 renewal 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 renewal fee of \$35 has been paid by each applicant.

Attachments:



STAFF REPORT

CITY OF TUALATIN

APPROVED BY TUALATIN CITY COUNCIL

Date 2-28-11

Recording Secretary MSMA

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Carl Switzer, Parks & Recreation Manager
Paul Hennon, Community Services Director

DATE: 02/28/2011

SUBJECT: An Intergovernmental Agreement for Cost Sharing on the Tonquin Trail Master Plan

ISSUE BEFORE THE COUNCIL:

Council will consider entering into an agreement with the Oregon Department of Transportation, Metro, and the cities of Wilsonville and Sherwood for sharing the costs of preparing the Tonquin Trail Master Plan.

RECOMMENDATION:

Staff recommends that the City of Tualatin enter into the intergovernmental agreement (IGA).

EXECUTIVE SUMMARY:

The Tonquin Trail will someday be a multi-use regional trail that will connect natural areas, neighborhoods, schools, jobs, shopping centers and transit stops between Tualatin, Sherwood and Wilsonville. The Tonquin Trail Master Plan will provide the necessary framework to take the trail from concept to implementation.

The scope of work for the Tonquin Trail Master Plan is to identify a preferred trail alignment, trail design components, cost estimates, a phased implementation plan and possible funding sources to design and construct a 12 – 16 mile multi-use regional trail between the Willamette and Tualatin Rivers that will travel through the cities of Wilsonville, Tualatin, Sherwood. The master planning work has included public involvement and outreach efforts aimed at understanding and responding to issues and concerns and achieving broad public and stakeholder support for the master plan and its implementation.

Attachment A is the original agreement. Attachment B is Amendment #1 which extended the duration of the original IGA. Attachment C is Amendment #2 which adds Tualatin and specifies the amount of the three cities' contribution.

Upon approval of Amendment #2 the Community Services Department will initiate payment of the City's contribution of \$13,333 for cost sharing on the Tonquin Trail Master Plan.

FINANCIAL IMPLICATIONS:

In 2009, Metro, the Tonquin Trail Master Plan project manager, received \$188,000 in federal funding for the Master Plan through the Metropolitan Transportation Improvement Program (MTIP). In addition to Metro's contribution each of the three cities in the planning area have been asked to make an equal contribution to fund the Master Plan.

By entering into this agreement the City of Tualatin will contribute \$13,333 towards the development of the Tonquin Trail Master Plan. This money has been earmarked in the FY 2010/2011 Park Development Fund budget.

Tonquin Trail Master Plan Budget

Federal (MTIP): \$ 188,000

Metro:	\$ 1,517
<u>Local Cities Match (Tualatin, Sherwood, Wilsonville):</u>	<u>\$ 39,999</u>
Total project budget:	\$ 229, 516

Attachments: A - Original IGA
 B - IGA Amendment #1
 C - IGA Amendment #2

**INTERGOVERNMENTAL AGREEMENT
Tonquin Trail Master Plan
Multi-Use Path**

THIS AGREEMENT is made and entered into by and between **THE STATE OF OREGON**, acting by and through its Department of Transportation, hereinafter referred to as "**ODOT**" and the **City of Sherwood**, acting by and through its Council, hereinafter referred to as "Sherwood"; the **City of Wilsonville**, acting by and through its Council, herein after referred to as "Wilsonville"; and the Portland Urbanized Area Metropolitan Planning Organization, hereinafter referred to as "**METRO**", collectively referred to as "Parties".

RECITALS

1. By the authority granted in ORS 190.110 and 283.110, state agencies may enter into agreements with units of local government or other state agencies for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.
2. **METRO**, an independent public agency not in the employ of **ODOT**, is the designated Metropolitan Planning Organization for the Portland Urbanized Area.
3. **ODOT** considers **METRO** to be a sub-recipient to any federal funds identified in this Agreement. **METRO**, as the Metropolitan Planning Organization for the region, allocates federal funds for the region through the Metropolitan Transportation Improvement Program (MTIP) process.
4. **ODOT** is the state agency responsible to pass-through Federal Transportation Funds. **ODOT**, as the state agency responsible for pass-through Federal-Aid Surface Transportation Funds, is therefore a party to this Agreement.
5. **METRO** and the **Cities** desire to enter into this Agreement for their mutual benefit of developing a project for the Metropolitan Transportation Improvement Program (MTIP). The MTIP schedules spending of federal transportation funds in coordination with significant state and local funds in the Portland metro region. It demonstrates how these projects relate to federal regulations regarding project eligibility, air quality impacts, environment justice and public involvement.

NOW THEREFORE, the premises being in general as stated in the foregoing recitals, it is agreed by and between the parties hereto as follows:

TERMS OF AGREEMENT

1. The purpose of this Agreement is to enable **METRO, through use of ODOT's Region 1 on-call Consultant (Consultant)**, to prepare a master plan for the Tonquin Trail Multi-Use Path hereinafter referred to as "Project", as described in Exhibit A (scope, schedule and budget summary) attached hereto and by this reference made a part hereof.
2. The Project shall be conducted as a part of the Federal-Aid Urban Surface Transportation Program (STP), Title 23, United States Code, CFDA No. 20.205. The total Project cost is estimated at **\$209,517**. Federal Urban STP funds for this Project shall be limited to **\$188,000**. **METRO** and **the Cities** shall be responsible for all matching funds. **METRO's** share of the match is **\$1,517** and the match share for **the Cities** shall be **\$10,000** each. **The Cities** shall be responsible for all non-participating costs, including costs in excess of the total Federal Urban STP funds and the above matching funds from **METRO** and **the Cities**, on an equal share basis.
3. The terms of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the Project and final payment or two calendar years following the date of the notice to proceed, whichever is sooner. This Agreement may be amended upon mutual consent of all parties.
4. The federal funding for this Project is contingent upon approval by the FHWA. Any work performed prior to acceptance by FHWA will be considered nonparticipating and paid for at Cities' expense.

METRO OBLIGATIONS

1. In consideration for the services performed as shown on Exhibit A, **METRO** agrees to authorize **ODOT** to make available on **METRO's** behalf, an amount not to exceed **\$188,000** in **METRO's** Federal Urban STP funds. **METRO** and **the Cities** shall be responsible for all matching funds. **METRO's** share of the match is **\$1,517**. **The Cities** shall be responsible for **\$10,000** each in matching funds and for all non-participating costs on an equal share basis.
2. **METRO** certifies, at the time this Agreement is executed, that sufficient funds from **METRO's** Federal Urban STP allocation are available and authorized for expenditure to finance costs of the Project. **METRO** shall ensure inclusion of the Project in the MTIP using **STIP number 14399**. If there is an amendment to the MTIP regarding the Project, the ODOT Project Manager shall be informed of the change, and an amendment to the STIP and this Agreement shall be made as needed.

3. **METRO** shall submit to **ODOT** monthly cost reports, reimbursement requests and/or the **Cities** invoices that have been approved by **METRO** for payment by **ODOT**. **METRO** shall also provide **ODOT** quarterly progress reports regarding specific tasks and the progress on said tasks.
4. **METRO** shall keep accurate cost accounting records. The cost records and accounts pertaining to the work covered by this Agreement shall be retained by **METRO** for a period of six (6) years following final payment. Copies shall be made available upon request. **ODOT** may request a copy of **METRO's** records pertaining to this Project at any time. When the actual total cost of the Project has been computed, **METRO** shall furnish **ODOT** with an itemized statement of final costs.
5. **METRO** shall ensure that, to the extent possible, all work performed under this Agreement is eligible for federal funding and included as part of the total cost of the Project.
6. To the extent permitted by this Agreement and by **ODOT's** contract with Consultant, **METRO** shall ensure that the Project is performed by the Consultant and **METRO** as described in Exhibit A.
7. **METRO** shall approve and forward Consultant invoices for 100 percent of actual costs incurred by the Consultant on behalf of the Project to **ODOT's** Project manager. Such invoices shall be in a form identifying the Project and agreement number, and shall itemize and explain all expenses for which payment is sought. Invoices shall be presented for periods of not less than one month duration, based on actual expenses incurred.
8. The cost records and accounts pertaining to the work covered by this Agreement shall be retained by representatives of **METRO** for a period of six (6) years following final payment. Copies shall be made available upon request. **ODOT** may request a copy of **METRO's** records at any time.
9. **METRO** authorizes **ODOT** to review and inspect the Project activities.
10. **METRO** shall be free to copyright, or accept the transfer of the copyright to, materials developed under this Agreement, so long as the federal requirements concerning intellectual property developed with the use of federal funds are met and followed. To the extent **METRO** holds copyright interests in one of those materials, **METRO** hereby grants to **ODOT** and **US DOT** a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the material for government purposes.
11. **METRO** shall provide three (3) copies of the finalized documents of the Project results in both electronic and hard copy formats to **ODOT** upon completion of the Project. Electronic files shall be on CDs in formats compatible with Microsoft Word 97 or Microsoft Excel 97.

12. **METRO**, to the extent it is a sub-recipient to any federal funds identified in this Agreement and to the extent it might have obligations to perform activities or functions pursuant to such status, designates **ODOT** as the entity to perform such activities and functions. Such performance shall be **ODOT's** obligation.
13. **METRO's** Project Manager for this Agreement is **METRO's** project manager for this Agreement is **Mel Huie**, 600 NE Grand Ave., Portland, OR 97232-2736, (503)797-1731, Huiem@metro.dst.or.us or other authorized **METRO** designee communicated to the parties in writing.

SHERWOOD OBLIGATIONS

1. Sherwood shall, upon receipt of a fully executed copy of this Agreement and upon a subsequent letter of request from ODOT, forward to ODOT an advance deposit or irrevocable letter of credit in the amount of \$10,000. Sherwood shall be responsible for, and shall pay ODOT, its share of non-participating costs, including costs in excess of the total Federal Urban STP funds and the matching funds from **METRO** and the **Cities**, in accordance with Terms of Agreement Paragraph two (2).
2. **City of Sherwood's** project manager is **Julia Hajduk**, Senior Planner, 22560 SW Pine St., Sherwood, OR 97140, (503) 625-4204, hajdukj@ci.sherwood.or.us.

WILSONVILLE OBLIGATIONS

1. Wilsonville shall, upon receipt of a fully executed copy of this Agreement and upon a subsequent letter of request from ODOT, forward to ODOT an advance deposit or irrevocable letter of credit in the amount of \$10,000. Wilsonville shall be responsible for, and shall pay ODOT, its share of non-participating costs, including costs in excess of the total Federal Urban STP funds and the matching funds from **METRO** and the **Cities**, in accordance with Terms of Agreement Paragraph two (2).
2. **City of Wilsonville's** project manager is **Kerry Rappold**, Natural Resources Program Manager, 30000 SW Town Center Loop E, Wilsonville, OR 97070, (503) 570-1570, rappold@ci.wilsonville.or.us.

ODOT OBLIGATIONS

1. **ODOT** agrees, upon receipt from **METRO** of Consultant invoices approved by **METRO**, to make payments directly to Consultant up to an amount not to exceed **\$188,000** in **METRO's** Federal Urban STP funds and \$21,517 match funds as provided by Sherwood, Wilsonville and **METRO**.
2. **ODOT** certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within **ODOT's** current appropriation or limitation of the current biennial budget.

3. **ODOT's** project manager for this Agreement is **Tim Wilson** of the **ODOT** Region 1 Planning Section, 123 SW Flanders, Portland, OR 97209, or by phone at (503) 731-8534, Timothy.J.Wilson@odot.state.or.us.
4. **ODOT** shall make payments in accordance with this Agreement for approved eligible costs upon review, and approval of Consultant invoices.
5. Upon **METRO's** request, **ODOT** shall issue a work order contract to Consultant instructing Consultant to perform the work in Exhibit A, and to take technical direction from the **METRO** in performing that work.
6. **ODOT** shall retain overall responsibility for management of Consultant, other than the technical management delegated to **METRO** under this Agreement. Additional work may be assigned to the Consultant only by **ODOT**. Upon notification by **METRO** of unresolved Consultant performance deficiencies, **ODOT** shall take appropriate action under the terms of the on-call consultant contract and the future work order contract provisions.

GENERAL PROVISIONS

1. This Agreement may be terminated by mutual written consent of **ODOT** and the Parties.
2. **ODOT** may terminate this Agreement effective upon delivery of written notice to **the Parties**, or at such later date as may be established by **ODOT**, under any of the following conditions:
 - a. If any of the **Parties** fail to provide services called for by this Agreement within the time specified herein or any extension thereof, and after receipt of written notice from **ODOT** fails to correct such failures within 10 days or such longer period as **ODOT** may authorize.
 - b. If any of the **Parties** fail to perform any of the other provisions of this Agreement or so fail to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from **ODOT** fails to correct such failures within ten (10) days or such longer period as **ODOT** may authorize.
 - c. If **ODOT** fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow **ODOT**, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.

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- d. If Federal or State laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or **ODOT** is prohibited from paying for such work from the planned funding source.
3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.
4. The **Parties** agree to 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 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270, 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) Title V and Section 504 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.
5. The **Parties** shall perform the service under this Agreement as independent contractors and shall be exclusively responsible for all costs and expenses related to their direct employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.
6. All employers, including the **Parties**, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. The **Parties** shall ensure that each of its subcontractors, if any, complies with these requirements.
7. The **Parties** acknowledge and agree that **ODOT**, the Secretary of State's Office of the State of Oregon, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the **Parties** which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment to Consultant by **ODOT** for work performed under this Agreement. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by **ODOT**.
8. As federal funds are involved in this Agreement, EXHIBITS B and C are attached hereto and by this reference made a part of this Agreement, and are hereby certified to by a **METRO** representative.
9. **METRO**, Sherwood and Wilsonville shall, to the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, indemnify, defend, save, and hold

harmless the other parties and their officers and employees from any and all claims, suits, and liabilities which arise from the acts or omissions of the indemnifying party.

10. Notwithstanding the foregoing defense obligations under the paragraph above, no party nor any attorney engaged by any party shall defend any claim in the name of the other parties or any agency/department/division of such other parties, nor purport to act as legal representative of the other party or any of its agencies/departments/divisions, without the prior written consent of the legal counsel of such other parties. Each party may, at anytime at its election assume its own defense and settlement in the event that it determines that the other parties are prohibited from defending it, or that other party is not adequately defending its interests, or that an important governmental principle is at issue or that it is in the best interests of the party to do so. Each party reserves all rights to pursue any claims it may have against the others if it elects to assume its own defense.
11. **METRO** shall be solely liable for **METRO's** breach of any federal statutes, rules, program requirements and grant provisions applicable to the federal funds, and shall, upon **METRO's** breach of any such conditions that requires **ODOT** to return funds to the Federal Highway Administration ("FHWA"), hold harmless and indemnify **ODOT** for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of **METRO**, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement. **METRO's** duties under this section shall not apply to breaches by Consultant, and shall extend only to federal statutes, rules, program requirements, and grant provisions set forth or cited in one or more of the following documents: (1) the 1999 Federal-Aid Stewardship Agreement between ODOT and the FHWA; (2) FHWA Form 1273; (3) FHWA Contract Administration Core Curriculum Participant's Manual and Reference Guide 2001 (Rev. 1); and (4) 23 CFR Part 633 – Required Contract Provisions – Subpart A, Federal-Aid Construction Contracts.
12. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all **Parties** notwithstanding that all **Parties** are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
13. This Agreement and attached exhibits constitute the entire agreement among the **Parties** on the subject matter hereof, that is, the performance of and payment for the work described in Exhibit A. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind the **Parties** unless in writing and signed by the **Parties** and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The

failure of a party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision.

14. The **Parties** shall make good faith efforts to resolve any disputes related to this Agreement through negotiation.

IN WITNESS WHEREOF, the Parties hereto have set their hands as of the day and year hereinafter written.

The Oregon Transportation Commission on June 18, 2003, approved Delegation Order No. 2, which authorizes the Director to approve and execute agreements for day-to-day operations when the work is related to a project included in the Statewide Transportation Improvement Program or a line item in the biennial budget approved by the Commission.

On April 12, 2004, the Director approved Subdelegation Order No. 10 in which the Director delegates authority to the Division Administrator, Transportation Development to approve and execute personal service contracts and agreements over \$75,000 for programs within the Transportation Development Division when the work is related to a project included in the STIP or in other system plans approved by the Oregon Transportation Commission or in a line item in the legislatively adopted biennial budget and;

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To approve and execute all agreements, approved by the OTC, for Metropolitan Planning Organization agreements outside the Transportation Program Development limitation and acceptance of funds sent to ODOT, but not earmarked for Transportation Program Development.

METRO, Portland Urbanized Area Metropolitan Planning Organization

By *[Signature]*

Date 10/29/07
[Signature]

Approved for Legal Sufficiency

By *[Signature]*
Legal Counsel

Date 11/2/07

City of Sherwood, acting by and through its City Council

By: *[Signature]*

Date 9/26/07

Approved for Legal Sufficiency

By N/A
Legal Counsel

Date N/A

City of Wilsonville, acting by and through its City Council

By: *[Signature]*

Date 12 OCT 2007

Approved for Legal Sufficiency

By *[Signature]*
Legal Counsel

Date 10/15/07

STATE OF OREGON, by and through its Department of Transportation

By *[Signature]*
Division Administrator, Transportation Development Division

Date 11/28/07

Approval Recommended

By *[Signature]*
Region Manager, Region 1

Date 11/20/07

Approved for Legal Sufficiency

By *[Signature]*
Assistant Attorney General

Date 11/15/07

Exhibit A Tonquin Trail Master Plan

SCOPE OF WORK

BACKGROUND/HISTORY

- A. The future Tonquin Trail will serve as a regional multi-use commuter and recreational trail connecting the Willamette and Tualatin rivers. The trail is essentially the shape of a "Y". The trail's southern terminus will be in Wilsonville adjacent to the Willamette River (e.g., Boones Ferry Park). The trail will proceed north through Wilsonville and portions of unincorporated Clackamas and Washington counties and split into westerly and easterly alignments to connect to the cities of Sherwood and Tualatin (Cities). Depending on the final trail alignments, the trail will be 12 to 16 miles in length (see "Attachment 3 -" Map of the Trail Corridor. Tonquin Trail: Potential Alignment[s]").
- B. The Tonquin Trail will also be connected to two other regional trails: Fanno Creek Greenway Trail and Westside Trail (a.k.a. Power Line Trail) by future bike/pedestrian bridges over the Tualatin River. The trail bridge connecting the proposed Tonquin Trail alignment to the Fanno Creek Greenway Trail will be completed in early 2007 (see "Attachment 6 map of Regional Trails and Greenways Map").
- C. The trail will be planned and designed as a "green trail" using environmentally sensitive materials (e.g., pervious asphalt) and will balance the needs of fish, wildlife and habitat with public access.
- D. The Tonquin Geological Area was formed by the Bretz floods between 8,000 and 15,000 years ago. The Bretz Floods scoured the landscape, carrying large boulders and carving out new geological formations. The Tonquin Geological Area is also referred to as "Scablands", which describes lands that have been scoured to bedrock by flooding.
- E. There has been a clear history of public policy decisions and citizen support for the protection of natural areas in the Tonquin Geological Area and planning for a regional trail over a 35-year time frame. Protecting the Tonquin Geological Area or Scablands, and building the Tonquin Trail were first identified as regional priorities when the area was listed in *The Urban Outdoors: A New Proposal for Parks and Open Spaces for the Portland – Vancouver Metropolitan Area* by the Columbia Region Association of Governments (CRAG) in 1971.
- F. The Tonquin Regional Trail is also identified in *the Metropolitan Greenspaces Master Plan* adopted by **METRO** in 1992. In 1995, the region's voters approved a **METRO**-sponsored bond measure to buy land in the Tonquin Geological Target Area for public open space and natural area protection. **METRO** purchased 487

acres in the target area with these funds. In 1996, **METRO** completed the *Tonquin Area Refinement Plan*. The Tonquin Trail concept is recognized on both **METRO's** *Regional Trails and Greenways Map* and on **METRO's** *Regional Transportation Plan (RTP) Bicycle and Pedestrian System Map*. In 2004, the *Tonquin Trail Feasibility Study* was jointly completed by **METRO**, Wilsonville, Tualatin, Sherwood and other interested parties.

JURISDICTIONAL PARTNERS (PROJECT STEERING COMMITTEE)

- A. The City of Wilsonville recently completed a bicycle and pedestrian trail plan, which incorporates the Tonquin Trail concept. A trail connection from the Willamette River to the north through the Scablands, to the Tualatin River Greenway, National Wildlife Refuge, and the Fanno Creek Greenway Trail is an objective of Wilsonville. The 2004 Master Plan for the Graham Oaks Natural Area, owned by **METRO** and located in Wilsonville, also incorporates the Tonquin Trail. Villebois, a new mixed-use "village" development, is located just north and northeast of the Graham Oaks Natural Area and will also include portions of the future Tonquin Trail.
- B. The western alignment of the Tonquin Trail will run through the City of Sherwood. Natural areas, parks, open spaces and creeks, as well as Sherwood's historic Old Town and town center, could be connected by the trail.
- C. The City of Tualatin anticipates the connectivity the Tonquin Trail will add to its existing bikeway and greenway system. Tualatin would like to see the trail link up parks, open spaces and geological features and connect to the Fanno Creek Greenway Trail. Thus, Tigard and Durham would also be connected to the Tonquin Trail via a new bike/pedestrian bridge over the Tualatin River. The bridge will be completed in early 2007.
- D. Washington County is interested in supporting the development of trails in the unincorporated areas of the county to connect the cities of Wilsonville, Sherwood and Tualatin. Washington County, together with **METRO** and the Oregon Department of Transportation, is currently conducting an east/west road connector study between I-5 and 99W (the I-5 to 99W Connector Project), which could potentially accommodate segments of the regional trail.
- E. Clackamas County also supports the development of trails in the unincorporated areas of the county to connect these communities to natural areas and parks.
- F. The U.S. Fish and Wildlife Service's (USFWS) Tualatin River National Wildlife Refuge would be a key northern terminus along the westerly alignment of the trail.

PROJECT FOCUS

- A. The potential trail alignments cover approximately 12 to 16 miles. The project area will generally extend one (1) mile on either side of proposed alignments under

consideration. The project area may be extended to accommodate more feasible alternatives. The proposed trail alignments under consideration include a combination of on-street and off-street alignments.

- B. The future regional trail will serve both recreational and commuter users and will interconnect parks, open spaces, greenways, wildlife refuges, unique geological features, schools, town centers, employment areas and neighborhoods, while also protecting water quality sensitive areas.
- C. The Tonquin Trail Master Plan will determine alignments and routes by looking at topography, soils, natural resources, environmental constraints, zoning, other projects in the vicinity and ownership of land. It is expected that the future trail alignments will traverse a combination of public lands, public right-of-ways, (ROW's), utility and transportation corridors, and upon permission by owners, private developments and land (with their permission and potential dedication of trail ROW by the owners) and/or the possible purchase of trail right-of-way and easements, which could be acquired by **METRO**, other public agencies and land trusts.

PROJECT OBJECTIVES

- A. **METRO** or the **Consultant**, shall assess, analyze and recommend the most appropriate trail alignments and design elements for a future multi-use regional trail between the Willamette and Tualatin rivers.
- B. **METRO**, or the **Consultant**, shall develop a recommended financial strategy, and potential timing of construction of the trail.
- C. **METRO**, or the **Consultant**, shall define a regional trail alignment to serve as a recreational and commuter trail connecting the cities of Wilsonville, Tualatin, Sherwood and the neighboring cities of Tigard and Durham, through a combination of off-street trail and on-street alignments.
- D. **METRO**, or the **Consultant**, shall employ "green trail" design and construction guidelines and/or standards.
- E. **METRO**, or the **Consultant**, shall involve agency partners, neighbors, landowners and businesses, trail user groups and the general public in the planning process.
- F. **METRO**, or the **Consultant**, shall complete the Master Plan between Summer 2007 and Spring 2009.

STATEMENT OF WORK

METRO, or the **Consultant**, shall conduct all necessary activities to accomplish the following scope of services and schedule.

Task 1: Scope of Work Refinement, Project Management Roles

1.1 Kick-off Meeting between Consultant and Project Steering Committee

METRO, or the **Consultant**, shall do the following: Facilitate project kick-off meeting; discuss desired project outcomes and clarify scope of work. Review project time-line, milestones and deliverables. Discuss the roles of the project Steering Committee and consultants. Establish lines of communication and decision-making and internal review processes. Discuss composition, role, meeting frequency and first meeting agenda of the Steering Committee and a larger Working Group. Discuss public involvement and outreach goals, and set dates for public workshops. Discuss initial identification of key stakeholders to interview, and other project logistics as appropriate.

1.2 METRO, or the Consultant, shall perform the following project management responsibilities:

- a. Provide project management, coordination and direction to the project team to complete the project on time and within budget.
- b. **METRO's** project manager shall communicate frequently with Cities and the Steering Committee.
- c. Review sub-consultants monthly progress and billings. Provide copies of prime consultant and sub-consultant bills and invoices to **METRO** project manager.
- d. Review monthly billings for materials and printing costs.
- e. Prepare monthly progress reports including compliance with time-line and budget. (Note: Travel costs are not reimbursable.) Monthly reports will detail work completed in the preceding month by work task, documentation of issues and concerns, coordination efforts with affected agencies, percent of work task completed, and percent of work task budget spent.
- f. Review all documents and submittals with **METRO** project manager to ensure quality control and completeness. All information shall be submitted in paper and digital form.
- g. Coordinate planning work with **METRO**, the cities of Wilsonville, Tualatin, and Sherwood, Clackamas County, Washington County, U.S. Fish and Wildlife Service, Clean Water Services, Oregon Department of Transportation (ODOT), Portland and Western Railroad, TriMet, BPA, other utility companies, and other stakeholder groups under the direction of the **METRO** project manager.

- h. Prepare for and facilitate meetings of the project Steering Committee, Working Group and other public meetings. Agenda and background information shall be available at least one week prior to meetings.
- i. Prepare meeting agendas and meeting minutes, including action items.
- j. Meet with the **METRO** project manager every two weeks or as needed to update him on work tasks and issues.
- k. Finalize the Intergovernmental Agreement (IGA) and Scope of Work including budget and time-line and obtain necessary approvals and signatures.
- l. Assemble project Steering Committee and Working Group and facilitate review of information and documents by Working Group at appropriate points of the work tasks. Arrange and attend all project meetings.
- m. Provide periodic updates to City Councils, County Commissions, planning commissions and/or parks boards, developers, citizen groups, and other government agencies as needed.
- n. Monitor compliance with both time-line and budget and make such corrections as necessary to stay within both. Receive and review all billings and authorize payment from ODOT.
- o. Maintain and update a list of project Stakeholders, interested citizens and agency contacts. Distribution of mailings, public notices for hearings and postage will be the responsibility of **METRO** and the Steering Committee. Create a link to **METRO Parks'** website.

1.3 The Project Steering Committee shall:

- a. Approve IGA and scope of work including budget and time-line.
- b. Review all work products developed by the consultants.
- c. Participate in research and fieldwork as needed.
- d. Make final recommendations on trail alignments, design guidelines, trail logo and financial plan and general time-line to build and maintain the trail.
- e. Recommend and approve members for the Working Group.
- f. Attend Steering Committee and Working Group meetings.
- g. Organize, publicize and attend/host local public meetings to present information about the planning process and master plan.

- h. Organize, conduct and host/attend one or two public meetings per city, (Clean Water Services, Clackamas County and Washington County will participate as appropriate), write meeting summaries and document public comments.

1.4 ODOT Responsibilities

- a. Execute IGA between parties.
- b. Hire prime consultant. Coordinate hiring of sub-consultants.
- c. Pay all bills within 45 days of receipt by ODOT.

Task 1: METRO, or the Consultant, shall provide the following deliverables:

- a. Scope of work, budget and time-line (including schedule of meetings)
- b. Updated stakeholders mailing lists
- c. Lists of trail advocates, and key property owners, adjacent to the trail corridor
- d. Monthly progress reports
- e. Prepare and distribute meeting agendas and minutes

Task 2: Data Gathering, Field Inventory, Research and Analysis

Objective: Provide basic information in order to determine final trail alignments, design specifications, and construction cost estimates.

2.1 METRO, or the Consultant, shall collect and review pertinent transportation, parks/open space and trail plans, and related projects in the vicinity that will serve as important sources of baseline information for the Tonquin Trail Master Plan. These include, but are not limited to:

- a. Existing City and County Comprehensive Plans: land use, zoning, parks/trails, and transportation
- b. METRO's Graham Oaks Natural Area Master Plan
- c. METRO's Greenspaces Master Plan (which includes trails)
- d. METRO's Regional Transportation Plan (RTP)
- e. Wilsonville Parks and Recreation Master Plan
- f. Wilsonville Bicycle and Pedestrian Master Plan Update
- g. Villebois Master Plan and Trail Development
- h. Boeckman Road Extension Project
- i. Water Pipe Study from Wilsonville to Sherwood
- j. BPA and PGE Power Line Corridors (a.k.a. Westside Power Line Trail)
- k. TriMet Commuter Rail Project
- l. I-5 to 99W Road Connector Study
- m. Washington County 2020 Transportation Plan

- n. Bike / Pedestrian Bridge over Tualatin River in Tualatin
- o. Tualatin Greenway Development Plan
- p. Tualatin Bikeway Plan
- q. Tualatin Parks and Recreation Master Plan
- r. Fanno Creek Greenway Trail Action Plan
- s. Tualatin River Greenway Trail Plan
- t. Tualatin Urban Expansion Concept Plan
- u. Sherwood Transportation System Plan
- v. Sherwood Parks and Natural Areas Plan
- w. Sherwood Urban Expansion **METRO's** Concept Plan
- x. **METRO's** Green Trails – Guidelines for environmentally friendly trails
- y. U.S. Fish and Wildlife Service's (USFWS) Tualatin National Wildlife Refuge Plan
- z. Green Trails Design, Construction and Maintenance plans by other agencies
- aa. Other improvement plans such as roadway projects and major residential or commercial developments.

2.2 Land Use Approvals and Regulatory Requirements

- a. **METRO**, or the **Consultant**, shall perform the following: Determine if a trail is allowed outright based on local regulations. Review existing comprehensive and zoning plans for the proposed trail alignments to determine whether the trail will be allowed outright. An outright allowance under current zoning would allow the project to proceed. A conditional use (CU) determination or environmental overlay may inform and affect the design and alignment of the trail. Outline how comprehensive plans and zoning maps would need to change in order to allow for a trail. Where necessary, outline the process for securing reviews and permits to construct the trail.
- b. **METRO**, or the **Consultant**, shall determine if a trail would be allowed in a power-line corridor and railroad corridor. If allowed, list needed requirements.
- c. **METRO**, or the **Consultant**, shall produce a list of agencies that will need to review trail plans, designs and construction documents. Generate a matrix of local, county, regional, state, and federal agencies along with their associated permits, estimated permit fees and regulations, and reviews that pertain to the planning, design, development and maintenance of the future Tonquin Trail.
- d. **METRO**, or the **Consultant**, shall produce a list of established Local, Regional, State and Federal trail design and development standards and guidelines. Generate a list of established Local, Regional, State and Federal standards and guidelines for trail design and development to use as a framework for alignment alternatives and evaluation process and to develop maintenance and management strategies for the local trail managing agencies. Sources will include ODOT Bicycle and Pedestrian Plan, American Association of State Highway and Transportation Officials (AASHTO) Guide

for the Development of Bicycle Facilities, Americans with Disabilities Act (ADA) standards, the Manual on Uniform Traffic Control Devices (MUTCD), METRO's Green Trails Guidelines manual, and other sources.

2.3 Reconnaissance Level Environmental Baseline Report

- a. **METRO**, or the **Consultant**, shall identify and map, if appropriate, the following resources in project area and anticipated land use actions and permits needed:
- b. Conduct Level 1 hazardous materials assessment of trail alignments.
- c. Identify potential cultural resources (Section 106) in project area.
- d. Identify potential archaeological resources and potential need for State Historic Preservation Office (SHPO) clearance.
- e. Identify if surface water run-off disposal or treatment will require local permit, DEQ NPDES permit, or if further investigation is needed.
- f. Identify sensitive, threatened and endangered species in project area and potential for No-Effect Memo or Biological Assessment (BA) for ESA species.
- g. Identify designated FEMA floodway or floodplains.
- h. Identify and describe jurisdictional wetlands and waters of the state.
- i. Identify 4(f) resources (historic site, wildlife refuge, or Public Park) in the project area.
- j. Identify and map Goal 5 resources along the trail alignments.
- k. Identify environmental constraints of building the trail in the power line corridor and at the toe of the berm of the railroad alignment.
- l. Maps should be 11" x 17" in size and display size for meetings should be at least 2' x 3'.
- m. Identify anticipated required land use actions. Develop list of permits needed to build the trail.

2.4 Field Inventory

- a. **METRO**, or the **Consultant**, shall conduct a comprehensive field inventory of the project area focusing on potential alignments to augment the data collected in the Tonquin Trail Feasibility Study, July 2004.
- b. **METRO**, or the **Consultant**, shall conduct a land inventory of the natural features and human-made features in the corridor and along the potential trail alignments. Incorporate information in tables and maps. Conduct a topographical analysis of the recommended alignments. List all impediments in the terrain. Map information on display size maps (at least 2'x3') and 11"x17" maps.

2.4 Geotechnical and Hydraulic Analysis

- a. **METRO**, or the **Consultant**, shall research and provide reconnaissance level geotechnical and hydraulic data to determine preliminary recommendations,

feasibility of proposed alternative alignments, and special mitigation and construction cost considerations due to Geological hazards or special drainage mitigation issues.

2.5 Real Estate Title Research and Analysis

- a. **METRO**, or the **Consultant**, shall determine and follow federal and ODOT rules and requirements related to right-of-way issues and studies and acquisition implementation strategies.
- b. **METRO**, or the **Consultant**, shall conduct a right-of-way analysis to determine where public and nonprofit owned lands (including utility corridors and street ROW) could accommodate the future trail. Findings will be presented on a map and table w/with acres and ownership information.
- c. **METRO**, or the **Consultant**, shall conduct a Right-of-Way Analysis to determine where private lands (including utility corridors) may be needed to accommodate the future trail. (Present on a map and table w/with acres and ownership information).
- d. **METRO**, or the **Consultant**, shall inventory, map and assess which private lands may need to be purchased for the future trail.
- e. **METRO**, or the **Consultant**, shall inventory, map and assess what privately owned land may need easements or dedications to provide for the future trail.
- f. **METRO**, or the **Consultant**, shall inventory, map and assess private encroachments on public land and utility corridors.
- g. **METRO**, or the **Consultant**, shall review existing easements on private lands in the utility corridors and determine feasibility of forming agreements to allow a future trail.
- h. **METRO**, or the **Consultant**, shall identify and contact all public utilities in the project study area about the trail master plan study. Request utility maps for the project area from the utility companies. Determine what, if any, prior rights exist and estimate potential costs associated with obtaining those rights or adding trail rights. Determine impacts of project and needed utility easement adjustments. Identify potentially costly or time-consuming adjustments and determine responsibility for costs.
- i. **METRO**, or the **Consultant**, shall review, assess and coordinate plans with public and private utilities. Inventory, map and make recommendations on how utility corridors could accommodate the future trail (e.g., rail and freight lines, future Westside Commuter Rail corridor, electric / BPA / PGE, natural gas, street ROW, sewer/storm water/drinking water lines, etc.)

- j. Note: METRO's Open Spaces and Trails acquisitions are based on a willing seller program.

2.6 Traffic and Roadway Analysis

- A. METRO or the Consultant shall provide coordination / analysis and recommendation of street and railroad crossing design options with affected agencies and work needed to further define (traffic analysis, signal warrant data, safety issues, etc.).

Task 2: METRO, or the Consultant, shall provide the following deliverables:

- a. "Draft" version of maps, tables and reports.
- b. "Final" version of maps tables and reports.

Task 3: Public Involvement and Information

Objective: Provide public involvement services that will result in meaningful and constructive public input to the master plan, and promote a positive partnership between the public and agency partners. Develop and carry out a public outreach plan to inform and involve local partners and jurisdictions, adjacent neighbors, property owners and businesses, trail user groups, local media and the general public. Components of the plan shall include the following:

3.1 Tonquin Trail Steering Committee and Working Group Meetings

- a. METRO, or the Consultant, shall attend Tonquin Trail Working Group and Steering Committee meetings and present project information as appropriate. The working group will consist of members representing a variety of backgrounds and interests. The working group will meet monthly or as needed during the entire planning process of two years. The working group will serve as a sounding board and review work products and recommendations for trail alignments and trail design. These meetings will be used to present updates and receive feedback as per the direction of the master plan.

3.2 Public Community Meetings

- a. METRO, or the Consultant, shall facilitate one or two public meetings per city. Clean Water Services, Clackamas County and Washington County will participate as appropriate. The workshops will solicit public comment about recommended trail alignments and design options and outline the Working Group's response to public comments. Prepare presentation materials, agendas, questionnaire forms, and minutes for these meetings.

3.3 Agency Contacts and meetings

- a. **METRO**, or the **Consultant**, shall hold stakeholder discussions with affected agency staff, as needed, to clarify specific issues or handle specific problems. Such agencies may include ODOT, USFWS, BPA, PGE, Tri-Met and the railroad, local partners, etc.

3.4 Stakeholder Contacts – Community Groups and Adjacent Property Owners

- a. **METRO**, or the **Consultant**, shall attend meetings with local business, non-profit and/or neighborhood groups as needed to present updates on the master plan process and resolve conflicts as they arise.
- b. Hold individual one-on-one meetings with affected adjacent property owners who may want to work out a specific issue. Offer to meet in the field or at individual's homes, businesses or at a public office.

3.5 Final Presentations

- a. **METRO**, or the **Consultant**, shall prepare for and facilitate up to two presentations of the draft and final Master Plan at each of the following governing bodies: park and recreation advisory boards, city councils or county commissions, planning commissions, and **METRO** Council.
- b. **METRO**, or the **Consultant**, shall prepare display boards, summary reports, high quality web-friendly PowerPoint computer presentations with preferred alignments and major trail features to present to governing bodies and interest groups that present preferred alignments and major trail features.

Task 3: METRO, or the Consultant, shall provide the following deliverables:

- a. Presentation materials
- b. Stakeholder interview questions and summaries
- c. Summaries of one-on-one meetings with landowners
- d. Facilitation of public workshops
- e. Participation in Steering Committee and Working Group meetings
- f. Agendas and meeting minutes for public forums and working group meetings
- g. Presentation materials to city councils, Washington County and Clackamas County commissions and **METRO** Council
- h. One large display size (at least 2 'x 3') of the entire trail corridor (one each: aerial photo and planning map)
- i. Power Point Presentation on a CD
- j. Trail Brochure: 4-page color fold out with centerfold map (**METRO** has already developed a draft.)
- k. Power Point Virtual Tours on CDs of the Trail Alignments (ground level and from the air if possible, e.g., via Earth Google software)
- l. Coordinate web page detailing the Master Planning Process on **METRO** Parks Site with links to local partners web sites (this task to be completed by the local partners)

- m. Design a proposed trail logo and map which will be used on way-finding signs, maps, brochures, etc.
- n. Educational materials for trail users (e.g., where the sensitive areas and water quality areas are located, etc.)

Task 4: Trail Alignments Feasibility Assessment and Alternatives Analysis

Objective: Identify and explore all potential trail alignment alternatives to ensure the best possible alignments. Analysis of options shall focus on safety, particularly at roadway and rail crossings, coordination with public plans and adjacent private property owners, cost, ease of implementation, aesthetics, topographical constraints, environmental constraints, and public support. Also evaluate potential connections to key destinations such as other trail systems (e.g., local trails and bike routes) in the area, trailheads, access points, transit connections, as well as potential connections to schools, parks, town and employment centers, and homes.

4.1 Alternatives Evaluation

- a. **METRO**, or the **Consultant**, shall evaluate alignment alternatives described below according to various evaluation criteria to be developed. This detailed analysis will ensure the best possible alignments from the perspective of the trail user with a focus on safety, cost, ease of implementation, site constraints, aesthetics and public support. Evaluation of the potential alignments will be accomplished by constructing a decision-matrix that scores by each criterion. Scoring of individual criteria will be weighted to reflect the highest priority items. This work will be done in coordination with Project Steering Committee and Working Group.
- b. Safety and Security: Evaluate alternative crossings options and alignments based on traffic speed, visibility, and volume data, using ODOT, AASHTO, railroad companies, TriMet, and other agencies' guidelines and experiences. Review accident data, police reports, and crime statistics.
- c. Consistency with Local Plans: Determine the compatibility/conflict of the proposed alignments with local, regional and state transportation and bikeway plans and policies.
- d. Environmental Impacts: Evaluate potential environmental impacts to wildlife habitat, wetlands, water bodies, and riparian areas and resulting mitigation requirements. Protection of these natural resources is very important and should be addressed in the master plan.
- e. Bikeway and Community Connections: Give priority to alternatives that provide the most direct and convenient access to other trails or bikeways, schools, (e.g., "Safe Routes to Schools") parks, and town centers and, commercial, employment and residential areas.

- f. Trail User Experience: Give priority to alternatives that provide a positive user experience with respect to views, scenic quality, wildlife viewing, noise and grades.
- g. Multiple Uses of Trail: Evaluate alternatives with potential users in mind such as bicyclists, walkers, joggers, in-line skaters, equestrians (assess potential for equestrian use and cost of trailheads for horses and trailers), motorized and non-motorized wheelchair users, and maintenance or security vehicles.
- h. Cost Considerations: Estimate cost of alternatives, especially where bridge, crossing improvements, fencing, trailheads, retaining walls, boardwalks, or other expensive infrastructure improvements are being considered.
- i. Acquisition and Easement Considerations: Prioritize projects already in public ownership, review easements in entire corridor in coordination with METRO Parks' real estate staff and local partners.
- j. Private Property Impacts: Analyze potential impacts of trail alignments and design on adjacent private properties and mitigate for those impacts. Work with adjacent neighbors as needed.

4.2 Recommend Preferred Alignments

- a. From the alternatives evaluation process, **METRO**, or the **Consultant**, shall develop preferred alignments in enough design detail using available mapping so that the constraints and decision-points are clear.
- b. Other work tasks and aspects of the recommended alignments to be addressed include:
 - c. Railroad alignments and/or crossings: Explore design options and work with ODOT, TriMet and the Portland and Western Railroad
 - d. Phasing plan of building the trail in four segments (e.g., Wilsonville, unincorporated areas, Sherwood and Tualatin)
 - e. Property requirements and strategies
 - f. Cost estimating for permit fees, construction oversight costs, third party design review and operating restrictions, discreet discrete categories (such as fencing, paving, lighting, etc.), and responsibility.
 - g. Maintenance program and costs
 - h. Crossing design for each trail-roadway crossing, including potential use of signals, striping, loop detectors for signals, additional lighting, and signage
 - i. Surface treatment
 - j. User conflict reduction strategies
 - k. Environmental mitigation, if needed, erosion control, drainage, ADA compliance
 - l. Outline a strategy for resolving potential conflicts that includes a combination of incentives and regulations, as appropriate.

Task 4: METRO, or the Consultant, shall provide the following deliverables:

- a. Evaluation Criteria and Matrix
- b. Report on alignment options including text, sections, plans, maps and diagrams to convey the preferred alignment.
- c. Cross-sections of trail
- d. Provide drafts, then final versions.

Task 5: Trail Design - Preliminary Recommendations

Objective: METRO, or the Consultant, shall provide general recommendations for trail design elements (trail cross sections, surface treatments and amenities) for the preferred trail alignments. In particular, provide recommendations for trailheads, way-finding signage, trail crossings and "pinch points" along the trail.

5.1 Analysis of key design elements and uses

METRO, or the Consultant, shall analyze and recommend various key design elements that factor into the trail design concept. These include:

- a. Bikeway section (typical)
- b. Bikeway section (constrained)
- c. Environmentally sensitive areas and pinch points
- d. Amenities and support facilities
- e. Pavement types (including pervious surfaces)
- f. Historical markers/gateways
- g. Way-finding signs, maps, mile posts
- h. Fencing and other barriers
- i. Horizontal and vertical clearances
- j. ODOT Rail Division, TriMet and railroad companies' design requirements for trails adjacent to railroad lines
- k. BPA, PUC and utility companies' design requirements for trails within or adjacent to utility corridors
- l. City, county and state design guidelines for trails in the public R-O-WROW
- m. Interpretive signing, maps and kiosks
- n. Access and trailheads/parking
- o. Restroom facilities (new or use existing facilities adjacent or near the trail)
- p. Drinking fountains
- q. Signing and striping
- r. Road crossings
- s. Bridges
- t. Gradients
- u. Drainage
- v. Lighting
- w. Landscaping
- x. Utility relocations
- y. Skateboard, in-line skates, scooter, etc.

- z. Equestrian use
- aa. Separate paths (soft surface path for walkers/joggers near sensitive land areas and hard surface for bikers)

5.2. Trail Design

- a. Based on the analysis of items listed above, specific design elements of the trail will be described in typical sections and plans. Design elements will all conform to established local, regional, state and federal and railroad company standards and guidelines.

5.3 Cost Estimates

- a. **METRO**, or the **Consultant**, shall produce cost estimates of the trail, (subtotal costs by trail segments to be determined) using unit costs for items related to trail design, engineering, construction, and maintenance.
- b. **METRO**, or the **Consultant**, shall present cost estimates in an easily readable spreadsheet that breaks down costs for each segment of the trail. Use both English and metric units. Provide General Cost estimates for:
 - Land and ROW Acquisition and/or obtaining easements
 - Land and ROW Dedications
 - Conservation Easements
 - Trail Construction Document Preparation and Permitting
 - Preliminary Engineering
 - Construction (including relocation of electric poles, towers, etc.)
 - Operations and Maintenance

Task 5: METRO, or the Consultant, shall provide the following deliverable:

- a. Report on alignment recommendations, trail design elements, photos, illustrations, cross sections, maps, and cost estimates. (Provide draft then final version.)

Task 6: Tonquin Trail Master Plan Document

Objective: To produce a “user friendly” final document available for public review and distribution that is available in both hard copy and digital form. Determine the desired final format for the Master Plan document that, in addition to serving as a tool for trail development, will be easily understood by the public. The Master Plan document shall be tailored for ease of segmenting sections (e.g.e.g., Wilsonville segment, Sherwood segment, Tualatin segment, unincorporated Washington and Clackamas county segments) out for specific funding applications, and it shall include graphics and display boards that can serve as a communication tool to generate public interest for the project.

6.1 METRO, or the **Consultant**, shall work with the Trail Working Group to determine report format, layout, and programs to use. Prepare a full draft of the master plan (comprised of a summary document and Technical Notebook), to be internally circulated and reviewed by **METRO**, Wilsonville, Sherwood, Tualatin, Clean Water Services, Washington County, Clackamas County and other trail partners including the Tonquin Trail Working Group for comment.

6.2 METRO, or the **Consultant**, shall incorporate all comments into a second draft for printing and distribution by **METRO**. This draft will function as the final draft for public review.

6.3 METRO, or the **Consultant**, shall revise the draft after public review and produce a final Master Plan.

6.4 In addition to preparing photo-ready hard copies, **METRO**, or the **Consultant**, shall provide Steering Committee and Working Group members with a CD containing digital copies of drafts, tables, maps, GIS files, and other supporting documents in MS Word, Adobe Acrobat, ArcView GIS, or other cross-platform formats.

Task 6: METRO, or the Consultant, shall provide the following deliverable:

- a. Provide eight (8) copies of the draft report and then final report with text, analysis, and proposed trail alignments, incorporating maps and aerial photography. Trail alignments shall be shown by segments (e.g., Wilsonville, unincorporated areas, Sherwood and Tualatin) on 11" x 17" aerial photo maps. Appendices may include statistics, technical research, and other information used in making trail alignment recommendations. Include two camera-ready paper copies in color and an electronic copy of the report on a CD.
- b. Supply Digital photographs on a CD of the entire corridor and recommended trail alignments. Location of images must be described.
- c. Include spreadsheet of recommendations of ROW and land, which may need to be acquired in fee, or through easements, including estimated costs.
- d. Develop an "Executive Summary" of the master plan and provide eight (8) copies to be distributed to the Steering Committee.

Estimated Time-line

Summer 2007 to Spring 2009

Tongah Trail Master Plan
 DRAFT Schedule
 January 31, 2007

Task	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Month 13	Month 14	Month 15	Month 16	Month 17	Month 18	Month 19	Month 20	Month 21	Month 22	Month 23	Month 24		
Task 1	Develop a Vision Statement, Project Objectives, and a Strategic Plan																									
	Conduct a Market Analysis																									
	Develop a Marketing Strategy																									
	Develop a Financial Plan																									
	Develop a Risk Management Plan																									
	Develop a Sustainability Plan																									
	Develop a Communications Plan																									
	Develop a Monitoring and Evaluation Plan																									
	Develop a Policy and Legal Framework																									
	Develop a Governance Structure																									
Task 2	Conduct a Feasibility Study																									
	Develop a Business Plan																									
	Develop a Marketing Strategy																									
	Develop a Financial Plan																									
	Develop a Risk Management Plan																									
	Develop a Sustainability Plan																									
	Develop a Communications Plan																									
	Develop a Monitoring and Evaluation Plan																									
	Develop a Policy and Legal Framework																									
	Develop a Governance Structure																									
Task 3	Develop a Business Plan																									
	Develop a Marketing Strategy																									
	Develop a Financial Plan																									
	Develop a Risk Management Plan																									
	Develop a Sustainability Plan																									
	Develop a Communications Plan																									
	Develop a Monitoring and Evaluation Plan																									
	Develop a Policy and Legal Framework																									
	Develop a Governance Structure																									
	Develop a Business Plan																									
Task 4	Develop a Business Plan																									
	Develop a Marketing Strategy																									
	Develop a Financial Plan																									
	Develop a Risk Management Plan																									
	Develop a Sustainability Plan																									
	Develop a Communications Plan																									
	Develop a Monitoring and Evaluation Plan																									
	Develop a Policy and Legal Framework																									
	Develop a Governance Structure																									
	Develop a Business Plan																									
Task 5	Develop a Business Plan																									
	Develop a Marketing Strategy																									
	Develop a Financial Plan																									
	Develop a Risk Management Plan																									
	Develop a Sustainability Plan																									
	Develop a Communications Plan																									
	Develop a Monitoring and Evaluation Plan																									
	Develop a Policy and Legal Framework																									
	Develop a Governance Structure																									
	Develop a Business Plan																									
Task 6	Develop a Business Plan																									
	Develop a Marketing Strategy																									
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	Develop a Monitoring and Evaluation Plan																									
	Develop a Policy and Legal Framework																									
	Develop a Governance Structure																									

DRAFT Budget

Tonquin Trail Master Plan

January 31, 2007

Tasks	Project Manager \$150	Planner \$80	Engineer \$120	Landscape Architect \$100	Graphic/Map \$70	Admin \$80	Total Hours	Total Days	Total Est Cost	Budget
1 - Scope of Work Refinement, Project Management Issues	73	164				108	345		\$ 29,470	\$30,000
Develop Scope of Work, Budget and Timeline										
Project Kick-off Meeting										
Interdepartmental Agreement Execution										
Attend Stakeholder meeting list										
Attend Working Group										
Let Trail Advocates and Key Property Owners										
Develop and Distribute Meeting Agendas										
Hold Monthly Steering Group/Working Group Meetings										
Develop and Distribute Meeting Minutes										
Public Meetings										
Monthly Progress Reports										
2 - Data Gathering, Field Inventory, Research and Analysis	42	190	75	30	38	30	423		\$ 48,267	\$50,000
Collect and Review Existing Relevant Plans and Related Projects										
Review Land Use Approvals and Regulatory Requirements										
Environmental Baseline Report										
Field Inventory										
Geotechnical and Hydraulic Analysis										
Real Estate Title Research Analysis										
Traffic and Roadway Analysis										
Draft Version of Maps, Tables and Reports										
Final Version of Maps, Tables and Reports										
3 - Public Involvement and Information	33	71	5	8	60	70	244		\$ 19,257	\$20,000
Develop Presentation Materials										
Stakeholder Interview Questions and Summaries										
Summaries of One-On-One Meetings with Landowners										
Facilitation of Public Meetings										
Participation in Steering Committee and Working Group Meetings										
Create and Distribute Agendas and Meeting Minutes for public forums and Working Group Meetings										
Develop Presentation Materials for Councils and Committees										
Attend Meetings with Businesses, Non-profits and Neighborhood Groups										
Large Display (2x3) of Entire Trail Corridor (i.e. aerial photo and map)										
4 - Trail Alignments Feasibility Assessment & Alternatives Analysis	110	190	40	60	115	60	675		\$ 22,700	\$80,000
Develop Alignment Criteria and Matrix										
Report on Alignment Options										
Cross-sections of Trail										
5 - Trail Design - Preliminary Recommendations	30	40	10	20	25	20	145		\$ 18,850	\$20,000
Report on Alignment Recommendations										
Trail Design Elements										
Photos										
Illustrations										
Cross-sections of Trail										
Maps										
Cost Estimates										
6 - Tonquin Trail Master Plan Document	37	92	4	4	70	20	227		\$ 18,890	\$20,000
Draft Report										
Digital Files on CD of Trail Corridor and Recommended Alignments										
Spreadsheet of Recommendations for ROW and Land										
Executive Summary of Master Plan										
CD of All Report Elements (text, maps, tables, GIS files and supporting documents)										
TOTAL									\$ 185,380	\$200,000

**Attachment 4
 Tonquin Trail Master Plan
 Project Steering Committee**

November 2006

Project Manager	
<p>Mel Huie, Regional Trails Coordinator Metro Parks & Greenspaces 600 NE Grand Ave. Portland, OR 97232 503.797.1731 huiem@metro.dst.or.us</p>	
Steering Committee	
<p>Julia Hajduk Senior Planner City of Sherwood 22560 SW Pine St. Sherwood, OR 97140 503.625.4204 hajduki@ci.sherwood.or.us</p>	<p>Carl Switzer Parks & Recreation Coordinator City of Tualatin 18880 SW Martinazzi Ave. Tualatin, OR 97062 502.691.3064 cswitzer@ci.tualatin.or.us</p>
<p>Kerry Rappold Natural Resources Program Manager City of Wilsonville 8445 SW Elligsen Rd. Wilsonville, OR 97070 503.570.1570 rappold@ci.wilsonville.or.us</p>	<p>Lori Mastrantonio Senior Planner Clackamas County 9101 SE Sunnybrook Blvd. Clackamas, OR 97015 503.353.4511 lorim@co.clackamas.or.us</p>
<p>Astrid Dragoy Plan Review Supervisor Clean Water Services 2550 SW Hillsboro Hwy. Hillsboro, OR 97123 503.681.5157 Dragova@cleanwaterservices.org</p>	<p>Aisha Willits Senior Planner Washington County 155 N First Ave., Suite 350, MS 14 Hillsboro, OR 97124 503.846.3961 aisha_willits@co.washington.or.us</p>
<p>John Mermin Transportation Planner Metro Planning 600 NE Grand Ave. Portland, OR 97232 503.797.1747 merminj@metro.dst.or.us</p>	

For purposes of Exhibits B and C, references to Department shall mean ODOT, references to Contractor shall mean **METRO** and the **Port**, each with respect to its own activities, and references to Contract shall mean Agreement.

**EXHIBIT B
CONTRACTOR CERTIFICATION**

Contractor certifies by signing this Contract that Contractor has not:

- (a) Employed or retained for a commission, percentage, brokerage, contingency fee or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Contractor) to solicit or secure this Contract,
- (b) agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any firm or person in connection with carrying out the Contract, or
- (c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Contractor), any fee, contribution, donation or consideration of any kind for or in connection with, procuring or carrying out the Contract, except as here expressly stated (if any):

Contractor further acknowledges that this certificate is to be furnished to the Federal Highway Administration, and is subject to applicable State and Federal laws, both criminal and civil.

DEPARTMENT OFFICIAL CERTIFICATION

Department official likewise certifies by signing this Contract that Contractor or his/her representative has not been required directly or indirectly as an expression of implied condition in connection with obtaining or carrying out this Contract to:

- (a) Employ, retain or agree to employ or retain, any firm or person or
- (b) pay or agree to pay, to any firm, person or organization, any fee, contribution, donation or consideration of any kind except as here expressly stated (if any):

Department official further acknowledges this certificate is to be furnished to the Federal Highway Administration, and is subject to applicable State and Federal laws, both criminal and civil.

EXHIBIT C

Federal Provisions
Oregon Department of Transportation

I. CERTIFICATION OF NONINVOLVEMENT IN ANY DEPARTMENT AND SUSPENSION

Contractor certifies by signing this Contract that to the best of its knowledge and belief, it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
4. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state or local) terminated for cause or default.

Where the Contractor is unable to certify to any of the statements in this certification, such prospective participant shall submit a written explanation to Department.

List exceptions. For each exception noted, indicate to whom the exception applies, initiating agency, and dates of action. If additional space is required, attach another page with the following heading: Certification Exceptions continued, Contract Insert.

EXCEPTIONS:

Exceptions will not necessarily result in denial of award, but will be considered in determining Contractor responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

The Contractor is advised that by signing this Contract, the Contractor is deemed to have signed this certification.

II. INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS--PRIMARY COVERED TRANSACTIONS

1. By signing this Contract, the Contractor is providing the certification set out below.
2. The inability to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The Contractor shall explain why he or she cannot provide the certification set out below. This explanation will be considered in connection with the Department determination to enter into this transaction. Failure to furnish an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government or the Department may terminate this transaction for cause of default.
4. The Contractor shall provide immediate written notice to the Department if at any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Department's Program Section (Tel. (503) 986-3400) to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The Contractor agrees by entering into this Contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transactions with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency entering into this transaction.
7. The Contractor further agrees by entering into this Contract that it will include the Addendum to Form FHWA-1273 titled, "Appendix B--Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions", provided by the Department entering into this covered transaction without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List published by the U. S. General Services Administration.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is

suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government or the Department, the Department may terminate this transaction for cause or default.

III. ADDENDUM TO FORM FHWA-1273, REQUIRED CONTRACT PROVISIONS

This certification applies to subcontractors, material suppliers, vendors, and other lower tier participants.

- Appendix B of 49 CFR Part 29 -

Appendix B--Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this Contract, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this Contract is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this

- clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Contract is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this Contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
 6. The prospective lower tier participant further agrees by submitting this Contract that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement list.
 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions**
- a. The prospective lower tier participant certifies, by entering into this Contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall submit a written explanation to Department.

IV. EMPLOYMENT

1. Contractor warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractors, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranting, Department shall have the right to annul this Contract without liability or in its discretion to deduct from the Contract price or consideration or otherwise recover, the full amount of such fee,

commission, percentage, brokerage fee, gift or contingent fee.

2. Contractor shall not engage, on a full or part-time basis or other basis, during the period of the Contract, any professional or technical personnel who are or have been at any time during the period of this Contract, in the employ of Department, except regularly retired employees, without written consent of the public employer of such person.
3. Contractor agrees to perform consulting services with that standard of care, skill and diligence normally provided by a professional in the performance of such consulting services on work similar to that hereunder. Department shall be entitled to rely on the accuracy, competence, and completeness of Contractor's services.

V. NONDISCRIMINATION

During the performance of this Contract, Contractor, for himself, his assignees and successors in interest, hereinafter referred to as Contractor, agrees as follows:

1. Compliance with Regulations. Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, and Section 162(a) of the Federal-Aid Highway Act of 1973 and the Civil Rights Restoration Act of 1987. Contractor shall comply with the regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated by reference and made a part of this Contract. Contractor, with regard to the work performed after award and prior to completion of the Contract work, shall not discriminate on grounds of race, creed, color, sex or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section

21.5 of the Regulations, including employment practices, when the Contract covers a program set forth in Appendix B of the Regulations.

2. Solicitation for Subcontractors, including Procurement of Materials and Equipment. In all solicitations, either by competitive bidding or negotiations made by Contractor for work to be performed under a subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and regulations relative to nondiscrimination on the grounds of race, creed, color, sex or national origin.
3. Nondiscrimination in Employment (Title VII of the 1964 Civil Rights Act). During the performance of this Contract, Contractor agrees as follows:
 - a. Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this nondiscrimination clause.
 - b. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for

employment without regard to race, creed, color, sex or national origin.

4. Information and Reports. Contractor will provide all information and reports required by the Regulations or orders and instructions issued pursuant thereto, and will permit access to his books, records, accounts, other sources of information, and his facilities as may be determined by Department or FHWA as appropriate, and shall set forth what efforts he has made to obtain the information.
5. Sanctions for Noncompliance. In the event of Contractor's noncompliance with the nondiscrimination provisions of the Contract, Department shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to Contractor under the agreement until Contractor complies; and/or
 - b. Cancellation, termination or suspension of the agreement in whole or in part.
6. Incorporation of Provisions. Contractor will include the provisions of paragraphs 1 through 6 of this section in every subcontract, including procurement of materials and leases of equipment, unless exempt from Regulations, orders or instructions issued pursuant thereto. Contractor shall take such action with respect to any subcontractor or procurement as Department or FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event Contractor becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, Department may, at its option, enter into such litigation to protect the interests of Department, and, in addition, Contractor may request Department to enter into such litigation to protect the interests of the State of Oregon.

VI. DISADVANTAGED BUSINESS

ENTERPRISE (DBE) POLICY

In accordance with Title 49, Code of Federal Regulations, Part 26, Contractor shall agree to abide by and take all necessary and reasonable steps to comply with the following statement:

DBE POLICY STATEMENT

DBE Policy. It is the policy of the United States Department of Transportation (USDOT) to practice nondiscrimination on the basis of race, color, sex and/or national origin in the award and administration of USDOT assist contracts. Consequently, the DBE requirements of 49 CFR 26 apply to this Contract.

Required Statement For USDOT Financial Assistance Agreement. If as a condition of assistance the Agency has submitted and the US Department of Transportation has approved a Disadvantaged Business Enterprise Affirmative Action Program which the Agency agrees to carry out, this affirmative action program is incorporated into the financial assistance agreement by reference.

DBE Obligations. The Department and its Contractor agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR 26 have the opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, Contractor shall take all necessary and reasonable steps in accordance with 49 CFR 26 to ensure that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts. Neither Department nor its contractors shall discriminate on the basis of race, color, national origin or sex in the award and performance of federally-assisted contracts. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of such contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as Department deems appropriate.

The DBE Policy Statement and Obligations shall be included in all subcontracts entered into under this Contract.

Records and Reports. Contractor shall provide monthly documentation to Department that it is subcontracting with or purchasing materials from the DBEs identified to meet Contract goals. Contractor shall notify Department and obtain its written approval before replacing a DBE or making any change in the DBE participation listed. If a DBE is unable to fulfill the original obligation to the Contract, Contractor must demonstrate to Department the Affirmative Action steps taken to replace the DBE with another DBE. Failure to do so will result in withholding payment on those items. The monthly documentation will not be required after the DBE goal commitment is satisfactory to Department.

Any DBE participation attained after the DBE goal has been satisfied should be reported to the Departments.

DBE Definition. Only firms DBE certified by the State of Oregon, Department of Consumer & Business Services, Office of Minority, Women & Emerging Small Business, may be utilized to satisfy this obligation.

CONTRACTOR'S DBE CONTRACT GOAL

DBE GOAL 0 %

By signing this Contract, Contractor assures that good faith efforts have been made to meet the goal for the DBE participation specified in the Contract for this project as required by ORS 200.045, and 49 CFR 26.53 and 49 CFR, Part 26, Appendix A.

VII. LOBBYING

The Contractor certifies, by signing this agreement to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal

agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor also agrees by signing this agreement that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

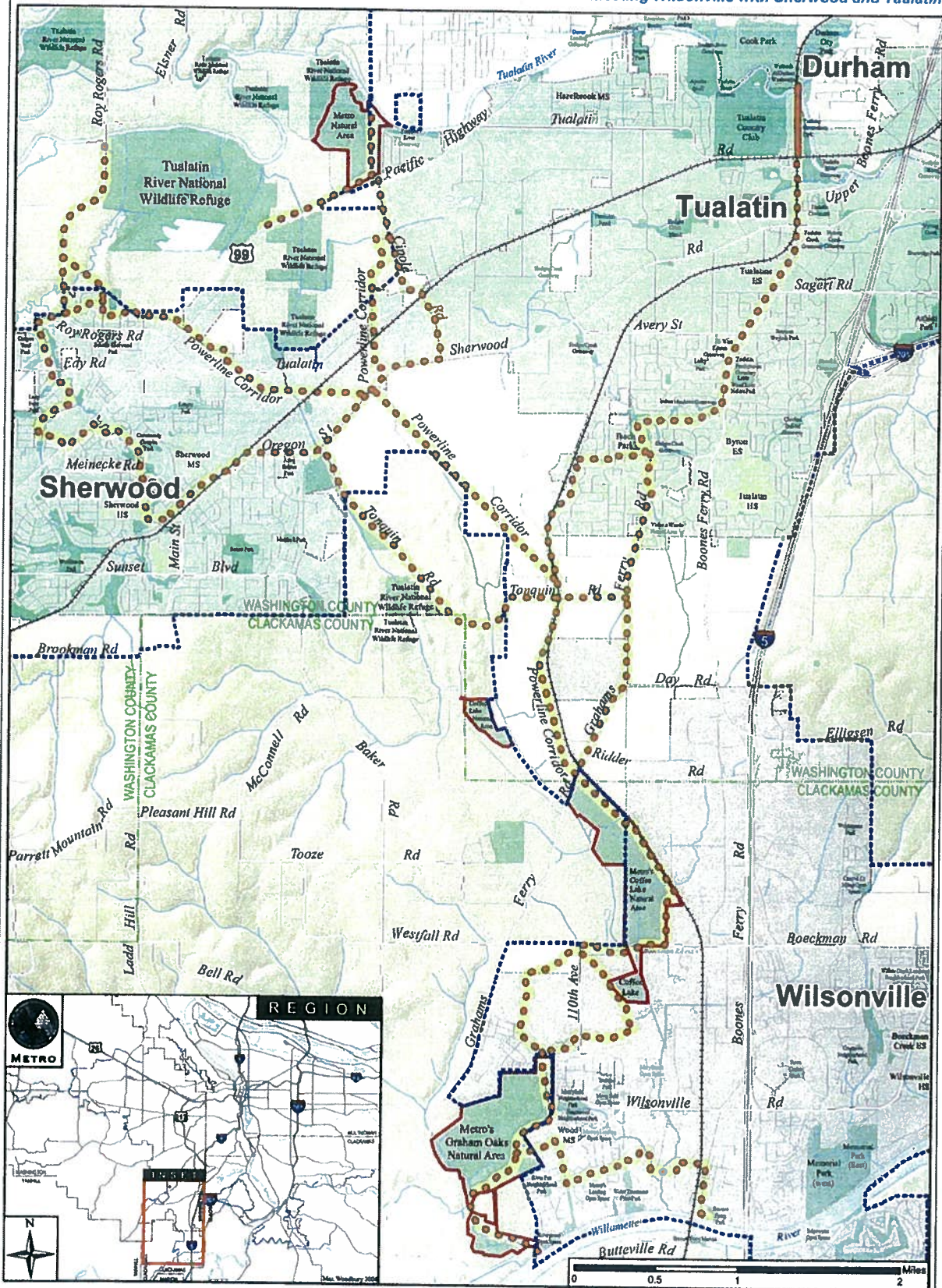
FOR INQUIRY CONCERNING
DEPARTMENT'S DBE PROGRAM
REQUIREMENT CONTACT OFFICE
OF CIVIL RIGHTS AT (503)986-4354.

February 2007 - February 2009

Master Planning the Tonquin Trail

Connecting the Willamette and Tualatin rivers

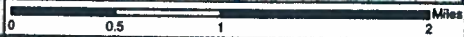
Connecting Wilsonville with Sherwood and Tualatin



January 2007
 Parks and Greenspaces
 600 Northeast Grand Avenue
 Portland, Oregon 97232-2736
 TEL (503) 797-1742
 www.metro-region.org

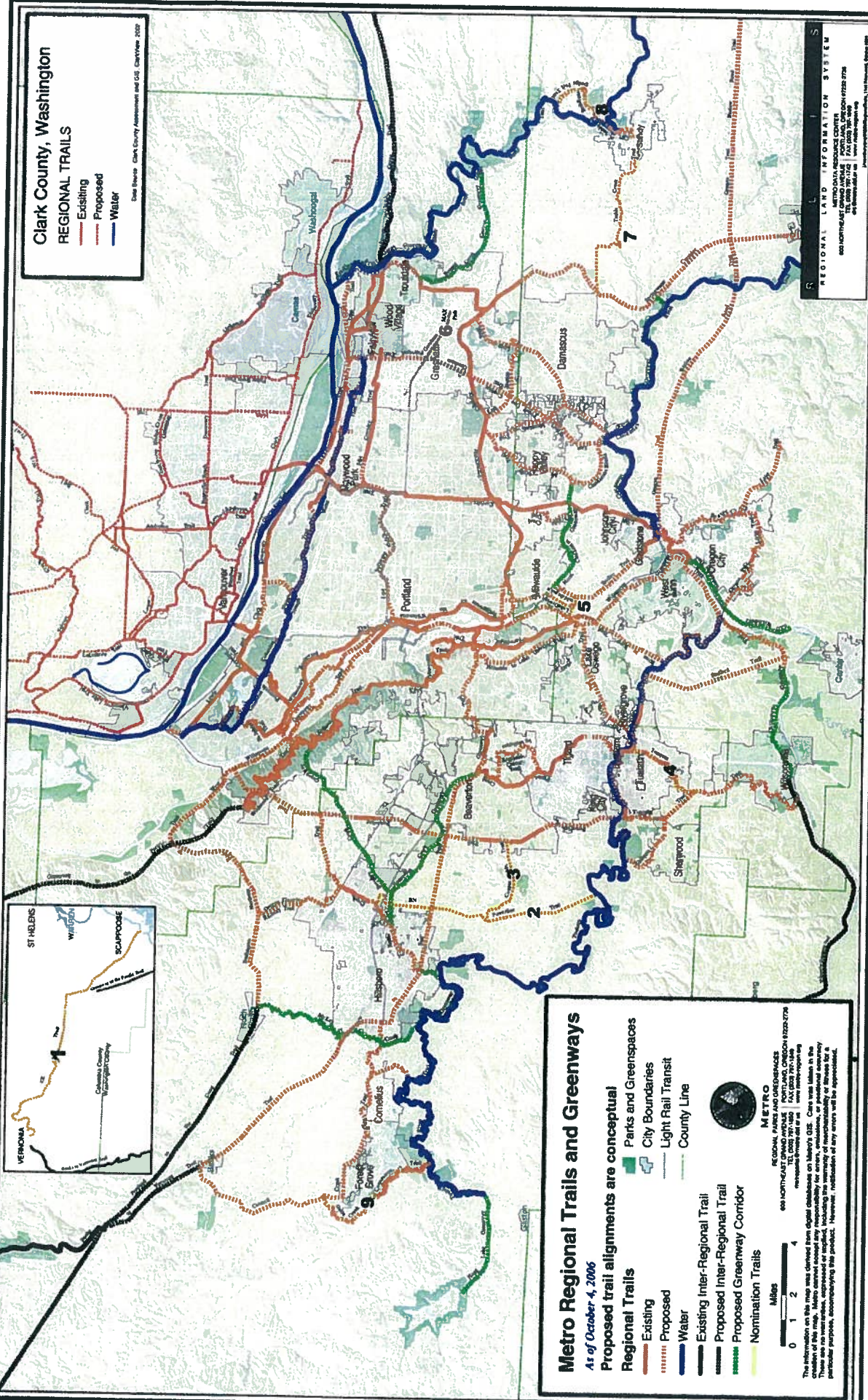
Proposed trail alignments are conceptual
 This information on this map was derived from digital databases on Metro's GIS. Care was taken in the creation of this map. Metro cannot accept any responsibility for errors, omissions, or positional accuracy. There are no warranties, expressed or implied, including the warranty of merchantability or fitness for a particular purpose, accompanying this product. However, notification of any errors will be appreciated.

-  Existing Trail
-  Proposed Trail
-  Powerline
-  Railroads
-  Urban growth boundary
-  Parks & Open spaces (red indicates Metro-owned properties)
-  Sherwood
-  Tualatin
-  Wilsonville



Clark County, Washington
REGIONAL TRAILS
 Existing
 Proposed
 Water

Clark County Assessor and GIS, Copyright 2006



Metro Regional Trails and Greenways
 As of October 4, 2006
 Proposed trail alignments are conceptual

Regional Trails
 Existing
 Proposed
 Water

Existing Inter-Regional Trail
Proposed Inter-Regional Trail
Proposed Greenway Corridor
Nomination Trails

Parks and Greenspaces
City Boundaries
Light Rail Transit
County Line

Miles
 0 1 2 4

METRO
 REGIONAL PARKS AND GREENWAYS
 600 NORTH 46th STREET, SUITE 100
 VANCOUVER, WA 98661
 TEL: (206) 767-1500 FAX: (206) 767-1501
 www.metroregion.org

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REGIONAL LAND INFORMATION SYSTEM
 METRO DATA RESOURCE CENTER
 600 NORTH 46th STREET, SUITE 100
 VANCOUVER, WA 98661
 TEL: (206) 767-1500 FAX: (206) 767-1501
 www.metroregion.org

**AMENDMENT NUMBER 01
INTERGOVERNMENTAL AGREEMENT
Tonquin Trail Master Plan
Multi-use Path**

The **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as "ODOT"; the **City of Sherwood**, acting by and through its Council, hereinafter referred to as "Sherwood"; the **City of Wilsonville**, acting by and through its Council, hereinafter referred to as "Wilsonville"; and the **Portland Urbanized Metropolitan Planning Organization**, hereinafter referred to as "Metro", and collectively as "Parties", entered into an Agreement on November 28, 2007. Said Agreement covers various responsibilities in the development of a Master Plan for the Tonquin Trail multi-use path.

It has now been determined by all Parties that the Agreement referenced above shall be amended to extend the expiration date. Except as expressly amended below, all other terms and conditions of the Agreement are still in full force and effect.

TERMS OF AGREEMENT, Paragraph 3, Page 2, which reads:

3. The terms of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the Project and final payment or two calendar years following the date of the notice to proceed, whichever is sooner. This Agreement may be amended upon mutual consent of all parties.

Shall be deleted in its entirety and replaced with the following:

3. The terms of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the Project and final payment or five (5) calendar years following the date of the notice to proceed, whichever is sooner. This Agreement may be amended upon mutual consent of all Parties.

This Amendment may be executed in several counterparts (facsimile or otherwise) all of which when together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

THE PARTIES, by execution of this Agreement, hereby acknowledge individually that they have read this Agreement, understand it, and agree to be bound by its terms and conditions.

*METRO/Sherwood/Wilsonville/ODOT
Agreement No. 24086-01*

The Oregon Transportation Commission on December 29, 2008, approved Delegation Order No. 2, which authorizes the Director to approve and execute agreements for day-to-day operations. Day-to-day operations include those activities required to implement the biennial budget approved by the Legislature, including activities to execute a project in the Statewide Transportation Improvement Program.

On April 12, 2004, the Director approved Subdelegation Order No. 10 in which the Director delegates authority to the Division Administrator, Transportation Development to approve and execute personal service contracts and agreements over \$75,000 for programs within the Transportation Development Division when the work is related to a project included in the STIP or in other system plans approved by the Oregon Transportation Commission or in a line item in the legislatively adopted biennial budget.

Contact Information

State Contact:

Name/Title: Lidwein Rahman
Address: ODOT Region 1, 123 NW Flanders St., Portland, OR 97209
Phone: 503-731-8229
Email: Lidwein.rahman@ODOT.state.or.us

Metro Contact:

Name/Title: Jane Hart
Address: Metro Sustainability Center, 600 NE Grand Ave. Portland, OR 97232
Phone: 503-797-1585
Email: jane.hart@oregonmetro.gov

Sherwood Contact:

Name/Title: Michelle Miller
Address: City of Sherwood, 22560 SW Pine St., Sherwood, OR 97140
Phone: 503-625-4242
Email: millerm@ci.sherwood.or.us

Wilsonville Contact:

Name/Title: Chris Neamtzu
Address: City of Wilsonville, 29799 SW Town Center Loop E, Wilsonville, OR 97070
Phone: 503-570-1574
Email: neamtzu@ci.wilsonville.or.us

SIGNATURE PAGE TO FOLLOW

METRO/Sherwood/Wilsonville/ODOT
Agreement No. 24086-01

**METRO, Portland Urbanized Area
Metropolitan Planning Organization**

By _____

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____

Metro Legal Counsel

Date _____

**CITY OF SHERWOOD, by and through
its City Council**

By _____

Date _____

**CITY OF WILSONVILLE, acting by and
through its City Council**

By *Mr. J. Jones*

Date 12/28/2009

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____

City Legal Counsel

Date _____

**STATE OF OREGON, by and through
its Department of Transportation**

By _____

Transportation Development Division
Administrator

Date _____

APPROVAL RECOMMENDED

By *J. [Signature]*

Region 1 Manager

Date 12/14/09

**APPROVED AS TO LEGAL
SUFFICIENCY**

By NA

Assistant Attorney General

Date: _____

METRO/Sherwood/Wilsonville/ODOT
Agreement No. 24086-01

METRO, Portland Urbanized Area
Metropolitan Planning Organization

By _____

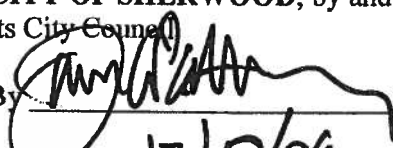
Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
Metro Legal Counsel

Date _____

CITY OF SHERWOOD, by and through
its City Council

By  _____

Date 12/18/09

CITY OF WILSONVILLE, acting by and
through its City Council

By _____

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
City Legal Counsel

Date _____

STATE OF OREGON, by and through
its Department of Transportation

By _____
Transportation Development Division
Administrator

Date _____

APPROVAL RECOMMENDED

By  _____
Region I Manager

Date 12/19/09

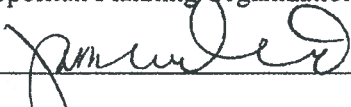
**APPROVED AS TO LEGAL
SUFFICIENCY**

By NA _____
Assistant Attorney General


Date: _____

*METRO/Sherwood/Wilsonville/ODOT
Agreement No. 24086-01*

METRO, Portland Urbanized Area
Metropolitan Planning Organization

By 
Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By 
Metro Legal Counsel
Date 11/11/10

CITY OF SHERWOOD, by and through
its City Council

By _____
Date _____

CITY OF WILSONVILLE, acting by and
through its City Council

By _____
Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**


By _____
City Legal Counsel
Date _____

STATE OF OREGON, by and through
its Department of Transportation

By _____
Transportation Development Division
Administrator

Date _____

APPROVAL RECOMMENDED

By 
Region 1 Manager
Date 12/14/09

**APPROVED AS TO LEGAL
SUFFICIENCY**

By NA
Assistant Attorney General

Date: _____

METRO/Sherwood/Wilsonville/ODOT
Agreement No. 24086-01

METRO, Portland Urbanized Area
Metropolitan Planning Organization

By [Signature]
Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By [Signature]
Metro Legal Counsel
Date 11/11/10

CITY OF SHERWOOD, by and through
its City Council

By _____
Date _____

CITY OF WILSONVILLE, acting by and
through its City Council

By _____
Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
City Legal Counsel
Date _____

STATE OF OREGON, by and through
its Department of Transportation

By [Signature]
Transportation Development Division
Administrator

Date 11/12/10

APPROVAL RECOMMENDED

By [Signature]
Region I Manager

Date 12/19/09

**APPROVED AS TO LEGAL
SUFFICIENCY**

By NA
Assistant Attorney General

Date: _____

**AMENDMENT NUMBER 2
INTERGOVERNMENTAL AGREEMENT
Tonquin Trail Master Plan
Multi-Use Path**

The **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as "ODOT," the **City of Sherwood**, acting by and through its Council, hereinafter referred to as "Sherwood," the **City of Wilsonville**, acting by and through its Council, hereinafter referred to as "Wilsonville," and the **Portland Urbanized Metropolitan Planning Organization**, hereinafter referred to as "METRO," entered into an Agreement on November 28, 2007, and Amendment Number 1 on January 12, 2010. Said Agreement covers various responsibilities in the development of a Master Plan for the Tonquin Trail multi-use path.

It has now been determined by the Parties that the Agreement referenced above shall be amended to increase the funding contributions from each Party, update language and add another party to the Agreement. Except as expressly amended below, all other terms and conditions of the Agreement are still in full force and effect.

The **City of Tualatin**, acting by and through its Council, hereinafter referred to as "Tualatin," is added as a party to this Agreement. All references to the Parties or the Cities in the Agreement shall be interpreted to include the City of Tualatin.

Exhibit A, Draft Budget dated January 31, 2007, shall be deleted in its entirety and replaced with the attached Revised Budget dated November 18, 2010

TERMS OF AGREEMENT, Paragraph 2, Page 2, which reads:

2. The Project shall be conducted as a part of the Federal-Aid Urban Surface Transportation Program (STP), Title 23, United States Code, CFDA No. 20.205. The total Project cost is estimated at **\$209,517**. Federal Urban STP funds for this Project shall be limited to **\$188,000**. **METRO** and **the Cities** shall be responsible for all matching funds. **METRO's** share of the match is **\$1,517** and the match share for **the Cities** shall be **\$10,000** each. The **Cities** shall be responsible for all non-participating costs, including costs in excess of the total Federal Urban STP funds and the above matching funds from **METRO** and the **Cities**, on an equal share basis.

Shall be deleted in its entirety and replaced with the following:

2. The Project shall be conducted as a part of the Federal-Aid Surface Transportation Program (STP), Title 23, United States Code. The total Project cost is estimated at **\$229,516**. Federal Urban STP funds for this Project shall be limited to **\$188,000**.

METRO and the **Cities** shall be responsible for all matching funds. **METRO's** share of the match is **\$1,517** and the match share for the **Cities** shall be **\$13,333** each. The **Cities** shall be responsible for all non-participating costs, including costs in excess of the total Federal Urban STP funds and the above matching funds from **METRO** and the **Cities**, on an equal share basis.

METRO OBLIGATIONS, Paragraph 1, Page 2, which reads:

1. In consideration for the services performed as shown on Exhibit A, **METRO** agrees to authorize **ODOT** to make available on **METRO's** behalf, an amount not to exceed **\$188,000** in **METRO's** Federal Urban STP funds. **METRO** and the **Cities** shall be responsible for all matching funds. **METRO's** share of the match is **\$1,517**. The **Cities** shall be responsible for \$10,000 each in matching funds and for all non-participating costs on an equal share basis.

Shall be deleted in its entirety and replaced with the following:

1. In consideration for the services performed as shown on Exhibit A, **METRO** agrees to authorize **ODOT** to make available on **METRO's** behalf, an amount not to exceed **\$188,000** in **METRO's** Federal Urban STP funds. **METRO** and the **Cities** shall be responsible for all matching funds. **METRO's** share of the match is **\$1,517**. The **Cities** shall be responsible for **\$13,333** each in matching funds and for all non-participating costs on an equal share basis.

SHERWOOD OBLIGATIONS, Paragraph 1, Page 4, which reads:

1. Sherwood shall, upon receipt of a fully executed copy of this Agreement and upon a subsequent letter of request from ODOT, forward to ODOT an advance deposit or irrevocable letter of credit in the amount of \$10,000. Sherwood shall be responsible for, and shall pay ODOT, its share of non-participating costs, including costs in excess of the total Federal Urban STP funds and the matching funds from **METRO** and the **Cities**, in accordance with Terms of Agreement Paragraph two (2).

Shall be deleted in its entirety and replaced with the following:

1. Sherwood shall, upon receipt of a fully executed copy of this Agreement and upon a subsequent letter of request from ODOT, forward to ODOT an advance deposit or irrevocable letter of credit in the amount of **\$13,333**. Sherwood shall be responsible for, and shall pay ODOT, its share of non-participating costs, including costs in excess of the total Federal Urban STP funds and the matching funds from **METRO** and the **Cities**, in accordance with Terms of Agreement Paragraph two (2).

WILSONVILLE OBLIGATIONS, Paragraph 1, Page 4, which reads:

1. Wilsonville shall, upon receipt of a fully executed copy of this Agreement and upon a subsequent letter of request from ODOT, forward to ODOT an advance deposit or irrevocable letter of credit in the amount of \$10,000. Wilsonville shall be responsible for, and shall pay ODOT, its share of non-participating costs, including costs in excess of the total Federal Urban STP funds and the matching funds from **METRO** and the **Cities**, in accordance with Terms of Agreement Paragraph two (2).

Shall be deleted in its entirety and replaced with the following:

1. Wilsonville shall, upon receipt of a fully executed copy of this Agreement and upon a subsequent letter of request from ODOT, forward to ODOT an advance deposit or irrevocable letter of credit in the amount of **\$13,333**. Wilsonville shall be responsible for and shall pay ODOT, its share of non-participating costs, including costs in excess of the total Federal Urban STP funds and the matching funds from **METRO** and the **Cities**, in accordance with Terms of Agreement Paragraph two (2).

Insert new section TUALATIN OBLIGATIONS, Paragraphs 1 and 2, Page 4, to read as follows:

1. Tualatin shall, upon receipt of a fully executed copy of this Agreement and upon a subsequent of request from ODOT, forward to ODOT an advance deposit or irrevocable letter of credit in the amount of **\$13,333**. Tualatin shall be responsible for and shall pay ODOT, its share of non-participating costs, including costs in excess of the total STP funds and the matching funds from METRO and the Cities, in accordance with Terms of Agreement Paragraph two (2).
2. Tualatin's Project Manager is Carl Switzer, Parks and Recreation Manager, 18880 SW Martinazzi Ave., Tualatin, OR 97062, 503-691-3064, cswitzer@ci.tualatin.or.us, or assigned designee upon individual's absence. Tualatin shall notify the other Parties in writing of any contact information changes during the term of this Agreement.

ODOT OBLIGATIONS, Paragraph 1, Page 4, which reads:

1. **ODOT** agrees, upon receipt from **METRO** of Consultant invoices approved by METRO, to make payments directly to Consultant up to an amount not to exceed **\$188,000** in **METRO's** Federal Urban STP funds and \$21,517 match funds as provided by Sherwood, Wilsonville and **METRO**.

Shall be deleted in its entirety and replaced with the following:

1. **ODOT** agrees, upon receipt from **METRO** of Consultant invoices approved by **METRO**, to make payments directly to Consultant up to an amount not to exceed **\$188,000** in **METRO's** Federal Urban STP funds and \$41,516 match funds as provided by Sherwood, Wilsonville, Tualatin and **METRO**.

ODOT OBLIGATIONS, Paragraph 3, Page 5, which reads:

3. ODOT's project manager for this Agreement is Tim Wilson of the ODOT Region 1 Planning Section, 123 SW Flanders, Portland, OR 97209, or by phone at (503) 731-8534, Timothy.J.Wilson@odot.state.or.us.

Shall be deleted in its entirety and replaced with the following:

3. ODOT's Project Manager for this Agreement is Lidwien Rahman of the ODOT Region 1 Planning Section, 123 NW Flanders St., Portland, OR 97209, 503-731-8229, lidwien.rahman@odot.state.or.us, or assigned designee upon individual's absence. ODOT shall notify the other Parties in writing of any contact information changes during the term of this Agreement.

GENERAL PROVISIONS, Paragraph 6, Page 6, which reads:

6. All employers, including the Parties, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. The Parties shall ensure that each of its subcontractors, if any, complies with these requirements.

Shall be deleted in its entirety and replaced with the following:

6. All employers, including the Parties, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. The Parties shall ensure that each of its contractors complies with these requirements.

GENERAL PROVISIONS, Paragraphs 9 and 10, Pages 6 and 7, which read:

9. **METRO**, Sherwood and Wilsonville shall, to the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, indemnify, defend, save, and hold

METRO/Sherwood/Wilsonville/Tualatin/ODOT
Agreement No. 24086-02

harmless the other parties and their officers and employees from any and all claims, suits, and liabilities which arise from the acts or omissions of the indemnifying party.

10. Notwithstanding the foregoing defense obligations under the paragraph above, no party nor any attorney engaged by any party shall defend any claim in the name of the other parties or any agency/department/division of such other parties, nor purport to act as legal representative of the other party or any of its agencies/departments/divisions, without the prior written consent of the legal counsel of such other parties. Each party may, at anytime at its election assume its own defense and settlement in the event that it determines that the other parties are prohibited from defending it, or that other party is not adequately defending its interests, or that an important governmental principle is at issue or that it is in the best interests of the party to do so. Each party reserves all rights to pursue any claims it may have against the others if it elects to assume its own defense.

Shall be deleted in their entirety and replaced with the following:

9. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or METRO, Sherwood, Wilsonville or Tualatin with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
10. With respect to a Third Party Claim for which State is jointly liable with METRO, Sherwood, Wilsonville or Tualatin (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by METRO, Sherwood, Wilsonville or Tualatin in such proportion as is appropriate to reflect the relative fault of State on the one hand and of METRO, Sherwood, Wilsonville or Tualatin on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of METRO, Sherwood, Wilsonville or Tualatin on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or

METRO/Sherwood/Wilsonville/Tualatin/ODOT
Agreement No. 24086-02

settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.

11. With respect to a Third Party Claim for which METRO, Sherwood, Wilsonville or Tualatin is jointly liable with State (or would be if joined in the Third Party Claim), METRO, Sherwood, Wilsonville or Tualatin shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of METRO, Sherwood, Wilsonville or Tualatin on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of METRO, Sherwood, Wilsonville or Tualatin on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. METRO, Sherwood, Wilsonville or Tualatin's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.
12. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

GENERAL PROVISIONS, Paragraphs 11 through 14 shall be hereinafter re-numbered as Paragraphs 13 through 16.

This Amendment may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

THE PARTIES, by execution of this Agreement, hereby acknowledge that its signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

This Project is in the 2008-2011 Statewide Transportation Improvement Program, (Key #14399) that was approved by the Oregon Transportation Commission on November 14, 2007 (or subsequently approved by amendment to the STIP).

METRO/Sherwood/Wilsonville/Tualatin/ODOT
Agreement No. 24086-02

The Oregon Transportation Commission on December 29, 2008, approved Delegation Order No. 2, which authorizes the Director to approve and execute agreements for day-to-day operations. Day-to-day operations include those activities required to implement the biennial budget approved by the Legislature, including activities to execute a project in the Statewide Transportation Improvement Program.

On April 12, 2004, the Director approved Subdelegation Order No. 10 in which the Director delegates authority to the Division Administrator, Transportation Development to approve and execute personal service contracts and agreements over \$75,000 for programs within the Transportation Development Division when the work is related to a project included in the STIP or in other system plans approved by the Oregon Transportation Commission or in a line item in the legislatively adopted biennial budget.

Signature Page to Follow

METRO/Sherwood/Wilsonville/Tualatin/ODOT Agreement No. 24086-2

METRO, Portland Urbanized Area Metropolitan Planning Organization

By _____

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____

Metro Legal Counsel

Date _____

CITY OF SHERWOOD, by and through its City Council

By _____

Date _____

CITY OF WILSONVILLE, by and through its City Council

By _____

Date _____

CITY OF TUALATIN, by and through its City Council

By _____

Date 2/28/11

METRO Contact:

Jane Hart
Metro Sustainability Center
600 NE Grand Ave.
Portland, OR 97232
503-797-1585
jane.hart@oregonmetro.gov

Sherwood Contact:

Michelle Miller
City of Sherwood,
22560 SW Pine St.
Sherwood, OR 97140
503-625-4242
millerm@ci.sherwood.or.us

STATE OF OREGON, by and through its Department of Transportation

By _____

Transportation Development Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____

Region 1 Manager

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____

Assistant Attorney General

Date _____

State Contact:

Lidwien Rahman - ODOT Region 1
123 NW Flanders St.
Portland, OR 97209
503-731-8229
lidwien.rahman@odot.state.or.us

Wilsonville Contact:

Chris Neamtzu
City of Wilsonville
29799 SW Town Center Loop East,
Wilsonville, OR 97070
503-570-1574
neamtzu@ci.wilsonville.or.us

Tualatin Contact:

Carl Switzer
18880 SW Martinazzi Ave.
Tualatin, OR 97062
503-691-3064
cswitzer@ci.tualatin.or.us

Sent for Signatures
By: Carl S.

COPY

Exhibit A – Revised Budget - Agreement No. 24086-02

Tonquin Trail Master Plan Budget

Updated November 18, 2010

Tasks	Tonquin Trail Budget Estimate	Project Manager \$150	Planner \$80	Engineer \$120	Landscape Architect \$100	Graphics/Maps \$70	Admin \$50	Total Hours	Total Days	Total Est Cost	Budget
1 - Scope of Work Refinement, Project Management Roles		148	200				196	545		\$ 48,150	\$48,000
Develop Scope of Work, Budget and Timeline											
Project Kick-off Meeting											
Intergovernmental Agreement Execution											
Update Stakeholders mailing list							4	4	0.5	\$200	
Assemble Working Group							2	7	0.875	\$500	
List Trail Advocates and Key Property Owners			5								
Develop and Distribute Meeting Agendas	20	40					30	60	11.25	\$7,700	
Hold Monthly Steering Group/Working Group Meetings	75	75					40	160	23.75	\$16,250	
Develop and Distribute Meeting Minutes							80	10		\$4,000	
Public Meetings	30	40						70	8.75	\$7,700	
Monthly Progress Reports	24	40					40	104	13	\$8,800	
2 - Data Gathering, Field Inventory, Research and Analysis		15	64	4	4	10	24	121		\$ 10,150	\$10,000
Collect and Review Existing Relevant Plans and Related Projects	2	20		4				30	3.75	\$ 2,500	
Review Land Use Approvals and Regulatory Requirements	3	5						8	1	\$ 850	
Environmental Baseline Report								0	0	\$ -	
Field Inventory			5					5	0.625	\$ 400	
Geotechnical and Hydraulic Analysis								0	0	\$ -	
Real Estate Title Research Analysis								0	0	\$ -	
Traffic and Roadway Analysis			4					8	1	\$ 800	
Draft Version of Maps, Tables and Reports	5	15				5	10	35	4.375	\$2,800	
Final Version of Maps, Tables and Reports	5	15				5	10	35	4.375	\$2,800	
3 - Public Involvement and Information		111	166	0	158	110	90	643		\$ 87,800	\$58,000
Create Presentation Materials	21	21		20		20		82	10.25	\$ 8,200	
Stakeholder Interview Questions and Summaries	10	20		10				40	5	\$ 4,100	
Summaries of One-On-One Meetings with Landowners				28			15	63	7.875	\$ 5,150	
Facilitation of Public Meetings	10	30		10				50	6.25	\$ 4,600	
Participation in Steering Committee and Working Group Meetings	20	20		30		40	40	150	18.75	\$ 12,400	
Create and Distribute Agendas and Meeting Minutes for public forums and Working Group Meetings	30	10		10			20	70	8.75	\$ 7,300	
Develop Presentation Materials for Councils and Commissions	10	10		10		30	15	75	9.375	\$ 6,150	
Attend Meetings with Businesses, Non-profits and Neighborhood Groups	10	15		20				45	5.625	\$4,700	
Large Display (2x3') of Entire Trail Corridor (1 ea. aerial photo and map)				20				60	7.5	\$5,000	
4 - Trail Alignments Feasibility Assessment & Alternatives Analysis		85	150	40	60	155	60	550		\$ 49,400	\$50,000
Evaluation Criteria and Matrix	50	80	10	10	80		20	250	31.25	\$ 22,700	
Report on Alignment Options	30	40	10	20	25		20	145	18.125	\$ 13,600	
Cross-sections of Trail	5	30	20	30	50		20	155	19.375	\$ 13,600	
5 - Trail Design - Preliminary Recommendations		30	179	35	58	135	30	467		\$ 40,750	\$41,000
Report on Alignment Recommendations	10	25	5		5		5	50	6.25	\$ 4,700	
Trail Design Elements	10	80	16	30	15		20	171	21.375	\$ 14,870	
Photos								36	4.375	\$ 3,180	
Illustrations				20				80	10	\$ 6,500	
Cross-sections of Trail	2	5	5		10			22	2.75	\$ 2,000	
Maps	2	5	5		35			47	5.875	\$ 3,750	
Cost Estimates	6	24	4	8	20		5	67	8.375	\$ 6,750	
6 - Tonquin Trail Master Plan Document		12	87	4	52	70	80	285		\$ 21,188	\$23,000
Draft Report	8	50	2	24	25		30	139	17.375	\$ 11,650	
Final Report	4	30	2	20	25		30	111	13.875	\$ 8,490	
Digital Photos on CD of Trail Corridor and Recommended Alignments		2		2	5			9	1.125	\$ 710	
Spreadsheet of Recommendations of ROW and Land		5		2	10			17	2.125	\$ 1,300	
Executive Summary of Master Plan		5		2				7	0.875	\$ 600	
CD of All Report Elements (text, maps, tables, GIS files and supporting documents)		5		2	5			12	1.5	\$ 650	
TOTAL										\$ 229,620	\$230,000
TOTAL Unfunded Contingency										\$19,555	
TOTAL Total + Unfunded Contingency										\$ 249,085	\$249,000

*Note: Numbers rounded to the nearest \$5.00



STAFF REPORT

CITY OF TUALATIN

APPROVED BY TUALATIN CITY COUNCIL

Date 2-28-11

Recording Secretary M. S. M.

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

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

DATE: 02/28/2011

SUBJECT: Resolution Authorizing a Two-Year Intergovernmental Agreement (IGA) with Washington County for Coordinated Mosquito Reduction and Information Coordination on West Nile Virus

ISSUE BEFORE THE COUNCIL:

Authorize the City Manager to execute a two-year Intergovernmental Agreement with Washington County for coordinated mosquito reduction and information coordination on the West Nile Virus. The existing contract with Washington County expires on March 1, 2011. Authorizing a new two-year contract that will be in effect from March 1, 2011 through January 1, 2013.

RECOMMENDATION:

Staff recommends that Council adopt the attached resolution, authorizing the Mayor to enter into a two-year IGA with Washington County for mosquito surveillance.

EXECUTIVE SUMMARY:

Since 2002, the City has partnered with Washington County Department of Health and Human Services to coordinate response in the County to the threat of West Nile Virus and to coordinate public information. Beginning in 2007, the program was expanded to include a more active abatement program for all city-owned water quality facilities and sump catch basins. The County provides larvicide, with city staff placing material during the spring and summer.

In November of 2010, the City terminated a contract with Multnomah County wherein the City paid Multnomah County to provide surveillance and direct larvicide applications in 3 locations in Tualatin. Washington County had agreed to absorb these duties at no cost to Tualatin.

FINANCIAL IMPLICATIONS:

There are no financial implications associated with these services that are provided by Washington County.

Attachments: Reso Mosquito
IGA
IGA Attachment

INTERGOVERNMENTAL AGREEMENT

This Agreement is entered into, by and between Washington County, a political subdivision of the State of Oregon, and City of Tualatin.

WHEREAS ORS 190.010 authorizes the parties to enter into this Agreement for the performance of any or all functions and activities that a party to the Agreement has authority to perform.

Now, therefore, the parties agree as follows:

- 1) The effective date is: 03/01/2011, or upon final signature, whichever is later.
The expiration date is: 01/01/13; unless otherwise amended.
- 2) The parties agree to the terms and conditions set forth in Attachment A, which is incorporated herein, and describes the responsibilities of the parties, including compensation, if any.
- 3) Each party shall comply with all applicable federal, state and local laws; and rules and regulations on non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition or handicap.
- 4) To the extent applicable, the provisions of ORS 279B.220 through ORS 279B.235 and ORS 279C.500 through 279C.870 are incorporated by this reference as though fully set forth.
- 5) Each party is an independent contractor with regard to each other party(s) and agrees that the performing party has no control over the work and the manner in which it is performed. No party is an agent or employee of any other.
- 6) No party or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.
- 7) This Agreement may be terminated, with or without cause and at any time, by a party by providing _____ (30 if not otherwise marked) days written notice of intent to the other party(s).
- 8) Modifications to this Agreement are valid only if made in writing and signed by all parties.
- 9) Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, each party agrees to hold harmless, defend, and indemnify each other, including its officers, agents, and employees, against all claims, demands, actions and suits (including all attorney fees and costs) arising from the indemnitor's performance of this Agreement where the loss or claim is attributable to the negligent acts or omissions of that party.
- 10) Each party shall give the other immediate written notice of any action or suit filed or any claim made against that party that may result in litigation in any way related to this Agreement.

- 11) Each party agrees to maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.270.
- 12) Each party agrees to comply with all local, state and federal ordinances, statutes, laws and regulations that are applicable to the services provided under this Agreement.
- 13) This Agreement is expressly subject to the debt limitation of Oregon Counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefor.
- 14) This writing is intended both as the final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement.

WHEREAS, all the aforementioned is hereby agreed upon by the parties and executed by the duly authorized signatures below.

Jurisdiction

Signature

Date

Printed Name

Title

Address: _____

WASHINGTON COUNTY:

Signature

Date

Printed Name

Title

Address:

155 N First Ave
Mail Stop # 5
Hillsboro, OR 97124

ATTACHMENT A

Statement of Work /Schedule/Payment Terms

County's Responsibilities:

1. The County shall coordinate efforts to meet the goals of the State Health Service's West Nile Virus (WNV) response plan.
2. The County shall coordinate public education related to matters of public health and human behavior related to vector-borne disease throughout Washington County.
3. The County shall work with state and local health, veterinarian, agricultural, and wildlife organizations to survey and track human, equine, and avian cases of WNV.
4. The County shall alert those subject to this Intergovernmental Agreement of confirmed WNV cases.
5. The County shall employ a Mosquito Control Coordinator to design and develop a sampling program and train City staff on mosquito sampling procedures.
6. The County shall establish a schedule for City staff to submit larval and adult mosquito samples, as needed. The County Mosquito Control Coordinator shall process and track larvae and adult mosquito samples collected by City staff.
7. The County shall provide larvicide product to the City to treat publicly owned sumped catch basins under city control.
8. The County shall maintain a database of known sumped catch basin and aquatic habitats.
9. The County shall maintain a database mapping complaints, surveillance findings and mosquito control activities.
10. The County shall maintain, design, develop and conduct a regional larval and adult mosquito program that will include representative catch basins, storm water facilities, and natural wetlands within the county throughout the mosquito season (typically March through October).

CITY RESPONSIBILITIES

1. The City shall utilize and distribute public education materials provided by the County and Clean Water Services (CWS), in order to maintain a consistent regional communication strategy.
2. The City shall actively educate neighborhood associations, community participation organizations, and other citizen groups, and encourage private property source reduction efforts and other personal behaviors that will reduce risk of exposure.
3. The City shall report bird and mosquito complaints that it receives to the County
4. The City shall identify, in cooperation with CWS, locations of storm water facilities and aquatic features that may produce mosquitoes and provide that information to the County to integrate with the County's complaint and surveillance information.
5. The City shall deliver larval and/or adult mosquito samples to the County Mosquito Control Coordinator for processing and tracking on the schedule established by the County, as needed.
6. The City shall allow the county to implement mosquito surveillance and control measures as needed, for sites under the control of the City.

ATTACHMENT A

Statement of Work /Schedule/Payment Terms

7. The City shall maintain catch basins and storm water facilities to limit the presence of standing water and decaying organic debris (particularly dead cattails and grass clippings). The City shall install habitat features as appropriate to promote amphibian, bird, and predatory insect (dragonfly) populations that feed on mosquito larva.
8. The City shall treat all publicly owned sumped catch basins with larvicide on a schedule agreed upon with the County. The City will provide the County with yearly reports of areas treated.
9. In the event the City is unable to implement mosquito surveillance and/or control tasks in a timely manner the City will notify the County and request assistance.

Unless otherwise specified herein, the parties agree that there will be no monetary compensation paid to the other that each shall bear their own costs and that reasonable and beneficial consideration exists to support this agreement.

RESOLUTION NO. 5021-11

RESOLUTION AUTHORIZING A TWO-YEAR INTERGOVERNMENTAL AGREEMENT WITH WASHINGTON COUNTY FOR COORDINATED MOSQUITO REDUCTION AND INFORMATION COORDINATION ON WEST NILE VIRUS

WHEREAS the citizens of Tualatin need effective, efficient, and coordinated services to monitor for West Nile Virus; and

WHEREAS the City of Tualatin has worked with Washington County for the past nine years to coordinate response in the county to the threat of West Nile Virus; and

WHEREAS the City of Tualatin and Washington County Department of Health and Human Services are working jointly to coordinate public information programs and monitor for West Nile and reduce breeding areas for the types of mosquitoes that carry the disease;

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

Section 1. The City Manager be, and hereby is, authorized and instructed to execute a two-year Intergovernmental Agreement with Washington County for coordinated mosquito reduction and information coordination on the West Nile Virus.

INTRODUCED AND ADOPTED this 28th day of February, 2011.

CITY OF TUALATIN, OREGON

BY  _____
Mayor

ATTEST:

BY  _____
City Recorder

APPROVED AS TO LEGAL FORM


CITY ATTORNEY



STAFF REPORT

CITY OF TUALATIN

APPROVED BY TUALATIN CITY COUNCIL

Date 2-28-11

Recording Secretary M. Smith

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Carl Switzer, Parks & Recreation Manager
Paul Hennon, Community Services Director

DATE: 02/28/2011

SUBJECT: Resolution Authorizing an Agreement Between the City of Tualatin and the Tualatin Riverkeepers for Lease of a House Within the Tualatin River Greenway Located at 11645 SW Hazelbrook Road

ISSUE BEFORE THE COUNCIL:

Council will consider leasing the house located within the Tualatin River Greenway at 11645 SW Hazelbrook Road to the Tualatin Riverkeepers.

RECOMMENDATION:

Staff recommends leasing the house to the Tualatin Riverkeepers (Riverkeepers) so that the property will be used for public parks and recreation benefit and also to offset maintenance and utility costs.

EXECUTIVE SUMMARY:

The City purchased the 1.82 acre riverfront property located at 11645 SW Hazelbrook Road for Tualatin River Greenway purposes with the intention of dividing the river frontage from the area around the house and to retain the river frontage for greenway purposes and to sell as surplus the home and land around it.

In the meantime, the economy moved into a recession and there has been little interest from buyers. At the City Council executive session on January 28, 2011, the Council directed staff to retain the entire parcel for greenway purposes and put the house to use in a manner that creates a public parks and recreation benefit. This use is consistent with the Parks and Recreation Master Plan which calls for several Riverfront Parks (small 1-2 acre sites) along the Tualatin River Greenway where people can access the river and river users can access the shore.

Immediately west and adjacent to the site is land owned by the Oregon Department of Transportation (ODOT) for the Highway 99 bridges where by a permit from ODOT a section of Tualatin River Greenway has been constructed, including a pathway, a canoe and kayak launch and on-street parking. Combined, the two sites create an attractive "wayside landing" for people to enjoy the natural beauty of the Tualatin River.

The Riverkeepers would like to rent the house and use it for their administrative offices and are willing to enter into the attached lease agreement. The Riverkeepers administration office consists of light office use and will be compatible with the property and surrounding area.

The City has experience with leasing property to a non-profit organization, having leased part of the Brown's Ferry Community Center to the Wetlands Conservancy since 1999. There have been no problems with their tenancy.

The lease would be effective March 1, 2011 and run through June 30, 2012. If the conditions of the lease are met, the lease is eligible to be renewed for up to four (4) subsequent one year periods at the discretion of the City Manager or her designee.

FINANCIAL IMPLICATIONS:

The City currently pays the utility and maintenance costs for the house. If the lease agreement is approved the Riverkeepers will pay all utility fees and will pay the City an additional \$1,200 per year to defray maintenance costs. The Riverkeepers will also provide a minimum of five (5) recreational or outdoor educational programs per year for the benefit of Tualatin residents at no cost to the City. The presence of a renter in the building also serves as a deterrent to vandalism and thereby reduces the City's remediation expenses.

Attachments: A - Lease Agreement
 B - Location Map
 C - Resolution

LEASE

THIS LEASE is made between the City of Tualatin, Oregon ("Owner"), and The Tualatin Riverkeepers, a non-profit corporation ("Tenant").

GRANT AND ITEM

Section 1. Leased Premises

- (a) In consideration of the rents and covenants, the Tenant rents from Owner the property described as follows:

All rooms of the house located at 11645 SW Hazelbrook Road, Tualatin, Oregon 97062. Parking shall be allowed in designated parking spaces only and any use of the remaining property must be approved by the Community Services Department in advance.

- (b) The parties agree that the building is ready for occupancy by Tenant without substantial modifications. Tenant shall not make any modifications to any portion of the building without the prior express written consent of Owner. Such approved modification shall be made at Tenant's sole expense.
- (c) If Tenant makes any alterations, decorations, additions or improvements to the leased premises, Tenant shall promptly pay all contractors and materialmen who have furnished labor or materials to minimize the possibility of a lien attaching to the leased premises. Tenant agrees to protect, defend, indemnify, and hold harmless Owner and the leased premises from any such lien or claim. Should a lien be filed, Tenant shall bond against or discharge the lien within ten days after the lien is filed or attached.

Section 2. Term

- (a) Parties recognize and agree that this lease is intended to be a contract to cover the Tenant's operation from March 1, 2011 through June 30, 2012, based on mutual agreement, and four one-year extension periods may be exercised at the discretion of the City Manager or their designee. Nothing contained in this lease shall be construed as a commitment by the City to renew the lease with the Tenant or any other party for a future time frame. If the Lessee is unable to secure funding to continue the lease, the Lessee may terminate the lease within the primary term of the lease by providing written notice to the Lessor within 60 days of expected termination.
- (b) The parties' obligations under this lease shall commence on March 1, 2011.

Section 3. Rent

- (a) Tenant shall pay all monthly utilities (see Section 8), plus one hundred dollars (\$100) per month as a contribution toward operational and maintenance costs. Rent shall be made payable to the City of Tualatin, and mailed to the attention of the Community Services Department, 18880 SW Martinazzi Avenue, Tualatin, Oregon

97062, in advance, no later than the 6th of each month, beginning March 1, 2011. Rent for part of a month shall not be prorated.

- (b) Owner has determined rent by examining Owner's costs, including but not limited to: maintenance, repairs, administration and insurance. The parties agree that should the lease term be extended, the monthly rent may be increased on an annual basis.
- (c) Tenant shall, in addition to the rent previously described in Section 3 of this lease, provide at no cost to the Owner a minimum of five (5) recreational or outdoor educational programs per lease year. Programs must be acceptable to, and approved by, the Owner.
- (d) The property is owned by a tax exempt body and leased to another tax exempt body and therefore lease income is exempt under state law. (See ORS 307.166 and OAR 150-307.166) It is the Tenant's responsibility to file an Application for Real and Personal Property Tax Exemption with the County Assessor's Office before April 1st of each year the lease is in effect and provide a copy of the completed form to the Owner. If taxes are assessed as a result of failing to file this form, the Tenant shall assume financial responsibility and pay all assessed taxes in a manner and timeframe acceptable to the Owner.

Section 4. Tenant's Acceptance of Lease

Tenant knows the condition of the premises and accepts them as they now are. Neither the Owner nor its agent makes any representations or warranties as to the condition of the premises unless stated in this lease. Tenant shall provide furnishings, appliances, fixtures, improvements, surface covers, decoration, and other contents of the leased premises at its own expense.

Section 5. Use of Premises

- (a) Tenant shall operate and use the leased premises solely for the purpose of conducting the business of a Tualatin Riverkeepers operation as described in Tenant's by-laws existing and effective on the date this lease is executed by the parties and will not use, permit, or suffer the use of the leased premises for any other business or purpose without the prior written consent of the Owner. The leased premises shall not be used for residential or for-profit purposes.
- (b) Tenant shall comply with and faithfully observe in the use and occupation of the leased premises all rules, laws, regulations, and requirements of the county, municipal, state, federal, and other applicable governmental authorities.
- (c) Tenant shall not use the premises in an unlawful, improper, or offensive manner, damage or waste the premises, or permit anything to be done upon or about the premises tending to create a nuisance. Alcohol may be permitted on the premises only in compliance with state and local regulations.

- (d) Tenant shall not allow the leased premises to fall into a state of disrepair or disorder that causes a fire hazard.
- (e) Tenant shall pay all claims as due for work done, services rendered, or material furnished to the premises at its request and shall keep the premises free from any liens. If Tenant fails to pay such claim or to discharge any lien, Owner may do so and collect all costs of discharge, including its reasonable attorney fees, from Tenant. Such action by Owner shall not constitute a waiver of any right or remedy Owner may have on account of Tenant's default. Tenant may withhold payment of a claim in connection with a good faith dispute over the obligation to pay, so long as Owner's property interests are not jeopardized. If a lien is filed as a result of nonpayment, Tenant shall, within ten days after knowledge of filing, execute a discharge of the lien or deposit with Owner cash or a sufficient corporate surety bond or other security satisfactory to Owner in an amount sufficient to discharge the lien plus costs, attorney fees, or other charges that could accrue as a result of a foreclosure sale, lawsuit, or sale under the lien.
- (f) Lessee shall not bring, keep, or use any Hazardous Materials in or about the Property by Lessee, Lessee's agents, employees, contractors, or invitees without the prior written consent of Owner.
- (g) As used in this Lease, "*Hazardous Material*" means any hazardous or toxic substance, material or waste, including but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49CFR§172.101), or by the United States Environmental Protection Agency as hazardous substances (40CFR pt 302) petroleum products or other such substances, materials and wastes that are or become regulated under applicable local, state or federal law.

Section 6. Assignment and Sublease

Tenant shall not assign or sublet this lease in whole or in part, without the prior written consent of Owner in each instance.

Section 7. Sign, Awnings, Canopies

Tenant may not place or maintain a sign, awning, canopy, advertising matter, or other thing on the premises without first obtaining Owner's written approval. Owner may place conditions upon its approval.

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business needs at its own expense and shall be responsible for any telephone and/or internet communication expenses related to business needs.

Section 9. Maintenance of Leased Premises and Common Areas

- (a) Owner shall maintain the structural portions of the premises, the lighting, heating, plumbing, and electrical fixtures and equipment in good condition and repair. However, if a defect, malfunction, or damage results from Tenant's negligent act or omission to act, Owner may charge to and collect the cost of such repair from Tenant. Owner shall maintain the outdoor areas of the property (consisting of walks, landscaping, natural areas, service areas, driveways, lawn, and automobile parking areas). Owner's maintenance of such areas shall not be construed as extending the leased premises to all such areas, unless they are otherwise defined as a portion of the leased premises.
- (b) At the expiration of this tenancy, Tenant shall surrender the leased premises in the same condition as they were at the beginning of this lease, except for reasonable wear and tear and damage by unavoidable casualty to the extent that the damage is covered by Owner's fire insurance policy with extended coverage endorsement. Tenant shall surrender all keys for the leased premises to Owner, inform Owner of all combinations on locks, if any, and remove any alterations before surrendering the premises. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the term of this lease.
- (c) If caused by Tenant, Tenant shall replace all broken or cracked glass with glass of quality equal to that existing at the commencement of the lease term.
- (d) Owner has no duty to make repairs under this lease until Tenant gives written notice to Owner of the repairs to be made or condition to be corrected. Owner has no liability for failure to make any repair required of it if the repair is completed within a reasonable time following the notice from Tenant. Tenant shall not withhold any rent it owes because of repairs Owner is required to make.
- (e) The parties agree that the Owner, Owner's contractors and workers may enter any portion of the premises at any time and erect all necessary structures to repair, alter or maintain the premises. Tenant waives any claim to damages resulting from such activities.

Section 10. Insurance and Indemnity

- (a) During the entire term of the lease, Tenant shall keep in full force and effect a policy of comprehensive general liability, property damage, and personal injury insurance with respect to the leased premises and Tenant's business in the leased premises in which the limits of liability shall not be less than one million five hundred thousand dollars (\$1,500,000) per person and per accident and in which the property damage liability shall not be less than eight hundred thousand dollars (\$800,000) per occurrence. If the limits of liability provided under the Oregon Tort Claims Act, ORS 30.270, or other applicable law should be raised to an amount exceeding those dollar amounts, then Tenant shall provide a policy of

insurance, which covers such increased amount of liability. The insurance shall be in an insurance company approved by Owner; a copy of the policy or certificate of insurance shall be delivered to Owner; the policy shall name Owner, as well as Owner's officers, employees, and agents as additional named insureds; and the policy shall contain a clause that the insurer will not cancel or change the insurance without first giving Owner 30 days prior written notice.

- (b) Tenant agrees to indemnify, defend and hold harmless Owner, its officers, agents, and employees from and against all claims, actions, damages, liability, and expense in connection with the loss of life, personal injury, or damage to property arising from or out of an occurrence in, upon, or at the leased premises, or its occupancy or use by Tenant or occasioned wholly or in part by an act or omission of Tenant, its members, its agents, contractors, employees, or servants. If Owner, without fault on its part, is made a party to litigation commenced by or against Tenant, then Tenant shall protect and hold Owner harmless and shall pay all costs, expenses, and reasonable attorney fees incurred or paid by Owner in connection with such litigation.
- (c) Tenant shall indemnify, defend, and hold Owner harmless from all claims, judgments, damages, penalties, fines, costs, liability or losses (including without limitation, diminution in value of the Property, damages for the loss or restriction on use or rent of the property, damages arising from adverse impact on marketing of the property, and sums paid in settlement of claims, attorneys fees, consultants fees, and experts fees), that arise during or after the lease term due to contamination by Hazardous Materials as a result of Lessee's use or activities or Lessee's agents or contractors. This indemnification includes without limitation, costs incurred in connection with investigation of site conditions, cleanup, remedial removal or restoration work required by any federal, state, or local governmental agency or political subdivision because of Hazardous Materials present in the soil or groundwater or under the Property. Without limiting the foregoing, if the presence of any Hazardous Materials on the Property caused or permitted by Tenant or Tenant's agents or contractor results in contamination of the Property, Tenant shall promptly take all actions necessary at Lessee's sole expense to return the Property to the condition existing prior to the release of such Hazardous Materials onto the Property, provided Owner's approval is first obtained, which shall not be unreasonably withheld, if such action would not potentially have material adverse long or short-term effects on the Property. This indemnity shall survive the expiration or early termination of this lease.
- (d) If in the opinion of Owner the leased premises are rendered substantially unfit for the occupancy or use contemplated by casualty or peril, Owner at its option may promptly and diligently restore the leased premises to the condition existing prior to the occurrence of the insured casualty or peril or may terminate the lease.
- (e) Tenant waives all claims for recovery from Owner for loss or damage to the property insured under valid and collectable casualty or fire insurance policies to the extent of any recovery collectable under such insurance.

Section 11. Damage by Casualty or Fire and Duty to Repair

If the building in which the leased premises are located is destroyed by fire or other casualty, either party may terminate this lease as of the date of the fire or casualty. Owner may or may not elect to repair the building; written notice of Owner's election shall be given to Tenant within 15 days after the occurrence of damage. If notice is not so given, Owner shall be deemed to have elected not to repair. In that event, this lease shall terminate with the date of the damage. But if the building in which the leased premises are located is partially destroyed and Owner elects to repair, then Owner shall repair the building with all convenient speed and take possession of and occupy, to the exclusion of Tenant, all or part of the building to make the necessary repairs. Tenant agrees to vacate, upon request, all or any part of the building that Owner may require to make necessary repairs. For the time between the day of damage until such repairs have been substantially completed, rent shall be abated to the extent warranted by the injury or damage and its interference with Tenant's occupancy.

Section 12. Waiver of Subrogation of Rights

Owner shall not be liable to Tenant, or Tenant to Owner, for loss arising out of damage to or destruction of the leased premises, the building or improvements of which the leased premises are a part, the contents of the premises, when the loss is caused by a peril which is or could be included within or insured against by a standard form of fire insurance with extended coverage, including sprinkler leakage insurance, if any. All such claims for loss, however caused, are waived. This absence of liability shall exist whether or not the damage or destruction is caused by the negligence of Owner or its agents, servants, or employees. The parties agree that the rentals reserved by this lease have been fixed in contemplation that Tenant shall fully provide its own insurance protection at its own expense and that Tenant shall look to its insurance carrier for reimbursement of such loss. The insurance carrier involved shall not be entitled to subrogation under any circumstances unless specifically covered as a joint insured.

Section 13. Performance by Owner

Owner shall not be deemed in default for the nonperformance or interruption or delay in performance of any of the terms, covenants, or conditions of this lease if due to a labor dispute, strike, lockout, civil commotion or like operation, government regulation or controls, inability to obtain labor or materials, or through an act of God or other cause beyond the reasonable control of Owner, if such cause is not due to the willful act or neglect of Owner.

Section 14. Default

- (a) If Tenant fails to perform any of the terms, conditions, or covenants of this lease to be observed or performed by Tenant for more than 30 days after written notice of such default has been mailed to Tenant, or if Tenant shall abandon premises, then besides other rights or remedies it may have, Owner shall have the immediate right of re-entry and may remove all persons and property from the leased premises and store such property in a public warehouse or elsewhere at the cost of Tenant,

without service of notice or resort to legal process and without being deemed guilty of trespass or becoming liable for loss or damage which may be occasioned by such removal or storage.

(b) Following re-entry, Owner shall have the right to recover from Tenant the following damages:

1. All unpaid rent or other charges for the period prior to re-entry;
2. An amount equal to the rental lost during any period in which the premises are not re-let if Owner continuously uses reasonable efforts to re-let the premises during such period. Owner shall not be required to list the premises with a real estate broker in order to establish reasonable efforts to re-let the premises;
3. All costs incurred in re-letting or attempting to re-let the premises, including without limitation the cost of clean-up and repair and preparation for a new Tenant, the cost of correcting any defaults or restoring unauthorized alterations, and the advertising expense;
4. The difference between rent reserved under this lease and the amount actually received by Owner upon any re-letting;
5. Reasonable attorney fees incurred in connection with the default, whether or not any litigation has commenced;
6. If Tenant remains in possession following default and Owner does not elect to re-enter, Owner may recover all unpaid rent or other charges and shall have the right to cure any non-monetary default and recover the cost of such cure from Tenant. In addition, Owner shall be entitled to recover attorney fees reasonably incurred in connection with the default, whether or not litigation has commenced. Owner may institute actions to recover such amounts as they accrue and no one action for accrued damages shall bar a later action for damages subsequently accruing;
7. This remedy shall not be exclusive but shall be in addition to all other remedies and rights provided under applicable law.

Section 15. Delivering Up Premises on Termination

- (a) Both parties agree that time is of the essence. At the expiration of the lease, Tenant will quit and deliver up the leased premises.
- (b) If an action is brought for an unlawful detainer of the leased premises, for the recovery of any rent due under this lease, or for breach, Tenant shall pay to Owner reasonable attorney fees which shall be fixed by the court, including attorney fees on appeal.

Section 16. Miscellaneous

(a) Waiver

The waiver by Owner of any breach of any term, covenant, or condition in this lease shall not be a waiver of such term, covenant, or condition or subsequent breach. No covenant, term, or condition of this lease shall be deemed waived by Owner, unless the waiver is in writing and approved by Owner.

(b) Entire Agreement

This lease sets forth all the covenants, promises, agreements, conditions, and understandings between Owner and Tenant concerning the leased premises. No subsequent alteration, amendment, change, or addition to this lease shall be binding upon Owner or Tenant unless reduced to writing and signed by the parties.

(c) No Partnership

Owner is not in any way or for any purpose a partner of Tenant in the conduct of its business or otherwise.

(d) Notices

Notice or demand required or permitted under this lease is given only when the notice or demand is written, deposited in the United States mail, with postage prepaid, to be forwarded by certified mail with return receipt requested and addressed as follows:

to Owner at: Community Services Department
 c/o City of Tualatin
 18880 SW Martinazzi Ave.
 Tualatin, OR 97062

to Tenant at: The Tualatin Riverkeepers
 12360 SW Main Street, Suite 100
 Tigard, OR 97223

or at such other address as may be designated by either party by giving notice of such change of address in the manner above provided.

(e) Partial Invalidity

If any term, covenant, or condition of this lease or its application to any person or circumstance shall be invalid or unenforceable, the remainder of this lease shall be valid and in force to the fullest extent permitted by law.

(f) Attorney Fees

If suit or action is instituted by either party to establish or enforce a right under this lease; to recover any amounts due hereunder; to correct a breach of any covenant, term, or condition hereof; or to litigate any other matter arising from the execution of this agreement, the prevailing party on any appeal shall recover reasonable attorney fees awarded by the trial and appellate courts in addition to the costs and disbursements. This provision shall survive any termination of this lease.

(g) Tax Exempt Status

Tenant shall provide to the Owner proof of filing for property tax exemption with the Washington County Assessors Office. Tenant shall apply for this exemption in a timely manner. Application fees shall be the expense of the Tenant. Any fees associated with a late filing shall be paid by the Tenant. If Tenant fails to file for such exemption, Tenant shall be responsible for all taxes assessed to the Owner for the leased premises.

Section 17. Termination

(a) This lease shall terminate by its own terms on the expiration of the primary term of the lease. Termination may occur by either party upon giving to the other party 30 days prior written notice.

IN WITNESS WHEREOF, Owner and Tenant have executed this lease as of the date indicated below.

CITY OF TUALATIN, OREGON

Mayor

Date

City Manager

Date

STATE OF OREGON)
)ss.
County of Washington)

Personally appeared the above named, Lou Ogden, Mayor, and Sherilyn Lombos, City Manager, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me: _____

Notary Public for Oregon
My Commission Expires:

By authority of the Tualatin Riverkeepers:

President or Authorized Officer

Date

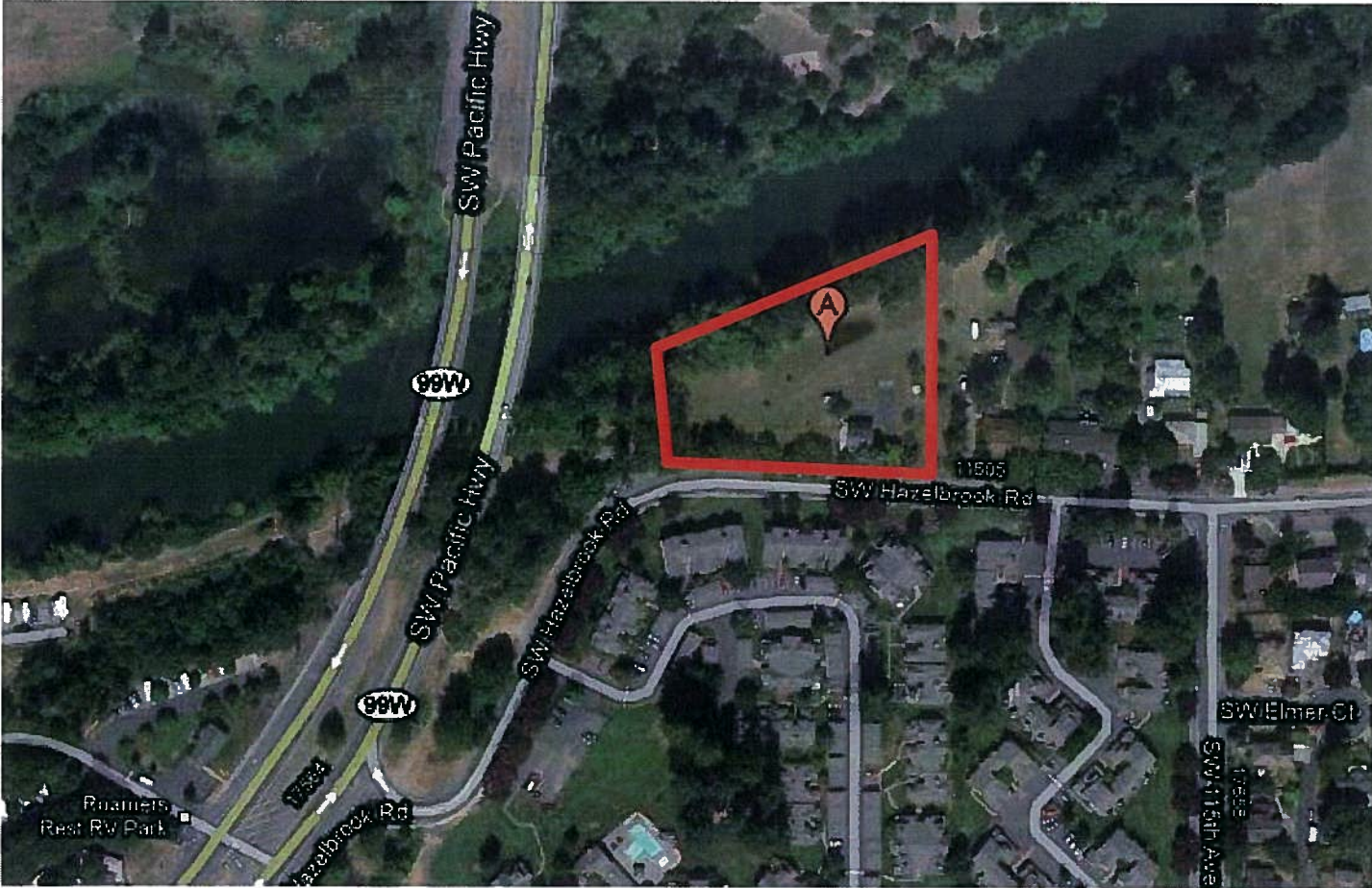
STATE OF OREGON)

County of Washington)ss,
)

Personally appeared the above named _____
and acknowledged the foregoing instrument to be his/her voluntary act and deed.

Before me: _____

Notary Public for Oregon
My Commission Expires:



RESOLUTION NO. 5022-11

RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF TUALATIN AND THE TUALATIN RIVERKEEPERS FOR LEASE OF A HOUSE WITHIN THE TUALATIN RIVER GREENWAY LOCATED AT 11645 SW HAZELBROOK ROAD

WHEREAS the City of Tualatin owns property located at 11645 SW Hazelbrook Road, Tualatin, Oregon 97062 that includes a house; and

WHEREAS the City of Tualatin is responsible for the maintenance and management of the property and house; and

WHEREAS the City currently pays for utilities, maintenance and upkeep of the house; and

WHEREAS the house is currently unoccupied and the City desires to put the house into use for public benefit and also offset monthly maintenance and utility costs; and

WHEREAS the Tualatin Riverkeepers is a non-profit group; and

WHEREAS the Tualatin Riverkeepers wishes to lease the house for its operations, provide recreational and educational programming for Tualatin residents, and pay maintenance and utility costs.

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

Section 1. The Mayor and City Manager are authorized to execute the attached lease agreement between the City of Tualatin and the Tualatin Riverkeepers for lease of the house located in the Tualatin River Greenway at 11645 SW Hazelbrook Road.

INTRODUCED AND ADOPTED this 28th day of February 2011.

CITY OF TUALATIN, OREGON

BY



Mayor

ATTEST:

BY



City Recorder

Approved as to legal form:



City Attorney

Resolution No. 5022-11

LEASE

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- (a) Tenant shall pay all monthly utilities (see Section 8), plus one hundred dollars (\$100) per month as a contribution toward operational and maintenance costs. Rent shall be made payable to the City of Tualatin, and mailed to the attention of the Community Services Department, 18880 SW Martinazzi Avenue, Tualatin, Oregon

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Section 9. Maintenance of Leased Premises and Common Areas

- (a) Owner shall maintain the structural portions of the premises, the lighting, heating, plumbing, and electrical fixtures and equipment in good condition and repair. However, if a defect, malfunction, or damage results from Tenant's negligent act or omission to act, Owner may charge to and collect the cost of such repair from Tenant. Owner shall maintain the outdoor areas of the property (consisting of walks, landscaping, natural areas, service areas, driveways, lawn, and automobile parking areas). Owner's maintenance of such areas shall not be construed as extending the leased premises to all such areas, unless they are otherwise defined as a portion of the leased premises.
- (b) At the expiration of this tenancy, Tenant shall surrender the leased premises in the same condition as they were at the beginning of this lease, except for reasonable wear and tear and damage by unavoidable casualty to the extent that the damage is covered by Owner's fire insurance policy with extended coverage endorsement. Tenant shall surrender all keys for the leased premises to Owner, inform Owner of all combinations on locks, if any, and remove any alterations before surrendering the premises. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the term of this lease.
- (c) If caused by Tenant, Tenant shall replace all broken or cracked glass with glass of quality equal to that existing at the commencement of the lease term.
- (d) Owner has no duty to make repairs under this lease until Tenant gives written notice to Owner of the repairs to be made or condition to be corrected. Owner has no liability for failure to make any repair required of it if the repair is completed within a reasonable time following the notice from Tenant. Tenant shall not withhold any rent it owes because of repairs Owner is required to make.
- (e) The parties agree that the Owner, Owner's contractors and workers may enter any portion of the premises at any time and erect all necessary structures to repair, alter or maintain the premises. Tenant waives any claim to damages resulting from such activities.

Section 10. Insurance and Indemnity

- (a) During the entire term of the lease, Tenant shall keep in full force and effect a policy of comprehensive general liability, property damage, and personal injury insurance with respect to the leased premises and Tenant's business in the leased premises in which the limits of liability shall not be less than one million five hundred thousand dollars (\$1,500,000) per person and per accident and in which the property damage liability shall not be less than eight hundred thousand dollars (\$800,000) per occurrence. If the limits of liability provided under the Oregon Tort Claims Act, ORS 30.270, or other applicable law should be raised to an amount exceeding those dollar amounts, then Tenant shall provide a policy of

insurance, which covers such increased amount of liability. The insurance shall be in an insurance company approved by Owner; a copy of the policy or certificate of insurance shall be delivered to Owner; the policy shall name Owner, as well as Owner's officers, employees, and agents as additional named insureds; and the policy shall contain a clause that the insurer will not cancel or change the insurance without first giving Owner 30 days prior written notice.

- (b) Tenant agrees to indemnify, defend and hold harmless Owner, its officers, agents, and employees from and against all claims, actions, damages, liability, and expense in connection with the loss of life, personal injury, or damage to property arising from or out of an occurrence in, upon, or at the leased premises, or its occupancy or use by Tenant or occasioned wholly or in part by an act or omission of Tenant, its members, its agents, contractors, employees, or servants. If Owner, without fault on its part, is made a party to litigation commenced by or against Tenant, then Tenant shall protect and hold Owner harmless and shall pay all costs, expenses, and reasonable attorney fees incurred or paid by Owner in connection with such litigation.
- (c) Tenant shall indemnify, defend, and hold Owner harmless from all claims, judgments, damages, penalties, fines, costs, liability or losses (including without limitation, diminution in value of the Property, damages for the loss or restriction on use or rent of the property, damages arising from adverse impact on marketing of the property, and sums paid in settlement of claims, attorneys fees, consultants fees, and experts fees), that arise during or after the lease term due to contamination by Hazardous Materials as a result of Lessee's use or activities or Lessee's agents or contractors. This indemnification includes without limitation, costs incurred in connection with investigation of site conditions, cleanup, remedial removal or restoration work required by any federal, state, or local governmental agency or political subdivision because of Hazardous Materials present in the soil or groundwater or under the Property. Without limiting the foregoing, if the presence of any Hazardous Materials on the Property caused or permitted by Tenant or Tenant's agents or contractor results in contamination of the Property, Tenant shall promptly take all actions necessary at Lessee's sole expense to return the Property to the condition existing prior to the release of such Hazardous Materials onto the Property, provided Owner's approval is first obtained, which shall not be unreasonably withheld, if such action would not potentially have material adverse long or short-term effects on the Property. This indemnity shall survive the expiration or early termination of this lease.
- (d) If in the opinion of Owner the leased premises are rendered substantially unfit for the occupancy or use contemplated by casualty or peril, Owner at its option may promptly and diligently restore the leased premises to the condition existing prior to the occurrence of the insured casualty or peril or may terminate the lease.
- (e) Tenant waives all claims for recovery from Owner for loss or damage to the property insured under valid and collectable casualty or fire insurance policies to the extent of any recovery collectable under such insurance.

Section 11. Damage by Casualty or Fire and Duty to Repair

If the building in which the leased premises are located is destroyed by fire or other casualty, either party may terminate this lease as of the date of the fire or casualty. Owner may or may not elect to repair the building; written notice of Owner's election shall be given to Tenant within 15 days after the occurrence of damage. If notice is not so given, Owner shall be deemed to have elected not to repair. In that event, this lease shall terminate with the date of the damage. But if the building in which the leased premises are located is partially destroyed and Owner elects to repair, then Owner shall repair the building with all convenient speed and take possession of and occupy, to the exclusion of Tenant, all or part of the building to make the necessary repairs. Tenant agrees to vacate, upon request, all or any part of the building that Owner may require to make necessary repairs. For the time between the day of damage until such repairs have been substantially completed, rent shall be abated to the extent warranted by the injury or damage and its interference with Tenant's occupancy.

Section 12. Waiver of Subrogation of Rights

Owner shall not be liable to Tenant, or Tenant to Owner, for loss arising out of damage to or destruction of the leased premises, the building or improvements of which the leased premises are a part, the contents of the premises, when the loss is caused by a peril which is or could be included within or insured against by a standard form of fire insurance with extended coverage, including sprinkler leakage insurance, if any. All such claims for loss, however caused, are waived. This absence of liability shall exist whether or not the damage or destruction is caused by the negligence of Owner or its agents, servants, or employees. The parties agree that the rentals reserved by this lease have been fixed in contemplation that Tenant shall fully provide its own insurance protection at its own expense and that Tenant shall look to its insurance carrier for reimbursement of such loss. The insurance carrier involved shall not be entitled to subrogation under any circumstances unless specifically covered as a joint insured.

Section 13. Performance by Owner

Owner shall not be deemed in default for the nonperformance or interruption or delay in performance of any of the terms, covenants, or conditions of this lease if due to a labor dispute, strike, lockout, civil commotion or like operation, government regulation or controls, inability to obtain labor or materials, or through an act of God or other cause beyond the reasonable control of Owner, if such cause is not due to the willful act or neglect of Owner.

Section 14. Default

- (a) If Tenant fails to perform any of the terms, conditions, or covenants of this lease to be observed or performed by Tenant for more than 30 days after written notice of such default has been mailed to Tenant, or if Tenant shall abandon premises, then besides other rights or remedies it may have, Owner shall have the immediate right of re-entry and may remove all persons and property from the leased premises and store such property in a public warehouse or elsewhere at the cost of Tenant,

without service of notice or resort to legal process and without being deemed guilty of trespass or becoming liable for loss or damage which may be occasioned by such removal or storage.

(b) Following re-entry, Owner shall have the right to recover from Tenant the following damages:

1. All unpaid rent or other charges for the period prior to re-entry;
2. An amount equal to the rental lost during any period in which the premises are not re-let if Owner continuously uses reasonable efforts to re-let the premises during such period. Owner shall not be required to list the premises with a real estate broker in order to establish reasonable efforts to re-let the premises;
3. All costs incurred in re-letting or attempting to re-let the premises, including without limitation the cost of clean-up and repair and preparation for a new Tenant, the cost of correcting any defaults or restoring unauthorized alterations, and the advertising expense;
4. The difference between rent reserved under this lease and the amount actually received by Owner upon any re-letting;
5. Reasonable attorney fees incurred in connection with the default, whether or not any litigation has commenced;
6. If Tenant remains in possession following default and Owner does not elect to re-enter, Owner may recover all unpaid rent or other charges and shall have the right to cure any non-monetary default and recover the cost of such cure from Tenant. In addition, Owner shall be entitled to recover attorney fees reasonably incurred in connection with the default, whether or not litigation has commenced. Owner may institute actions to recover such amounts as they accrue and no one action for accrued damages shall bar a later action for damages subsequently accruing;
7. This remedy shall not be exclusive but shall be in addition to all other remedies and rights provided under applicable law.

Section 15. Delivering Up Premises on Termination

- (a) Both parties agree that time is of the essence. At the expiration of the lease, Tenant will quit and deliver up the leased premises.
- (b) If an action is brought for an unlawful detainer of the leased premises, for the recovery of any rent due under this lease, or for breach, Tenant shall pay to Owner reasonable attorney fees which shall be fixed by the court, including attorney fees on appeal.

Section 16. Miscellaneous

(a) Waiver

The waiver by Owner of any breach of any term, covenant, or condition in this lease shall not be a waiver of such term, covenant, or condition or subsequent breach. No covenant, term, or condition of this lease shall be deemed waived by Owner, unless the waiver is in writing and approved by Owner.

(b) Entire Agreement

This lease sets forth all the covenants, promises, agreements, conditions, and understandings between Owner and Tenant concerning the leased premises. No subsequent alteration, amendment, change, or addition to this lease shall be binding upon Owner or Tenant unless reduced to writing and signed by the parties.

(c) No Partnership

Owner is not in any way or for any purpose a partner of Tenant in the conduct of its business or otherwise.

(d) Notices

Notice or demand required or permitted under this lease is given only when the notice or demand is written, deposited in the United States mail, with postage prepaid, to be forwarded by certified mail with return receipt requested and addressed as follows:

to Owner at: Community Services Department
 c/o City of Tualatin
 18880 SW Martinazzi Ave.
 Tualatin, OR 97062

to Tenant at: The Tualatin Riverkeepers
 12360 SW Main Street, Suite 100
 Tigard, OR 97223

or at such other address as may be designated by either party by giving notice of such change of address in the manner above provided.

(e) Partial Invalidity

If any term, covenant, or condition of this lease or its application to any person or circumstance shall be invalid or unenforceable, the remainder of this lease shall be valid and in force to the fullest extent permitted by law.

(f) Attorney Fees

If suit or action is instituted by either party to establish or enforce a right under this lease; to recover any amounts due hereunder; to correct a breach of any covenant, term, or condition hereof; or to litigate any other matter arising from the execution of this agreement, the prevailing party on any appeal shall recover reasonable attorney fees awarded by the trial and appellate courts in addition to the costs and disbursements. This provision shall survive any termination of this lease.

(g) Tax Exempt Status

Tenant shall provide to the Owner proof of filing for property tax exemption with the Washington County Assessors Office. Tenant shall apply for this exemption in a timely manner. Application fees shall be the expense of the Tenant. Any fees associated with a late filing shall be paid by the Tenant. If Tenant fails to file for such exemption, Tenant shall be responsible for all taxes assessed to the Owner for the leased premises.

Section 17. Termination

(a) This lease shall terminate by its own terms on the expiration of the primary term of the lease. Termination may occur by either party upon giving to the other party 30 days prior written notice.

IN WITNESS WHEREOF, Owner and Tenant have executed this lease as of the date indicated below.

CITY OF TUALATIN, OREGON

Mayor

Date

2-28-11

City Manager

Date

2-28-11

STATE OF OREGON)

)ss.

County of Washington)

Personally appeared the above named, Lou Ogden, Mayor, and Sherilyn Lombos, City Manager, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me: _____

Maureen A. Smith

Notary Public for Oregon

My Commission Expires: *July 4, 2013*



By authority of the Tualatin Riverkeepers:

President or Authorized Officer

Date

2-17-11

STATE OF OREGON)

County of Washington

)ss,
)

Personally appeared the above named Monica Smiley
and acknowledged the foregoing instrument to be his/her voluntary act and deed. ,

Before me: Maureen A. Smith

Notary Public for Oregon
My Commission Expires:



APPROVED AS TO LEGAL FORM

Frenda L. Braden
CITY ATTORNEY



STAFF REPORT

CITY OF TUALATIN

APPROVED BY TUALATIN CITY COUNCIL
Date 2-28-11
Recording Secretary [Signature]

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Kaaren Hofmann, Civil Engineer
Mike McKillip, City Engineer

DATE: 02/28/2011

SUBJECT: Resolution Establishing a Zone of Benefit Recovery Charge for Street Improvements on SW 124th Avenue between SW Myslony Street and SW Tualatin-Sherwood Road

ISSUE BEFORE THE COUNCIL:

Council will consider the resolution that Staff was directed to bring back for approval.

RECOMMENDATION:

Staff recommends that Council adopt the attached resolution.

EXECUTIVE SUMMARY:

A public hearing was held on February 14, 2011. There were no objections to establishing the Zone of Benefit. The City Council voted 4-0; with Councilors Truax, Barhyte, and Beikman absent, to bring a resolution back establishing the Zone of Benefit Recovery Charge for SW 124th Avenue.

OUTCOMES OF DECISION:

If the attached resolution is adopted, the Zone of Benefit will be established.

ALTERNATIVES TO RECOMMENDATION:

FINANCIAL IMPLICATIONS:

Attachments: Resolution
A Legal Descriptions
B Engineer's Report

RESOLUTION NO. 5023-11

RESOLUTION ESTABLISHING A ZONE OF BENEFIT RECOVERY CHARGE
FOR STREET IMPROVEMENTS ON SW 124th AVENUE BETWEEN SW
MYSLONY STREET AND SW TUALATIN-SHERWOOD ROAD

WHEREAS SW 124th Avenue between SW Myslony Street and SW Tualatin-Sherwood Road had not been improved when the Tualatin Development Commission began its capital project to construct full street improvements for SW 124th Avenue; and

WHEREAS the Commission determined that it was in the best interests of the public to construct the improvements behind the curb at the same time, rather than wait for the adjacent property owners to develop their properties; and

WHEREAS the adjacent property owners would have been required to construct the improvements behind the curb in the future; and

WHEREAS notice was sent to the adjacent property owners on January 10, 2011 advising them of the proposed creation of a zone of benefit for these improvements; and

WHEREAS the applicant has complied with the requirements on TMC Chapter 2-5; and

WHEREAS a public hearing was held on February 14, 2011 and no objections were heard;

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

Section 1. The Zone of Benefit is created to allow the Tualatin Development Commission to seek recovery of its costs for the construction of certain improvements made to SW 124th Street between SW Myslony and SW Tualatin-Sherwood Road.

PROPERTY	LINEAL FOOTAGE	PERCENT TOTAL LINEAL FOOTAGE	PROPOSED RECOVERY CHARGE
2S1 27B/00400	780	15.52%	\$48,449.90
2S1 28A/00100	1340	26.67%	\$83,234.44
2S1 27B/00200	350	6.97%	\$21,740.34
2S1 21DD/00201	395	7.86%	\$24,535.53
2S1 28A/00300	780	15.52%	\$48,449.90
2S1 27B/00300	990	19.70%	\$61,494.10
2S1 22C/01600	390	7.76%	\$24,224.94
TOTAL	5025	100.00%	\$312,129.15

From and after the effective date of this Recovery Agreement, charges which remain unpaid shall bear interest on the unpaid amount at the rate paid to local governments by the Oregon State Treasurer on deposits made in the Local Government Investment Pool pursuant to Oregon Revised Statutes 294.805 to 294.895 until paid.

Section 2. The Zone of Benefit shall include the properties that are more particularly described in *attachment A*.

Section 3. The Recovery Charge shall be as in the attached Engineer's Report, *attachment B*.

Section 4. The City Manager shall have the resolution recorded with the Washington County Recorder's Office.

INTRODUCED AND ADOPTED this 28th day of February , 2011.

CITY OF TUALATIN, OREGON

BY  Mayor

APPROVED AS TO LEGAL FORM


CITY ATTORNEY

ATTEST:
BY  City Recorder

SW 124th/Tualatin Sherwood
Improvement Project

Lumber Products
Assessor No. 2S 1 21DD 00201

Real property in Section 21, Township 2 South, Range 1 West of the Willamette Meridian, City of Tualatin, Washington County, Oregon, being a portion of that property described in that Warranty deed to Lumber Products, recorded in Document No. 90012953 of Washington County Book of Records

SW 124th/Tualatin Sherwood
Improvement Project

Franklin Business Park
Assessor No. 2S 1 27B 00200

Real property in Section 27, Township 2 South, Range 1 West of the Willamette Meridian, City of Tualatin, Washington County, Oregon, being a portion of that property described in that Statutory Bargain and Sale deed to Franklin Business Park LLC, recorded in Document No. 2000029918 of Washington County Book of Records.

SW 124th/Tualatin Sherwood
Improvement Project

Wager, Edward J.
Assessor No. 2S 1 27B 00300

Real property in Section 27, Township 2 South, Range 1 West of the Willamette Meridian, City of Tualatin, Washington County, Oregon, being a portion of that property described in that Bargain and Sale deed recorded in Book 455, Page 216 of Washington County Book of Records.

SW 124th/Tualatin Sherwood
Improvement Project

Itel, Earl and Loris
Assessor No. 2S 1 27B 00400

Real property in Section 27, Township 2 South, Range 1 West of the Willamette Meridian, City of Tualatin, Washington County, Oregon, being a portion of that property described in that Bargain and Sale deed to Earl J. Itel and Loris Itel, recorded in Document No. 91004248 of Washington County Book of Records.

SW 124th/Tualatin Sherwood
Improvement Project

Fore-Sight Balboa, L.L.C.
Assessor No. 2S 1 28A 00100

Real property in Section 28, Township 2 South, Range 1 West of the Willamette Meridian, City of Tualatin, Washington County, Oregon, being a portion of that property described in that Bargain and Sale deed to Fore-Sight Balboa, L.L.C. recorded in Document No. 95046169 of Washington County Book of Records.

SW 124th/Tualatin Sherwood
Improvement Project

Lince, Marvin L. and
Tanner, James G
Assessor No. 2S 1 28A 00300

Real property in Section 28, Township 2 South, Range 1 West of the Willamette Meridian, City of Tualatin, Washington County, Oregon, being a portion of that property described in that Bargain and Sale deed to Marvin L. Lince and James G Tanner, recorded in Document No. 92067665 of Washington County Book of Records.

SW 124th/Tualatin Sherwood
Improvement Project

Endicott, Ronald G.
Assessor No. 2S 1 22C 01600

Real property in Section 22, Township 2 South, Range 1 West of the Willamette Meridian, City of Tualatin, Washington County, Oregon, being a portion of that property described in that Warranty deed to Ronald G. Endicott recorded in Book 826, Page 501 of Washington County Book of Records.

REPORT AND RECOMMENDATION
TO ESTABLISH A ZONE OF BENEFIT RECOVERY CHARGE
FOR STREET IMPROVEMENTS ON SW 124TH AVENUE BETWEEN SW
MYSLONY STREET AND SW TUALATIN-SHERWOOD ROAD

Prepared by
Michael A. McKillip
City Engineer
City of Tualatin, Oregon

January 10, 2011

This report and recommendation on the establishment of a Zone of Benefit Recovery Charge was prepared at the request of the Tualatin Development Commission (see attached).

The Tualatin Development Commission constructed SW 124th Avenue as a part of the Leveton Urban Renewal District. The costs for the construction of the improvements between the curbs was determined to be a legitimate use of urban renewal dollars but the improvements behind the curb was not. Therefore, these costs would become the responsibility of the adjacent property owner as it would be when developed.

This report was prepared in accordance with City of Tualatin Municipal Code Chapter 2-5, known as the "System Development Recovery Charge Ordinance", and originally adopted on September 9, 1991. The proposed Zone of Benefit Recovery Charge is for street improvements constructed on SW 124th Avenue between SW Myslony Street and SW Tualatin-Sherwood Road more specifically described as follows:

Sidewalks, street trees, street lights, plantings and irrigation along both sides of SW 124th Avenue for approximately 2250 feet between SW Myslony Street and SW Tualatin-Sherwood Road hereafter called 'improvements'. A map is attached.

Section 1. The following information has been received in accordance with Section 2-5-050 (2):

(a) Detailed or as-built plans or drawings showing the actual location, nature and extent of all improvements for which a zone of benefit recovery charge is sought.

Detailed as-built plans are filed in the Engineering and Building Department. These improvements were accepted by the City on December 13, 2010, by Resolution No. 5014-10.

(b) The parcels of property identified by survey or tax lot number which are purportedly specially benefited by the improvements from which a recovery charge is sought. The ownership of parcels identified in subsection (b) or this subsection, according to the current records of the County Department of Assessment and Taxation and the mailing address of such property owners.

The properties benefitting from the improvements and from which a recovery charge is sought are and the owners are:

Tax Map/Tax Lot	Owner
2S1 27B/00400	Earl & Loris Itel, Trustee 12155 SW Tualatin-Sherwood Rd Tualatin, OR 97062
2S1 28A/00100	Fore-Sight Balboa, LLC 20400 SW Cipole Road Tualatin, OR 97062
2S1 27B/00200	Franklin Business Park, LLC 1202 NW 17 th Avenue, Ste. B Portland, OR 97209
2S1 21DD/00201	Lumber Products 19855 SW 124 th Avenue Tualatin, OR 97062
2S1 28A/00300	James Tanner 12777 SW Tualatin-Sherwood Rd Tualatin, OR 97062
2S1 27B/00300	Edward Wager 12075 SW Tualatin-Sherwood Rd Tualatin, OR 97062
2S1 22C/01600	Ronald Endicott PO Box 228 Aurora, OR 97002

(c) Detailed costs and invoices for labor, materials and actual permit and inspection fees devoted exclusively to the improvements and from which a recover charge is sought to be established.

Detailed costs have been submitted and are:

<i>Sidewalk:</i>	<i>\$115,290.00</i>
<i>Irrigation:</i>	<i>\$ 37,803.96</i>
<i>Street Lights:</i>	<i>\$105,575.00</i>
<i>Street Trees:</i>	<i>\$ 14,091.00</i>
<i>Plantings:</i>	<i>\$ 39,369.19</i>
<i>Total:</i>	<i>\$312,129.15</i>

The applicant has only requested recovery of the construction costs of the improvements. Staff has verified the construction costs indicated are comparable to costs anticipated for such work. The final pay request is attached.

Section 2. The City Engineer's recommendation as required by Section 2-5-050(3) must include and address:

(a) Whether the applicant has paid for some or all of the costs of a utility improvement. *The applicant has paid all of the costs for the project to construct the street improvements along the frontages of the properties listed above.*

(b) The extent to which the improvements referred to in subsection (a) of this subsection have relieved another person or persons of the future need or requirements to construct all or a portion of the same improvements. (c) The area or parcels which are specially benefited by the improvement, and whether or not such parcels would, as a condition of future development be required to construct some or a portion of the same improvement for which a recover charge is sought to be established. *The improvements referred to on Page 1 of this Report and Recommendation have relieved the properties in the above table of the requirement to construct street improvements on SW 124th Avenue upon development.*

(d) That portion of the cost of the improvement within the area of the proposed or probable zone of benefit which is appropriate for reimbursement by the owners of the property indentified in subsection(c) of this subsection. *One hundred percent of the costs for improvement within the Zone of Benefit are appropriate for reimbursement by the owners of the properties identified previously.*

(e) A rational formula for apportioning the cost of the improvement among properties within the proposed zone of benefit and where appropriate a unit of measure for applying the zone of benefit recovery charge to property which with approval be developed at some future date. *As the parcels develop, they will be required to construct improvements based on their street frontage; therefore, the costs of these street improvements should be apportioned based on the percentage of lineal footage of frontage adjacent to the street. Apportioning based on frontage reflects the benefit received by the properties served by this street improvement.*

(f) The results of applying the formula referred to in subsection (e) of this subsection to the parcels identified in subsection (c) of this subsection, which becomes the proposed recovery charge. *The table below indicates the proposed recovery charges bases on the results of apportioning the costs by lineal footage of frontage:*

PROPERTY	LINEAL FOOTAGE	PERCENT TOTAL LINEAL FOOTAGE	PROPOSED RECOVERY CHARGE
2S1 27B/00400	780	15.52%	\$48,449.90
2S1 28A/00100	1340	26.67%	\$83,234.44
2S1 27B/00200	350	6.97%	\$21,740.34
2S1 21DD/00201	395	7.86%	\$24,535.53
2S1 28A/00300	780	15.52%	\$48,449.90
2S1 27B/00300	990	19.70%	\$61,494.10
2S1 22C/01600	390	7.76%	\$24,224.94
TOTAL	5025	100.00%	\$312,129.15

(g) The annual percentage rate applied to the proposed recovery charge over the following 10 years, which represents the estimated return on investment of the reimbursable costs. *No Zone of Benefit Recovery Charge or interest shall be collected after a date ten years after the adoption of this charge by the City. From and after the effective date of this Recovery Agreement, charges which remain unpaid shall bear interest on the unpaid amount at the rate paid to local governments by the Oregon State Treasurer on deposits made in the Local Government Investment Pool pursuant to Oregon Revised Statutes 294.805 to 294.895 until paid.*

(h) Whether the applicant has complied with the requirements of this ordinance. *The applicant has complied with the requirements of TMC Chapter 2-5.*



CITY OF TUALATIN
 PO Box 369, Tualatin, OR 97062-0369
 Phone: (503) 692-2000 Fax: (503) 692-5421

APPLICATION TO ESTABLISH A ZONE OF BENEFIT RECOVERY CHARGE

The following items must be submitted with this completed application (further details of the requirements can be found in Ordinance 843-91):

ZBRC	INFORMATION REQUIRED
✓	As-built plans showing the actual location, nature and extent of all improvements for which the Zone of Benefit Recovery Charge is sought
✓	The parcels of property to benefit by the improvements and from which a recovery charge is sought identified by: survey, document number, plat book and page, or legal description, and tax map and tax lot number
✓	The parcels identified above listing tax map and tax lot numbers, and owners' names and addresses according to the current records of the appropriate county Department of Assessment and Taxation on pre-gummed address labels
✓	Detailed costs and invoices for labor, materials, and actual permit and inspection fees devoted exclusively to the improvements and for which a recovery charge is sought to be established
NA	Paid application fee

Site Address: <u>124th Avenue</u>	
Tax Map Number(s):	
Tax Lot Number(s):	
Type of Improvement: <input checked="" type="checkbox"/> Street <input type="checkbox"/> Water <input type="checkbox"/> Sanitary Sewer <input type="checkbox"/> Storm Drain	
Applicant's Name: <u>Eric Underwood for Tualatin Development Commission</u>	
Address: <u>18876 SW Martinazzi Ave Tualatin, OR 97062</u>	
Phone Number: <u>(503) 691-3020</u>	Fax Number: <u>(503) 692-0447</u>
Signature:	Date: <u>12/18/10</u>
Application by: <input type="checkbox"/> Owner <input type="checkbox"/> Contract Purchaser <input type="checkbox"/> Developer <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Other:	
Receipt Number:	Fee: \$
Job Number:	By:



SW Mysloay St

SW 124th Ave

SW Tualatin-Sherwood Rd



DATE: 6/1/2009

APPLICATION NO. 12 - Final Billing

PERIOD: FROM 1-May TO 31-May 20 09

PROJECT: SW 124TH AVENUE, MYSLONY ST TO TUALATIN-SHERWOOD RD

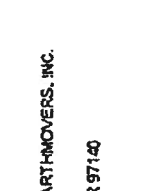
CONTRACTOR: NORTHWEST EARTHMOVERS, INC.

1 ORIGINAL CONTRACT AMOUNT:	<u>2,582,987.80</u>
2. CONTRACT MODIFICATIONS APPROVED IN PREVIOUS APPLICATIONS:	
ADDITIONS <u>\$196,254.95</u> DEDUCTIONS _____	
3. CONTRACT MODIFICATIONS APPROVED THIS PERIOD	
ADDITIONS _____ DEDUCTIONS _____	
4. NET CHANGE BY CONTRACT MODIFICATIONS (sum of 2 & 3):	<u>\$196,254.95</u>
5. REVISED CONTRACT AMOUNT (sum of 1 & 4):	<u>\$2,779,242.75</u>
6. TOTAL VALUE OF WORK TO DATE:	<u>\$2,740,247.80</u>
7. PERCENT PROJECT COMPLETE:	<u>98.60</u>
8. TOTAL MATERIALS ON HAND:	<u>\$0.00</u>
9. SUBTOTAL WORK COMPLETED & STORED (sum of 6 & 8):	<u>\$2,740,247.80</u>
10. LESS PREVIOUS PAYMENTS:	<u>\$2,586,495.22</u>
11. LESS PREVIOUS RETAINAGE:	<u>\$136,131.33</u>
12. AMOUNT WORK COMPLETE THIS PERIOD (9 less 10 & 11):	<u>\$17,821.35</u>
13. LESS RETAINAGE (5% of 12):	<u>\$891.07</u>
14. CURRENT PAYMENT DUE (12 less 13):	<u>\$16,740.28</u>

MINE
 Contractor - NEI
6/1/2009
 Date

Steve Kutko
 Engineer - CH2M Hill
6/8/09
 Date

Release all retainage
DB1038
04300007027009
(KLD501)
KH
6/19/09
Fy08/09



REMITTANCE ADDRESS
 NORTHWEST EARTHMOVERS, INC.
 P.O. BOX 1609
 SHERWOOD, OR 97140

NORTHWEST EARTHMOVERS, INC.
 PROCESS BILLING #12 & FINAL BILLING
 JOB: SW 124TH AVENUE, NYSLOVY ST TO TUALATIN-SHERVOIC
 BILLING PERIOD ENDING: 5/1/2009
 BILLING DATE: 6/1/2009
 FILE: 0812

ITEM #	DESCRIPTION	UNIT	QTY	BID UNIT	BID TOTAL	TO-DATE QTY	TO-DATE AMOUNT	PRIOR QTY	PRIOR AMOUNT	CURRENT QTY	CURRENT AMOUNT
10	Mobilization	LS	1	\$ 71,082.00	71,082.00	100%	71,082.00	100%	\$ 71,082.00		\$ -
15	Project Field Office	LS	1	\$ 4,928.00	4,928.00	100%	4,928.00	100%	\$ 4,928.00		\$ -
20	Temporary Protection and Direction of Traffic	LS	1	\$ 13,275.00	13,275.00	100%	13,275.00	100%	\$ 13,275.00		\$ -
30	Erosion Control	LS	1	\$ 3,538.00	3,538.00	100%	3,538.00	100%	\$ 3,538.00		\$ -
40	Gravel Construction Entrance	EA	2	\$ 100.00	200.00	1	100.00	1	\$ 100.00		\$ -
50	Inlet Protection	EA	10	\$ 42.00	420.00	10	420.00	10	\$ 420.00		\$ -
60	Silt Fence, Unsupported	LF	5517	\$ 1.70	9,378.90	5517	9,378.90	5517	\$ 9,378.90		\$ -
70	Orange Plastic Mesh Fence	LF	840	\$ 1.30	1,512.00	400	720.00	400	\$ 720.00		\$ -
80	Clearing and Grubbing	LS	1	\$ 97,535.00	97,535.00	100%	97,535.00	100%	\$ 97,535.00		\$ -
90	Excavation	CY	18500	\$ 4.50	83,250.00	20760	93,375.00	20760	\$ 93,375.00		\$ -
100	Foundation Stabilization	TON	280	\$ 20.30	6,032.00	243	5,054.40	243	\$ 5,054.40		\$ -
105	Trench Foundation Stabilization	TON	150	\$ 192.30	28,845.00				\$ -		\$ -
110	Subgrade Geotextile	SY	20300	\$ 0.70	14,210.00	20300	14,210.00	20300	\$ 14,210.00		\$ -
120	Removal and Replace Valve Box	EA	8	\$ 119.90	1,079.10	9	1,079.10	9	\$ 1,079.10		\$ -
130	Adjust Junction Box	EA	1	\$ 95.70	95.70	1	95.70	1	\$ 95.70		\$ -
140	Reconstruct Manhole	EA	4	\$ 895.00	3,580.00	4	3,580.00	4	\$ 3,580.00		\$ -
Drainage and Sewer											
150	12" Storm Sewer Pipe	LF	2676	\$ 42.10	112,479.60	2682.6	112,937.46	2682.6	\$ 112,937.46		\$ -
160	10" Sanitary Sewer Pipe	LF	1750	\$ 49.40	86,450.00	1756.4	86,742.16	1756.4	\$ 86,742.16		\$ -
170	12" Culvert Pipe	LF	92	\$ 44.70	4,112.40	92	4,112.40	92	\$ 4,112.40		\$ -
180	24" Culvert Pipe	LF	157	\$ 69.70	10,942.90	157	10,942.90	157	\$ 10,942.90		\$ -
190	Concrete Manhole, 48" Flaptop	EA	5	\$ 1,658.00	8,290.00	8	13,264.00	8	\$ 13,264.00		\$ -
200	Concrete Manhole, 48" Eccentric Cane	EA	5	\$ 2,059.00	10,295.00	9	18,531.00	9	\$ 18,531.00		\$ -
210	Concrete Manhole, 60" with Flow Control	EA	1	\$ 4,344.00	4,344.00	1	4,344.00	1	\$ 4,344.00		\$ -
220	Concrete Gate Inlet, 36"	EA	5	\$ 1,012.00	5,060.00	5	5,060.00	5	\$ 5,060.00		\$ -
230	Concrete Curb Inlet, 48"	EA	12	\$ 3,594.00	43,128.00	13	47,112.00	13	\$ 47,112.00		\$ -
240	Inlet Type D	EA	1	\$ 1,040.00	1,040.00	1	1,040.00	1	\$ 1,040.00		\$ -
250	Concrete Curb Cuts	EA	26	\$ 310.20	8,065.20	26	8,065.20	26	\$ 8,065.20		\$ -
260	Extended Dry Pond	EA	1	\$ 14,930.00	14,930.00	100%	14,930.00	100%	\$ 14,930.00		\$ -
270	Street Swales	LF	1,615	\$ 53.20	85,908.00	1,415	75,278.00	1,415	\$ 75,278.00		\$ -
Bases											
280	Aggregate Base - Leveling Course	TON	2656	\$ 21.90	58,166.40	2955	64,714.50	2955	\$ 64,714.50		\$ -
290	Aggregate Base - Base Course	TON	11850	\$ 15.00	177,750.00	11948	179,220.00	11948	\$ 179,220.00		\$ -
Wearing Surfaces											
300	Standard Class C Asphalt	TON	2410	\$ 50.90	122,669.00	2,174.20	110,686.62	1847.2	\$ 94,022.28	327.00	\$ 16,641.14
310	Standard Class B Asphalt	TON	7235	\$ 50.30	363,960.50	5889.54	299,777.59	5889.54	\$ 299,777.59		\$ -
320	Extra for Asphalt Approaches	EA	2	\$ 1,181.00	2,362.00	2	2,362.00	2	\$ 2,362.00		\$ -
330	Concrete Curb & Gutter	LF	5035	\$ 8.70	43,804.50	5035	43,804.50	5035	\$ 43,804.50		\$ -
340	Concrete Curb	LF	2630	\$ 9.00	23,670.00	2722	24,500.40	2722	\$ 24,500.40		\$ -
350	Concrete Walks	SY	4575	\$ 25.20	115,290.00	4575	115,290.00	4575	\$ 115,290.00		\$ -
360	Concrete Driveway Approaches	SY	195	\$ 48.40	9,438.00	208	10,063.20	208	\$ 10,063.20		\$ -
Permanent Traffic Control and Guidance Devices											
370	Performed Thermoplastic Pavement Blue Lane Markings	EA	13	\$ 245.60	3,192.80	13	3,192.80	13	\$ 3,192.80		\$ -
380	Performed Thermoplastic Pavement Arrows	EA	8	\$ 225.50	1,804.00	7	1,578.50	7	\$ 1,578.50		\$ -

REMITTANCE ADDRESS:
 NORTHWEST EARTHMOVERS, INC.
 P.O. BOX 1609
 SHERWOOD, OR 97140



NORTHWEST EARTHMOVERS, INC.
 PROGRESS BILLING #12 & FINAL BILLING
 JOB: SW 124TH AVENUE, MYSLONY ST TO TUALATIN-SHERVOC
 BILLING PERIOD ENDING: 5/31/2009
 BILLING DATE: 6/1/2009
 FILE: 0812

ITEM #	DESCRIPTION	UNIT	QTY	RID UNIT	RID TOTAL	TO-DATE QTY	TO-DATE AMOUNT	PRIOR QTY	PRIOR AMOUNT	CURRENT QTY	CURRENT AMOUNT
380	Painted Permanent Pavement Striping	LF	17960	0.20	3,570.00	29461	5,882.26	29451	\$ 5,892.26	-	\$ -
400	Thermoplastic Pavement Line	SF	570	7.10	4,047.00	1601	11,367.10	1601	\$ 11,367.10	-	\$ -
410	Macro-Directional Type 1A Markers	EA	130	5.30	689.00	151	800.30	151	\$ 800.30	-	\$ -
420	Bi-Directional Type 1B Markers	EA	140	5.30	742.00	134	710.20	134	\$ 710.20	-	\$ -
Permanent Traffic Control and Illumination Systems											
430	Illumination System Complete	LS	1	105,575.00	105,575.00	100%	105,575.00	100%	\$ 105,575.00	-	\$ -
440	Traffic Signal Installation, Complete (1240w/TualatinSham	LS	1	179,135.00	179,135.00	100%	179,135.00	100%	\$ 179,135.00	-	\$ -
450	Traffic Signal Interconnect Installation, Complete	LS	1	2,238.00	2,238.00	1	2,238.00	1	\$ 2,238.00	-	\$ -
460	3" Conduit, Future Use	LF	635	3.80	2,476.50	635	2,476.50	635	\$ 2,476.50	-	\$ -
470	2" Conduit, Future Use	LF	125	3.70	462.50	125	462.50	125	\$ 462.50	-	\$ -
480	22" x 22" x 12" Junction Box, Future Use	EA	4	315.00	1,260.00	4	1,260.00	4	\$ 1,260.00	-	\$ -
490	Signs in Place	SF	55	9.00	495.00	55	495.00	55	\$ 495.00	-	\$ -
500	Perforated Tube Breakaway Sign Post	EA	5	109.80	549.00	5	549.00	5	\$ 549.00	-	\$ -
Right of Way Development and Control											
510	2 Year Landscape Maintenance	LS	1	8,820.00	8,820.00	100%	8,820.00	1	\$ 8,820.00	-	\$ -
520	Irrigation System	LS	1	58,800.00	58,800.00	100%	58,800.00	1	\$ 58,800.00	-	\$ -
530	24"-30" 8/8B Shrubs - Landscaping	EA	172	21.50	3,698.00	172	3,698.00	172	\$ 3,698.00	-	\$ -
540	3" Caliper Trees - Landscaping	EA	79	231.00	18,249.00	79	18,249.00	79	\$ 18,249.00	-	\$ -
550	Soil Prep - Landscaping	LS	1	7,046.00	7,046.00	1	7,046.00	1	\$ 7,046.00	-	\$ -
560	Bark Mulch - Landscaping - 3" Deep	SF	25910	0.80	15,548.00	25910	15,548.00	25910	\$ 15,548.00	-	\$ -
570	Shrubs, 1 Gallon - Landscaping and Wetland	EA	3102	7.50	23,265.00	3322	24,915.00	3322	\$ 24,915.00	-	\$ -
580	Shrub, 2 Gallon - Landscaping and Wetland	EA	1975	16.80	33,180.00	2454	41,227.20	2454	\$ 41,227.20	-	\$ -
590	Groundcover, 4" Pot, Landscaping and Wetland	EA	3535	2.60	9,192.00	3535	9,192.00	3535	\$ 9,192.00	-	\$ -
605	Seed Mix, Extended Dry Pond	AC	0.3	7,300.00	2,310.00	0.3	2,310.00	0.3	\$ 2,310.00	-	\$ -
610	Seed Mix, Wetland	AC	0.7	9,000.00	6,300.00	0.7	6,300.00	0.7	\$ 6,300.00	-	\$ -
620	Plant Plugs, Wetland	EA	7975	0.70	5,582.50	7975	5,582.50	7975	\$ 5,582.50	-	\$ -
630	Deciduous Trees - No 1 Container - Wetland	EA	75	7.40	555.00	85	763.00	85	\$ 763.00	-	\$ -
640	Deciduous Trees - No 2 Container - Wetland	EA	150	16.80	2,520.00	75	1,260.00	75	\$ 1,260.00	-	\$ -
650	Coniferous Trees - No 2 Container - Wetland	EA	75	16.80	1,260.00	75	1,260.00	75	\$ 1,260.00	-	\$ -
660	Coniferous Trees - No 2 Container - Wetland	EA	594	30.60	18,183.60	694	21,236.40	694	\$ 21,236.40	-	\$ -
670	Topsoil - Wetland	CY	242	7.60	1,839.20	242	1,839.20	242	\$ 1,839.20	-	\$ -
680	Mulch, Wetland	AC	1	3,150.00	3,150.00	1	3,150.00	1	\$ 3,150.00	-	\$ -
690	Hydrated, Side Slopes	AC	1.1	1,922.00	2,114.20	1.1	2,114.20	1.1	\$ 2,114.20	-	\$ -
700	Retain Wall, Wetland	EA	5	244.30	1,221.50	4	977.20	4	\$ 977.20	-	\$ -
710	5 Foot Chainlink Fence	LF	725	17.80	12,917.50	840	15,036.00	840	\$ 15,036.00	-	\$ -
720	5 Foot Black Vinyl Chainlink Fence	LF	327	20.80	6,801.60	1066	22,172.80	1066	\$ 22,172.80	-	\$ -
730	10" x 8" Black Vinyl Chainlink Gate	EA	2	525.00	1,050.00	1	525.00	1	\$ 525.00	-	\$ -
740	20" x 6" Black Vinyl Chainlink Gate	EA	1	1,050.00	1,050.00	1	1,050.00	1	\$ 1,050.00	-	\$ -
750	2 1/2" of Tualatin Permanent Barbed, Street	EA	2	1,096.00	2,192.00	2	2,192.00	2	\$ 2,192.00	-	\$ -
760	Interlocking Unit Pavers	SF	472	13.40	6,324.80	472	6,324.80	472	\$ 6,324.80	-	\$ -
Water Supply Systems											
770	12" Ductile Iron Pipe and Appurtenances	LF	897	73.30	65,750.10	897	65,750.10	897	\$ 65,750.10	-	\$ -
780	10" Water Service	EA	1	8,273.00	8,273.00	1	8,273.00	1	\$ 8,273.00	-	\$ -
790	8" Water Service	EA	8	5,790.00	46,320.00	8	46,320.00	8	\$ 46,320.00	-	\$ -
800	2" Water Service	EA	8	3,298.00	26,304.00	8	26,304.00	8	\$ 26,304.00	-	\$ -

NORTHWEST EARTHMOVERS, INC.
 PROGRESS BILLING #12 & FINAL BILLING
 JOB: SW 124TH AVENUE, MYSLONY ST TO TUALATIN-SHERVOIC
 BILLING PERIOD ENDING: 5/31/2009
 BILLING DATE: 6/1/2009
 FILE: 0812



REMITTANCE ADDRESS:
 NORTHWEST EARTHMOVERS, INC.
 P.O. BOX 1689
 SHERWOOD, OR 97140

ITEM #	DESCRIPTION	UNIT	QTY	EA/UNT	EA/UNT	TOTL	TU-RATE	TU-RATE	TO-DATE	PRIOR	CURRENT	CURRENT
									AMOUNT	QTY	AMOUNT	AMOUNT
810	Fire Hydrant Assembly	EA	6	5,301.00	31,806.00	6	6	31,806.00	31,806.00	6	31,806.00	31,806.00
820	Cathodic Protection Relocation	LS	1	367.30	367.30	1	1	367.30	367.30	1	367.30	367.30
830	Utility Vault 577 - PGE	EA	7	2,573.00	18,011.00	7	7	18,011.00	18,011.00	7	18,011.00	18,011.00
840	Vault Installation 5106 - PGE(Vault Provided by PGE)	EA	3	787.50	2,362.50	3	3	2,362.50	2,362.50	3	2,362.50	2,362.50
850	Vault Installation 612 - PGE(Vault Provided by PGE)	EA	2	787.50	1,575.00	2	2	1,575.00	1,575.00	2	1,575.00	1,575.00
860	Vault Installation 61067A - Verizon(Vault Provided by Veri	EA	4	1,040.00	4,160.00	6	6	3,240.00	3,240.00	6	4,340.00	4,340.00
870	4" Sch 40 PVC - PGE	LF	2794	2.90	8,102.60	2794	2794	3,102.60	3,102.60	2794	3,102.60	3,102.60
880	4" 90 Degree 38" Radius - PGE	EA	24	131.20	3,151.20	24	24	3,151.20	3,151.20	24	3,151.20	3,151.20
890	Installation 6" Sch 40 PVC & Filling - PGE	LF	4950	8.70	43,065.00	4950	4950	43,065.00	43,065.00	4950	43,065.00	43,065.00
900	Installation 4" Sch 40 PVC & Filling - Verizon	LF	11176	3.50	39,116.00	11176	11176	39,116.00	39,116.00	11176	39,116.00	39,116.00
910	Installation 2" Sch 40 PVC & Filling - Comcast	LF	5588	2.00	11,176.00	5588	5588	11,176.00	11,176.00	5588	11,176.00	11,176.00
920	PGE Micropad	EA	1	367.50	367.50	1	1	367.50	367.50	1	367.50	367.50
930	Trench Excavation and Backfill	EA	2650	26.30	69,695.00	3640	3640	95,732.00	95,732.00	3640	95,732.00	95,732.00
940	Polishing Existing Utility	EA	4	131.30	525.20	3640	3640	95,732.00	95,732.00	3640	95,732.00	95,732.00
TOTAL BASE BID						2,652,987.80		2,538,071.43	2,538,071.43		2,538,071.43	17,621.34

MATERIAL ON HAND REQUESTS
 MOR #1 Illumination Materials on Hand LS \$ 67,706.00
 MOH #2 Illumination and Signal Equipment Materials on Hand LS \$ 19,584.00

ITEM #	DESCRIPTION	UNIT	QTY	EA/UNT	EA/UNT	TOTL	TU-RATE	TU-RATE	TO-DATE	PRIOR	CURRENT	CURRENT
									AMOUNT	QTY	AMOUNT	AMOUNT
CO #1.1	Relocate Fencing	LS	1.0	3,214.25	3,214.25	1	1	3,214.25	3,214.25	1	3,214.25	3,214.25
CO #1.2	Install Signal Pole and Controller	LS	1.0	6,113.40	6,113.40	1.0	1.0	6,113.40	6,113.40	1	6,113.40	6,113.40
CO #1.3	Additional Storm Sewer Pipe	LF	8.0	336.80	3,368.00	8.0	8.0	3,368.00	3,368.00	8	3,368.00	3,368.00
CO #1.4	Concrete manhole, 60" Water Quality	EA	1.0	4,565.00	4,565.00	1.0	1.0	4,565.00	4,565.00	1	4,565.00	4,565.00
CO #1.5	Riser Pipe Outfall Pad	EA	1.0	495.00	495.00	1.0	1.0	495.00	495.00	1	495.00	495.00
CO #1.6	Increase in Sanitary Sewer Unit Price	LF	1724.0	14.80	25,515.20	1796.4	1796.4	25,586.72	25,586.72	1796.4	26,586.72	26,586.72
CO #1.7	Increase in Concrete Manhole, 48" Exc. Core Unit Price	EA	9.0	151.00	1,359.00	9.0	9.0	1,359.00	1,359.00	9	1,359.00	1,359.00
CO #2.1	Crew and equipment: standby time due to sanitary revision	LS	1.0	3,680.82	3,680.82	1.0	1.0	3,680.82	3,680.82	1	3,680.82	3,680.82
CO #2.2	Replace 36" ADS Culvert with 36" RCP, Remove adjacent abandoned ADS Culvert	LF	115.0	192.80	22,172.00	115.0	115.0	22,172.00	22,172.00	115	22,172.00	22,172.00
CO #2.3	Install 60" Manholes at connection to existing ADS Culvert	EA	2.0	4,850.00	9,700.00	3.0	3.0	14,550.00	14,550.00	3	14,550.00	14,550.00
CO #2.4	Restock fees and freight per vendor invoice	LS	1.0	2,704.74	2,704.74	1.0	1.0	2,704.74	2,704.74	1	2,704.74	2,704.74
CO #3.1	Remobilize Sewer Crew Equipment	LS	1.0	2,500.00	2,500.00	1.0	1.0	2,500.00	2,500.00	1	2,500.00	2,500.00
CO #3.2	10" PVC Sanitary Sewer Pipe with Granular Backfill	LF	487.0	196.50	95,695.50	487.0	487.0	95,695.50	95,695.50	487	95,695.50	95,695.50
CO #3.3	Sanitary Manhole over Existing Line, Incl. Tie in Work	EA	2.0	3,391.00	6,782.00	2.0	2.0	6,782.00	6,782.00	2	6,782.00	6,782.00
CO #3.4	Sanitary Manhole	EA	2.0	2,095.00	4,190.00	2.0	2.0	4,190.00	4,190.00	2	4,190.00	4,190.00
CO #4.1	Julie Misting	LS	1.0	1,261.71	1,261.71	1.0	1.0	1,261.71	1,261.71	1	1,261.71	1,261.71
Sub Total						\$		\$			\$	

Prepared by NORTHWEST EARTHMOVERS, INC. 6/1/2009

NORTHWEST EARTHMOVERS, INC.
PROGRESS BILLING #12 & FINAL BILLING
JOB: SW 15TH AVENUE, MYSLONY ST TO TUALATIN-SHERWOOD
BILLING PERIOD ENDING: 5/31/2009
BILLING DATE: 6/1/2009
FILE: 0812



REMITTANCE ADDRESS:
NORTHWEST EARTHMOVERS, INC.
P.O. BOX 1809
SHERWOOD, OR 97140

ITEM #	DESCRIPTION	UNIT	QTY	BID UNIT	BID TOTAL	TO-DATE QTY	TO-DATE AMOUNT	PRIOR QTY	PRIOR AMOUNT	CURRENT QTY	CURRENT AMOUNT
CO #4.2	Documt Mailing	LS	1.0	\$ 5,773.52	5,773.52	1.0	5,773.52	1	5,773.52	-	-
CO #4.3	Move Vasil at Tualatin Rd/Roones Ferry Intersection	LS	1.0	\$ 1,946.74	1,946.74	100%	1,946.74	100%	1,946.74	(#)	-
CO #4.4	Timber Retaining Wall - PGE	LS	1.0	\$ 471.27	471.27	1.0	471.27	1	471.27	-	-
CO #4.5	Infiltration System Credit	LS	1.0	\$ (2,000.00)	-2,000.00	1.0	(2,000.00)	1	(2,000.00)	-	-
				0.00							
	Sub Total				\$ 196,254.95		\$ 282,176.47		\$ 282,176.47		\$ -
	TOTAL WORK COMPLETED TO-DATE				\$ 1,779,242.75		\$ 2,740,247.90		\$ 2,722,626.55		\$ 17,621.34
	LESS 5% RETENTION						\$ 137,012.39		\$ 136,131.33		\$ 881.07
	NET ESTIMATE						\$ 2,603,235.50		\$ 2,586,495.22		\$ 16,740.28
	LESS PRIOR PAYMENTS						\$ 2,586,495.22				
	TOTAL BALANCE DUE						\$ 16,740.28				



STAFF REPORT

CITY OF TUALATIN

APPROVED BY TUALATIN CITY COUNCIL

Date 2-28-11

Recording Secretary [Signature]

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Carl Switzer, Parks & Recreation Manager
Paul Hennon, Community Services Director

DATE: 02/28/2011

SUBJECT: Annual Report of the Tualatin Parks Advisory Committee for 2010

ISSUE BEFORE THE COUNCIL:

The Council will receive the Annual Report of the Tualatin Parks Advisory Committee (TPARK) for 2010.

RECOMMENDATION:

TPARK requests that Council accept the annual report and recommends that the City:

1. Pursue public financing to expand and interconnect the park system, trail system, and on- and off-street bicycle system
2. Increase the number and quality of sports fields
3. Update the Parks and Recreation Master Plan
4. Provide increased subsidy to expand recreation programming for people of all ages
5. If the parks charter amendment passes in March, Council should adopt a process for applying the new requirements.

Staff recommends that Council accept the annual report.

EXECUTIVE SUMMARY:

The TPARK ordinance calls for an annual report summarizing TPARK's activities in the preceding calendar year, outlining future activities of the committee, and identifying any other matters deemed appropriate by the committee for recommendation and advice to the Council.

The TPARK was established by Ordinance 418-77, adopted November 28, 1977, and incorporated into the Tualatin Municipal Code as Chapter 11-2. The ordinance prescribes TPARK's role in advising the Council on matters relating to parks and recreation. TPARK also serves as the Tree Board for the purpose of the Tree City USA program pursuant to Resolution 2013-87, adopted July 27, 1987. In this capacity, TPARK makes recommendations to staff and council on Urban Forestry related issues.

TPARK recognizes and supports the Community Services Department's vision and missions.

VISION STATEMENT

We create community through people, facilities, programs, and the natural environment.

MISSIONS

The following missions help achieve the vision.

- **Strengthen Community Image and Sense of Place**

Parks, library, recreation facilities, programs and community events are key factors in strengthening community image and creating a sense of place.

- **Support Economic Development**

Library, parks, recreation programs and facilities attract and retain businesses and residents, and increase property values.

- **Strengthen Safety and Security**

Parks and libraries provide safe environments for recreation. Facilities, programs and services help reduce criminal activity.

- **Promote Health and Wellness**

Participation at parks and libraries improves physical, psychological, and emotional health.

- **Foster Human Development and an Informed Citizenry**

Libraries and recreation services foster social, intellectual, lifelong learning, physical and emotional development through access to information, programs and materials that promote literacy.

- **Increase Cultural Unity**

Parks, libraries, and recreation increase cultural unity through experiences that promote cultural understanding and celebrate diversity.

- **Protect Natural and Cultural Resources**

Natural and cultural resources are protected through acquisition and management of open space, such as parks, greenways, natural areas; and learning and discovery take place through library collections and interpretive facilities and programs.

- **Provide Recreational Experiences**

A variety of benefits to individuals and society are achieved through participation in programmed and self-facilitated recreation and volunteerism. Recreation experiences are important as an end in themselves for personal enjoyment.

2010 members of TPARK included Travis Dunford, Debbie Wightman, D.J. DeAustria, Stephen Ricker, Bruce Andrus-Hughes, Kay Dix, Valerie Pratt, Connie Ledbetter, and Dennis Wells (chair).

2010 was the 33rd anniversary of TPARK serving the community and it was a productive year for the Committee members. In addition to regular meetings, TPARK members also sat on ad hoc committees for Arbor Week and the Tualatin-Sherwood Road Landscaping/Gateway Project, as well as the Tonquin Trail Master Plan Steering Committee.

Following is a summary of the key issues that TPARK considered during 2010:

1. Park Planning and Development

- **Proposed Charter Amendment Requiring Voter Approval of Non-park Uses of Parklands**

- o At Council's request TPARK met with the initiative petitioners and others several times to determine if clarifying language would be advisable to implement the proposed charter amendment. TPARK recommended that it would be helpful to clarify several areas of the charter to implement the measure.

- **Tonquin Trail Master Plan**

- o Discussed and made recommendations to staff and Council on their preferences for the trail alignment.

- **Pohl Center Addition and Renovation**

o TPARK has reviewed every iteration of the Feasibility Study and the design work for the project (once funding was obtained), making recommendations as necessary.

2. Policy and Program Issues

- Consideration of the Tualatin Commons policy that restricts access of Dogs

o At Council's request TPARK reconsidered the policy prohibiting dogs at the Tualatin Commons and made a recommendation to Council.

- Ordinance: Rules for Off-Leash Dog Areas in Parks

o TPARK reviewed dog park rules from many other jurisdictions and made a recommendation on the final set of dog park rules that were adopted in 2010. These rules were adopted in anticipation the opening of the new dog park at Tualatin Community Park.

- Heritage Tree program

o TPARK reviewed the Heritage Tree nomination for the Crape Myrtle in from of the Tualatin Public Library and recommended that Council accept the tree into the program.

- Chieftain Dakota Greenway storm water treatment and pathway project

o TPARK was the forum for public involvement on this project. They considered public comments, reviewed the alternatives and made a recommendation on how to proceed with the project.

- Picnic Shelter Rental Fee Setting and Naming for new Trestle Shelter

o TPARK reviewed the fee structure for picnic shelter reservations and made a recommendation to Council for the fee structure for the new Trestle Shelter in Tualatin Community Park. They also reviewed all of the shelter name recommendations provided by the community and recommended that Council approve the name Trestle Shelter, which they did.

3. Proclamations

- TPARK recommended to Council the following Proclamations in 2010

- o Earth Day proclamation
- o Arbor Week Proclamation
- o National Recreation and Parks Month Proclamation
- o National Senior Center Month Proclamation

4. Tree Board

- Tree City USA and Arbor Week ad hoc committee formation

o TPARK recommended to Council the formation of the ad hoc committee and approved the Arbor Week proclamation

Future Efforts

In the year ahead the committee will address items such as:

- Refreshing the TPARK enabling ordinance to include more explicit language about recreation
- Recommend ordinances and policies to implement the Parks Charter Amendment (if it is approved by voters)

- Participating in the Transportation System Plan Update, Basalt Creek and SW Concept Plan planning efforts and others to represent parks, greenway, natural area, and recreation interests.
- Improving community outreach, including participating in/collaborating with the new neighborhood Citizen Involvement Organizations

Recommendations to Council

TPARK respectfully makes the following recommendations to Council.

1. Pursue public financing to expand and interconnect the park system, trail system, and on- and off-street bicycle system
2. Increase the number and quality of sports fields
3. Update the Parks and Recreation Master Plan
4. Provide increased subsidy to expand recreation programming for people of all ages
5. If the parks charter amendment passes in March, Council should adopt a process for applying the new requirements.

FINANCIAL IMPLICATIONS:

TPARK has no annual revenue or expenditures.

Attachments: [A - Pictures](#)

Annual Report of the Tualatin Parks Advisory Committee for 2010 (Pictures)



TPARK Studying a Project

Tonquin Trail

MASTER PLAN



TPARK Discussed and made recommendations to staff and Council on their preferences for the trail alignment.



TPARK has reviewed every iteration of the Feasibility Study and the design work for the project (once funding was obtained), making recommendations as necessary.



TPARK reviewed dog park rules from many other jurisdictions and made a recommendation on the final set of dog park rules that were adopted in 2010. These rules were adopted in anticipation the opening of the new dog park at Tualatin Community Park.