TUALATIN CITY COUNCIL
AND
TUALATIN DEVELOPMENT COMMISSION
Monday, September 28, 2009

City Council Chambers
18880 SW Martinazzi Avenue, Tualatin, Oregon

WORK SESSION begins at 5:00 p.m.

REGULAR MEETING begins at 7:00 p.m.

Mayor Lou Ogden

Council President Chris Barhyte
Councilor Monique Beikman
Councilor Joelle Davis
Councilor Jay Harris
Councilor Donna Maddux
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 world wide web at www.ci.tualatin.or.us, at the Library located at 18878 SW Martinazzi Avenue, and are also on file in the Office of the City Manager for public inspection. Any person who has any question concerning any agenda item may call Administration at 503.691.3011 to make an inquiry concerning the nature of the item described on the agenda.

In compliance with the Americans With Disabilities Act, if you need special assistance to participate in this meeting, you should contact Administration at 503.691.3011. Notification thirty-six (36) hours prior to the meeting will enable the City to make reasonable arrangements to assure accessibility to this meeting.

Council meetings are televised "live" on the day of the meeting on Washington County Cable Access Channel 28. The replay schedule for Council meetings can be found at www.tvctv.org.

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

- SEE ATTACHED AGENDA -

PROCESS FOR LEGISLATIVE PUBLIC HEARINGS

A "legislative" public hearing is typically held on matters which affect the general welfare of the entire City rather than a specific piece of property.

1. The Mayor opens the public hearing and identifies the subject.
2. A staff member presents the staff report.
3. Public testimony is taken.
4. The Council then asks questions of staff, the applicant or any member of the public who testified.
5. When the Council has finished its questions, the Mayor closes the public hearing.
6. When the public hearing is closed, Council will then deliberate to a decision and a motion will be made to either approve, deny, or "continue" the public hearing.

PROCESS FOR QUASI-JUDICIAL PUBLIC HEARINGS

A "quasi-judicial" public hearing is typically held for annexations, planning district changes, variances, conditional use permits, comprehensive plan changes, and appeals from subdivisions, partitions and architectural review.

1. The Mayor opens the public hearing and identifies the case to be considered.
2. A staff member presents the staff report to the Council.
3. Public testimony is taken:
    a) In support of the application
    b) In opposition or neutral
4. The Council then asks questions of staff, the applicant or any member of the public who testified.
5. When the Council has finished its questions, the Mayor closes the public hearing.
6. When the public hearing is closed, Council will then deliberate to a decision and a motion will be made to either approve, approve with conditions or deny the application, or "continue" the public hearing.

TIME LIMITS 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 5 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 THE TUALATIN CITY COUNCIL FOR SEPTEMBER 28, 2009

A. CALL TO ORDER

Pledge of Allegiance

B. PRESENTATIONS, ANNOUNCEMENTS, SPECIAL REPORTS

Page No.

1. Proclamation Declaring the City of Tualatin Recognize October 7, 2009 as International..... "Walk and Bike to School Day"

2. Proclamation Proclaiming the month of October 2009 as "National Arts & Humanities..... Month" in the City of Tualatin

3. Update by Representatives of Tualatin Valley Fire & Rescue ***[moved from GENERAL BUSINESS]***

4. National League of Cities Prescription Discount Card Program ***[moved from GENERAL BUSINESS]***

C. CITIZEN COMMENTS

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

D. CONSENT AGENDA *(Item Nos. 1 – 6)*

Page No.

The Consent Agenda will be enacted with one vote. The Mayor will first ask the staff, the public and the Councilors if there is anyone who wishes to remove any item from the Consent Agenda for discussion and consideration. The matters removed from the Consent Agenda will be considered individually at the end of this Agenda under "Items Removed from the Consent Agenda." 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. Community Involvement Committee Appointments .....

2. Resolution No. 4930-09 Authorizing Execution of an Updated Urban Planning Area ..... Agreement with Washington County

3. Resolution No. 4931-09 Approving an Intergovernmental Agreement with Metro for ..... the 2006 Natural Areas Bond Measure Local Share Component Land Acquisition Services

4. Resolution No. 4932-09 Authorizing an Application by the City of Tualatin for a ..... Community Development Block Grant Public Facilities Project Proposal to Expand and Renovate the Juanita Pohl Center

5. Acceptance of the Tualatin Tomorrow Community Vision and Strategic Action Plan;..... Updated July 2009

6. Resolution No. 4933-09 To Adopt an Intergovernmental Agreement Between the Tri-County Metropolitan Transportation District of Oregon, and the City of Portland for Transit Police Services

E. PUBLIC HEARINGS – *Legislative or Other*

None.

F. PUBLIC HEARINGS – *Quasi-Judicial*

1. Public Hearing to Consider an Ordinance Relating to Plan Map Amendment PMA-09-02; ..... Applying Office Commercial (CO) Planning District Designation to 6480 SW Nyberg Lane; and Amending the Community Plan Map 9-1

   Ordinance No. 1288-09 Relating to Plan Map Amendment PMA-09-02; Applying Office Commercial (CO) Planning District Designation to 6480 SW Nyberg Lane; and Amending the Community Plan Map 9-1

2. Public Hearing Regarding an Appeal of the July 23, 2009 Interpretation Answering ..... "What is the Status of the Non-Conforming Use Rights of the Land and Structure Located at 8250 SW Tonka Street"? (Tax Map 2S124CB Tax Lot 1700) (INT-09-01) ***[CONTINUED to October 26, 2009]***

   Resolution No. ___---___ Affirming the Appeal of the July 23, 2009 Interpretation Answering "What is the Status of the Non-Conforming Use Rights of the Land and Structure Located at 8250 SW Tonka Street?" (Tax Map 2S124CB Tax Lot 1700) (INT-09-01)

G. GENERAL BUSINESS *(Item Nos. 1 – 5)*

1. Consideration of a Request to Change Parking Space Time Allocations in the Blue Lot
2. Consideration of a Request to Change Parking Space Time Allocations in the White Lot .....
3. Ordinance No. 1289-09 Relating to Core Area Parking Time Limits; and Amending ..... TMC 8-1-220

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: September 28, 2009

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.	Stephen Ricker DEL JUDY			Juvenile Police Center	
2.	Cynthia Kirk			Oregon Cultural Trust	
3.	Yvonne Addington			Tual Hist Soc.	Barn Historical
4.	Dan Griffin		griffingang@msn.com	TVFR	
5.					
6.					
7.					
8.					

Submitted for the record under Item F-2 on 9/28/09

Tualatin Historical Society

Tualatin Heritage Center

Established in 1986 to preserve, promote and interpret the rich and colorful history of Tualatin.

September 27, 2009

Tualatin City Council
18880 SW Martinazzi Avenue
Tualatin, Oregon 97062

Mayor and City Council:

Re: Request for Review of an Interpretation Decision-8250 SW Tonka Street

The Tualatin Historical Society wishes to support the continued preservation of the building on the above premises known by Tualatin historians as the "Ed Blank Barn".

While the issue at the present time is not whether or not to preserve the building, we feel the owner has done all the right things to support preservation of one of only two remaining early 1900 era barns which still depict the agricultural beginnings of the City. We hope the City will work with the owner to allow preservation of the barn to continue.

Only 17 of the historic buildings listed in the city's historic preservation ordinance still remain and many of those buildings have been allowed to deteriorate so badly, it is just a matter of time when most of them will be gone. The ordinance lacks essential criteria if the city truly desires historical building preservation. It has been a constant and expensive struggle each time preservation of a building has been proposed but those that have been saved have become great assets to the community as a reminder of our colorful past.

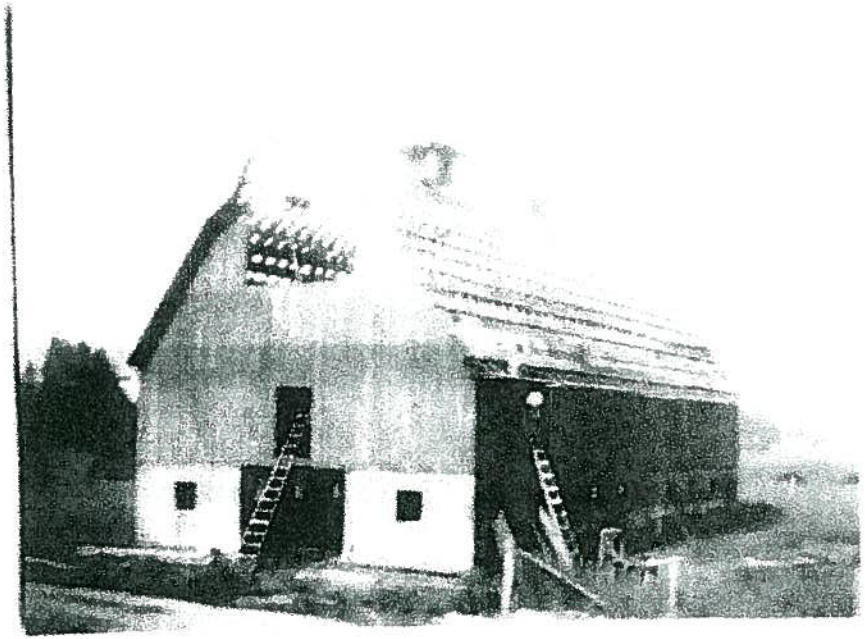
We now have many citizens who hope the "Ed Blank Barn" can be preserved and we have a willing owner interested in saving it. The Sposito family has invested thousands of dollars to bring the building up to safety codes while still preserving the exterior style. A continued source of rental income and jobs are essential to continued preservation. We are hopeful the city can work with the Sposito Family to allow them to financially continue preserving it.

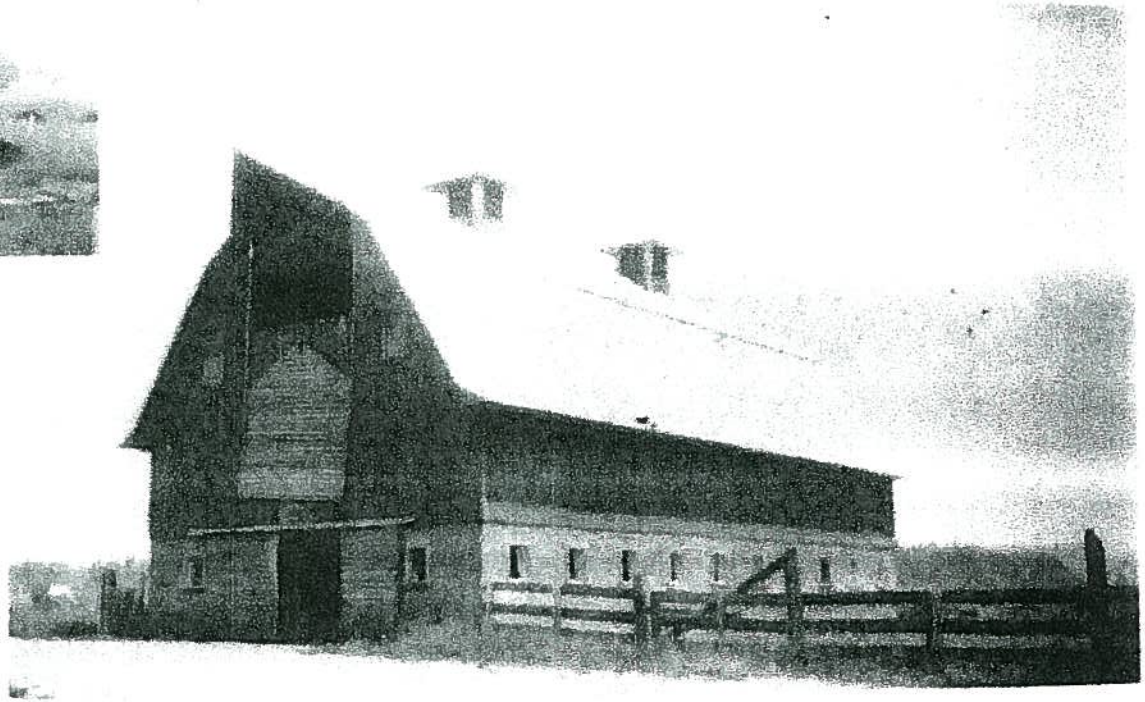
Very truly yours,

Yvonne L Addington

Yvonne L. Addington, President

8700 SW Sweek Drive • Tualatin, OR 97062 • P.O. Box 1055 • (503) 885-1926 • Fax (503) 692-5876
www.tualatinhistoricalsociety.org





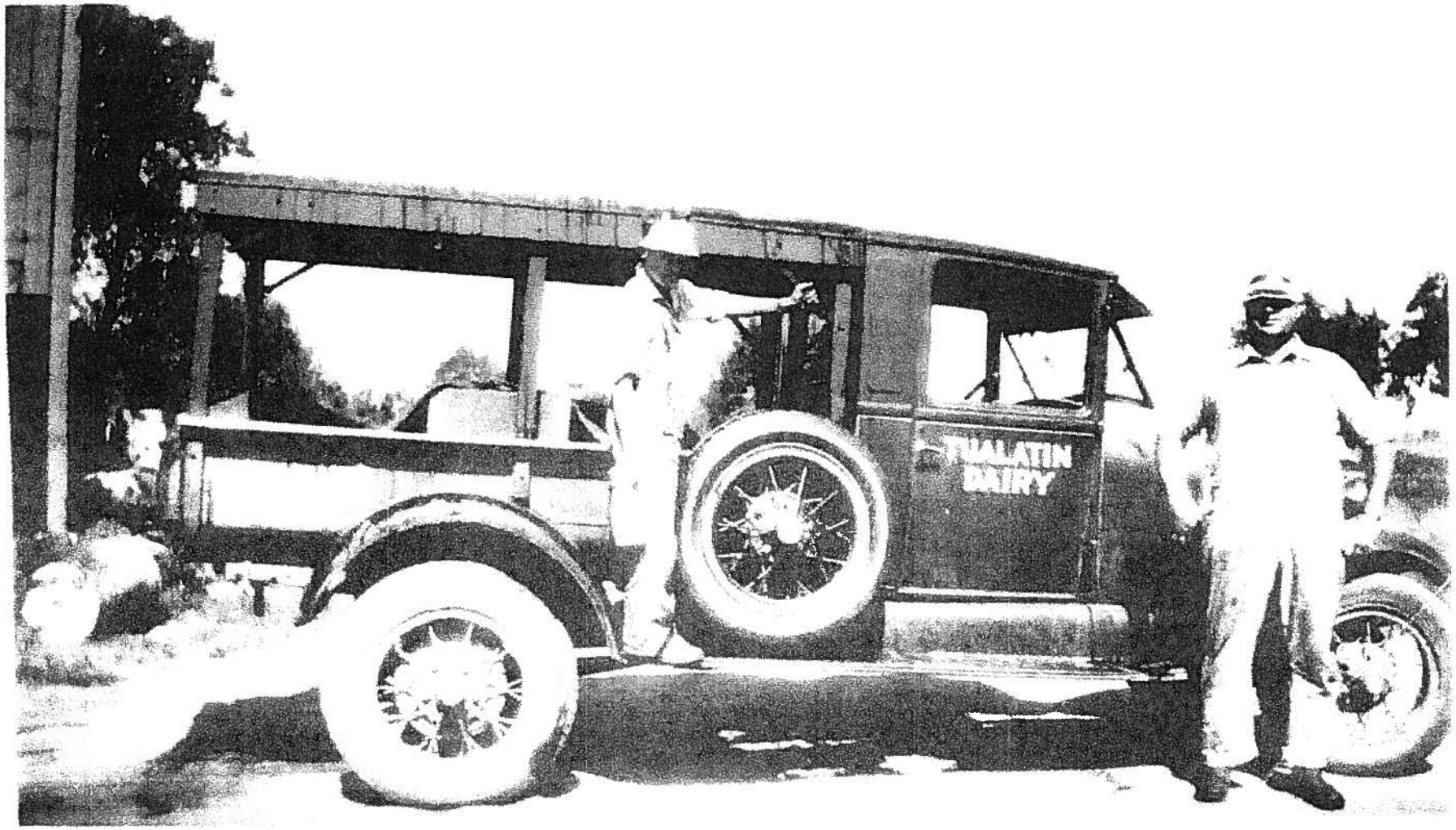
THE TUALATIN DAIRY BARN

THEN AND NOW

WAS THE FIRST DAIRY BARN
IN WASHINGTON COUNTY
TO HAVE A SELF CLEANING
CONCRETE FLOOR

Submitted for the record
under Item F-2 on 9/28/05

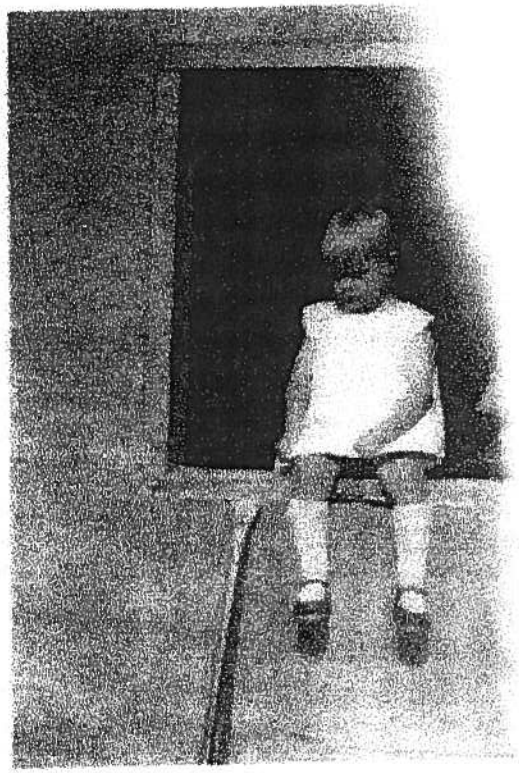
DONALD & EDWARD BLANK



PERCHED IN THE
DAIRY BARN WINDOW

BARBARA BLANK AGE 3

THE FUTURE MRS. FRED DAUFEL



Phone Tigard 415-15 TUALATIN, OREGON, 193

M

TUALATIN DAIRY

E. A. BLANK, Proprietor

P. O. BOX 126

This Bill Is Due When Rendered

Please Wash and Return Bottles Daily

Qt. Milk from ..... to ..... $.....

Pt. Milk from ..... to ..... $.....

½ Pt. Cream from ..... to ..... $.....

½ Pt. Whipping Cr. from ..... to ..... $.....

Extra ..... $.....

Balance . . . $.....

Received Payment.....

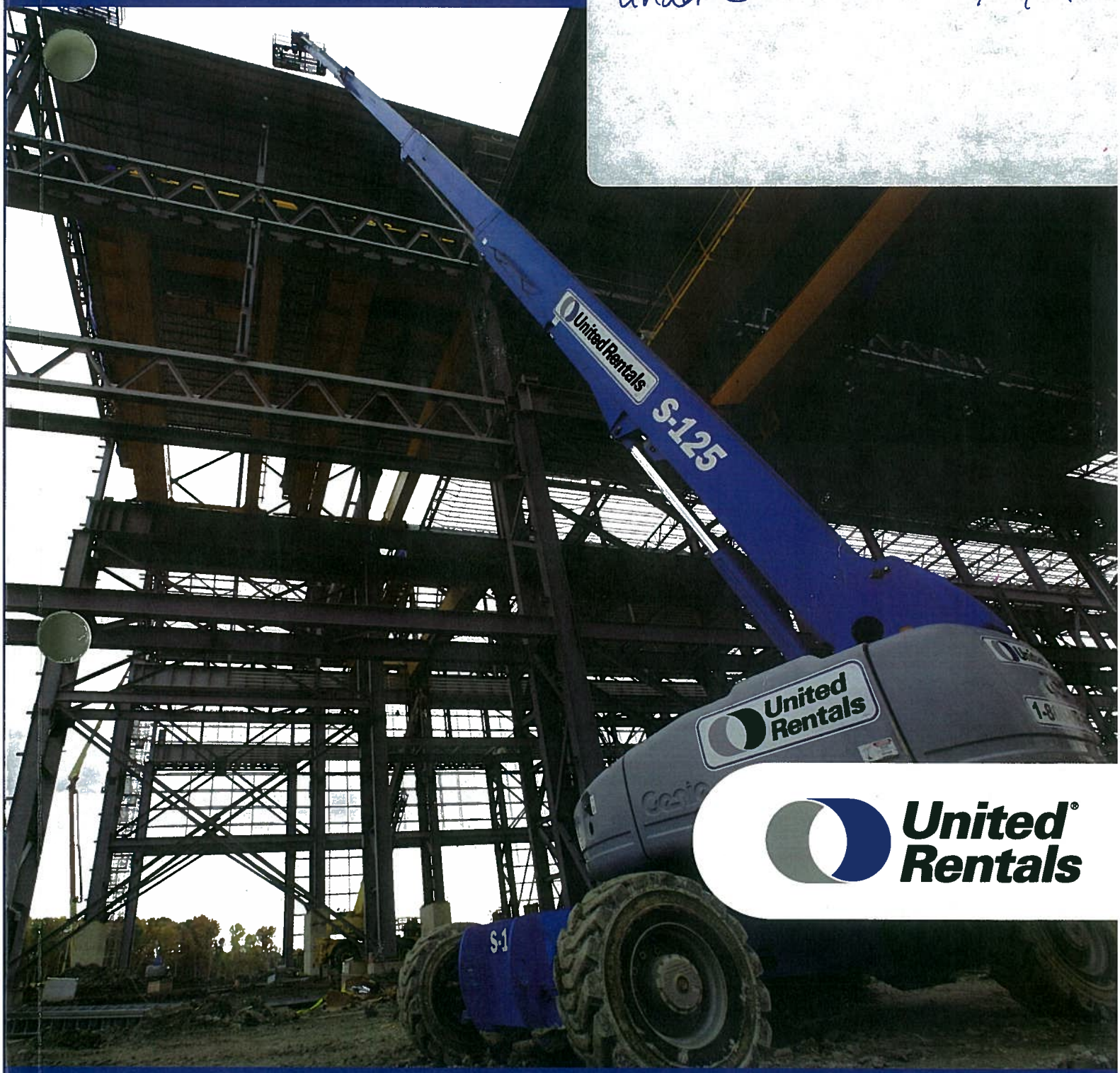
Total . . . . $.....

THE BLANKS AT HOME

EDWARD & GLADYS
WITH THEIR CHILDREN
DONALD & BARBARA

Rentals • Sales • Service • Supplies

Submitted for the record
under Item F-2 on 9/28/09



United® Rentals

Rental Equipment and Contractor Supplies
2008–2009 Catalog

800-UR-RENTS
(800-877-3687)
unitedrentals.com

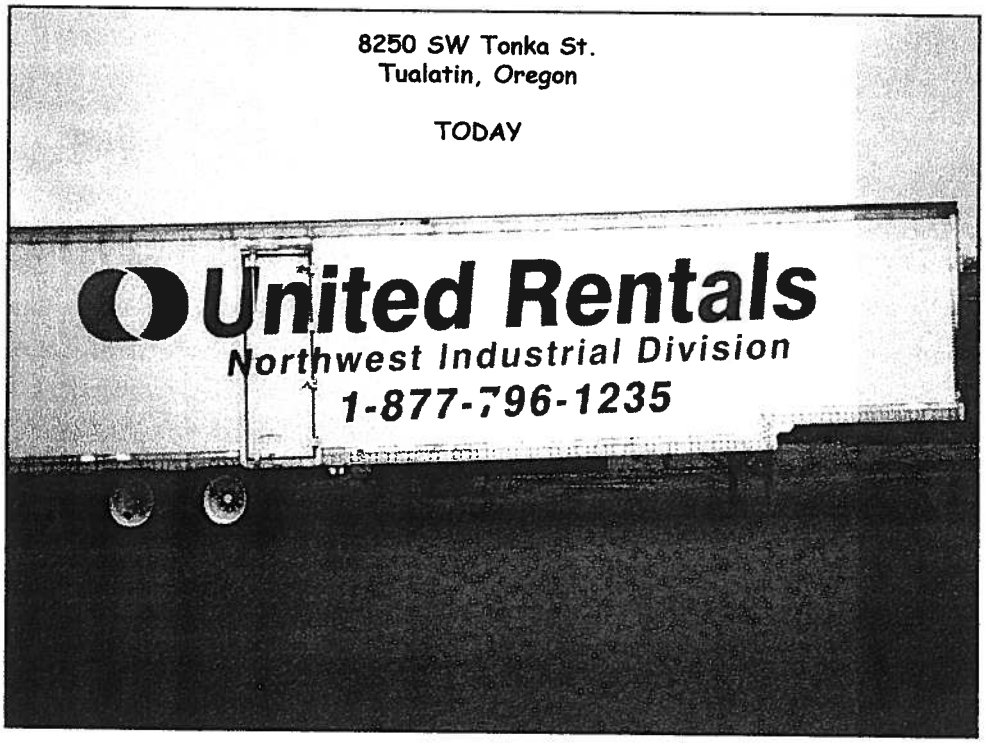
Submitted for the record under F-2 on 9/28/09

8250 SW Tonka St.
Tualatin, Oregon

Bill Campbell & Associates/G.J. Solutions LLC

8250 SW Tonka St.
Tualatin, Oregon

TODAY



8250 SW Tonka St.
Tualatin, Oregon

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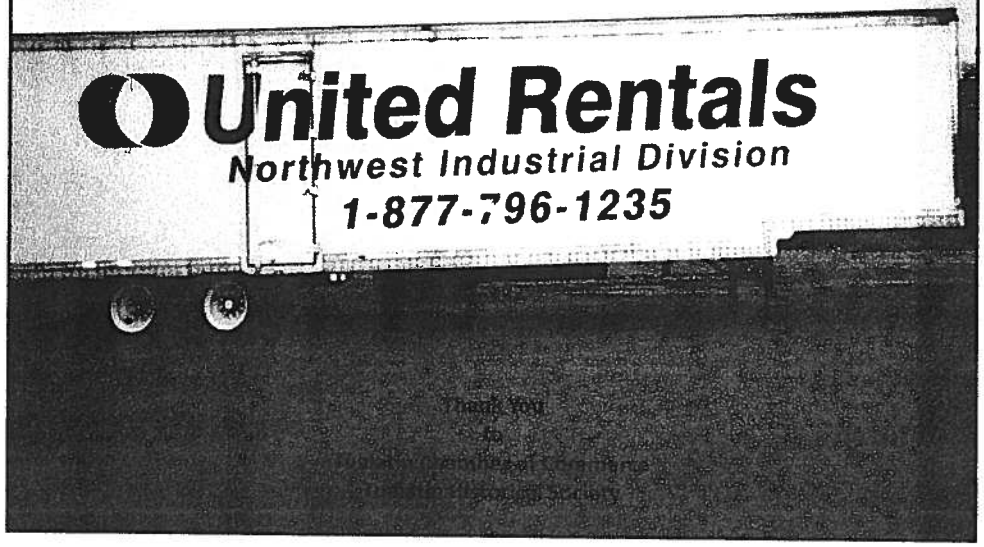
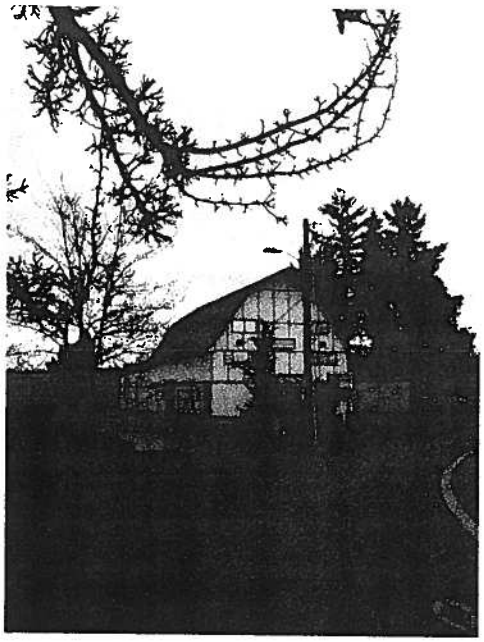


8250 SW Tonka St.
Tualatin, Oregon

Presentation Topics

- The Property
- The History
- The Area

  General
  Commercial District
  & Vicinity

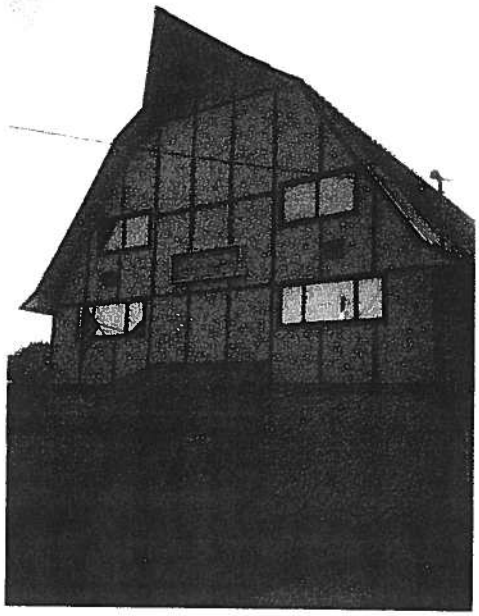


Bill Campbell & Associates/G.J. Solutions LLC

8250 SW Tonka Street
Tualatin, Oregon

THE PROPERTY

- Owned by Sposito Family Trust since 1973
- 1.21 acres
- 4,750 sq. ft. historically significant building on site.
- Zoned general commercial
- Currently, site is leased and used by United Rentals Inc.



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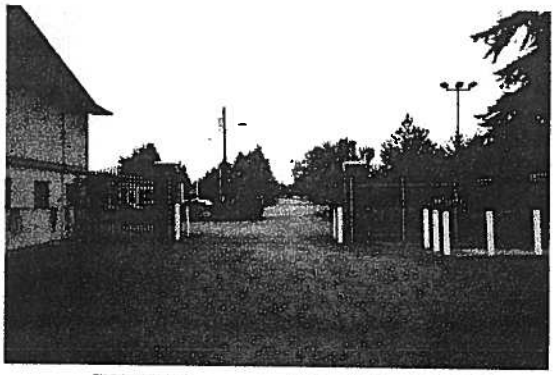
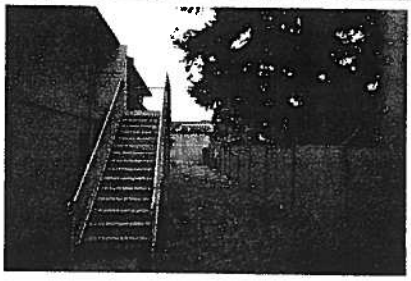
8250 SW Tonka Street
Tualatin, Oregon

- THE PROPERTY
- Owners invested $350,000 on site improvements.
- Fenced & Screened
- Zoned general commercial
- Currently, site is leased and used by United Rentals Inc.
- Continuously used for vehicle and equipment rental for 30 years.





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8250 SW Tonka St.
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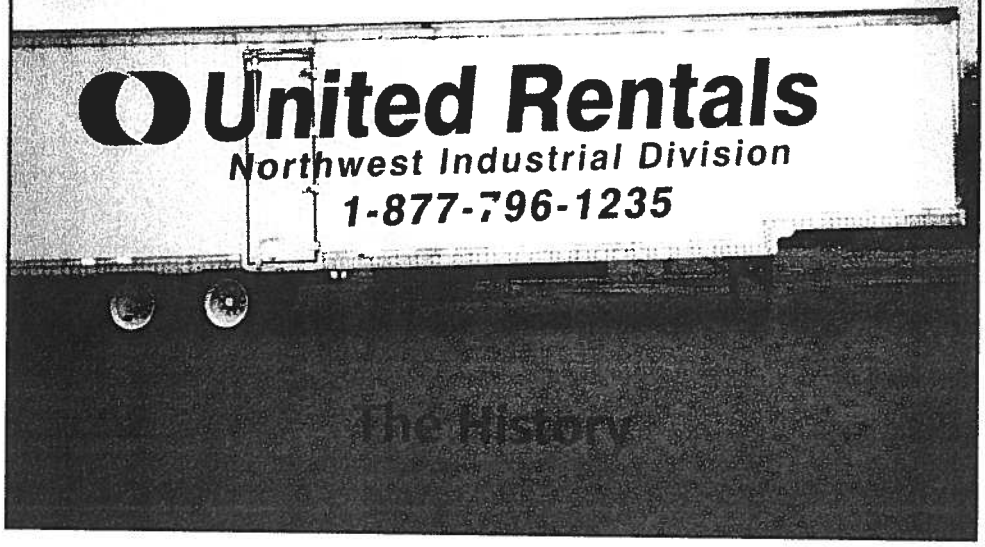

8250 SW Tonka St.
Tualatin, Oregon

The History: Research Results So Far

The building is intricately interwoven with the history of Tualatin

One of the last agricultural buildings left in the City of Tualatin.

Variety of Names:

The Hop Barn, The Blank Barn, The Practice Barn

Bill Campbell & Associates/G.J. Solutions LLC

8250 SW Tonka St.
Tualatin, Oregon

The History: Research Results So Far . . .

Historical Multi Use:

- Agriculture Uses - Feed storage, & dairy
- Athletic Facility – Practice Courthouse for the Tualatin Basketball Town Team – sponsored by Kamp Feed Store

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8250 SW Tonka St.
Tualatin, Oregon

The History

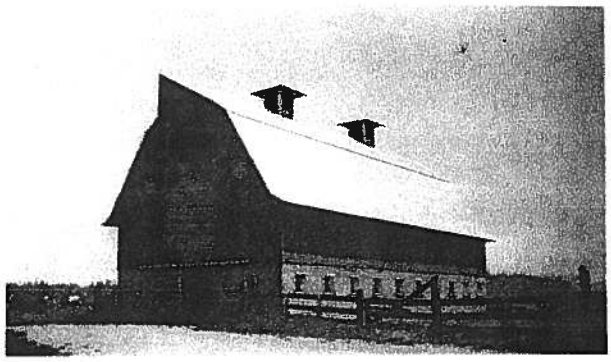
Our Research -- Results So Far

Ed Blank's Tualatin Dairy Barn

Built in 1919-1923

Tualatin Dairy operated there during 1920s and early 1930s

First dairy barn in Washington County to have a self cleaning concrete floor



Motto of Tualatin Dairy

"Our Cows Give Good Milk -We Give Good Service"

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8250 SW Tonka St. Tualatin, Oregon

The History: Research Results So Far

Ed Blank's Tualatin Dairy Barn

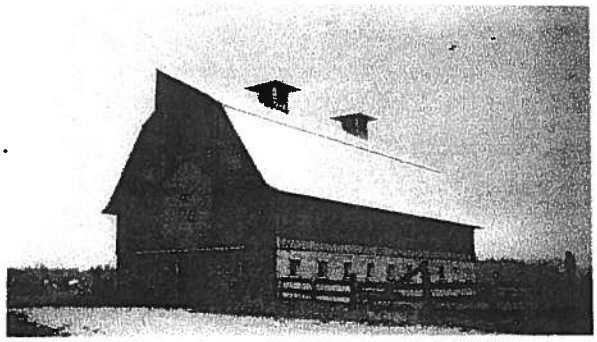
Ed Blank was the son of Augustus (Gus) and Alvina Signed the 1913 petition to incorporate the City of Tualatin

Ed was the husband of Gladys Elizabeth Byrom, father of parents of Barbara Blank Daufel.

Blank – Lafky Farm

Source: Tualatin Historical Society

8250 SW Tonka St. Tualatin, Oregon

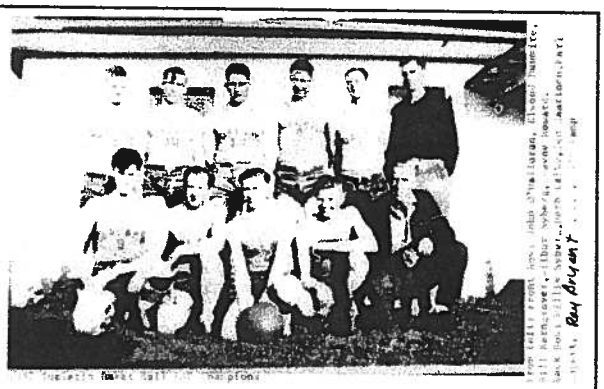


"We do know that during prohibition in the late 20s early 30's Tualatin Dairy delivered locally made moonshine along with the Blank's milk products. Barbara recalled as a young child riding in the Tualatin Dairy delivery truck sitting on the wooden box that contained the hooch. She says she knows she was protecting the illegal spirits from discovery simply by her youthful presence seated thereon. and she remembered that the bottles had a black cat on the label...."

...family member

8250 SW Tonka St.
Tualatin, Oregon

Property purchase
by
Slim & Laura Kamp
in 1937



"Slim and Laura Kamp and their sons moved here in 1934 ...and opened a feed store. In 1936 they purchased the old Smith company store from Lizzie who had rented it to Kilpatricks as a warehouse for their brick store. Slim ground and sacked the grain the local farmers brought in, and offered commercial feeds.

Slim and Laura's feed store sponsored the town team baseball, softball and basketball teams during the '30s and '40's with Slim as coach and Clayton Nyberg as referee."

Source: TUALATIN From the Beginning, page 140

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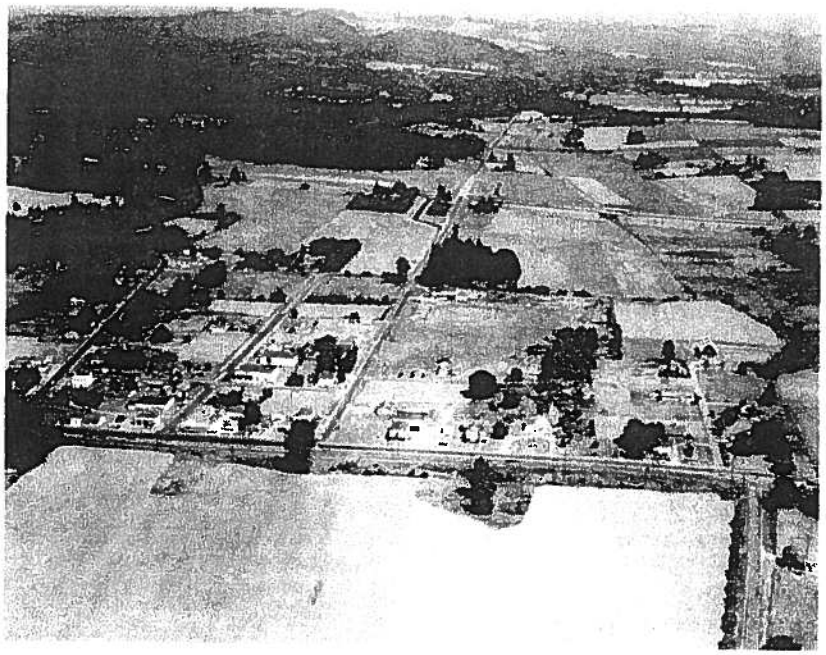

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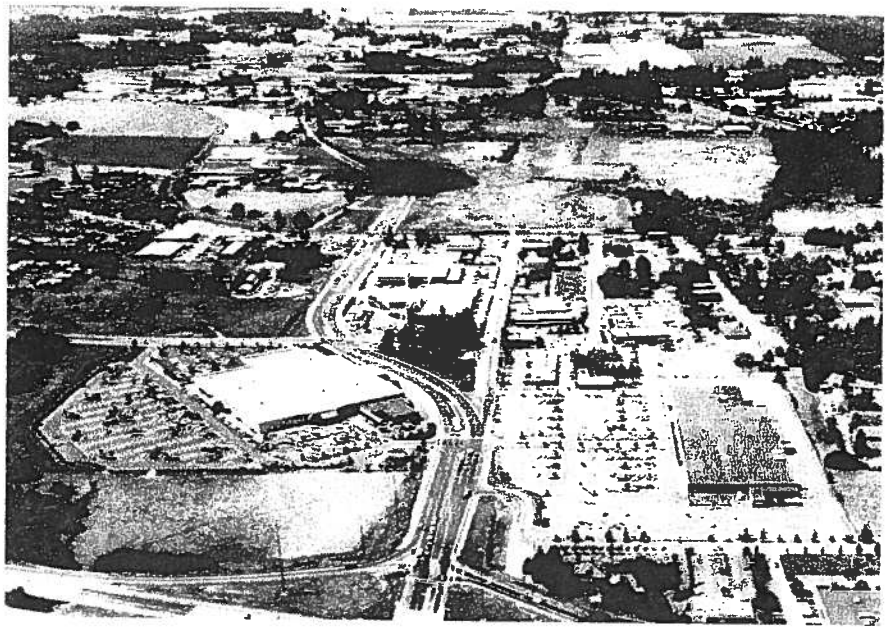

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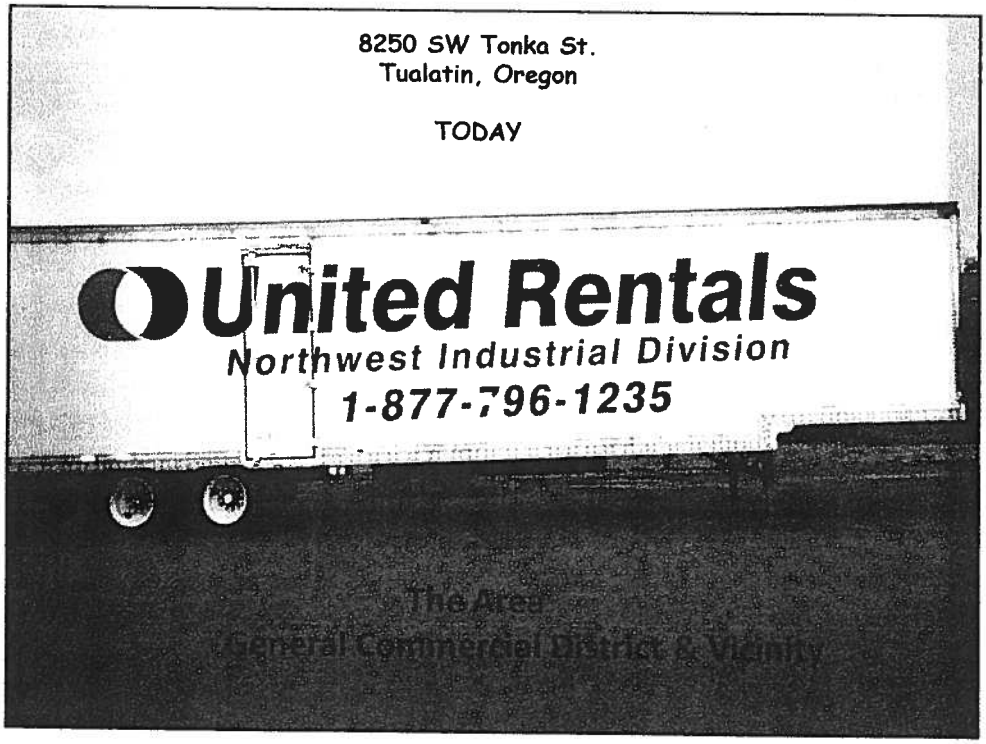
8250 SW Tonka St.
Tualatin, Oregon

TODAY



The Area
General Commercial District & Vicinity

8250 SW Tonka St.
Tualatin, Oregon

General Commercial District – City of Tualatin

- Purpose
- Full Range of Commercial Uses
- Automobile Orientation
- Automobile Friendly
- Economic Sustainability & Vitality

The purpose of this district is to provide areas of the City that are suitable for a full range of commercial uses, including those uses that are inappropriate for the neighborhood, office or central commercial areas. This district is particularly suitable for businesses needing direct automobile access to the freeway and the arterial streets leading to the freeway.

Tualatin Development Code Section 54.010

Bill Campbell & Associates/G.J. Solutions LLC

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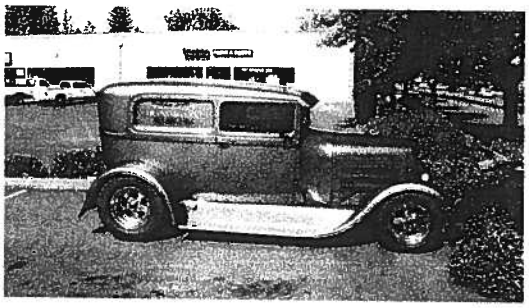

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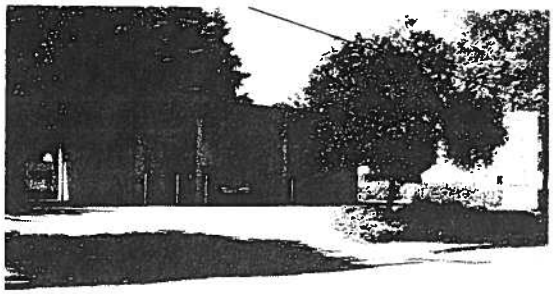

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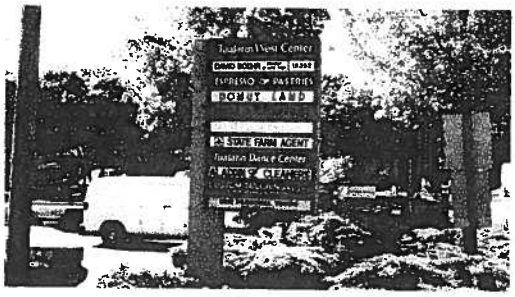

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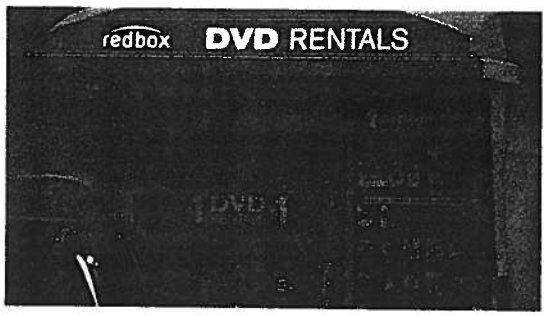
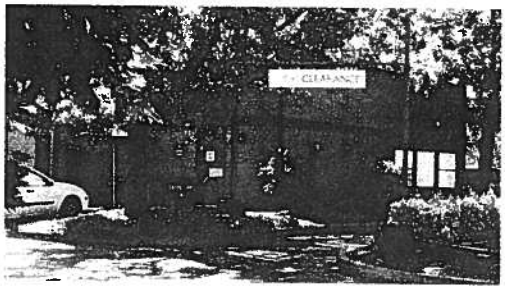


Bill Campbell & Associates/G.J. Solutions LLC

8250 SW Tonka St.
Tualatin, Oregon

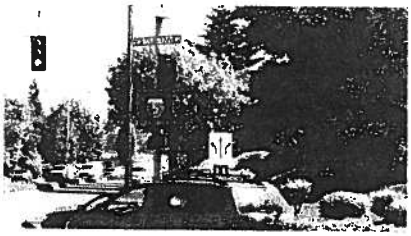
General Commercial District – City of Tualatin

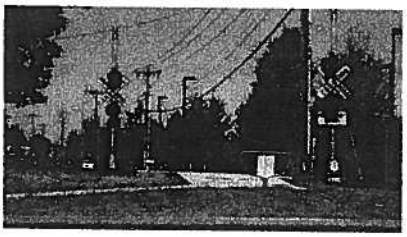
- Purpose
- Full Range of Commercial Uses
- Automobile Orientation
- Automobile Friendly
- Economic Sustainability & Vitality



Bill Campbell & Associates/G.J. Solutions LLC

Automobile Orientation & Connectivity





Bill Campbell & Associates/G.J. Solutions LLC

8250 SW Tonka St.
Tualatin, Oregon

TODAY

Changing Market Conditions

General Commercial District – Economic Sustainability & Vitality?
"Changing market conditions"

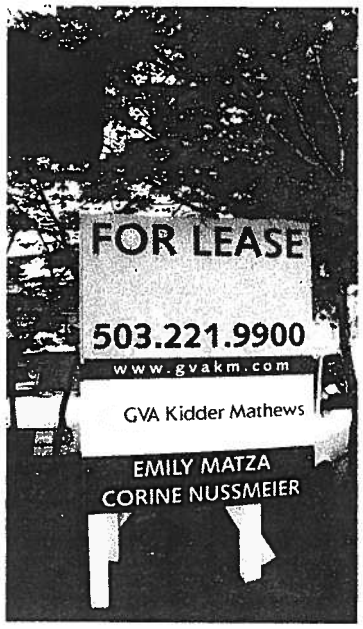
Bill Campbell & Associates/G.J. Solutions LLC

8250 SW Tonka St.
Tualatin, Oregon

General Commercial District – City of Tualatin

- Purpose
- Full Range of Commercial Uses
- Automobile Orientation
- Automobile Friendly
- Economic Sustainability & Vitality

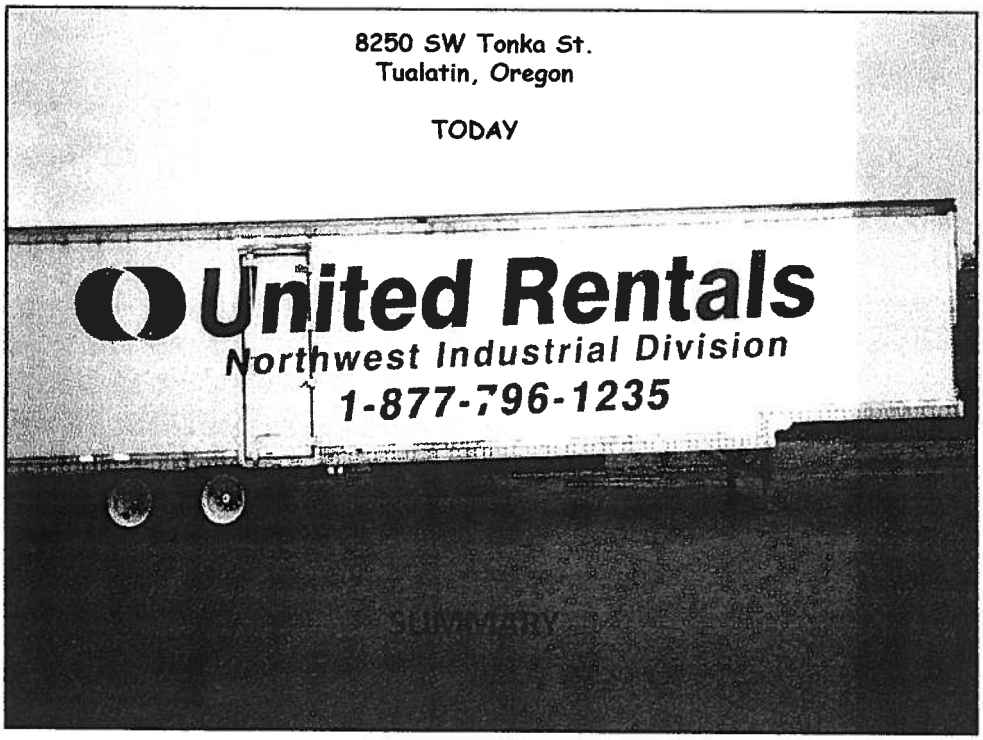
Changing market conditions



Bill Campbell & Associates/G.J. Solutions LLC

8250 SW Tonka St.
Tualatin, Oregon

TODAY

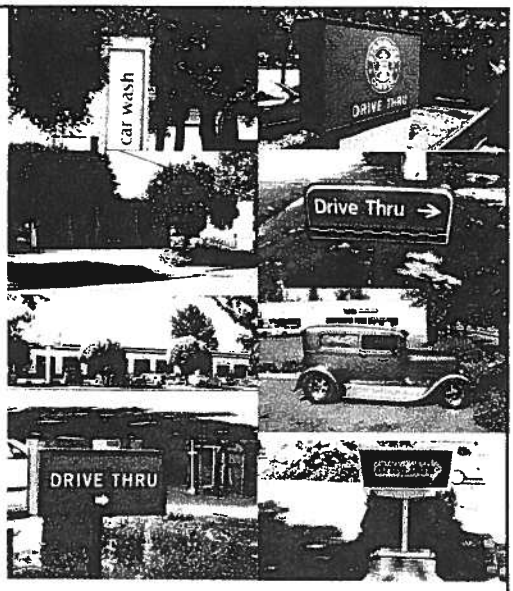


QUIZ

"Why would we want any kind of auto sales or leasing in downtown area?"

Staff notes dated 3/19/09

A. Expressly allowed under the code
B. Property owner has Nonconforming Use Rights
C. Benefits city residents & current businesses.
D. Economic Sustainability & Vitality
E. All of the above



Bill Campbell & Associates/G.J. Solutions LLC

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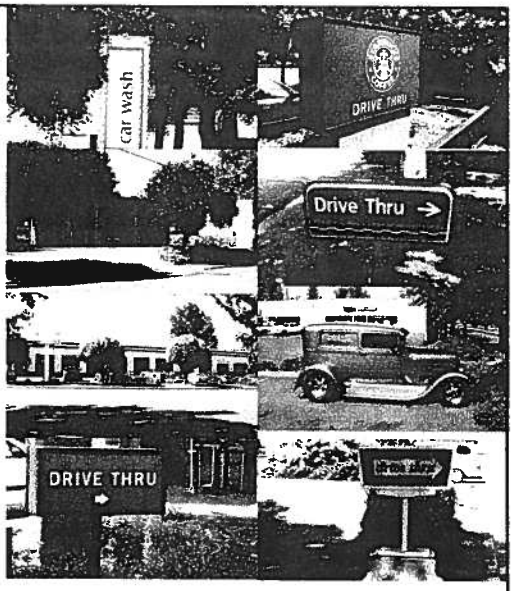


Correct Answer is – "E" - All of the above

Bill Campbell & Associates/G.J. Solutions LLC

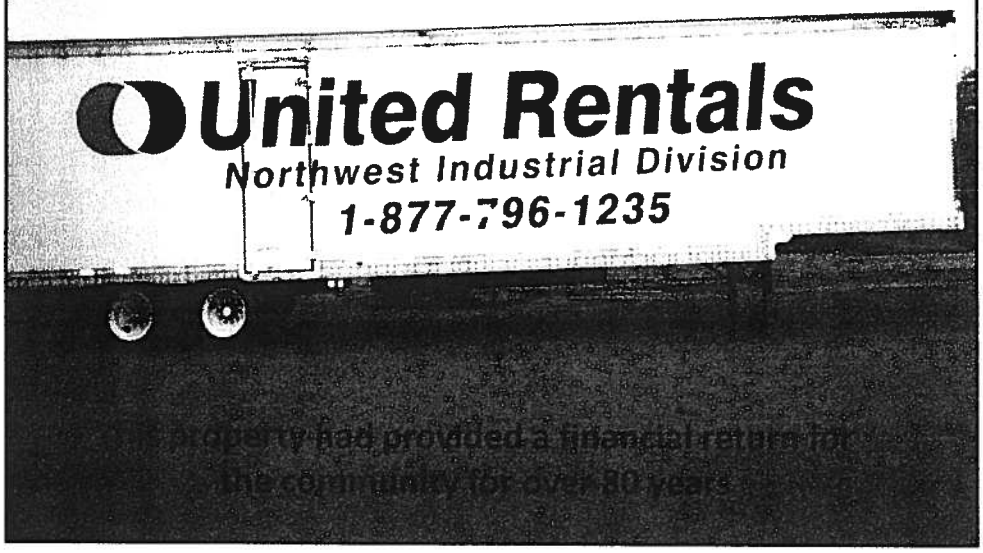
8250 SW Tonka St.
Tualatin, Oregon

TODAY

SUMMARY

8250 SW Tonka St.
Tualatin, Oregon

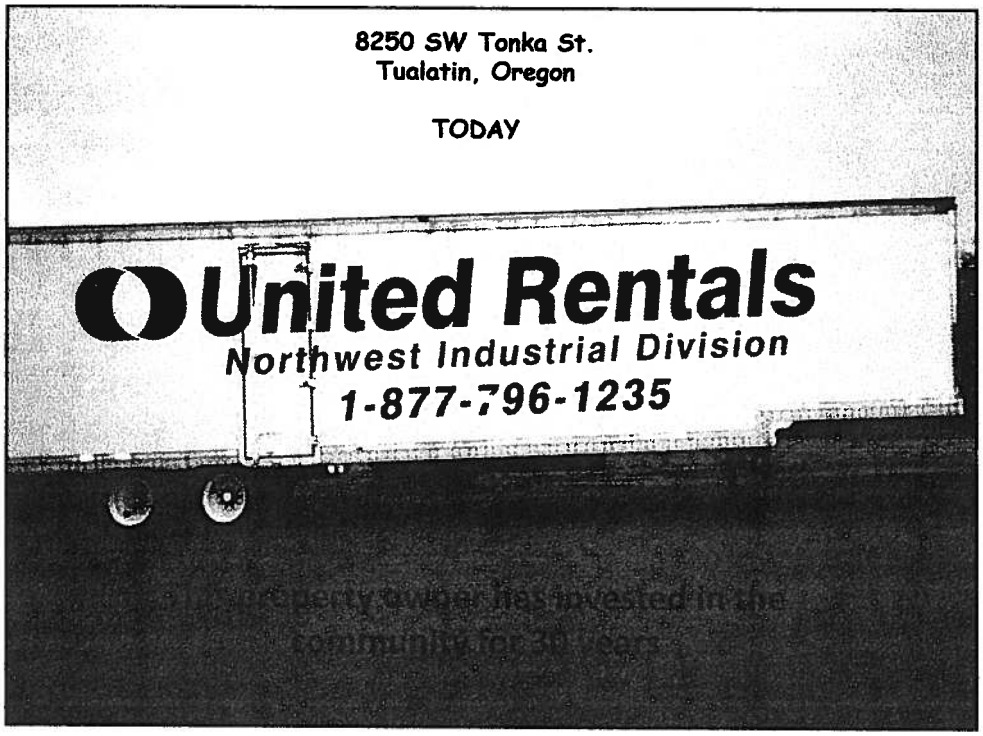
TODAY



property has provided a financial return for the community for over 80 years

8250 SW Tonka St.
Tualatin, Oregon

TODAY



Proclamation

Proclamation Declaring the City of Tualatin Recognize October 7, 2009 as International "Walk and Bike to School Day"

WHEREAS a lack of physical activity plays a leading role in rising rates of obesity, diabetes and other health problems among children and being able to walk or bicycle to school offers an opportunity to build activity into daily routine; and

WHEREAS driving students to school by private vehicle contributes to traffic congestion and air pollution; and

WHEREAS walking and biking to school provides opportunity for neighbors to interact creating a greater sense of community connection; and

WHEREAS an important role for parents and caregivers is to teach children about pedestrian safety and the health and environmental risks related to physical inactivity and air pollution; and

WHEREAS the City Council has identified enhancing the quality of life and ensuring that people feel safe and are actively involved in the community as priorities in the City's Strategic Management Plan; ar

WHEREAS the City of Tualatin has elected to participate in the Mayor's Challenge, a National League of Cities program, specifically noting its commitment to support Safe Routes to Schools Programs; and

WHEREAS the City of Tualatin espouses the message contained in the National League of Cities program called *A City Platform For Strengthening Families and Improving Outcomes for Children and Youth* which recognizes that healthy, productive adults start life as healthy kids; and

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

Section 1. October 7, 2009, is recognized as "International Walk and Bike to School Day" and all Tualatin families are encouraged to have their children walk or ride their bike to school on this day.

Section 2. All residents are encouraged to consider the social, health, safety, and environmental benefits walking and biking can have for our children and our community.

PROCLAIMED this 28th day of September, 2009.

CITY OF TUALATIN, OREGON

BY _____
Mayor

ATTEST:

BY _____
City Recorder

Proclamation

Proclamation Proclaiming the month of October 2009 as "National Arts & Humanities Month" in the City of Tualatin

WHEREAS the month of October has been recognized as National Arts and Humanities Month by thousands of arts and cultural organizations, communities, and states across the country, as well as by the White House and congress for more than two decades; and

WHEREAS the arts and humanities embody much of the accumulated wisdom, intellect and imagination of humankind; and

WHEREAS the arts and humanities enhance and enrich the lives of every American; and

WHEREAS the arts and humanities play a unique role in the lives of our families, our community, and our country; and

WHEREAS the nonprofit arts industry also strengthens our economy by generating $166.2 billion in total economic activity annually and by supporting the full-time equivalent of 5.7 million jobs.

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

Section 1. October 2009 be proclaimed "*National Arts and Humanities Month*" in the City of Tualatin.

Section 2. The citizens of Tualatin are called upon to celebrate and promote the arts and culture in our city, county and nation and to specifically encourage the greater participation by those said citizens in taking action for the arts and humanities.

INTRODUCED AND ADOPTED this 28th day of September, 2009.

CITY OF TUALATIN, OREGON

By _____
Mayor

ATTEST:

By _____
City Recorder

Approved By Tualatin City Council
Date 9-28-09
Recording Secretary

STAFF REPORT
CITY OF TUALATIN

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Nancy McDonald, HR Director
Debra Bullard, HR Program Coordinator

DATE: September 28, 2009

SUBJECT: NATIONAL LEAGUE OF CITIES PRESCRIPTION DISCOUNT CARD PROGRAM

ISSUE BEFORE THE COUNCIL: Should the City of Tualatin launch, on October 1, 2009, the NLC prescription discount card program.

RECOMMENDATION:
Staff recommends Council approve the official launch of the prescription discount card program effective October 1, 2009.

EXECUTIVE SUMMARY:
The National League of Cities (NLC), of which the City of Tualatin is a member, has created a prescription discount card program for use by member cities. The program allows the City of Tualatin to offer its residents, without health insurance or with limited prescription drug coverage, a prescription discount card, at no cost to the City or its residents. The discount cards offer an average savings of 20% off the retail price of most prescription drugs.

At the August 28, 2009 Council meeting, Council passed Resolution 4920-09, authorizing City participation in the program. Staff has since received the prescription discount cards, card display stands and advertising materials from the National League of Cities.

Press releases have been issued to advise Tualatin residents of the program, and an informational article will be included in the October edition of *Tualatin Today*, slated for delivery to Tualatin residents on October 1. The City website will also have information posted online for citizens to review.

Staff has contacted area pharmacies and requested that they keep cards on-site for citizens to request and use. At the time of this staff report, the following pharmacies have agreed to make the cards available:

- Haggen Pharmacy, Tualatin location
- Fred Meyer, Tualatin location
- Walgreens, SW Boones Ferry Rd. location
- Safeway Pharmacy, SW Lower Boones Ferry Rd. location
- Target Pharmacy, SW Heather Place, Wilsonville location
- Albertsons Pharmacy, Tualatin-Sherwood Rd, Sherwood, location

Cards and informational posters will be available at the following City locations:

Tualatin Public Library
Tualatin Heritage Center
Juanita Pohl Center
Tualatin Police Department, Customer Service Desk
Tualatin Community Services, Administration Offices
City of Tualatin Reception Desk
Tualatin Schoolhouse Food Pantry

Cards and informational materials will be distributed to the above locations prior to the October 1 launch date.

OUTCOMES OF DECISION:
Once the program begins, the City will receive monthly use reports from the National League of Cities so the City can see the direct impact of the program on helping its residents.

FINANCIAL IMPLICATIONS:
There are no direct financial implications to participation in the program. Minimal staff time will be used to implement the turn-key program.

Attachments:

A. PowerPoint presentation

National League of Cities
Discount Prescription Card Program

October 1, 2009

Official Program Launch

What is the program?

- Provides a discount card, through CVS Caremark, sponsored by the National League of Cities.
- Residents without insurance, or limited prescription coverage, may use the card to save an average of 20% off the retail price of prescription medications.
- No cost to the citizen.
- No cost to the City.

Who is eligible?

- Tualatin residents without insurance or a traditional pharmacy benefit plan, or have prescriptions not covered by insurance.

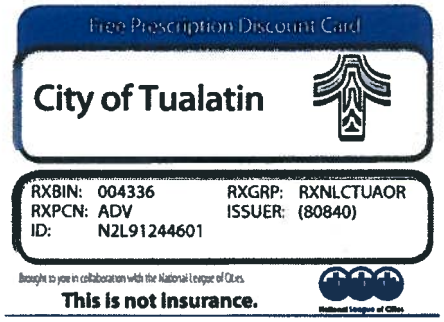
- No restrictions:
  - Not income-level dependent.
  - No age restrictions.
  - No limits on the number of times the card is used.

How does it work?

- Citizens pick up a free card at various City locations:
  - Main Reception
  - Tualatin Library
  - Juanita Pohl Center
  - Tualatin Heritage Center
  - Community Services Admin Offices
  - Tualatin Schoolhouse Food Pantry
  - Tigard-Tualatin Resource Center
- Citizens pick up a card at local pharmacies:
  - Haggen, Tualatin
  - Fred Meyer, Tualatin
  - Walgreens, SW Boones Ferry Rd.
  - Safeway, Lower Boones Ferry Rd, Tualatin
  - Target, SW Heather Place, Wilsonville
  - Albertson's, SW Tualatin-Sherwood Rd, Sherwood

How does it work?

- The citizen uses the card at any participating pharmacy (9 out of 10 pharmacies nationwide).
- The citizen saves an average of 20% off their prescription!
- The City receives a monthly report on use.



What is next?

- Cards will be distributed to city and pharmacy locations.
- Citizens will be educated via press releases and newsletter article.
- Program begins October 1, 2009.

Approved By Tualatin City Council
Date 9-28-09
Recording Secretary MSmith

STAFF REPORT
CITY OF TUALATIN

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Maureen Smith, Executive Assistant MS

DATE: September 28, 2009

SUBJECT: COMMUNITY INVOLVEMENT COMMITTEE APPOINTMENTS

ISSUE BEFORE THE COUNCIL:
The City Council approve appointments to various Advisory Committees and Boards.

RECOMMENDATION:
Staff recommends the City Council approve the Community Involvement Committee recommendations and appoint the below listed individuals.

EXECUTIVE SUMMARY:
On September 14, 2009, the Community Involvement Committee met and interviewed citizens interested in participating on City Committees and Boards. The Committee recommends appointing the following individuals:

Individual	***Committee/Board***	***Term***
Ryan Stathos	Arts Advisory Committee	Full term ending 08/31/12
Shaun Christiansen	Budget Advisory Committee	Partial term ending 12/31/10
Alan Aplin	Planning Advisory Committee	Full term expiring 08/31/12

FINANCIAL IMPLICATIONS:
Not applicable.

Approved By Tualatin City Council
Date 9-28-09
Recording Secretary

STAFF REPORT
CITY OF TUALATIN

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Doug Rux, Community Development Director
Cindy Hahn, Assistant Planner

DATE: September 28, 2009

SUBJECT: A RESOLUTION AUTHORIZING EXECUTION OF AN UPDATED URBAN PLANNING AREA AGREEMENT WITH WASHINGTON COUNTY

ISSUE BEFORE THE CITY COUNCIL:
A request for a resolution authorizing execution of an updated Washington County - Tualatin Urban Planning Area Agreement (UPAA) to include the Southwest Tualatin Concept Plan (SWCP) area in the City's Urban Planning Area (UPA) boundary.

RECOMMENDATION:
Staff recommends the City Council consider the staff report and supporting attachments and adopt the attached resolution.

EXECUTIVE SUMMARY:

- This matter is a technical update to clarify jurisdictional authority.
- An Urban Planning Area Agreement (UPAA) between Washington County and Tualatin has been in place since 1985 (Washington County Ordinance 292) for the purpose of establishing an Urban Planning Area (UPA) boundary. This boundary delineates which jurisdiction has the current or future responsibility and jurisdictional authority to provide comprehensive planning and governmental services to areas within the UPA. If land is not within the City limits, land within the UPA is eligible to be annexed, should the City receive a request to do so.

- The area commonly referred to as the Southwest Tualatin Concept Plan (SWCP) area, which includes approximately 431 acres and is located immediately adjacent to the City's southwest corporate boundary, was added to the Metro Urban Growth Boundary (UGB) incrementally from 2002 to June 2004. However, the SWCP area has not been added to the City's UPA, which was last amended in October 2006 (Washington County Ordinance 675) to include property owned by Horizon Community Church. (Attachment A shows the existing UPA boundary and the SWCP area.)
- The SWCP area is bounded on the west by the proposed future extension of SW 124th Avenue south of SW Tualatin-Sherwood Road. Metro conditioned the land in the SWCP area for industrial development as part of a strategy to balance the supply of land within the Portland Metropolitan region for job creation.
- The SWCP was developed between October 2004 and August 2005. Subsequently, City Council directed staff to place work activities on hold until the community visioning program, Tualatin Tomorrow, was completed.
- The Tualatin Tomorrow Vision and Strategic Action Plan was accepted by the City Council on June 25, 2007. The SWCP process has now recommenced and is taking into consideration Tualatin Tomorrow and the I-5/99W connector project to create a final SWCP along with land use regulations.
- Concurrently, the City of Sherwood has begun concept planning for the Tonquin Employment Area (TEA; Study Area 48), which includes approximately 284 acres of property adjacent to that City's eastern boundary and south of SW Tualatin-Sherwood Road, west of the City of Tualatin's SWCP area. (Attachment B shows the TEA in relation to the SWCP area.)
- In 2007, the City of Sherwood signed a Memorandum of Understanding (MOU) with the City of Tualatin that identified SW 124th Avenue as the boundary between Tualatin's SWCP area and the TEA, with the entirety of SW 124th Avenue located in the City of Tualatin and Tualatin controlling access onto the future SW 124th Avenue from the TEA, keeping driveway and street accesses to a minimum. Access control was agreed to in the MOU to assure better flow of traffic from Pacific Highway 99W to SW Tonquin Road or the I-5/99W Connector consistent with existing street improvement and spacing standards or adopted as part of the concept planning process. (Attachment C is a copy of the MOU between Sherwood and Tualatin.)
- The City of Sherwood has requested that amendment of their City's UPAA to include the TEA be included in Washington County's 2009 Land Use Ordinance Work Program. Because the City of Tualatin is now proceeding with refinement and adoption of the SWCP and the two areas share a common boundary – SW 124th Avenue – it is in the best interest of both jurisdictions that amendment of Tualatin's UPAA to include the SWCP area also be included in Washington County's 2009 Land Use Ordinance Work Program.
- Washington County Department of Land Use & Transportation has prepared proposed Ordinance 724 to amend the Washington County – Tualatin UPAA to include the SWCP area. The UPAA amendment will be reflected in changes to

the accompanying UPA map, attached to the UPAA and therein referenced as Exhibit 1. A note has been added to the new UPA map to clarify that the future western right-of-way line of an extension of SW 124th Avenue south of SW Tualatin-Sherwood Road will serve as the Boundary between Sherwood's TEA and Tualatin's SWCP area. (Attachment D is a copy of proposed Ordinance 724.)

- Proposed Ordinance 724 was reviewed by the Washington County Planning Commission at a public hearing on September 16, 2009, and subsequently goes before the Washington County Board of County Commissioners on October 20, 2009.
- If minor language adjustments are made through the Washington County review process those revisions will not be brought back to the Council. The UPAA will be brought back to the Council for review if the County modifies the Exhibit 1 map identifying the area covered by the updated UPAA.
- Attachment E is the Resolution authorizing execution of an updated Washington County - Tualatin UPAA to include the SWCP area in the UPA boundary.
- Policies and regulations that apply to the action include ORS 190.010, which provides that units of local government may enter into agreements for the performance of any or all functions and activities that a party to the agreement, its officers or agents, have authority to perform; Statewide Planning Goal #2 (Land Use Planning), which requires that City, County, State and Federal agency and special district plans and actions shall be consistent with the comprehensive plans of the cities and counties and regional plans adopted under ORS Chapter 197; and the Oregon State Land Conservation and Development Commission (LCDC), which requires each jurisdiction requesting acknowledgment of compliance to submit an agreement setting forth the means by which comprehensive planning coordination within the Regional Urban Growth Boundary (UGB) will be implemented.

OUTCOMES OF DECISION:

Approval of the Resolution request will result in the following:

1. Allows execution of an updated Washington County - Tualatin UPAA to include the SWCP area in the UPA boundary.

Denial of the Resolution request will result in the following:

1. The Washington County - Tualatin UPAA will not be updated to include the SWCP area in the UPA boundary.

ALTERNATIVES TO RECOMMENDATION:

The alternatives to the staff recommendation for the Council are:

- Approve the proposed Resolution with modifications the Council deems necessary.

- Deny the request for the proposed Resolution with findings that state the reason(s) for the denial.
- Continue the discussion of the proposed Resolution and return to the matter at a later date.

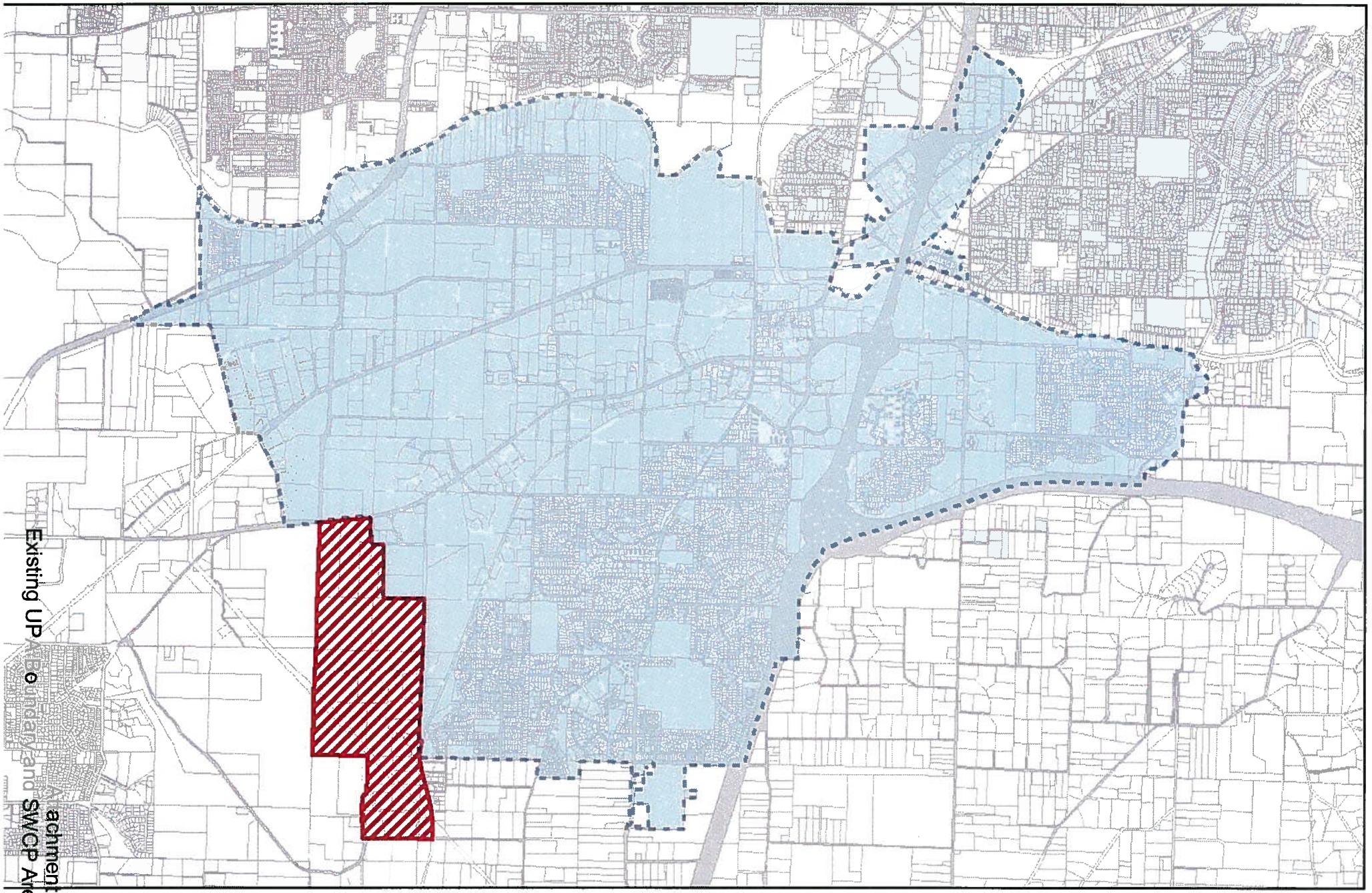
FINANCIAL IMPLICATIONS:
Revenue for preparation and processing of Resolutions has been budgeted for Fiscal Year 09/10.

PUBLIC INVOLVEMENT:
Not applicable.

Attachments:
A. Existing UPA Boundary and SWCP Area
B. Tonquin Employment Area
C. Memorandum of Understanding
D. Proposed Ordinance 724
E. Resolution

Tualatin's Planning Area Boundary

TUALGIS



Attachment A
Existing UPA Boundary and SWCP Area

Planning Area Boundary

Southwest Concept Plan

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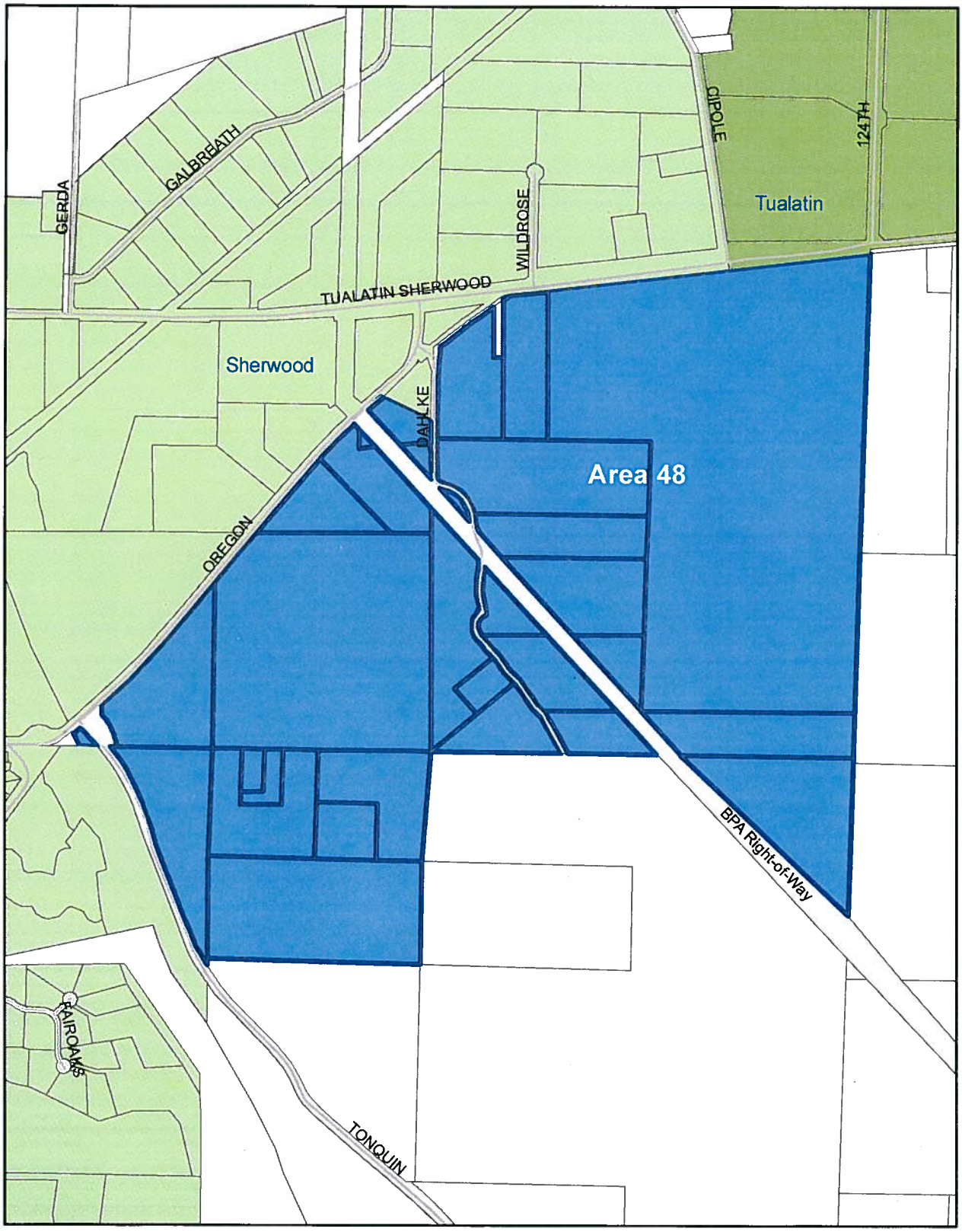
This map is derived from various digital database sources. While an attempt has been made to provide an accurate map, the City of Tualatin, OR assumes no responsibility or liability for any errors or ommissions in the information. This map is provided "as is". -Engineering and Building Dept.
Plotted 04/14/2009

Map of Study Area 48



Attachment B
Tonquin Employment Area

1612-10-80

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITIES OF TUALATIN AND SHERWOOD
FOR URBAN GROWTH BOUNDARY QUARRY EXPANSION AREA
LOCATED BETWEEN THE TWO CITIES

Whereas, in 2004 the Metro Council added an area located between the Cities of Tualatin and Sherwood (the Cities), referred to as the Quarry Area (see attached map), to the Urban Growth Boundary for industrial uses; and

Whereas, the Cities share a boundary along Cipole Road to the north, but are separated by an area of unincorporated Washington County south of SW Tualatin-Sherwood Road and east of SW Oregon Street (the "Quarry Area"), and wish to enter into this agreement, in part, to establish the boundary between the Cities; and

Whereas, Title 11 of Metro's Urban Growth Management Functional Plan requires that local governments complete a "concept plan" prior to urbanization; and

Whereas, the Cities wish to work together to do the Title 11 concept planning for this area to assure carefully planned development in the Quarry Area that will be of benefit to the Cities and their residents and to minimize negative traffic impacts on SW Tualatin-Sherwood Road; and

Whereas, once the concept planning for the area is complete, the Cities intend to enter into an Intergovernmental Agreement under the authority of ORS 190.110(1) and ORS 195.020 to 195.085 that will reflect and contain provisions representing the intent and understandings set forth in this Memorandum.

Now, therefore, the Cities set forth their understanding as follows:

1. The boundary between Tualatin and Sherwood shall be the future SW 124th Avenue extension south of SW Tualatin-Sherwood Road, with the entirety of SW 124th Avenue located in the City of Tualatin.

2. Tualatin shall generally control access onto the future SW 124th Avenue, keeping driveway and street accesses to a minimum, to assure better flow of traffic from Pacific Highway 99W to SW Tonquin Road or the I-5/99W Connector consistent with existing street improvement and spacing standards or adopted as part of the concept planning process.

3. The concept planning for the Quarry Area shall include transportation concepts that provide access restrictions onto SW Tualatin-Sherwood Road and the future extension of SW 124th Avenue south of SW Tualatin-Sherwood Road

while ensuring all properties can develop in accordance with the law and the zoning adopted with the concept plan implementation.

4. In exchange for being allowed to control access onto SW 124th, Tualatin agrees to allow the area south of SW Tualatin-Sherwood Road between the future SW 124th extension and SW Oregon Street to be added to the City of Sherwood so that Sherwood may acquire needed industrial land to improve its long-term economic sustainability.

5. The Cities agree the newly added area will generally be considered for industrial type zoning consistent with the UGB expansion ordinance (Ord 02-969B); the specific details and allocation of which will be determined through the concept planning process. The Cities further agree that the scope of the concept plan shall consider the traffic impacts, whether restrictions are needed to limit access or uses (for example warehouse/distribution and commercial) further based on the outcomes of the concept planning process and funding mechanisms for SW 124th as well as other infrastructure needs identified through the process so that traffic impacts on the area will be minimized.

6. The Cities agree to participate in funding improvements to SW 124th Avenue, the details of which will be specified in an Intergovernmental Agreement upon completion of the concept plan.

7. The Cities acknowledge that they have already submitted a joint grant application to Metro for grant funds to concept plan the area. Once the concept planning is complete, the Cities agree to enter into an Intergovernmental Agreement to memorialize these understandings and the outcomes of the concept planning.

ENTERED into this 7th day of November 2007.

CITY OF SHERWOOD, Oregon

By Ross E. Schultz

ATTEST:

By Sylvia Murphy

CITY OF TUALATIN, Oregon

By _____
Mayor

ATTEST:

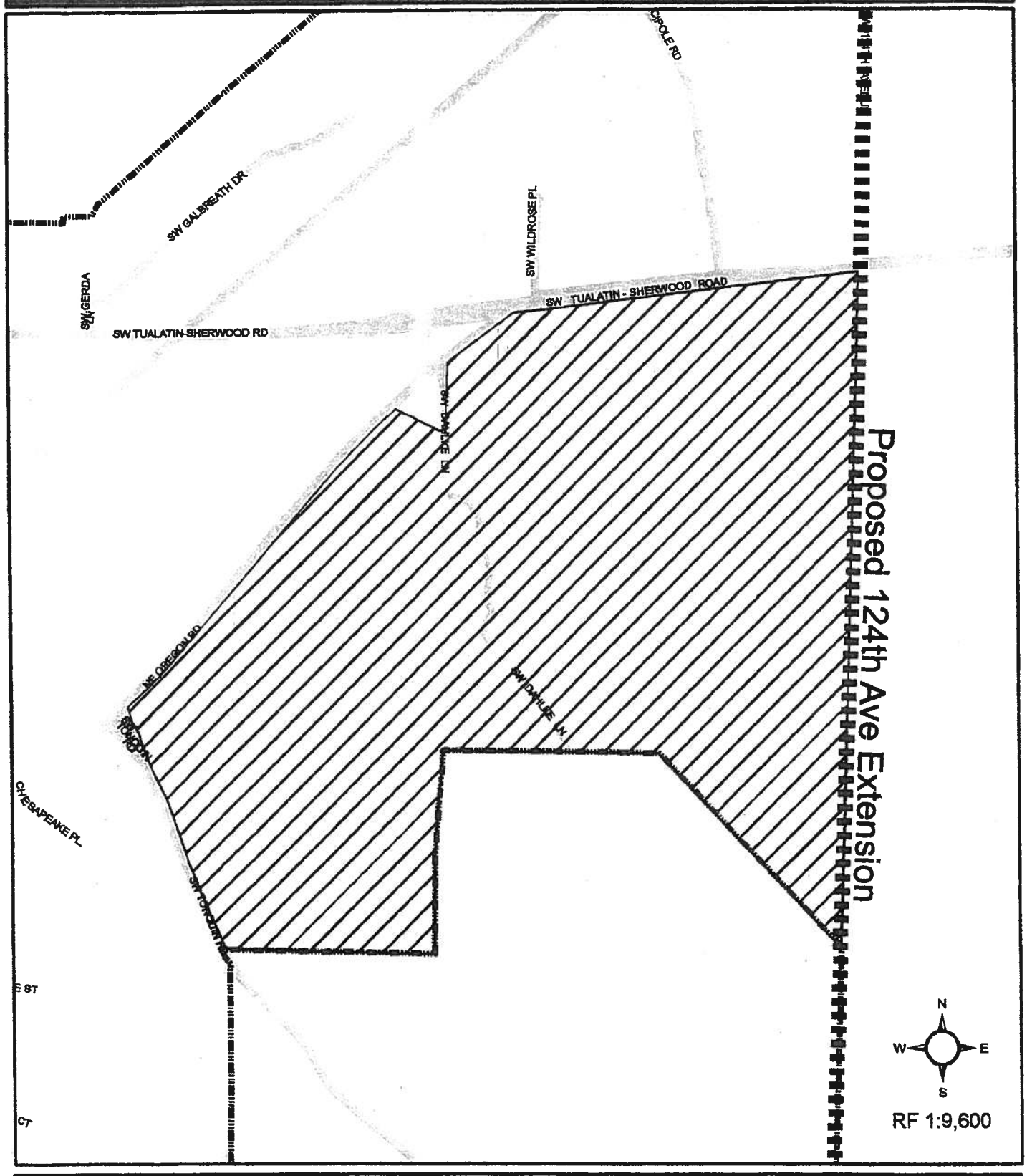
By _____
City Recorder

APPROVED AS TO LEGAL FORM

Brenda L. Braden
CITY ATTORNEY

Quarry Area

TUALGIS



Urban Growth Boundary

Proposed 124th Ave Extension

Quarry Area

Tualatin

Sherwood

This map is derived from various digital database sources. While an attempt has been made to provide an accurate map, the City of Tualatin, OR assumes no responsibility or liability for any errors or ommissions in the information. This map is provided "as is". -Engineering and Building Dept.
Plotted 8/21/2007

WASHINGTON COUNTY
OREGON

August 7, 2009

CITY OF TUALATIN
RECEIVED
AUG 18 2009
COMMUNITY DEVELOPMENT
PLANNING DIVISION

To: Citizen Participation Organizations and Interested Parties

From: Brent Curtis, Planning Manager
Department of Land Use & Transportation

Subject: **PROPOSED ORDINANCE NO. 724**

Enclosed for your information is a copy of proposed Ordinance No. 724. Listed below is a description of the ordinance, hearing dates, and other relevant information. If you have any questions about the ordinance, or if you would like additional information, please contact the Long Range Planning Division.

Ordinance Purpose and Summary

Ordinance No. 724 proposes to amend the Washington County - Tualatin Urban Planning Area Agreement (UPAA) that was last updated by Ordinance 675 in 2006. The urban planning area boundary amendment is proposed to include approximately 431 acres of land as shown on the ordinance map. That area was added by Metro to the Regional Urban Growth Boundary incrementally from prior to 2002 to June 2004. The City of Tualatin is currently in the process of planning this area as the 'Southwest Tualatin Concept Plan Area'.

Who Is Affected

Owners of land in the area proposed to be added to the Tualatin urban planning area boundary.

What Land is Affected

Properties proposed to be added to the Tualatin urban planning area boundary.

Key Provisions

- Exhibit A of the existing UPAA, which shows the current planning area boundary, is deleted and replaced by a new Exhibit A. The new map reflects the addition of the City's 'Southwest Tualatin Concept Plan Area'.
- A note has been added to the new Exhibit A map to clarify that the future western right-of-way line of an extension of SW 124th Avenue south of Tualatin-Sherwood Road will serve as the boundary between Sherwood's 'Tonquin Employment Area' and Tualatin's 'Southwest Tualatin Concept Plan Area'.
- Minor text changes have also been made throughout the document to provide consistency and clarity.

Initial Public Hearings
Time and Place

Planning Commission	Board of County Commissioners
7:30 pm	10:00 am
September 16, 2009	October 20, 2009

Hearings will be held in the Shirley Huffman Auditorium in the Public Services Building, 155 North 1st Avenue, Hillsboro, Oregon.

Department of Land Use & Transportation • Long Range Planning Division
155 N. First Avenue, Suite 350-14, Hillsboro, OR 97124-3072
phone: (503) 846-3519 • fax: (503) 846-4412

Attachment D
Proposed Ordinance No. 724

On October 20, the Board of County Commissioners (Board) may choose to adopt the ordinance, make changes to it, continue the hearing to a future date, or reject the ordinance. If it is adopted, it would become effective on November 27, 2009.

Urban Comprehensive Plan Policies Amended

- Washington County – Tualatin Urban Planning Area Agreement

How to Submit Comments

Submit oral or written testimony to the Board and/or the Planning Commission at one of the public hearings. Written testimony may be mailed or faxed to the Board or Planning Commission in advance of the public hearings in care of the Long Range Planning Division. **We are unable to accept e-mail as public testimony.**

Washington County, Long Range Planning Division
155 N. 1st Ave., Suite 350-14, Hillsboro, OR 97124-3072
Fax: 503-846-4412

Failure to submit oral or written testimony before the Board or Planning Commission may preclude appeal of a decision by the Board to adopt an ordinance as filed or amended.

Staff Contact

Linda Schroeder, Assistant Planner
155 North 1st Ave., Suite 350-14, Hillsboro, OR 97124-3072
Telephone: 503-846-3962 Fax: 503-846-4412
e-mail: Linda_Schroeder@co.washington.or.us

Proposed Ordinance is available at the following locations:

- Washington County Department of Land Use & Transportation
  Long Range Planning Division, 155 North 1st Ave.
  Hillsboro, OR 97124-3072 Telephone: 503-846-3519
- www.co.washington.or.us/LUT/Divisions/LongRangePlanning/land-use-ordinances.cfm
- Cedar Mill Community Library and Tigard Public Library
- Citizen Participation Organizations (CPOs); Call 503-725-2124 for a directory of CPOs.

S:\PLNG\WPSHARE\2009ord\Ord724_Tualatin_UPAA\Notices_Affidavits\Ord724_CPONotice.doc

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING EXECUTION OF AN UPDATED URBAN PLANNING AREA AGREEMENT WITH WASHINGTON COUNTY

WHEREAS Washington County Proposed Ordinance No. 724 proposes to amend the Washington County – Tualatin Urban Planning Area Agreement; and

WHEREAS approximately 431 acres of land are proposed to be added to the City's Urban Planning Area as shown on Exhibit 1 of Washington County Proposed Ordinance No. 724; and

WHEREAS the City is currently in the process of planning this area as the "Southwest Tualatin Concept Plan Area" or SWCP; and

WHEREAS it is in the best interests of the City to authorize the execution of an updated Urban Planning Area Agreement with Washington County.

THE CITY OF TUALATIN, OREGON ORDAINS AS FOLLOWS:

Section 1. The City Council authorizes the Mayor to sign the updated Urban Planning Area Agreement as contained in Washington County Proposed Ordinance No. 724.

INTRODUCED AND ADOPTED this 28TH day of September 2009.

CITY OF TUALATIN, Oregon

By_____
Mayor

ATTEST:

By_____
City Recorder

APPROVED AS TO LEGAL FORM

Brenda L. Braden
CITY ATTORNEY

FILED

JUL 2 8 2009

Washington County
County Clerk

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR WASHINGTON COUNTY, OREGON

ORDINANCE 724

An Ordinance Amending the Washington County – Tualatin Urban Planning Area Agreement of the Washington County Comprehensive Plan

The Board of County Commissioners of Washington County, Oregon, ordains as follows:

SECTION 1

A. The Board of County Commissioners of Washington County, Oregon, recognizes that the Tualatin Urban Planning Area Agreement was adopted by way of Ordinance No. 292 on May 21, 1985 and subsequently amended by Ordinance Nos. 332, 646 and 675.

B. Subsequent ongoing planning efforts of the City of Tualatin and the County indicate a need for an update of the Washington County – City of Tualatin Urban Planning Area Agreement to incorporate the Southwest Tualatin Concept Plan Area into the city's area of interest. The Board takes note that such changes are necessary for the benefit and general welfare of the residents of Washington County, Oregon.

C. Under the provisions of Washington County Charter Chapter X, the Department of Land Use and Transportation has carried out its responsibilities, including preparation of notices, and the County Planning Commission has conducted one or more public hearings on the proposed amendments and has submitted its recommendations to the Board. The Board finds that this Ordinance is based on that recommendation and any modifications made by the Board, as a result of the public hearings process.

/////

09-3742

WASHINGTON COUNTY COUNSEL
155 N. FIRST AVENUE, SUITE 340 – MS #24
HILLSBORO, OR 97124
PHONE: 503 846-8747 – FAX: 503 846-8636

D. The Board finds and takes public notice that it is in receipt of all matters and information necessary to consider this Ordinance in an adequate manner, and finds that this Ordinance complies with the Statewide Planning Goals, and the standards for legislative plan adoption, as set forth in Chapters 197 and 215 of the Oregon Revised Statutes, the Washington County Charter, the Washington County Community Development Code, and the Washington County Comprehensive Plan.

SECTION 2

Attached hereto and incorporated herein by this reference is Exhibit 1 (11 pages), which amends the Washington County – Tualatin Urban Planning Area Agreement.

SECTION 3

All other provisions that have been adopted by prior ordinance, which are not expressly amended or repealed herein, shall remain in full force and effect.

SECTION 4

All applications received prior to the effective date shall be processed in accordance with ORS 215.427 (2005 Edition).

SECTION 5

If any portion of this Ordinance, including the exhibit, shall for any reason be held invalid or unconstitutional by a body of competent jurisdiction, the remainder shall not be affected thereby and shall remain in full force and effect.

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/////

WASHINGTON COUNTY COUNSEL
155 N. FIRST AVENUE, SUITE 340 ~ MS #24
HILLSBORO, OR 97124
PHONE: 503 846-8747 – FAX: 503 846-8636

SECTION 6

The Office of County Counsel and Department of Land Use and Transportation are authorized to prepare planning documents to reflect the changes adopted under Section 2 of this Ordinance, including deleting and adding textual material and maps, renumbering pages or sections, and making any technical changes not affecting the substance of these amendments as necessary to conform to the Washington County Comprehensive Plan format.

SECTION 7

This Ordinance shall take effect on November 27, 2009.

ENACTED this _____ day of _____, 2009, being the _____ reading and _____ public hearing before the Board of County Commissioners of Washington County, Oregon.

BOARD OF COUNTY COMMISSIONERS
FOR WASHINGTON COUNTY, OREGON

_____
CHAIRMAN

_____
RECORDING SECRETARY

READING		PUBLIC HEARING	
First	_____	First	_____
Second	_____	Second	_____
Third	_____	Third	_____
Fourth	_____	Fourth	_____
Fifth	_____	Fifth	_____
Sixth	_____	Sixth	_____
VOTE: *Aye:*	_____	*Nay:*	_____

Recording Secretary: _____ Date: _____

09-3742

WASHINGTON COUNTY COUNSEL
155 N. FIRST AVENUE, SUITE 340 ~ MS #24
HILLSBORO, OR 97124
PHONE: 503 846-8747 – FAX: 503 846-8636

RESOLUTION NO. 4930-09

A RESOLUTION AUTHORIZING EXECUTION OF AN UPDATED URBAN PLANNING AREA AGREEMENT WITH WASHINGTON COUNTY

WHEREAS Washington County Proposed Ordinance No. 724 proposes to amend the Washington County – Tualatin Urban Planning Area Agreement; and

WHEREAS approximately 431 acres of land are proposed to be added to the City's Urban Planning Area as shown on Exhibit 1 of Washington County Proposed Ordinance No. 724; and

WHEREAS the City is currently in the process of planning this area as the "Southwest Tualatin Concept Plan Area" or SWCP; and

WHEREAS it is in the best interests of the City to authorize the execution of an updated Urban Planning Area Agreement with Washington County.

THE CITY OF TUALATIN, OREGON ORDAINS AS FOLLOWS:

Section 1. The City Council authorizes the Mayor to sign the updated Urban Planning Area Agreement as contained in Washington County Proposed Ordinance No. 724.

INTRODUCED AND ADOPTED this 28TH day of September 2009.

CITY OF TUALATIN, Oregon

By _____
Mayor

ATTEST:

By _____
City Recorder

APPROVED AS TO LEGAL FORM

Brenda L. Braden
CITY ATTORNEY

The Washington County - City of Tualatin Urban Planning Area Agreement is amended to reflect the following:

Washington County – Tualatin
Urban Planning Area Agreement

THIS AGREEMENT is entered into by WASHINGTON COUNTY, a political subdivision in the State of Oregon, hereinafter referred to as the "COUNTY", and the CITY OF TUALATIN, an incorporated municipality of the State of Oregon, hereinafter referred to as the "CITY".

WHEREAS, ORS 190.010 provides that units of local government may enter into agreements for the performance of any or all functions and activities that a party to the agreement, its officers or agents, have authority to perform; and

WHEREAS, Statewide Planning Goal #2 (Land Use Planning) requires that City, County, State and Federal agency and special district plans and actions shall be consistent with the comprehensive plans of the cities and counties and regional plans adopted under ORS Chapter 197; and

WHEREAS, the Oregon State Land Conservation and Development Commission (LCDC) requires each jurisdiction requesting acknowledgment of compliance to submit an agreement setting forth the means by which comprehensive planning coordination within the Regional Urban Growth Boundary (UGB) will be implemented; and

WHEREAS, the COUNTY and the CITY, to ensure coordinated and consistent comprehensive plans, consider it mutually advantageous to establish:

1. An Urban Planning Area Agreement incorporating a site-specific Urban Planning Area within the Regional UGB within which both the COUNTY and the CITY maintain an interest in comprehensive planning;

2. A process for coordinating comprehensive planning and development in the Urban Planning Area;

3. Policies regarding comprehensive planning and development in the Urban Planning Area; and

4. A process to amend the Urban Planning Agreement.

WHEREAS, the Regional Urban Growth Boundary (UGB) was expanded in December 2002 and June 2004. LCDC acknowledged the 2002 UGB expansion in July 2003 and the 2004 expansion in July 2005; and

WHEREAS, the COUNTY and CITY desire to amend the UPAA to reflect the changes in the Regional UGB and the need for urban planning of the new urban land.

NOW THEREFORE, THE COUNTY AND THE CITY AGREE AS FOLLOWS:

I. Location of the Urban Planning Area

The Urban Planning Area mutually defined by the COUNTY and the CITY includes the area designated on Exhibit "A" to this agreement.

II. Coordination of Comprehensive Planning and Development

A. Amendments to or Adoption of a Comprehensive Plan or Implementing Regulation.

1. Definitions

Comprehensive Plan means a generalized, coordinated land use map and policy statement of the governing body of a local government that interrelates all functional and natural systems and activities relating to the use of lands, including, but not limited to, sewer and water systems, transportation systems, educational facilities, recreational facilities, and natural resources and air and water quality management programs. "Comprehensive Plan" amendments do not include small tract comprehensive plan map changes.

For purposes of this agreement, Electronic Mail (i.e., e-mail) means the transmission of messages (including public hearing notices, agency comments or other communications relating to this agreement), over communications networks in an electronic form. Attachments, including public hearing notices and agency comments, to an e-mail shall be formatted as a Microsoft Word document, a PDF file or other format as agreed upon by the originating and responding agencies.

Implementing Regulation means any local government zoning ordinance, land division ordinance adopted under ORS 92.044 or 92.046 or similar general ordinance establishing standards for implementing a comprehensive plan. "Implementing regulation" does not include small tract zoning map amendments, conditional use permits, individual subdivision, partitioning or planned unit development approval or denials, annexations, variances, building permits and similar administrative-type decisions.

2. The COUNTY shall provide the CITY with the appropriate opportunity to participate, review and comment on proposed amendments to or adoption

of the COUNTY comprehensive plan or implementing regulations. The CITY shall provide the COUNTY with the appropriate opportunity to participate, review and comment on proposed amendments to or adoption of the CITY comprehensive plan or implementing regulations. The following procedures shall be followed by the COUNTY and the CITY to notify and involve one another in the process to amend or adopt a comprehensive plan or implementing regulation:

a. The CITY or the COUNTY, whichever has jurisdiction over the proposal, hereinafter the originating agency, shall notify the other agency, hereinafter the responding agency, of the proposed action at the time such planning efforts are initiated, but in no case less thanthat forty-five (45) days prior to the final hearing on adoption. The specific method and level of involvement shall be finalized by "Memorandums ofor Understanding" negotiated and signed by the planning directors of the CITY and the COUNTY. The "Memorandums of Understanding" shall clearly outline the process by which the responding agency shall participate in the adoption process. If, at the time of being notified of a proposed action, the responding agency determines it does not need to participate in the adoption process, it may waive the requirement to negotiate and sign a "Memorandum of Understanding".

b. The originating agency shall transmit draft recommendations on any proposed actions to the responding agency for its review and comment before finalizing. Unless otherwise agreed to in a "Memorandum of Understanding", the responding agency shall have ten (10) days after receipt of a draft to submit comments orally or in writing. Lack of response shall be considered "no objection" to the draft.

c. The originating agency shall respond to the comments made by the responding agency either by a) revising the final recommendations, or b) by letter to the responding agency explaining why the comments cannot be addressed in the final draft.

d. Comments from the responding agency shall be given consideration as part of the public record on the proposed action. If after such consideration, the originating agency acts contrary to the position of the responding agency, the responding agency may seek appeal of the action through the appropriate appeals body and procedures.

e. Upon final adoption of the proposed action by the originating agency, it shall transmit the adopting ordinance to the responding

agency as soon as publicly available, or if not adopted by ordinance, whatever other written documentation is available to properly inform the responding agency of the final actions taken.

B. Development Actions Requiring Individual Notice to Property Owners

1. Definition

Development Action Requiring Notice means an action by a local government which requires notifying by mail the owners of property which could potentially be affected (usually specified as a distance measured in feet) by a proposed development action which directly affects and is applied to a specific parcel or parcels. Such development actions may include, but not be limited to, small tract zoning or comprehensive plan amendments, conditional or special use permits, individual subdivisions, partitionings or planned unit developments, variances, and other similar actions requiring a hearings process which is quasi-judicial in nature.

2. The COUNTY will provide the CITY with the opportunity to review and comment on proposed development actions requiring notice within the designated Urban Planning Area. The CITY will provide the COUNTY with the opportunity to review and comment on proposed development actions requiring notice within the CITY limits that may have an affect on unincorporated portions of the designated Urban Planning Area.

3. The following procedures shall be followed by the COUNTY and the CITY to notify one another of proposed development actions:

a. The CITY or the COUNTY, whichever has jurisdiction over the proposal, hereinafter the originating agency, shall send by first class mail or as an attachment to electronic mail a copy of the public hearing notice which identifies the proposed development action to the other agency, hereinafter the responding agency, at the earliest opportunity, but no less than ten (10) days prior to the date of the scheduled public hearing. The failure of the responding agency to receive a notice shall not invalidate an action if a good faith attempt was made by the originating agency to notify the responding agency.

b. The agency receiving the notice may respond at its discretion. Comments may be submitted in written or electronic form or an oral response may be made at the public hearing. Lack of written or oral response shall be considered "no objection" to the proposal.

c. If received in a timely manner, the originating agency shall include or attach the comments to the written staff report and respond to any concerns addressed by the responding agency in such report or orally at the hearing.

d. Comments from the responding agency shall be given consideration as a part of the public record on the proposed action. If, after such consideration, the originating agency acts contrary to the position of the responding agency, the responding agency may seek appeal of the action through the appropriate appeals body and procedures.

e. The originating agency shall utilize tracking options to ensure that the responding agency receives the public hearing notice in a timely manner. In the event that tracking indicates that the responding agency did not receive the e-mailed notice within twenty-four (24)-hours of being sent, the originating agency shall send no later than the next business day a copy of the notice by first class mail.

f. The originating and responding agencies shall keep copies of all electronic mail as part of the public record consistent with state archive laws.

C. Additional Coordination Requirements

1. The CITY and the COUNTY shall do the following to notify one another of proposed actions which may affect the community, but are not subject to the notification and participation requirements contained in subsections A and B above.

a. The CITY or the COUNTY, whichever has jurisdiction over the proposed actions, hereinafter the originating agency, shall send by first class mail or as an attachment to electronic mail a copy of all public hearings agendas which contain the proposed actions to the other agency, hereinafter the responding agency, at the earliest opportunity, but no less than three (3) days prior to the date of the scheduled public hearing. The failure of the responding agency to receive an agenda shall not invalidate an action if a good faith attempt was made by the originating agency to notify the responding agency.

b. The agency receiving the public hearing agenda may respond at its discretion. Comments may be submitted in written or electronic form or an oral response may be made at the public hearing. Lack

of written or oral response shall be considered "no objection" to the proposal.

c. Comments from the responding agency shall be given consideration as a part of the public record on the proposed action. If, after such consideration, the originating agency acts contrary to the position of the responding agency, the responding agency may seek appeal of the action through the appropriate appeals body and procedures.

III. Comprehensive Planning and Development Policies

A. Definition

Urban Planning Area means the incorporated area and certain unincorporated areas contiguous to the incorporated area for which the CITY conducts comprehensive planning and seeks to regulate development activities to the greatest extent possible. The CITY Urban Planning Area is designated on Exhibit "A".

B. The CITY shall be responsible for comprehensive planning within the Urban Planning Area.

C. The CITY shall be responsible for the preparation, adoption and amendment of the public facility plan required by OAR 660-011 within the Urban Planning Area.

D. As required by OAR 660-011-0010, the CITY is identified as the appropriate provider of local water, sanitary sewer, storm sewer and transportation facilities within the urban planning area. Exceptions include facilities provided by other service providers subject to the terms of any intergovernmental agreement the CITY may have with other service providers; facilities under the jurisdiction of other service providers not covered by an intergovernmental agreement; and future facilities that are more appropriately provided by an agency other than the CITY.

E. The COUNTY shall not approve land divisions within the unincorporated Urban Planning Area that are inconsistent with the provisions of the Future Development 10 Acre District (FD-10) or the Future Development 20 Acre District (FD-20).

F. The COUNTY shall not approve a development proposal in the Urban Planning Area if the proposal would not provide for, nor be conditioned to provide for, an enforceable plan for redevelopment to urban densities consistent with the CITY's Comprehensive Plan in the future upon annexation to the CITY as indicated by the CITY Comprehensive Plan.

G. The COUNTY shall not oppose annexations to the CITY within the CITY's Urban Planning Area.

H. The Tualatin Comprehensive Plan employs a one-map system wherein the Comprehensive Plan Map fulfills a dual role by serving as both the Plan Map and Zone Map, thus eliminating the need for a separate Zone Map. The CITY's Comprehensive Plan Map establishes land use designations for unincorporated portions of the Urban Planning Area. Upon annexation of any property within the Urban Planning Area to the CITY, the Planning District specified by the Tualatin Comprehensive Plan Map is automatically applied to the property on the effective date of the annexation (as authorized by ORS 215.130 (2) a).

If a property owner, contract purchaser, the authorized representative of a property owner or contract purchaser, or the CITY desire a Planning District different from that shown on the Comprehensive Plan Map, an application for a Plan Map Amendment may by filed with the CITY at the time of or following annexation.

IV. Amendments to the Urban Planning Area Agreement

A. The following procedures shall be followed by the CITY and the COUNTY to amend the language of this agreement or the Urban Planning Area Boundary:

1. The CITY or COUNTY, whichever jurisdiction originates the proposal, shall submit a formal request for amendment to the responding agency.

2. The formal request shall contain the following:

a. A statement describing the amendment.

b. A statement of findings indicating why the proposed amendment is necessary.

c. If the request is to amend the planning area boundary, a map that clearly indicates the proposed change and surrounding area.

3. Upon receipt of a request for amendment from the originating agency, the responding agency shall schedule a review of the request before the appropriate reviewing body, with said review to be held within forty-five (45) days of the date the request is received.

4. The CITY and COUNTY shall make good faith efforts to resolve requests to amend this agreement. Upon completion of the review, the reviewing body may approve the request, deny the request, or make a determination that the proposed amendment warrants additional review. If it is

determined that additional review is necessary, the following procedures shall be followed by the CITY and COUNTY:

a. If inconsistencies noted by both parties cannot be resolved in the review process as outlined in Section IV. A. (3), the CITY and the COUNTY may agree to initiate a joint study. Such a study shall commence within thirty (30) days of the date it is determined that a proposed amendment creates an inconsistency, and shall be completed within ninety (90) days of said date. Methodologies and procedures regulating the conduct of the joint study shall be mutually agreed upon by the CITY and the COUNTY prior to commencing the study.

b. Upon completion of the joint study, the study and the recommendations drawn from it shall be included within the record of the review. The agency considering the proposed amendment shall give careful consideration to the study prior to making a final decision.

B. The parties will jointly review this Agreement every two (2) years to evaluate the effectiveness of the processes set forth herein and to make any amendments. The review process shall commence two (2) years from the date of execution and shall be completed within sixty (60) days. Both parties shall make a good faith effort to resolve any inconsistencies that may have developed since the previous review. If, after completion of the sixty (60) day review period inconsistencies still remain, either party may terminate this Agreement.

V. This Agreement shall become effective upon full execution by the COUNTY and the CITY and shall then repeal and replace the Washington County – Tualatin Urban Planning Area Agreement effective January 8, 2007~~executed December 2005~~. The effective date of this Agreement shall be the last date of signature on the signature page.

IN WITNESS WHEREOF the parties have executed this Urban Planning Area Agreement on the date set opposite their signatures.

CITY OF TUALATIN

By _____ Date 9-28-09
Mayor

Approved as to Form:

By Brenda L. Braden Date 9/28/09
City Attorney

WASHINGTON COUNTY

By _____ Date _____
Chair, Board of County Commissioners

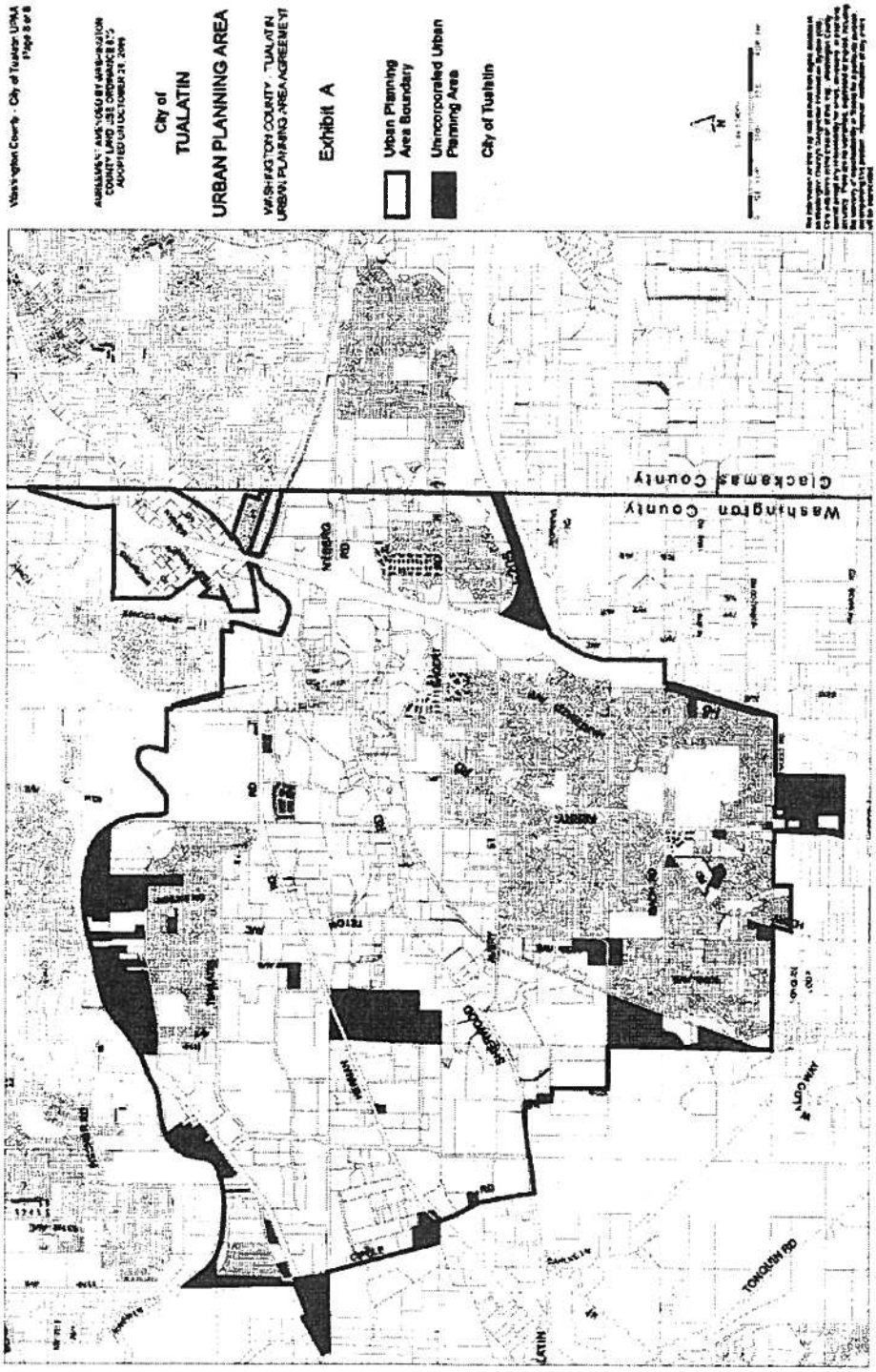
Approved as to Form:

By _____ Date _____
County Counsel

By _____ Date _____
Recording Secretary

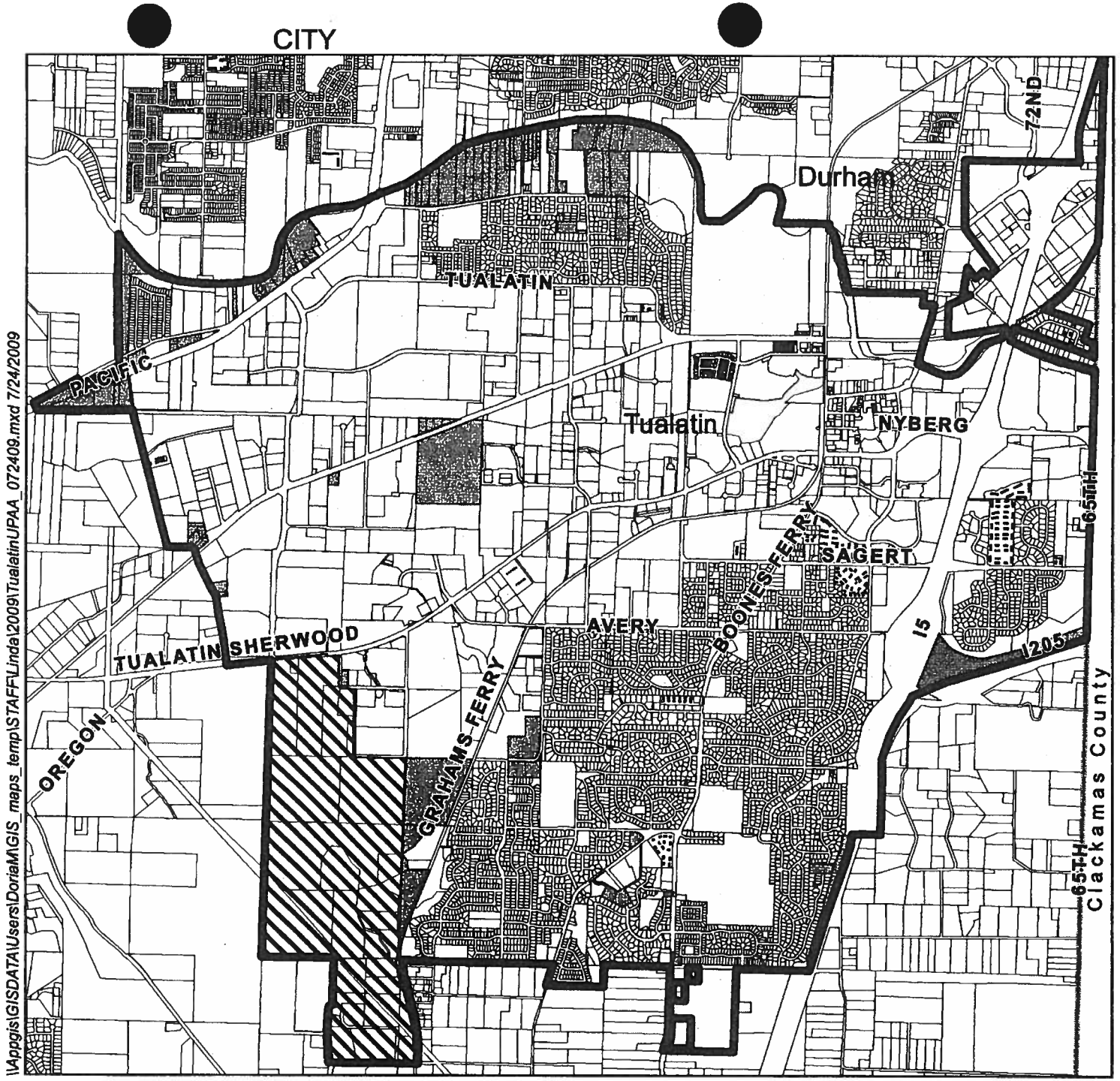
abcdef Proposed additions
~~abcdef~~ Proposed deletions

Delete Exhibit A of the Washington County - Tualatin Urban Planning Area Agreement effective January 8, 2007 as shown below:



abcdef Proposed additions
~~abcdef~~ Proposed deletions

ADD THE FOLLOWING MAP AS EXHIBIT A OF THE WASHINGTON COUNTY - TUALATIN URBAN PLANNING AREA AGREEMENT



City of Tualatin
URBAN PLANNING AREA

Washington County - Tualatin
Urban Planning Area Agreement

EXHIBIT A

- Tualatin UPAA Boundary
- Southwest Tualatin Concept Plan Area
- City of Tualatin
- Unincorporated Urban Planning Area
- County Line

Note: The UPAA Boundary between the cities of Tualatin and Sherwood for the SW Concept Plan Area will be the future west right-of-way line of an extension of SW 124th Avenue south of Tualatin-Sherwood Road.

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GIS
Geographic Information Systems

Disclaimer: This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.

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STAFF REPORT
CITY OF TUALATIN

Approved By Tualatin City Council
Date 9-28-09
Recording Secretary

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Paul Hennon, Community Services Director

DATE: September 28, 2009

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

ISSUE BEFORE THE COUNCIL:
The Council will consider approving an intergovernmental agreement (IGA) with Metro to enable the City of Tualatin to obtain land acquisition services from Metro for acquisitions pertaining to the 2006 Natural Areas Bond Measure.

RECOMMENDATION:
Staff recommends that the Council adopt the attached resolution.

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

The Measure provided that $44 million from bond proceeds be expended by local parks providers for specified projects between April 1, 2007 and March 31, 2012. The Local Share Partner is a local government jurisdiction who has received approval for funding for projects as specified in the Measure. On October 13, 2008 the Council passed a resolution approving an IGA for Tualatin's participation as a Local Share Partner and is eligible to receive $786,506 in Local Share funds.

The purpose of this IGA is to enable Tualatin to obtain land acquisition services from Metro for acquisitions pertaining to the 2006 Natural Areas Bond Measure. The scope of

services provided by Metro is defined in Section 1 of the IGA and the City will provide the input and review as described in Exhibit A of the IGA.
The term of the IGA is for five (5) years with automatic renewals for successive one-year terms unless terminated by either party. The IGA can be terminated by either party at any time.

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

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

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

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

FINANCIAL IMPLICATIONS:
Metro provides the land acquisition services and due diligence services at no cost to the Local Share Partner. Costs that Metro incurs to obtain any services from third parties under the IGA are deducted from the total amount of funds available to the Local Share Partner under the terms of the measure. These costs for third party services, such as appraisals and environmental reviews, are the same costs the City would incur, if it were to conduct the land acquisition directly.

Attachments: A. Resolution and attached IGA

C: Members of Tualatin Park Advisory Committee
Jim Desmond, Director of Sustainability Center, Metro
Mary Rose Navarro and Barbara Edwardson, Sustainability Center

RESOLUTION NO. 4931-09

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

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

WHEREAS the Measure provided that $44 million from bond proceeds be expended by local parks providers for specified projects between April 1, 2007 and March 31, 2012, and the City of Tualatin is a Local Share Partner elibable to receive $786,506 in Local Share funds; and

WHEREAS the purpose of the attached IGA is to enable Tualatin to obtain land acquisition services from Metro for acquisitions pertaining to the 2006 Natural Areas Bond Measure; and

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

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

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

INTRODUCED AND ADOPTED this 28th day of September, 2009.

CITY OF TUALATIN, OREGON

BY _____
Mayor

ATTEST:

BY _____
City Recorder

Approved as to legal form:

_____
City Attorney

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

THIS INTERGOVERNMENTAL AGREEMENT ("IGA"), entered into under the provisions of ORS chapter 190 and effective on the date the IGA is fully executed (the "Effective Date"), is entered into by and between the City of Tualatin, located at 18880 SW Martinazzi Avenue ("Local Share Partner") and Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, located at 600 Northeast Grand Avenue, Portland, Oregon 97232-2736 ("Metro").

RECITALS

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

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

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

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

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

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

NOW THEREFORE, the parties agree as follows:

1. SCOPE OF METRO'S SERVICES

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

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

2. SCOPE OF LOCAL SHARE PARTNER'S SERVICES

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

3. PAYMENTS FOR SERVICES

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

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

4. TERM AND RENEWALS

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

5. MODIFICATION, AMENDMENT OR TERMINATION OF AGREEMENT

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

6. MUTUAL INDEMNIFICATION

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

7. FUNDS

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

8. PROJECT MANAGER

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

Local Share Partner:

Paul Hennon, Community Services Director
City of Tualatin
18880 SW Martinazzi Avenue
Tualatin, Oregon 97062

Metro:

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

Either party may change its designated representative by giving written notice to the other as provided in Section 12.

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

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

10. SEVERABILITY

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

11. ENTIRE AGREEMENT

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

12. NOTICES

Except as specifically otherwise provided in this IGA, any notices permitted or required by this contract shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, return receipt requested and addressed to the representative designated in Section 8. Either party may change its address by notice given to the other in accordance with this paragraph.

13. ARBITRATION

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

City of Tualatin:

By: _____
Print Name:

Date: 9-28-09

By: _____
Print Name

Date: 9-28-09

Approved as to Form:

By: _____

for the Local Share Partner, Oregon

METRO:

By: _____
Michael Jordan, Chief Operating Officer

Date: _____

By: _____
Jim Desmond, Parks Director

Date: _____

Approved as to Form:

By: _____
Paul A. Garrahan
Senior Assistant Metro Attorney

T:\REMFMA\CONTRACTS\929274 CITY OF TUALATIN LAND ACQUISITIONS IGA.DOC

Exhibit A
Land Acquisition Services IGA

SCOPE OF WORK

TASK 1 **Local Share Partner Preliminary and General Services**

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

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

Local Share Partner Products:

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

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

TASK 2 **Metro Negotiation and Related Services**

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

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

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

2.2 Setup and maintain diaries documenting property owner(s) contacts.

2.3 Prepare the appropriate documents for review by the Local Share Partner's Project Manager and attorney, including, but not limited to, Metro's standard form Agreement of Purchase and Sale, modified or supplemented with property specific detail, deeds, easements, legal descriptions and other documents and instruments, as needed.

2.4 Prepare offer letters and other communications required to establish contact with property owner(s).

2.5 Explain the offer to the property owner(s) or a representative and provide an understanding of the land acquisition process.

2.6 Comply with federal and state acquisition and relocation guidelines and requirements, when directed in writing to do so by the Local Share Partner.

2.7 Advise and coordinate with the Local Share Partner's Project Manager.

Metro Products:

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

TASK 3 Metro Due Diligence Services

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

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

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

3.2 Paralegal review of title reports, title exception documents, vesting deed, existing surveys, plats, legal description and other documents.

3.3 Perform a site visit and visual inspection of boundaries and access; identify possible hazards, unrecorded easements, and trespassers.

3.4 Obtain a Phase I Environmental Assessment and conduct further environmental investigation only if necessary to conduct "All Appropriate Inquiry" into the environmental condition of the Property, in accord with the Standards and Practices for All Appropriate Inquiry set forth in the Code of Federal Regulations, Chapter 40, Part 312.

3.5 Obtain survey services for a land use application or to resolve uncertainties as to property lines or easement location.

3.6 Obtain land use approvals if required under the Purchase and Sale Agreement.

3.7 Provide Metro Attorney review of documents. The Metro Attorney shall advise Metro negotiators regarding their work under this Agreement and shall oversee Metro's due diligence work, but shall not provide legal advice directly to the Local Share Partner. If the Local Share Partner feels it needs legal advice regarding any matter it shall seek such advice from its own attorney.

Metro Products:

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

Local Share Partner Products:

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

TASK 4 **Metro Purchase and Closing Services/Escrow Liaison**

Objective: Conduct escrow and closing services.

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

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

4.2 Open escrow.

4.3 Prepare escrow instructions.

4.4 Place documents in escrow.

4.5 Coordinate payments to Title/Escrow Company related to closing.

4.6 Assist in obtaining releases, if necessary.

4.7 Review closing statements, escrow instructions, title insurance policies, and vesting documents, and make recommendations to Local Share Partner or work with the title company to correct errors.

4.8 Deliver documents for recording and track the recording process to ensure that recording has occurred.

Metro Products:

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

Local Share Partner Products:

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

****

Approved By Tualatin City Council
Date 9-28-09
Recording Secretary

STAFF REPORT
CITY OF TUALATIN

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Paul Hennon, Community Services Director

DATE: September 28, 2009

SUBJECT: RESOLUTION AUTHORIZING AN APPLICATION BY THE CITY OF TUALATIN FOR A COMMUNITY DEVELOPMENT BLOCK GRANT PUBLIC FACILITIES PROJECT PROPOSAL TO EXPAND AND RENOVATE THE JUANITA POHL CENTER

ISSUE BEFORE THE COUNCIL:
Council will consider authorizing the City to submit an application for a Community Development Block Grant (CDBG) to renovate the Juanita Pohl Center.

RECOMMENDATION:
The Juanita Pohl Center Steering Committee supports the project and grant application. The Tualatin Park Advisory Committee (TPARK) and the Tualatin Arts Advisory Committee (TAAC) have both also provided input on the project scope.

Staff recommends that Council authorize the City to apply for a Community Development Block Grant from the Washington County Office of Community Development for the expansion and renovation of the Juanita Pohl Center.

EXECUTIVE SUMMARY:
The Washington County Office of Community Development is accepting proposals for the Community Development Block Grant Program 2010-2011. The City of Tualatin can benefit from this grant program. If Council approves the submittal of the grant application, and the City's project is selected for funding, it would allow for the expansion and renovation of the Juanita Pohl Center.

The project would involve improving access for people of all levels of mobility, enhancing health and safety conditions, reducing energy consumption and increasing

recycling to save limited natural resources and operating costs, enlarging the programmable space to meet the increasing variety and numbers of users, and replacing worn and dated materials.

The Council has identified enhancing the quality of life and ensuring that people feel safe and are actively involved in the community as priorities in the City's Strategic Management Plan. The proposed improvements will help accomplish these Council goals.

Preliminary architectural programming, cost estimating, and phasing priorities have been completed for the proposed Pohl Center Addition and Renovation Project.

The tentative schedule established by the Policy Advisory Board (PAB) for the CDBG application process follows:

• Grant applications due	October 9, 2009.
• Sponsor presentations	January 27 and 28, 2010
• PAB approves list of projects	February 11, 2010
• PAB approves Draft Action Plan and Consolidated Plan	April 2010
• Board of Commissioners approves Action Plan and Consolidated Plan	May 2010
• **PROJECTS FUNDED**	July 1, 2010
• **PROJECTS COMPLETED**	June 30, 2011

FINANCIAL IMPLICATIONS:
Funding for preparing of a preliminary architectural program, cost estimates, and a phasing plan was included in the FY09/10 budget. One important provision of the grant application is certification that matching funds will be available should the project be selected for funding. The proposal includes a match that would be provided through the costs of constructing a portion of the adjoining Tualatin River Greenway trail using Park System Development funds and General Fund dollars planned for Building Maintenance. The grant request will be for $350,000 to $400,000.

PUBLIC INVOLVEMENT:
The project has been developed and reviewed with the Juanita Pohl Center Steering Committee, and discussed with the TPARK and the TAAC.

Attachments:
A. Juanita Pohl Center Addition and Renovation Feasibility Study
B. Resolution

C:
1. Juanita Pohl Steering Committee
2. Tualatin Park Advisory Committee
3. Tualatin Arts Advisory Committee

ATTACHMENT A

JUANTA POHL CENTER BUILDING ADDITION AND RENOVATION FEASIBILITY STUDY

To be distributed later.

RESOLUTION NO. 4932-09

RESOLUTION AUTHORIZING AN APPLICATION BY THE CITY OF TUALATIN FOR A COMMUNITY DEVELOPMENT BLOCK GRANT PUBLIC FACILITIES PROJECT PROPOSAL TO EXPAND AND RENOVATE THE JUANITA POHL CENTER

WHEREAS the Washington County Office of Community Development is accepting proposals for the Community Development Block Grant Program 2010-2011; and

WHEREAS the City of Tualatin desires to participate in this funding program to the greatest extent possible as a means of expanding and renovating the Juanita Pohl Center for the benefit of the Tualatin area income-qualified population; and

WHEREAS the project would involve improving access for people of all levels of mobility, enhancing health and safety conditions, reducing energy consumption and increasing recycling to save limited natural resources and operating costs, enlarging the programmable space to meet the increasing variety and numbers of users, and replacing worn and dated materials;

WHEREAS the City Council has identified enhancing the quality of life and ensuring that people feel safe and are actively involved in the community as priorities in the City's Strategic Management Plan; and

WHEREAS preliminary architectural programming, cost estimating, and phasing priorities have been completed for the proposed Pohl Center Addition and Renovation Project; and

WHEREAS the applicant hereby certifies that the matching funds will be available should the project be selected for funding.

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

Section 1. The City of Tualatin (City) is authorized to apply for Community Development Block Grant Program funding from the Washington County Office of Community Development for the expansion and renovation of the Juanita Pohl Center.

Section 2. The Community Services Director is authorized to execute the grant application.

INTRODUCED AND ADOPTED THIS 28TH DAY OF SEPTEMBER, 2009.

CITY OF TUALATIN, OREGON

BY _____
Mayor

APPROVED AS TO LEGAL FORM

Brenda L. Braden
CITY ATTORNEY

ATTEST:

BY _____
City Recorder

ATTACHMENT A

JUANITA POHL CENTER BUILDING ADDITION AND RENOVATION FEASIBILITY STUDY

Juanita Pohl Center Addition and Renovation

Tualatin, Oregon

Feasibility Study - DRAFT

September 21st, 2009

TABLE OF CONTENTS

1. Introduction
2. Site Plan
3. Existing Conditions - Site
4. Existing Conditions - Exterior
5. Existing Conditions - Interior
6. Existing Conditions - Interior
7. Existing Conditions - Interior
8. Floor Plan
9. Mechanical
10. Fire and Life Safety
11. Project Schedule
12. Project Budget and Phasing
13. Appendix - Detailed Project Cost

INTRODUCTION:

The Juanita Pohl Center (JPC) opened in 1982 (as the Tualatin/Durham Senior Center) and was expanded in 1991 to meet the needs of a growing population. Both the original construction and the addition were funded largely with Community Development Block Grant funds. In 1994 improvements were made to meet the requirements of the new Americans with Disabilities Act. In 2009, the name was changed to the Juanita Pohl Center in recognition of Juanita Pohl's extraordinary and remarkable volunteerism and leadership contributions to the center and its programs and operation in its early years.

The Juanita Pohl Center has now served the Tualatin area for 27 years and is in need of an expansion and renovation to continue to meet the needs of the rapidly growing service-area population. The proposed project is for funding through the Washington County Community Development Block Grant Program 2010-2011.

PHASING:
The full scope of work will need to be completed in phases due to limited funding. The Phase 1 scope of the project would involve improving access for people of all levels of mobility, enhancing health and safety conditions, reducing energy consumption and increasing recycling to save limited natural resources and operating costs, enlarging the programmable space to meet the increasing variety and numbers of users, and replacing worn and dated materials.

See Page 12 for the Project Budget and Phasing.

PROJECT CRITERIA:

Flood Plain:
This building is located in an area **shown as floodplain. Chapter 70 of the** Tualatin Development Code requires that substantial improvement of a non-**residential structure have the lowest floor** elevated at least one foot above the base **flood elevation (BFE). Using the current** 1929 datum the BFE for the Juanita Pohl site is 125.38 and the top of the bottom **floor is 127.5 ft. Using the proposed 1988** datum, the BFE for the site is 128.9 and the **top of the bottom floor is 131.02 ft. Under either datum set, the top of the lowest floor** is elevated more than one foot above the **base flood elevation and therefore no flood proofing is required. Areas of the land the building is located on are in the floodplain** but are not part of the Phase 1 project.

Seismic Requirements:
City code requires that a seismic upgrade be performed on any existing building receiving at least a 50% upgrade based on market value cost of the building, changing use or altering the building structure. The JPC will not be receiving upgrades falling under these categories, therefore a seismic upgrade will not be required.

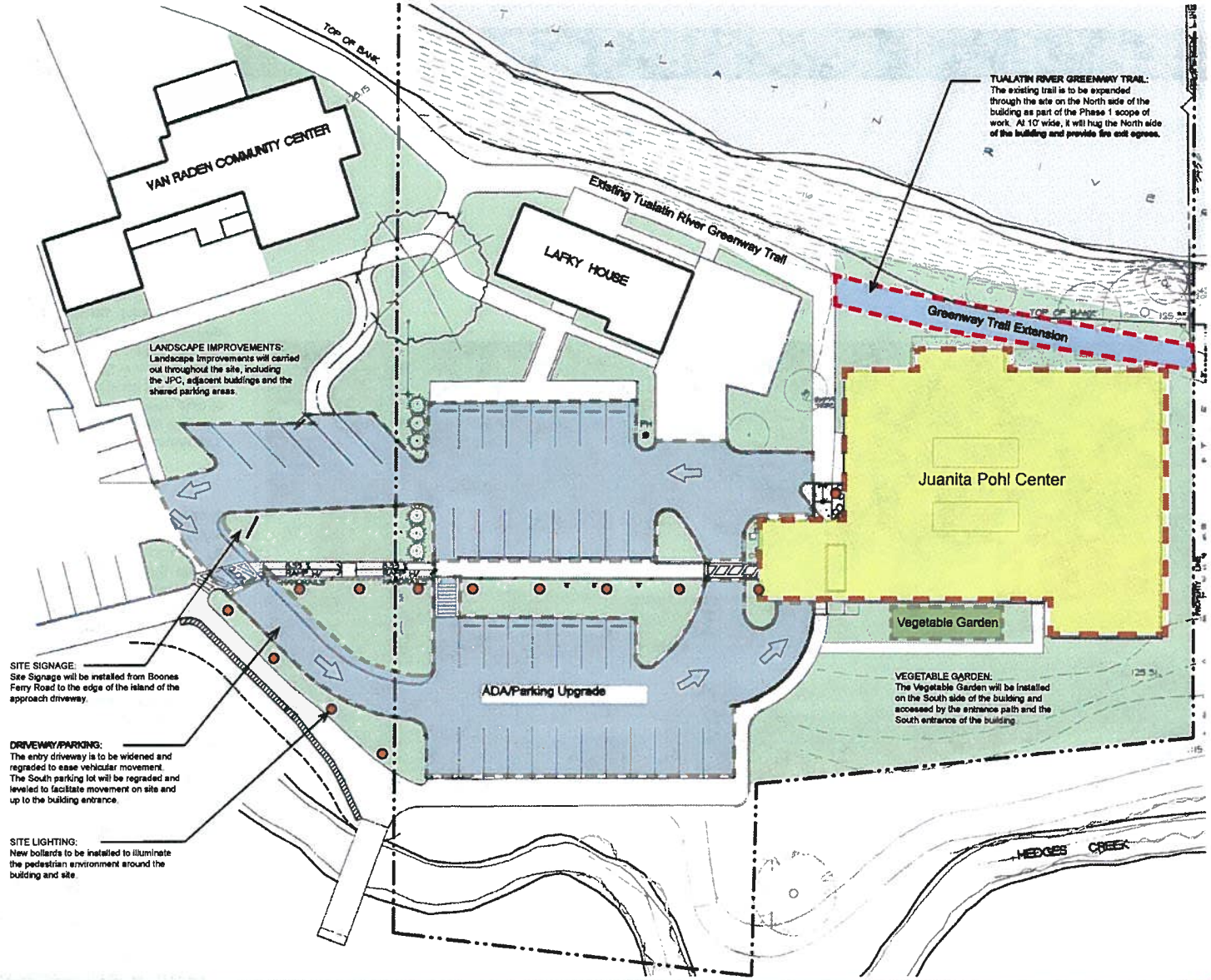
ADA:
Following the passage of the American's with Disabilities Act in 1994, the City of Tualatin implemented a transition plan to bring all current buildings up to code. An ADA upgrade of the JPC was completed in 1995, resulting in a renovated parking lot with 5 accessible parking spaces near the entry of the building. Included under the scope of the Feasibility Study is the repaving of the ADA access path centered within the parking lot, the repaving and regrading of the entry drive and South parking lot to facilitate ease of access to the center, automatic door operators for the front doors, and removal of the redundant vestibule doorway to ease wheelchair and walker access.

Fire and Life Safety:
See page 10.

Juanita Pohl Center (JPC)

SITE IMPROVEMENTS:
Site improvements include repaving/ regrading the existing parking lot to improve ADA access and landscape improvements throughout the site including the addition of a vegetable garden to the South of the building. The Existing Tualatin River Greenway Trail is to be extended through the site to the East property line approximately 125' long and 10' wide.

- SURFACE UPGRADE/ REGRADING/ ADA IMPROVEMENTS - HEAVY WORK
- LANDSCAPE IMPROVEMENTS - MEDIUM WORK
- NEW BOLLARD LIGHTS
- JCP BUILDING LOCATION
- PHASE 1 SCOPE OF WORK



Site Plan

SITE PHOTOS:
The following photographs are shown to illustrate existing site, building exterior and building interior conditions. All photos shown pertain to the areas covered under the scope of work of the Feasibility Study.

Entry driveway

Building entry overhang

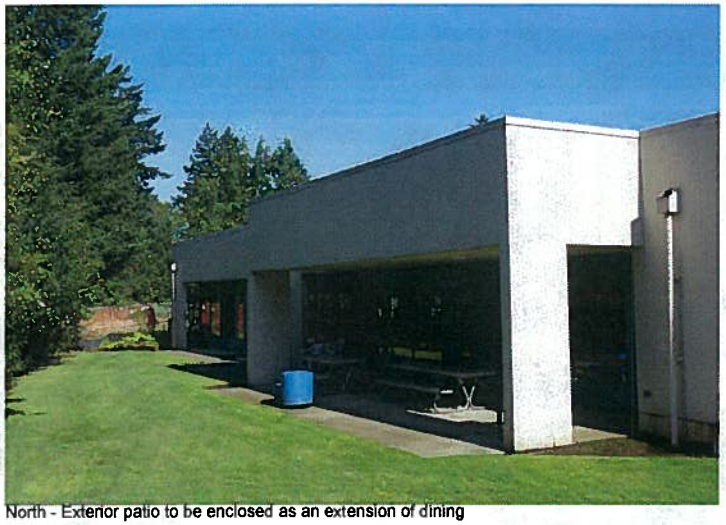
Parking approach and signage

ADA path between parking lots

North parking lot ADA parking stalls

Existing Conditions - Site

West - Exterior garbage location near building entrance



North - Exterior patio to be enclosed as an extension of dining

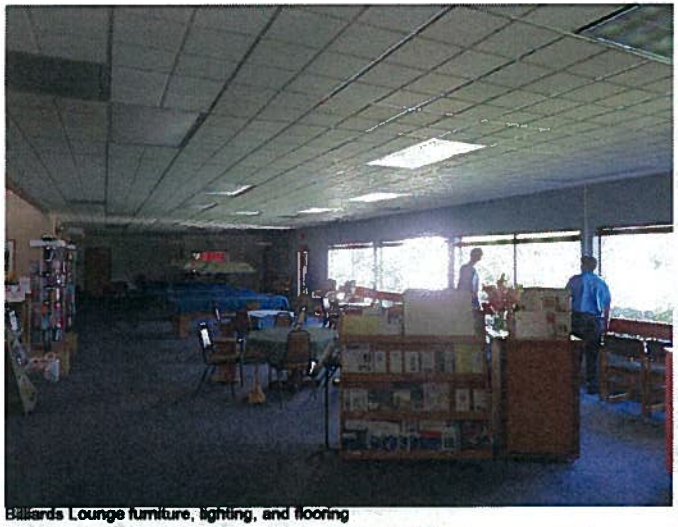
Exterior rot and paint

South - Proposed location of Vegetable Garden

North - Proposed location of river running path on North side of building

East - Typical exterior windows to be replaced

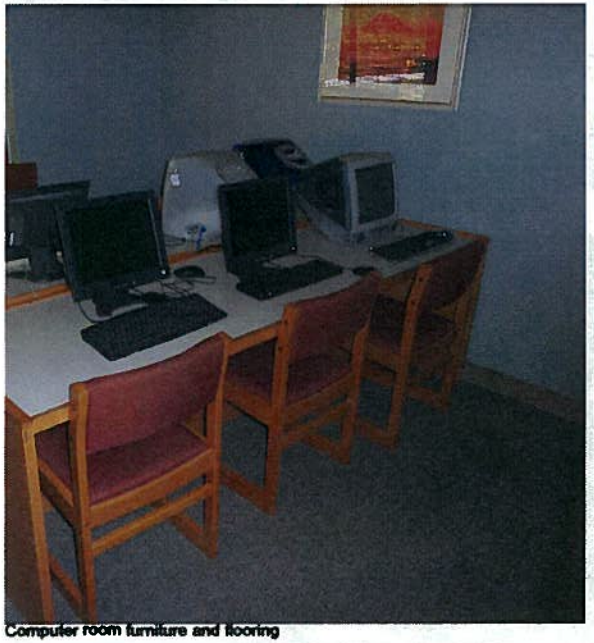
Existing Conditions - Exterior



Billiards Lounge furniture, lighting, and flooring

East Activity Area casework, furniture and flooring

Existing lighting



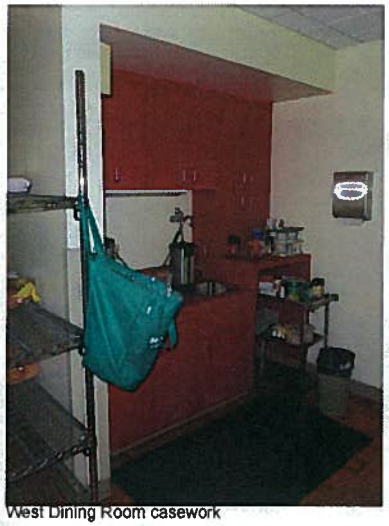
Computer room furniture and flooring

West Lounge furniture, flooring and partition

Typical partition condition

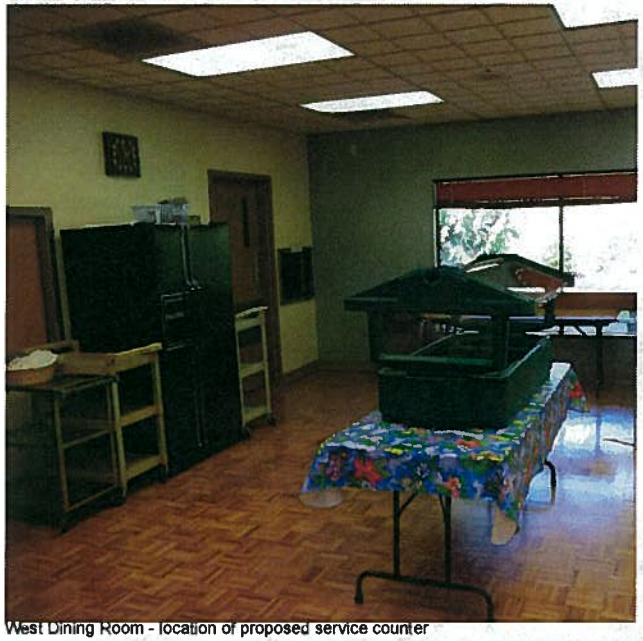
Existing Conditions - Interior

Dining Room furniture, lighting, flooring and partition



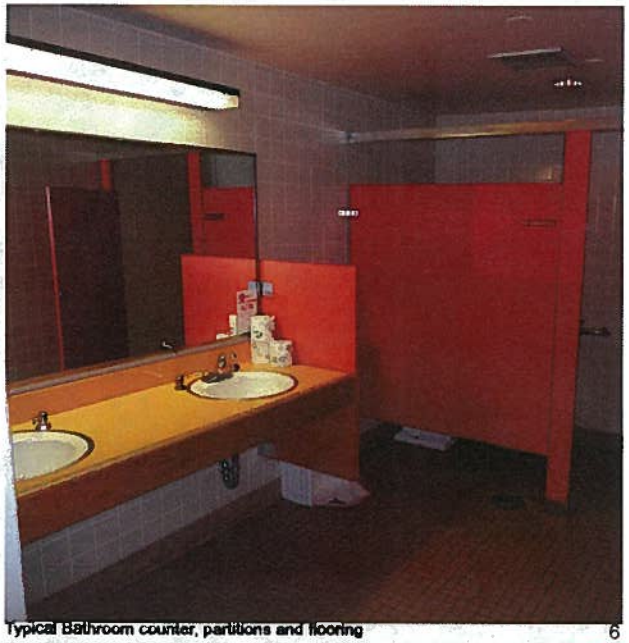
West Dining Room casework

Dining Room North windows



West Dining Room - location of proposed service counter

North Activity Area - Line-dancing class



Typical Bathroom counter, partitions and flooring

Existing Conditions - Interior

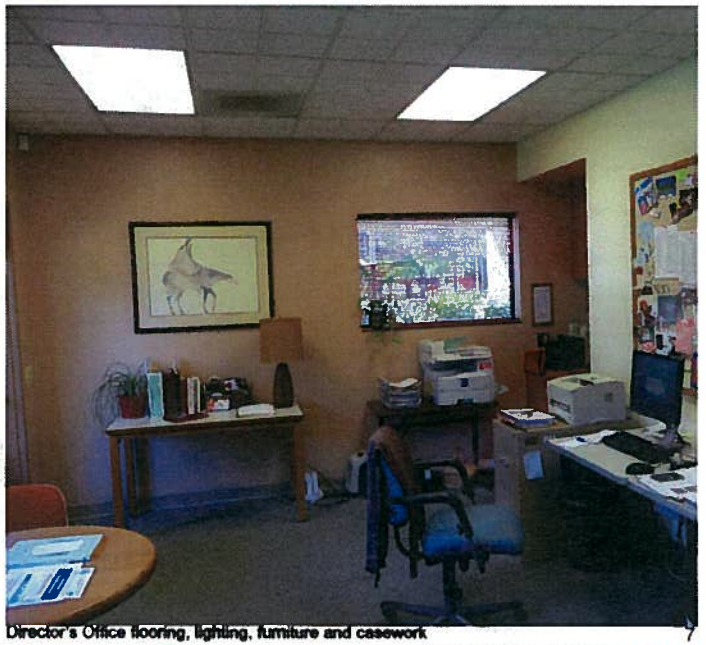
Retail flooring and casework

Reception casework

Building entry and reception casework

Multi-purpose room flooring and furniture

Storage room



Director's Office flooring, lighting, furniture and casework

Existing Conditions - Interior

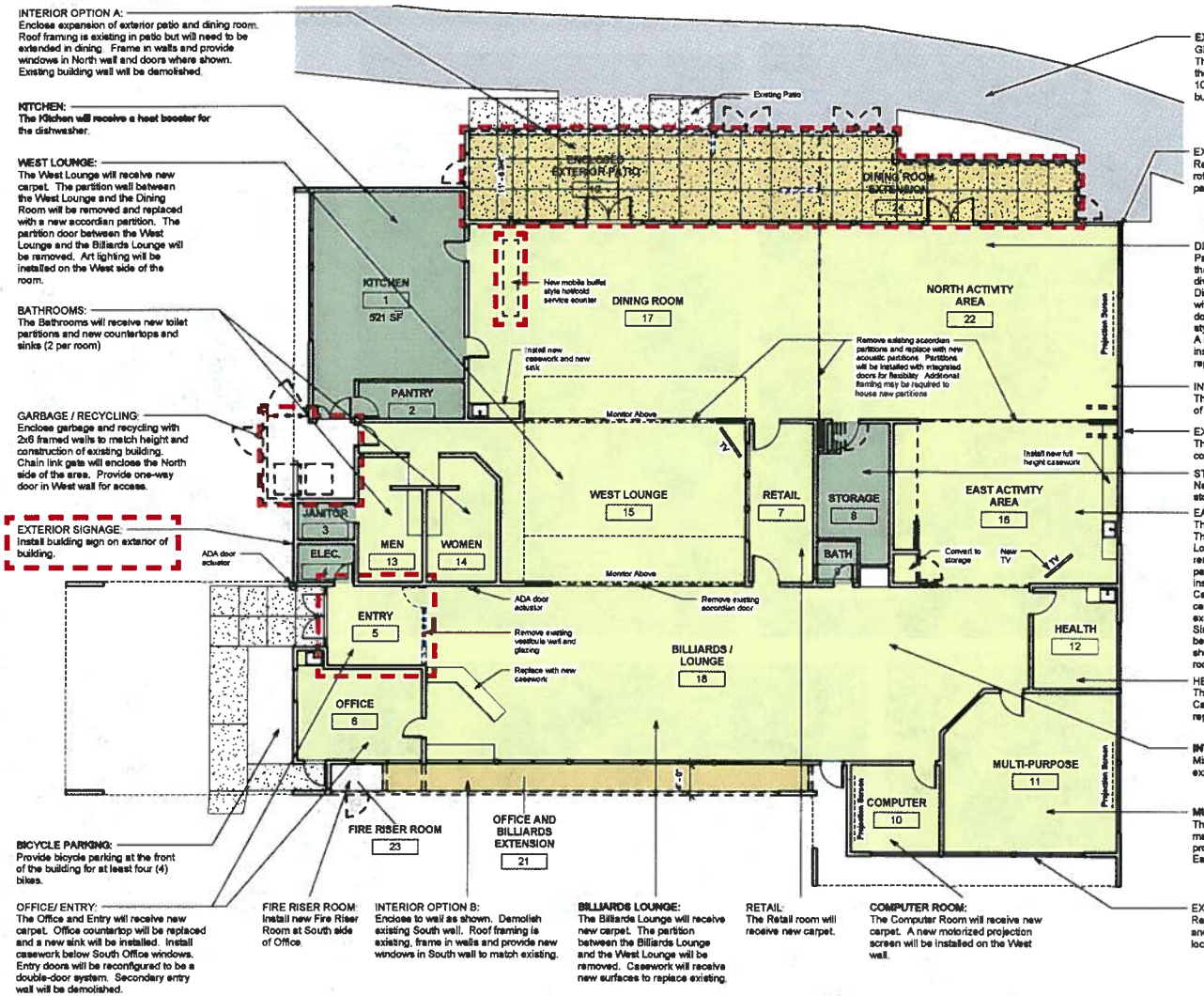
BUILDING IMPROVEMENTS:
The building renovation is broken down into three categories; No or Low Renovation, Medium Renovation, and Heavy work. No or Low Renovation (Green) represents areas that will require little to no work to complete. Medium renovation (Yellow) represents areas **that will undergo flooring replacement,** wall demolition, counter replacement, and new furniture. Heavy work (Orange) represents areas that will require new wall construction, slab construction, new mechanical systems and/or new lighting infrastructure.

Interior renovation of the building will vary on a space by space basis and scope of **work for individual rooms is identified on** the plan.

Exterior renovation of the building includes rot repair, window replacement, building painting, enclosing the garbage and recycling area, and 3 options for extending the building footprint represented as Heavy Work.

Renovation Type

- HEAVY WORK
- MEDIUM RENOVATION
- NO or LOW RENOVATION
- PHASE 1 SCOPE



Floor Plan

MECHANICAL:
An inventory and status check was completed on the existing mechanical **units located on the roof. Of the five (5)** units listed, one (1) was found to be in good condition. It is recommended that one (1) unit be replaced immediately and three (3) others within a reasonable period of time. All mechanical units that are replaced will receive screens to shield them from view.

If Interior Option A is approved, mechanical infrastructure will be required to be linked in to the existing system to provide air to this new space. Interior Option B will require no additional work to the existing mechanical system.

CRITICAL REPLACEMENT - PHASE 1

RECOMMENDED REPLACEMENT

Reitmeier mechanical

Service Location Equipment List

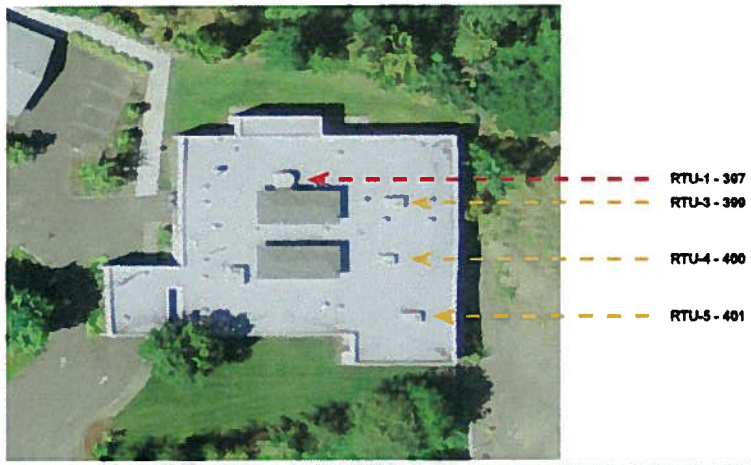
Service Location: City of Tualatin
8513 SW Tualatin Rd
Senior Center
CITY03 Tualatin, OR 97062

Contacts: (503) 880-6125
Clayton Reynolds

Acct.Since:
Number: 409
Center: 1

System ID	Make / Equipment Description	Yr Mfg	Model / Serial Number	System #	Location	Parts Required Qty	Parts Required Description	Warranty Info
397	Carrier Corp. Package Gas/Electric Unit	0	579CPW090250AKCT 0682G00406	RTU-1	Roof	4.00	Filter 16X25X2	
398	Carrier Corp. Package Gas/Electric Unit	0	48TMD008-A-501 3807G20698	RTU-2	Roof	4.00	Filter 16X20X2	
399	Lennox Industries Package Gas/Electric Unit	0	GCS16 513 75 1Y 5490D10288	RTU-3	Roof	1.00	Filter 18X25X1	
400	Lennox Industries Package Gas/Electric Unit	0	GCS16 413 50 3Y 5490L06149	RTU-4	Roof	1.00	Filter 14X25X1	
401	Lennox Industries Package Gas/Electric Unit	0	GCS16 513 75 1Y 5490D10274	RTU-5	Roof	1.00	Filter 18X25X1	
402	Need Make Exhaust Fan	0	N/A N/A	EF-6	Roof			
403	Loren Cook Exhaust Fan	0	135C3B 173S433583	EF-7	Roof			
404	Loren Cook Exhaust Fan	0	165VCR 0345960130	EF-8	Roof			
405	Loren Cook Exhaust Fan	0	135C3B 1735429357	EF-9	Roof			

MECHANICAL KEY PLAN



FIRE & LIFE SAFETY:

Although square footage requirements and use change do not require a new sprinkler system, it is recommended that the building receive an all new sprinkler system as part of the Fire and Life Safety upgrade.

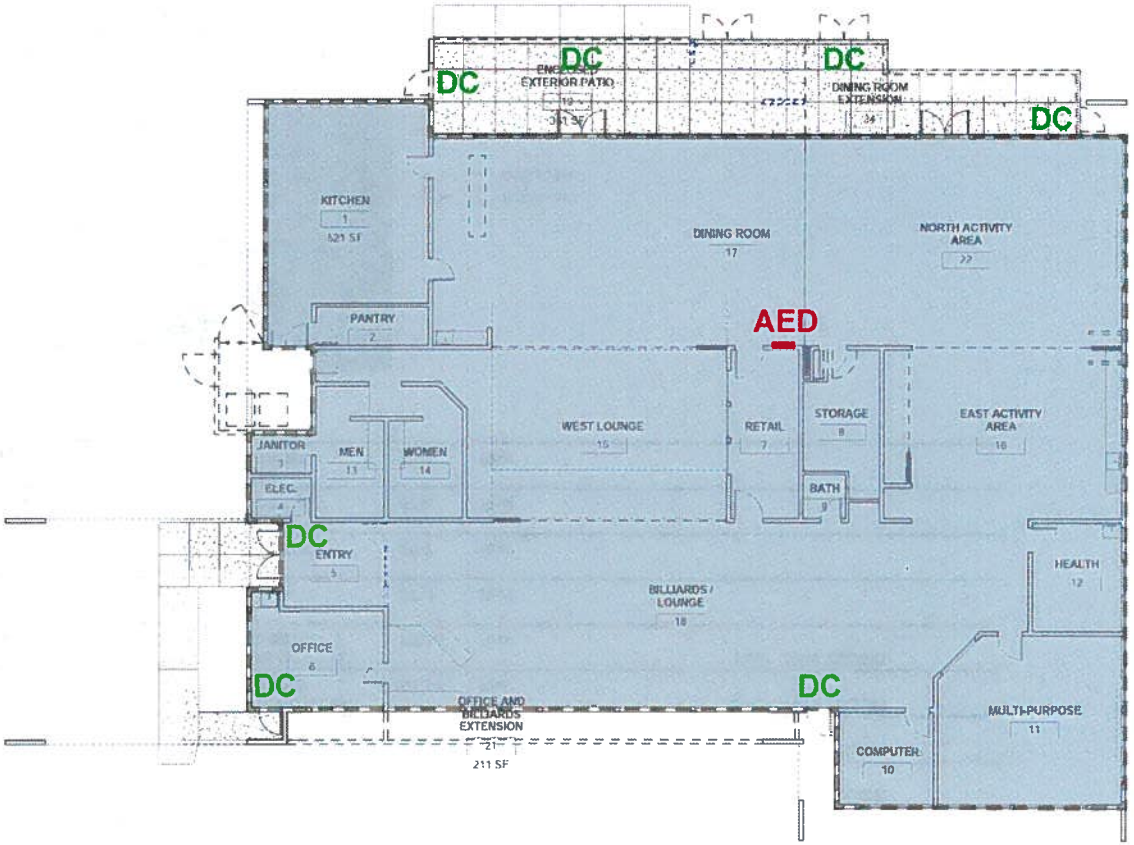
New strobes and horns will be installed throughout the building. Automatic door **closers will be installed on each fire** exit door, and an Automated Electronic **Defibrillator (AED) will be installed on** the South side of the Dining Room.

EXITING REQUIREMENTS:
Exiting code was reviewed and does conform to code with additional exits provided.

AED AUTOMATIC ELECTRONIC DEFIBRILLATOR

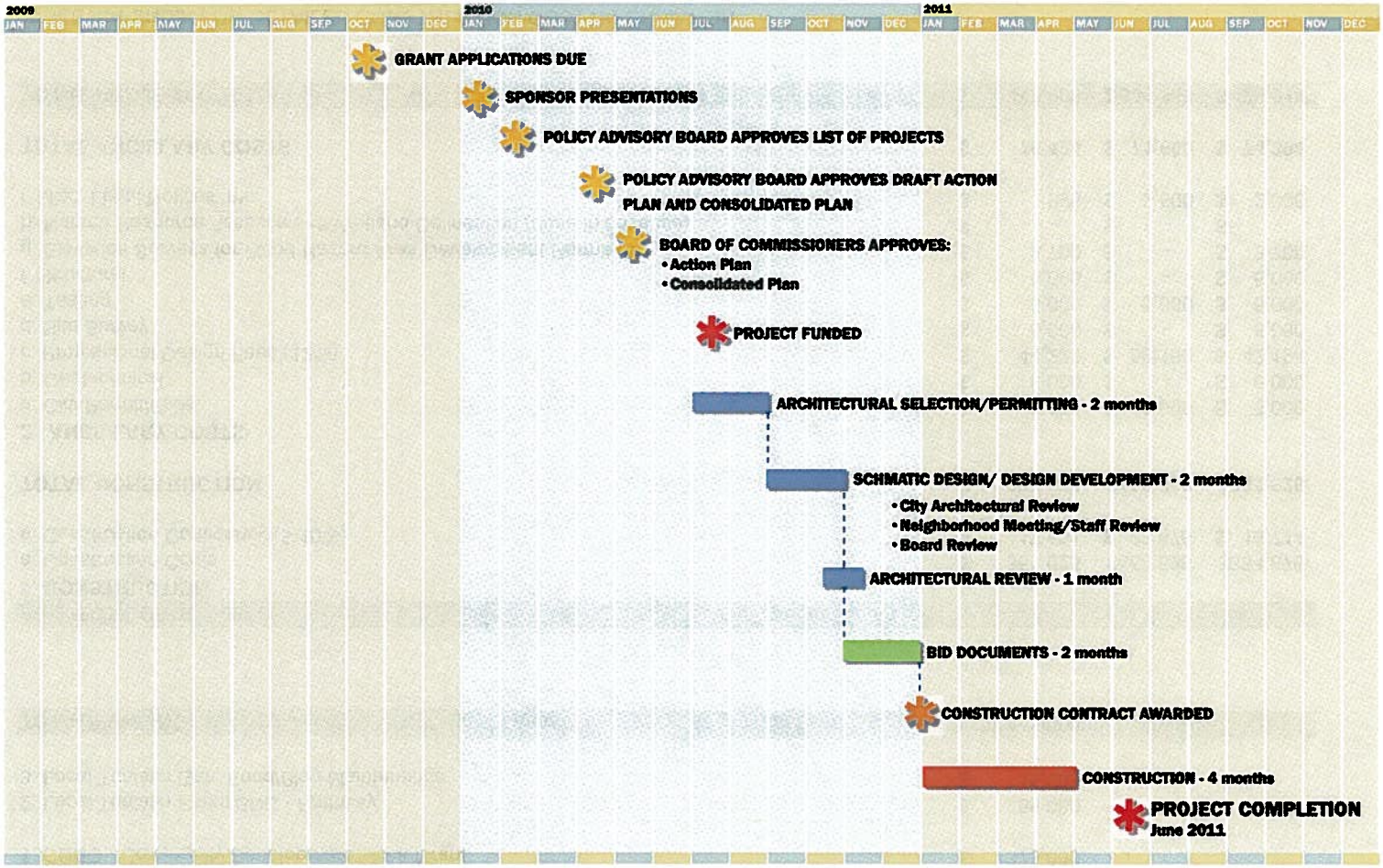
DC REQUIRED AUTOMATIC DOOR CLOSER

EXTENT OF NEW SPRINKLER SYSTEM



Project Schedule

PROJECT SCHEDULE:
The Project Schedule for the Juanita Pohl Center (shown at right) lasts from Fall 2009 **to Summer 2011. Key milestones and time periods are identified to help establish and** maintain goals and schedules throughout the project.



Juanita Pohl Center Addition and Renovation - Phase 1,2 & 3

PROJECT BUDGET

21-Sep-09

PROJECT BUDGET & PHASING:
The Project Estimate (shown right) has the **scope of work identified in the Feasibility** Study divided into three (3) Phases. Construction costs developed by P&C Construction are combined with Ancillary Costs and contingency to calculate Total Project Cost. Escalation is built into the Phase 1 numbers, but it not represented in Phase 2 or Phase 3.

See the appendix for the detailed construction cost estimate.

FUNDING SOURCES	PHASE 1	PHASE 2	PHASE 3
1. CDBG - Community Development Block Grant	$ 375,000		
2. Local Tualatin Parks SDC - Pathway	$ 55,000		
3. Local Tualatin Gen. Fund/Bldg Maintenance	$ 15,000		
TOTAL FUNDING	**$ 445,000**		
PROJECT COSTS			
1. CONSTRUCTION			
a. Construction Costs	$ 351,025	$469,526	$334,876
a. Construction Contigency (5-10%)	$ 17,551	$ 23,476	$ 16,744
TOTAL CONSTRUCTION	**$ 368,576**	**$493,002**	**$351,620**
2. ANCILLARY COSTS			
a. City Permit/Fees	$ 6,500	$ 5,000	$ 5,000
b. Geotechnical	$ 6,000	$ -	$ 6,000
c. Professional Design Fees (12%)	$ 44,229	$ 59,160	$ 42,194
d. Site Survey	$ 5,000	$ -	$ 5,000
e. Testing	$ 5,000	$ 5,000	$ 5,000
f. Structural	$ 5,000	$ -	$ 5,000
g. Elevation Surveys for Flood Hazard Area Development Permit (3)	$ 3,700	$ -	$ 3,700
h. Natural Resource Assessment/ Wetland Delineation (done in advance)	$ -	$ -	$ -
i. Misc. Legal Notices, etc.	$ 995	$ 2,500	$ 2,500
TOTAL ANCILLARY COSTS	**$ 76,424**	**$ 71,660**	**$ 74,394**
TOTAL PROJECT COST	**$ 445,000**	**$ 564,663**	**$ 426,014**

** SEE APPENDIX FOR DETAILED CONSTRUCTION COST INFORMATION

APPENDIX
PROJECT ESTIMATE:
The Project Estimate developed by P&C Construction (shown right) was divided into three (3) phases.

P&C Construction Company

PROJECT: Juanita Pohl Center
LOCATION: Tualatin, Oregon

Prepared By: LJ
Issue Date: 9/21/09

PROJECT SCOPE

REF	DESCRIPTION	ESTIMATED COST	ALLOCATION OF COSTS			REMARKS
			PHASE 1	PHASE 2	PHASE 3	
BUILDING:						
BD1	Relocate garbage and recycling from Kitchen vestibule to a new enclosure to match building with a flat roof, a man-door at the west side, a gate at the north side to close off the area, and lighting.	$18,982	$18,982			
BD2	Remove and replace all existing windows, sills, and blinds.	$94,224		$94,224		
BD3	Remove and replace rotten siding and repaint exterior of building.	$17,396		$17,396		
BD4	Not used.					
BD5	Enclose the exterior patio area and the area north of the dining room per "Interior Option A" to create an interior space, including removal of the existing exterior wall/glazing.	$162,221	$162,221			
BD6	Not used.					
BD7	Enclose the area south of Billiards/Lounge per "Interior Option B" to create an interior space, including removal of the existing exterior wall/glazing.	$80,696			$80,696	
BD8	Provide new building sign and site directional signs - allowance.	$28,709	$19,389		$9,389	
BD9	West Lounge improvements including new carpet, removal of partitions at the north and south sides, provide an acoustically rated operable partition at the north wall, and provide art lighting at the west wall.	$25,873		$25,873		
BD10	Provide new solid surface countertops with integral sinks, new phenolic toilet partitions and grab bars at the Men's and Women's restrooms.	$18,938		$18,938		
BD11	Provide new carpet, solid surface countertop and sink, new base cabinets below the windows at the south wall, and safe at the Director's Office.	$8,938		$8,938		
BD12	Billiards/Lounge improvements including new carpet, a new reception desk and credenza, and new display racks.	$26,894		$26,894		
BD13	Provide new carpet at the Computer Room.	$1,411		$1,411		
BD14	Provide new linoleum at the Multi-Purpose room.	$6,327		$6,327		
BD15	New carpet, countertop and sink, and instant-hot water heater in the Health	$3,373		$3,373		
BD16	East Activity Area improvements including new carpet, removal of the partition at the north side, new acoustically rated operable partitions at the north and south walls, new casework at the east wall, a new solid surface countertop and sink, and a door and shelving at the niche at the southwest corner.	$66,762		$66,762		
BD17	Dining Room improvements including removing the existing accordion door and replacing it with acoustically rated operable partition, a new buffet serving counter, and a new solid surface countertop with integral sink at the southwest corner.	$46,916	$13,968	$32,218		
BD18	Repaint the entire interior of the building.	$19,934			$19,934	
BD19	Main Entry improvements including a new pair of exterior aluminum storefront doors with automatic door operators, demo'ing the interior storefront and wall, new lighting, and new flooring.	$18,371	$18,371			
BD20-A	Replace mechanical unit RTU-1 to comply with current code.	$21,043	$21,043			
BD20-B	Replace mechanical units RTU-3, RTU-4 & RTU-6 to comply with current code.	$64,709		$64,709		
BD21	Provide Cat. 6 cable and outlets at seven locations.	$1,449			$1,449	
BD22	Not used.					
BD23	Lighting upgrades including new ballasts, lamps and lenses at interior fixtures, and new exterior fixtures - allowance.	$27,000	$27,000			
BD24	A/V upgrades including three motorized projection screens, two - 52" flat screen TV's, two portable A/V racks with projectors, and audio upgrades -	$37,200		$37,200		
BD25	Provide a new fire protection system including a new DDCVA, fire riser, fire riser room south of the Director's Office, fire sprinklers throughout the building, and a new fire alarm system.	$115,264			$115,264	
BD26	Door hardware upgrades including new door closers and exit devices - allowance.	$18,200		$18,200		
BD27	Provide new shelving at the Storage room.	$3,276		$3,276		
BD28	Provide new flooring at Retail.	$1,899		$1,899		
BD29	Provide heat booster for dishwasher in Kitchen.	$1,963		$1,963		
BD30	Provide roof screens at four mechanical units.	$48,366	$12,078	$36,288		
	SUBTOTALS - BUILDING:	$814,191	$383,363	$431,328	$227,672	
SITEWORK:						
SW1	Regrade and repave the existing south parking lot including widening the entry drive and flattening the grades.	$186,934			$186,934	
SW2	Landscape improvements at the perimeter of the building - allowance.	$46,200		$46,200		
SW3	Extend the multi-use path approximately 125' to the east property line including extending walks for access from the parking area, environmental mitigation and enhancements, a bench, and signage.	$84,927	$84,927			
SW4	Create a new garden area adjacent to the south side of the building including raised planting beds, gravel paths, fencing, and a hose bibb at the building for manual watering.	$11,825			$11,825	
SW5	Resurface existing asphalt walk between the north and south parking areas.	$2,700	$2,700			
SW6	Provide covered bicycle parking.	$6,804	$6,804			
SW7	Provide new bollard lights at the south parking lot.	$7,345			$7,345	
	SUBTOTALS - SITEWORK:	$341,275	$94,771	$46,200	$127,304	
	PROJECT TOTALS - BUILDING & SITEWORK:	$1,155,466	$391,025	$469,528	$334,976	

PROJECT ESTIMATE:
The Project Estimate developed by P&C Construction is broken down by category to show included scope.

Juanita Pohl Center - Budget Estimate Pricing

Item #	Description	Quantity	Units	Unit Price	R.O.M. Cost
BD1	Relocate garbage and recycling from Kitchen vestibule to a new enclosure to match building with a flat roof, a man-door at the west side, a gate at the north side to close off the area, and lighting.				
	Site demolition/pad prep	144	S.F.	$6.00	$ 864
	Concrete pad	144	S.F.	$6.50	$ 936
	Wood stud walls	24	L.F.	$60.00	$ 1,440
	Wood siding	576	S.F.	$6.00	$ 3,456
	Door, frame and hardware	1	Ea.	$1,400.00	$ 1,400
	Steel gate	1	Ea.	$1,500.00	$ 1,500
	Roof structure	108	S.F.	$15.00	$ 1,620
	Roofing	108	S.F.	$12.00	$ 1,296
	Painting	1	L.S.	$750.00	$ 750
	Lighting	1	L.S.	$500.00	$ 500
					$ 13,782
	Markups (GC's, Bond, Insur., OH&P, Contng., Esc.)			38.00%	$ 5,230
	Item Total				$ 18,992
BD2	Remove and replace all existing windows, sills, and				
	Demo existing windows	1,148	S.F.	$3.00	$ 3,444
	New windows	1,218	S.F.	$40.00	$ 48,720
	Flashings	1	L.S.	$4,500.00	$ 4,500
	Solid surface sills	224	L.F.	$10.00	$ 2,240
	Wall patching	1	L.S.	$750.00	$ 750
	Roller shades	1,078	S.F.	$8.00	$ 8,624
					$ 68,278
	Markups (GC's, Bond, Insur., OH&P, Contng., Esc.)			38.00%	$ 25,946
	Item Total				$ 94,224
BD3	Remove and replace rotten siding and repaint exterior of building.				
	Remove and replace rotten siding	1	L.S.	$1,500.00	$ 1,500
	Replace siding at clerestory	184	S.F.	$9.00	$ 1,656
	Painting	6,300	S.F.	$1.50	$ 9,450
					$ 12,606
	Markups (GC's, Bond, Insur., OH&P, Contng., Esc.)			38.00%	$ 4,790
	Item Total				$ 17,396

BD5	Enclose the exterior patio area and the area north of the dining room per "Interior Option A" to create an interior space, including removal of the existing exterior wall/glazing.				
	Site demolition/pad prep	864	S.F.	$6.00	$ 5,184
	Overexcavation and backfill with structural fill	64	C.Y.	$40.00	$ 2,554
	Demo existing wall	720	S.F.	$3.00	$ 2,160
	New footings	4	Ea.	$750.00	$ 3,000
	Concrete slab-on-grade	864	S.F.	$6.50	$ 5,616
	Shore existing roof joists	80	L.F.	$35.00	$ 2,800
	New steel columns	4	Ea.	$550.00	$ 2,200
	New WF beam at demo'd wall	80	L.F.	$100.00	$ 8,000
	Exterior wall framing	1,000	S.F.	$7.50	$ 7,500
	Roof structure	288	S.F.	$15.00	$ 4,320
	Roofing	288	S.F.	$12.00	$ 3,456
	Wood siding	488	S.F.	$9.00	$ 4,401
	Aluminum storefront	395	S.F.	$40.00	$ 15,400
	Storefront doors	6	Ea.	$2,400.00	$ 14,400
	Gypsum board	489	S.F.	$3.00	$ 1,467
	Drywall patching	1	L.S.	$1,500.00	$ 1,500
	Acoustical ceilings	864	S.F.	$4.50	$ 3,888
	Wood flooring	864	S.F.	$11.00	$ 9,504
	Refinish wood flooring Dining Room	2,236	S.F.	$4.50	$ 10,062
	Painting	1	L.S.	$1,500.00	$ 1,500
	HVAC	864	S.F.	$5.00	$ 4,320
	Lighting	864	S.F.	$5.00	$ 4,320
					$ 117,562
	Markups (GC's, Bond, Insur., OH&P, Contng., Esc.)			38.00%	$ 44,670
	Item Total				$ 162,231
BD7	Enclose the area south of Billiards/Lounge per "Interior Option B" to create an interior space, including removal of the existing exterior wall/glazing.				
	Site demolition/pad prep	256	S.F.	$6.00	$ 1,536
	Overexcavation and backfill with structural fill	19	C.Y.	$40.00	$ 757
	Demo existing wall	576	S.F.	$3.00	$ 1,728
	New footings	3	Ea.	$750.00	$ 2,250
	Concrete slab-on-grade	256	S.F.	$6.50	$ 1,664
	Shore existing roof joists	64	L.F.	$35.00	$ 2,240
	New steel columns	3	Ea.	$550.00	$ 1,650
	New WF beam at demo'd wall	64	L.F.	$100.00	$ 6,400
	Exterior wall framing	590	S.F.	$7.50	$ 4,425
	Wood siding	266	S.F.	$9.00	$ 2,360
	Aluminum storefront	325	S.F.	$40.00	$ 12,980
	Drywall patching	1	L.S.	$1,500.00	$ 1,500
	Acoustical ceilings	256	S.F.	$4.50	$ 1,152
	Flooring	256	S.F.	$4.00	$ 1,024
	Painting	1	L.S.	$1,000.00	$ 1,000
	Lighting	256	S.F.	$5.00	$ 1,280
					$ 43,975
	Markups (GC's, Bond, Insur., OH&P, Contng., Esc.)			38.00%	$ 16,711
	Item Total				$ 60,686

BD8	Provide new building sign and site directional signs - allowance.				
	New building sign - allowance	1	L.S.	$15,000.00	$ 15,000
					$ 15,000
	Markups (GC's, Bond, Insur., OH&P, Contng., Esc.)			38.00%	$ 5,700
	Item Total				$ 20,700
BD9	West Lounge improvements including new carpet, removal of partitions at the north and south sides, provide an acoustically rated operable partition at the north wall, and provide art lighting at the west wall.				
	Demo existing flooring	776	S.F.	$0.95	$ 737
	Demo existing accordion doors	2	Ea.	$500.00	$ 1,000
	Carpet	776	S.F.	$4.00	$ 3,104
	Wall patching	1	L.S.	$780.00	$ 780
	Operable partition	232	S.F.	$45.00	$ 10,440
	Door at operable partition	1	Ea.	$1,500.00	$ 1,500
	Art lighting	1	L.S.	$1,000.00	$ 1,000
					$ 18,531
	Markups (GC's, Bond, Insur., OH&P, Contng., Esc.)			38.00%	$ 7,042
	Item Total				$ 25,573
BD10	Provide new solid surface countertops with integral sinks, new phenolic toilet partitions and grab bars at the Men's and Women's restrooms.				
	Demo existing countertops	12	L.F.	$10.00	$ 120
	Solid surface countertops	12	L.F.	$125.00	$ 1,500
	Wall patching	1	L.S.	$250.00	$ 250
	Toilet partitions	3	Ea.	$1,100.00	$ 3,300
	Urinal screen	1	Ea.	$350.00	$ 350
	Grab bars	4	Ea.	$100.00	$ 400
	Plumbing - Plumb sinks & new faucets	4	Ea.	$500.00	$ 2,000
					$ 7,920
	Markups (GC's, Bond, Insur., OH&P, Contng., Esc.)			38.00%	$ 3,010
	Item Total				$ 10,930
BD11	Provide new carpet, solid surface countertop and sink, new base cabinets below the windows at the south wall, and safe at the Director's Office.				
	Demo existing flooring	204	S.F.	$0.95	$ 194
	Demo existing countertops	4	L.F.	$10.00	$ 40
	Solid surface countertops	4	L.F.	$125.00	$ 500
	Base cabinets w/solid surface countertops	9	L.F.	$225.00	$ 2,025
	Wall patching	1	L.S.	$250.00	$ 250
	Carpet	204	S.F.	$4.00	$ 816
	Safe	1	Ea.	$1,500.00	$ 1,500
	Plumbing - Plumb sinks & new faucets	1	Ea.	$500.00	$ 500
					$ 5,825
	Markups (GC's, Bond, Insur., OH&P, Contng., Esc.)			38.00%	$ 2,213
	Item Total				$ 8,038

BD12	**Billiards/Lounge Improvements including new carpet, a new reception desk and credenza, and new display racks.**				
	Demo existing flooring	1,838	S.F.	$0.95	$ 1,746
	Reception desk	12	L.F.	$400.00	$ 4,800
	Credenza	9	L.F.	$225.00	$ 2,025
	Display racks	1	L.S.	$3,000.00	$ 3,000
	Wall patching	1	L.S.	$500.00	$ 500
	Carpet	1,838	S.F.	$4.00	$ 7,352
					$ 19,423
	Markups (GC's, Bond, Insur., OH&P, Conting., Esc.)			38.00%	$ 7,381
	Item Total				$ 26,804
BD13	**Provide new carpet at the Computer Room.**				
	Demo existing flooring	156	S.F.	$0.95	$ 148
	Wall patching	1	L.S.	$250.00	$ 250
	Carpet	156	S.F.	$4.00	$ 624
					$ 1,022
	Markups (GC's, Bond, Insur., OH&P, Conting., Esc.)			38.00%	$ 388
	Item Total				$ 1,411
BD14	**Provide new linoleum at the Multi-Purpose room.**				
	Demo existing flooring	488	S.F.	$1.25	$ 610
	Wall patching	1	L.S.	$250.00	$ 250
	Linoleum	488	S.F.	$6.00	$ 2,928
					$ 3,788
	Markups (GC's, Bond, Insur., OH&P, Conting., Esc.)			38.00%	$ 1,439
	Item Total				$ 5,227
BD15	**New carpet, countertop and sink, and Insta-Hot water heater in the Health room.**				
	Demo existing flooring	168	S.F.	$0.95	$ 160
	Demo existing countertops	4	L.F.	$10.00	$ 40
	Solid surface countertops	4	L.F.	$125.00	$ 500
	Wall patching	1	L.S.	$250.00	$ 250
	Carpet	168	S.F.	$4.00	$ 672
	Plumbing - Plumb sinks & new faucets	1	Ea.	$500.00	$ 500
	Plumbing - New Insta-Hot	1	Ea.	$250.00	$ 250
					$ 2,372
	Markups (GC's, Bond, Insur., OH&P, Conting., Esc.)			38.00%	$ 901
	Item Total				$ 3,273

BD16	**East Activity Area improvements including new carpet, removal of the partition at the north side, new acoustically rated operable partitions at the north and south walls, new casework at the east wall, a new solid surface countertop and sink, and a door and shelving at the niche at the southwest corner.**				
	Demo existing flooring	880	S.F.	$0.95	$ 627
	Demo existing accordion doors	1	Ea.	$500.00	$ 500
	Demo existing countertops	18	L.F.	$10.00	$ 180
	Structural support for operable partition	45	L.F.	$75.00	$ 3,375
	Base cabinets w/solid surface countertops	18	L.F.	$250.00	$ 4,500
	Upper cabinets	10	L.F.	$135.00	$ 1,350
	Full height cabinet	3	L.F.	$225.00	$ 675
	Shelving	20	L.F.	$25.00	$ 500
	Door, frame & hardware	1	Ea.	$1,200.00	$ 1,200
	Interior partitions	12	L.F.	$65.00	$ 780
	Wall patching	1	L.S.	$750.00	$ 750
	Carpet	660	S.F.	$4.00	$ 2,640
	Operable partitions	360	S.F.	$45.00	$ 16,200
	Door at operable partition	2	Ea.	$1,500.00	$ 3,000
	Plumbing - Plumb sinks & new faucets	1	Ea.	$500.00	$ 500
					$ 36,777
	Markups (GC's, Bond, Insur., OH&P, Conting., Esc.)			38.00%	$ 13,975
	Item Total				$ 50,752
BD17	**Dining Room improvements including removing the existing accordion door and replacing it with acoustically rated operable partition, a new buffet serving counter, and a new solid surface countertop with integral sink at the southwest corner.**				
	Demo existing accordion doors	1	Ea.	$500.00	$ 500
	Demo existing countertops	7	L.F.	$10.00	$ 70
	Sawcut floor slab	10	L.F.	$25.00	$ 250
	Patch slab	10	L.F.	$10.00	$ 100
	Structural support for operable partition	38	L.F.	$75.00	$ 2,850
	Solid surface countertops	7	L.F.	$125.00	$ 875
	Relocate door and frame	1	Ea.	$500.00	$ 500
	Interior partitions	8	L.F.	$65.00	$ 520
	Wall patching	1	L.S.	$750.00	$ 750
	Floor patch	1	L.S.	$500.00	$ 500
	Buffet serving counter	1	L.S.	$10,000.00	$ 10,000
	Operable partition	304	S.F.	$45.00	$ 13,680
	Door at operable partition	1	Ea.	$1,500.00	$ 1,500
	Plumbing - Plumb sinks & new faucets	1	Ea.	$500.00	$ 500
	Electrical - Power to buffet serving counter	1	L.S.	$750.00	$ 750
					$ 33,345
	Markups (GC's, Bond, Insur., OH&P, Conting., Esc.)			38.00%	$ 12,671
	Item Total				$ 46,016

BD18	**Repaint the entire interior of the building.**				
	Painting	8,250	S.F.	$1.75	$ 14,438
					$ 14,438
	Markups (GC's, Bond, Insur., OH&P, Conting., Esc.)			38.00%	$ 5,486
	Item Total				$ 19,924
BD19	**Main Entry Improvements including a new pair of exterior aluminum storefront doors with automatic**				
	Demo storefront/walls	160	S.F.	$3.00	$ 480
	Aluminum storefront	30	S.F.	$40.00	$ 1,200
	Storefront doors	2	Ea.	$2,400.00	$ 4,800
	Automatic door operators	1	Ea.	$4,000.00	$ 4,000
	Wall patching	1	L.S.	$500.00	$ 500
	Flooring	208	S.F.	$4.00	$ 832
	Electrical - Power to door operators	1	Ea.	$500.00	$ 500
	Electrical - Lighting upgrades	1	L.S.	$1,000.00	$ 1,000
					$ 13,312
	Markups (GC's, Bond, Insur., OH&P, Conting., Esc.)			38.00%	$ 5,059
	Item Total				$ 18,371
BD20-A	**Replace mechanical unit RTU-1 to comply with current code.**				
	Replace mechanical unit per estimate from Reitmeier Mechanical	1	L.S.	$13,786.00	$ 13,786
	Structural/Roofing/Electrical - Allowance @ 15%	1	L.S.	$2,065	$ 2,065
					$ 15,830
	Markups (GC's, Bond, Insur., OH&P, Conting., Esc.)			38.00%	$ 6,018
	Item Total				$ 21,848
BD20-B	**Replace mechanical units RTU-3, RTU-4 & RTU-5 to comply with current code.**				
	Replace mechanical units per estimate from Reitmeier Mechanical	1	L.S.	$34,473.00	$ 34,473
	Structural/Roofing/Electrical - Allowance @ 15%	1	L.S.	$5,171	$ 5,171
					$ 39,644
	Markups (GC's, Bond, Insur., OH&P, Conting., Esc.)			38.00%	$ 15,065
	Item Total				$ 54,709
BD21	**Provide Cat. 6 cable and outlets at seven locations.**				
	Data/comm outlets	7	Ea.	$150.00	$ 1,050
					$ 1,050
	Markups (GC's, Bond, Insur., OH&P, Conting., Esc.)			38.00%	$ 399
	Item Total				$ 1,449

Appendix

BD23	Lighting upgrades including new ballasts, lamps and lenses at interior fixtures, and new exterior fixtures - allowance.				
	Allowance	1	L.S.	$20,000.00	$ 20,000
					$ 20,000
	Markups (GC's, Bond, Insur., OH&P, Conting., Esc.)			38.00%	$ 7,600
	Item Total				$ 27,600
BD24	A/V upgrades including three motorized projection screens, two - 52" flat screen TV's, two portable A/V racks with projectors, and audio upgrades - allowance.				
	Allowance	1	L.S.	$27,000.00	$ 27,000
					$ 27,000
	Markups (GC's, Bond, Insur., OH&P, Conting., Esc.)			38.00%	$ 10,260
	Item Total				$ 37,260
BD25	Provide a new fire protection system including a new DDCVA, fire main, fire riser room south of the Director's Office, fire sprinklers throughout the				
	Tap existing water main	1	Ea.	$3,000.00	$ 3,000
	DDCVA	1	Ea.	$15,000.00	$ 15,000
	Fire main	75	L.F.	$45.00	$ 3,375
	Repair landscaping	1	L.S.	$500.00	$ 500
	Site demolition/pad prep	32	S.F.	$6.00	$ 192
	Overexcavation and backfill with structural fill	2	C.Y.	$40.00	$ 95
	Concrete slab-on-grade	32	S.F.	$6.50	$ 208
	Exterior wall framing	120	S.F.	$7.50	$ 900
	Wood siding	120	S.F.	$9.00	$ 1,080
	Door, frame & hardware	1	Ea.	$1,200.00	$ 1,200
	Painting	1	L.S.	$350.00	$ 350
	Wall & ceiling patching	1	L.S.	$3,000.00	$ 3,000
	Oilbrillator	1	Ea.	$2,500.00	$ 2,500
	Fire protection	8,250	S.F.	$4.26	$ 35,063
	Electrical - Wiring to DDCVA and fire riser	1	L.S.	$6,500.00	$ 6,500
	Electrical - Lighting	1	L.S.	$250.00	$ 250
	Electrical - New fire alarm system	8,250	S.F.	$1.25	$ 10,313
					$ 83,525
	Markups (GC's, Bond, Insur., OH&P, Conting., Esc.)			38.00%	$ 31,739
	Item Total				$ 115,264
BD26	Door hardware upgrades including new door closers and exit devices - allowance.				
	Door hardware upgrades - allowance	1	L.S.	$7,500.00	$ 7,500
					$ 7,500
	Markups (GC's, Bond, Insur., OH&P, Conting., Esc.)			38.00%	$ 2,850
	Item Total				$ 10,350

BD27	Provide new shelving at the Storage room.				
	Shelving	95	L.F.	$25.00	$ 2,375
					$ 2,375
	Markups (GC's, Bond, Insur., OH&P, Conting., Esc.)			38.00%	$ 903
	Item Total				$ 3,278
BD28	Provide new flooring at Retail.				
	Demo existing flooring	198	S.F.	$0.95	$ 188
	Wall patching	1	L.S.	$250.00	$ 250
	Carpet	198	S.F.	$4.00	$ 792
					$ 1,230
	Markups (GC's, Bond, Insur., OH&P, Conting., Esc.)			38.00%	$ 467
	Item Total				$ 1,698
BD29	Provide heat booster for dishwasher in Kitchen.				
	Heat booster	1	Ea.	$1,000.00	$ 1,000
	Electrical to heat booster	1	Ea.	$350.00	$ 350
					$ 1,350
	Markups (GC's, Bond, Insur., OH&P, Conting., Esc.)			38.00%	$ 513
	Item Total				$ 1,863
BD30	Provide roof screens at four mechanical units.				
	Structural upgrades as req'd	1	L.S.	$10,000.00	$ 10,000
	Steel supports for mechanical screens	120	L.F.	$110.00	$ 13,200
	Roof patching	28	Ea.	$250.00	$ 7,000
	Metal panels	480	S.F.	$10.00	$ 4,800
					$ 35,000
	Markups (GC's, Bond, Insur., OH&P, Conting., Esc.)			38.00%	$ 13,300
	Item Total				$ 48,300

SW1	Regrade and repave the existing south parking lot including widening the entry drive and flattening the grades.				
	Demo existing pavement	6,804	S.F.	$0.40	$ 2,722
	Excavation and disposal	276	C.Y.	$16.00	$ 4,412
	Rock fill	276	C.Y.	$24.00	$ 6,618
	Fine grading	7,464	S.F.	$0.15	$ 1,120
	Base rock	7,344	S.F.	$1.10	$ 8,078
	Curb excavation	250	L.F.	$5.00	$ 1,250
	Replace catch basin	1	Ea.	$2,200.00	$ 2,200
	A.C. paving	7,344	S.F.	$1.65	$ 12,118
	Striping & stops	1	L.S.	$2,500.00	$ 2,500
	Stairs-on-grade	120	S.F.	$50.00	$ 6,000
	C.I.P. curbs	250	L.F.	$12.00	$ 3,000
	Retaining wall footing	210	L.F.	$40.00	$ 8,400
	Retaining wall	420	S.F.	$36.00	$ 15,120
	Landscape repair	1	L.S.	$3,000.00	$ 3,000
	Guardrails	30	L.F.	$80.00	$ 2,400
					$ 78,937
	Markups (GC's, Bond, Insur., OH&P, Conting., Esc.)			38.00%	$ 29,996
	Item Total				$ 108,934
SW2	Landscape improvements at the perimeter of the building - allowance.				
	Allowance	1	L.S.	$35,000.00	$ 35,000
					$ 35,000
	Markups (GC's, Bond, Insur., OH&P, Conting., Esc.)			38.00%	$ 13,300
	Item Total				$ 48,300
SW3	Extend the multi-use path approximately 128' to the east property line including extending walks for				
	Demo existing pavement	60	S.F.	$2.00	$ 120
	Clear and grub	1,502	S.F.	$0.30	$ 451
	Dispose of spoils	74	C.Y.	$15.00	$ 1,110
	Fine grading	1,562	S.F.	$0.30	$ 469
	Base rock	1,562	S.F.	$1.75	$ 2,734
	Concrete walks	1,562	S.F.	$5.00	$ 7,810
	Retaining wall footing	30	L.F.	$40.00	$ 1,200
	Retaining wall	60	S.F.	$36.00	$ 2,160
	Bench	1	Ea.	$750.00	$ 750
	Landscape improvements	1	L.S.	$5,000.00	$ 5,000
	Environmental mitigation and enhancements	1	L.S.	$15,000.00	$ 15,000
	Signage	1	L.S.	$3,000.00	$ 3,000
					$ 39,803
	Markups (GC's, Bond, Insur., OH&P, Conting., Esc.)			38.00%	$ 15,125
	Item Total				$ 54,927

SW4	**Create a new garden area adjacent to the south side of the building including raised planting beds.**				
	Clear and grub	740	S.F.	$0.50	$ 370
	Dispose of spoils	36	C.Y.	$15.00	$ 547
	Import garden soil	13	C.Y.	$35.00	$ 441
	Crushed rock paths	612	S.F.	$2.25	$ 1,377
	Fencing	80	L.F.	$15.00	$ 1,200
	Gate	1	Ea.	$500.00	$ 500
	Landscape timbers for raised planters	192	S.F.	$12.00	$ 2,304
	Landscape repair	1	L.S.	$500.00	$ 500
	Hose bibb	1	L.S.	$750.00	$ 750
					$ 7,989
	Markups (GC's, Bond, Insur., OH&P, Contng., Esc.)			38.00%	$ 3,036
	Item Total				$ 11,025
SW5	**Resurface existing asphalt walk between the north and south parking areas.**				
	Resurface existing asphalt walk	500	S.F.	$4.00	$ 2,000
					$ 2,000
	Markups (GC's, Bond, Insur., OH&P, Contng., Esc.)			38.00%	$ 760
	Item Total				$ 2,760
SW6	**Provide covered bicycle parking.**				
	Clear and grub	200	S.F.	$1.50	$ 300
	Dispose of spoils	10	C.Y.	$15.00	$ 148
	Fine grading	200	S.F.	$0.30	$ 60
	Base rock	200	S.F.	$1.75	$ 350
	Concrete walks	200	L.F.	$5.00	$ 1,000
	Bike racks	1	L.S.	$1,000.00	$ 1,000
	Bike shelter	1	L.S.	$2,500.00	$ 2,500
	Landscape repair	1	L.S.	$500.00	$ 500
					$ 5,858
	Markups (GC's, Bond, Insur., OH&P, Contng., Esc.)			38.00%	$ 2,226
	Item Total				$ 8,084
SW7	**Provide new bollard lights at the south parking lot.**				
	Bollard lights	7	Ea.	$750.00	$ 5,250
					$ 5,250
	Markups (GC's, Bond, Insur., OH&P, Contng., Esc.)			38.00%	$ 1,995
	Item Total				$ 7,245

Appendix

Approved By Tualatin City Council
Date 9-28-09
Recording Secretary

STAFF REPORT
CITY OF TUALATIN

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Doug Rux, Community Development Director

DATE: September 28, 2009

SUBJECT: ACCEPTANCE OF THE TUALATIN TOMORROW COMMUNITY VISION AND STRATEGIC ACTION PLAN, UPDATED JULY 2009

ISSUE BEFORE THE COUNCIL:
City Council consideration and acceptance of the 2009 update to the Tualatin Tomorrow Community Vision and Strategic Action Plan.

RECOMMENDATION:
The Tualatin Tomorrow Vision Implementation Committee met on June 10, 2009 and voted unanimously to forward the updated 2009 Tualatin Tomorrow Community Vision and Strategic Action Plan to the City Council for acceptance.

Staff recommends that the City Council accept the updated 2009 Tualatin Tomorrow Community Vision and Strategic Action Plan.

EXECUTIVE SUMMARY:

- This is not a public hearing.
- On October 24, 2005, the Tualatin City Council reviewed and approved the proposal for the Tualatin Tomorrow community visioning project, including the scope of work, budget, project schedule and formation of a Tualatin Tomorrow Steering Committee. The project's scope called for delivery of a Vision and Strategic Action Plan, with the Steering Committee as caretakers and custodians, of the community visioning process. Seventeen months later, after several rounds of community review and input, refinements and coordination with

community partners - including the City - the TTSC presented the Community Vision and Strategic Action Plan to the City Council on June 25, 2007.

- Resolution No. 4694-07 was adopted by the City Council on June 25, 2007 establishing the Tualatin Tomorrow Ad Hoc Implementation Committee to operate for six months.
- The Tualatin Tomorrow Vision Implementation Committee (VIC) was established by the City Council on January 14, 2008, with adoption of Resolution No. 4739-08.
- Contained in the framework document creating the VIC, is a requirement to provide an annual progress report to the Tualatin City Council. The most recent report was presented on July 13, 2009.
- Also contained in the framework, is a requirement to recommend, if necessary, proposed changes to the Community Vision and Strategic Action Plan for consideration by the City Council.
- The VIC has identified a number of modifications that are necessary to the Vision and Action Plan Document. The VIC co-chairs informed the City Council on July 13, 2009 that they would be returning to present the suggested modifications.
- No changes are proposed to the Vision Summary or Vision Statements in the document. Any changes to these elements would occur at the five-year review planned for 2012.
- No changes are proposed to the Strategies under the six focus areas. Some Strategies have been relocated from their original focus area to a different focus area for better integration and consistency within the document.
- The primary modifications are relocating actions from one focus area to another, adjusting time horizons to implement an action, wording adjustments to actions based on input from Lead Partners and the Focus Area Leads and identification of new Lead or Supporting Partners.
- In the 2007 version of the document, there was an Appendix titled "Thinking Forward Actions for Future Consideration". This element of the document has been removed and relocated into the various focus areas for better utilization and tracking purposes.
- To assist in tracking the changes, modifications are highlighted in the text. Upon City Council acceptance, these highlighted changes (track changes) will be accepted and a final clean version will be produced. This final document will then be printed for distribution and posted on the Tualatin Tomorrow web site.
- There are no criteria applicable to accepting the updated 2009 Tualatin Tomorrow Community Vision and Strategic Action Plan.

OUTCOMES OF DECISION:

- City Council acceptance of the updated 2009 Tualatin Tomorrow Community Vision and Strategic Action Plan Annual Report fulfills the VIC's requirement to monitor the Plan and make recommendations for modification.
- City Council not accepting the updated 2009 Tualatin Tomorrow Community Vision and Strategic Action Plan means the document will remain as currently written. The VIC could recommend at a later date modifications to the document.

ALTERNATIVES TO RECOMMENDATION:
Alternatives to the VIC and staff recommendations are to:

- Request the VIC modify the Plan and return at a later date with a new presentation.

FINANCIAL IMPLICATIONS:
Funds and staff resources are allocated to the Tualatin Tomorrow project in fiscal year 2009/2010.

PUBLIC INVOLVEMENT:
All VIC meetings are open to the public and appropriate notice has been provided for community input on updating the Tualatin Tomorrow Community Vision and Strategic Action Plan.

Attachments: A. Tualatin Tomorrow Community Vision and Strategic Action Plan, Updated July 2009

envision

Tualatin Tomorrow

Community Vision and Strategic Action Plan

Updated July 2009

ORIGINALLY PREPARED BY ZENN AND ASSOCIATES JUNE 2007

ACKNOWLEDGEMENTS

TUALATIN TOMORROW STEERING COMMITTEE
FEBRUARY 2006 – JUNE 2007

DIANE BONICA, CO-CHAIR
FRANK BUBENIK, CO-CHAIR
STEVE CHRISMAN
JOELLE DAVIS
NETA GEORGE
ALAINA HAHN
CANDICE KELLY
CONNIE LEDBETTER
LARRY MCCLURE
MARIA OLMEDO
SCOTT PETERSON
GARY RUSYNYK
DAVID SIMMONS
DAVE VOLZ
JAY WILCOX

TUALATIN CITY COUNCIL LIAISONS

COUNCILOR CHRIS BARHYTE
COUNCILOR MONIQUE BEIKMAN

PROJECT STAFF

DOUG R. RUX, CITY OF TUALATIN COMMUNITY DEVELOPMENT DIRECTOR
ELIZABETH STEPP, CITY OF TUALATIN SENIOR PLANNER
STEVEN C. AMES, STEVEN AMES PLANNING
MICHAEL DAHLSTROM, ZENN ASSOCIATES
MARTHA GANNETT, GANNETT DESIGN
KATLIN SMITH, URBAN WORDS GROUP
DOUG ZENN, ZENN ASSOCIATES

ACKNOWLEDGEMENTS

Tualatin Tomorrow Steering Committee

Update July 2009

Frank Bubenik, Chair
Candice Kelly, Co-Chair
June Bennett
Ed Casey
Dayna Kam
Kelly King
Connie Ledbetter
Larry McClure
Rina Minato
Linda Moholt
Beth Roach
Ben Roberson
Alex Schrimp
Karen Solano
Ashley Thiessen
Bethany Wurtz

Tualatin City Council Liaisons

Councilor Chris Barhyte
Councilor Monique Beikman

Project Staff for City of Tualatin

Doug Rux, Community Development Director
Carol Rutherford, Office Coordinator
Margie Bradley, Tualatin Tomorrow Champion

Tualatin Tomorrow Vision and Action Plan
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Background

This document contains Tualatin Tomorrow's Community Vision and Strategic Action Plan. It is the culmination of 17 months of work (February 2006 – June 2007) that included the donated time, effort and creativity of hundreds of community members.

Led by the original Tualatin Tomorrow Steering Committee, the process featured hands-on community workshops for vision development and action planning. It included two community events to get feedback on project progress and the first Tualatin Tomorrow Town Hall, in which more than 260 community members participated.

On January 14, 2008, the Tualatin City Council unanimously passed a resolution authorizing the formation of the Community driven and City supported Vision Implementation Committee (VIC). In addition, a VIC Steering Committee (VICSC) was also formed.

Introduction

This Community Vision and Strategic Action Plan is intended as a living, dynamic document. Using the Community Vision as a guide, the Strategic Action Plan is being updated to reflect progress on Actions and amended to ensure progress on Strategies.

The Tualatin Tomorrow Vision Implementation Steering Committee (VIC SC) created a framework for implementation including the formation of a Vision Implementation Committee (VIC). The Steering Committee believes that it is essential that the momentum gained over the original 17 months by the Tualatin Tomorrow project, made possible by the generous funding from the City of Tualatin, be sustained. Toward fulfilling this purpose and providing the opportunity for early successes, the Vision Implementation Committee met over the next few months and created the process below.

Framework for Implementation

The Vision Implementation Committee, which includes a mix of community members and lead partners, meets at regular periodic intervals to monitor and assess the progress on each of the actions in the Strategic Action Plan. The Vision Implementation Committee works to maintain progress on the Strategic Action Plan strategies and foster awareness of the Community Vision and Strategic Action Plan among the broader community.

Additionally, this group oversees a periodic "check-in" with the broader Tualatin community to ensure that the Vision and Action Plan remains up-to-date and relevant. This includes an annual event, such as the Tualatin Tomorrow Yearly Town Hall Event.

Tualatin Tomorrow's Community Vision and Strategic Action Plan has six components that cover:

- **How We Live and Learn**
  Arts, Culture, Education, Youth and Family Activities

- **How We Plan and Grow**
  Growth, Housing and Town Center

- **How We Decide**
  Governance, Leadership and Community Engagement

- **How We Care for One Another**
  Health, Safety and Social Services

- **How We Connect with Nature**
  Parks, Recreation and Natural Areas

- **How We Get Around**
  Traffic, Transportation and Connectivity

The following sections include the summary vision along with the specific vision statements for each of these six focus areas.

Vision Summary

In Tualatin tomorrow, we envision a community that proudly maintains its small-town feel and distinct identity. While our city has grown as a vital part of the region and its economy, we have retained our sense of place, affordability and family-friendly atmosphere.

- Arts and culture, education and community activities include the entire community and provide opportunities for youth.
- We have revitalized our town center and increased housing choices by carefully planning for new growth and development.
- Our parks, protected open spaces, waterways and wetlands, and beautiful canopy of trees have enhanced our environment and increased recreational opportunities.
- Residents are safe and healthy, and supported by strong law enforcement, comprehensive social services and accessible health care.
- We have promoted greater mobility by improving traffic flow, increasing transit choices, and providing for pedestrian- and bicycle-friendly walkways and streets.
- Governance is guided by a shared vision, proactive leadership and engaged citizens.

Tualatin tomorrow is a complete community – a place where children thrive and people connect, neighbors know and care for one another, and community members are proud of their city and a quality of life that is second to none.

Vision Statements

HOW WE LIVE AND LEARN
Arts, Culture, Education, Youth and Family Activities

In the Year 2030, Tualatin is a welcoming community which encourages connections between all its residents. The community appreciates and celebrates its diverse population and provides a creative, thriving environment for all.

Tualatin values quality education and offers neighborhood schools that provide excellent educational opportunities, strengthening local neighborhoods. Tualatin schools are among the best in the nation. Lifelong learning opportunities and English classes for non-native learners enrich the entire community.

The community has multiple neighborhood centers which create gathering spots and foster interaction between neighbors. Accessible senior centers provide diverse programming while encouraging senior involvement in the broader community. Parks, the library and other public facilities offer opportunities for community affiliation.

Tualatin residents enjoy a variety of cultural activities in a performing arts center and other venues. An active arts commission offers a wide range of cultural programming. Recreational activities are available for all residents including teen and family offerings.

Tualatin residents enjoy a sense of identity and a rich quality of life created by meaningful community connection

HOW WE PLAN AND GROW
Growth, Housing and Town Center

In the Year 2030, Tualatin has maintained a strong community identity while successfully managing new growth and development. A dynamic growth strategy and plan for development have promoted growth choices that fit community values and priorities, while benefiting local neighborhoods, businesses, schools, parks, and roads.

The City of Tualatin has worked collaboratively with other local and regional governments, expanding its urban planning area as appropriate, and managing the impacts of UGB expansion to protect community and environmental assets. The City has also planned carefully to address the costs of new growth and needed infrastructure.

Tualatin has diversified its supply of housing, providing a range of housing choices and affordability to meet the needs of its changing population. Tualatin town center has preserved its best historical features while incorporating new mixed-use development, including high-density housing, a full complement of services, commercial and retail development, and amenities that accommodate pedestrians and bicyclists as well as cars.

Good urban design is an important part of Tualatin, with flexible standards that promote an attractive, well-functioning community, including appropriate mixed-used development, small, pedestrian-oriented neighborhood commercial centers, beautiful, tree-lined streetscapes, and community 'gateway' entrances that strengthen local identity.

Tualatin has a thriving local economy that attracts businesses which fit well into the community, providing living wage jobs and supporting small businesses, while encompassing high-end retail development that offers better choices to shoppers and supports the local tax base.

HOW WE DECIDE
Governance, Leadership and Community Engagement

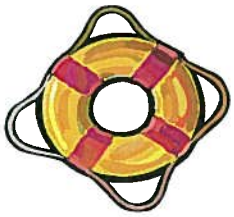
In the Year 2030, local government in Tualatin helps citizens understand the forces of change, and works with them to promote flexibility and creativity in planning for the future. The City of Tualatin has clear procedures to ensure its vision and plans are funded and implemented.

Tualatin's elected leaders are qualified, competent and representative of the wider community, and committed to open, transparent leadership and clear communication with City staff and citizens. The City maintains its commitment to provide the best possible public services at the lowest possible cost. It has put in place a comprehensive strategy to work efficiently and effectively within a two-county system and is a good neighbor to surrounding cities.

Tualatin builds on its identity as a family-friendly community with services and amenities that support local families. The City works to keep all community members informed through regular sources of information. Local government and citizens work together to promote clear, consistent communication. People who live and work in Tualatin feel a sense of ownership and responsibility to the community. They actively invest their time, energy and resources to help maintain the community's quality of life.

City government reflects the growing diversity of the community and residents feel invited and included in the governance process regardless of their differences. The City works to ensure its diverse populations receive necessary services. Non-English speaking community members have established easy-to-understand avenues to express their needs and concerns.

Local businesses in Tualatin are an integral part of the community, supporting community events, and working to maximize their positive impacts on the community's environment and livability. Tualatin supports its local businesses and works to attract new businesses that enhance local services while supporting local values and qualities.



HOW WE CARE FOR ONE ANOTHER
Health, Safety and Social Services

In the Year 2030, Tualatin is a safe and healthy community. Tualatin residents know and take care of their neighbors.

Tualatin has an accessible social service system for community members. All Tualatin residents have access to affordable health care and work to stay healthy. Translation services are available for non-English speaking residents. Tualatin cares for all residents and provides access for housing, transportation, social services and cultural activities. Faith-based and other community organizations work together to help meet community needs.

Tualatin is a safe city with crime under control. Youth participate in programs that counteract attraction to gang affiliation and graffiti. Law enforcement and social service agencies have adequate funding to reduce crime.

Tualatin implements an effective plan to meet the emergency needs of the homeless and transition them into housing. The community provides local solutions for its residents who live in poverty.

HOW WE CONNECT WITH NATURE
Parks, Recreation and Natural Areas

In the Year 2030, Tualatin is a city recognized for its parks, trails and natural areas. Open spaces are abundant. Wetlands and other sensitive natural areas are protected and restored. Tualatin continues to be lauded as a City of Trees due to its lush tree canopy.

Sound, comprehensive planning lays the groundwork for Tualatin's quality natural environment. Land use regulations contribute to the quality of Tualatin's waterways. The community encourages and enforces high environmental standards.

Parks and recreation plans ensure that Tualatin residents enjoy a high quality of life while preserving the environment. Tualatin's parks and trails are natural, inviting and well-used. Sports and recreation users of all ages and backgrounds have diverse facilities available. Tualatin is both nature- and people-friendly.

HOW WE GET AROUND
Traffic, Transportation and Connectivity

In the Year 2030, Tualatin has a fully "multi-modal" transportation system that employs automobiles, buses, trains, walking and bicycles, to serve the community's mobility needs. Improved roadway connections help link all parts of the community, and public access to key public services has greatly improved through careful planning of new development, pedestrian amenities, parking, and connections to bicycle routes and mass transit, and other measures.

Tualatin's traffic management system optimizes signals and mass transit for better traffic flow, while commercial and industrial traffic has benefited from special routes and lanes, roadway improvements, and other measures. Traffic enforcement and speed limits encourage safe driving, and various traffic reduction measures have helped reduce the number of vehicular trips.

The long-planned I-5/99W Connector has been fully developed, separating commuter and regional commercial-industrial traffic from local traffic, and reducing congestion and "cut-through" traffic. Tualatin residents also benefit from improved access to freeways. Local roads are well-maintained with an emphasis on roadside landscaping.

Tualatin has strengthened its regional transit linkages, with better access to downtown Portland and other regional centers through commuter rail and buses. Tualatin has also improved pedestrian and bicycle access throughout the city, establishing a network of safe, well-designed pedestrian routes and crossings, as well as a comprehensive system of bike routes and lanes citywide

Strategic Action Plan: A Brief Guide

The following Tualatin Tomorrow Strategic Action Plan is a reflection of the Tualatin community's dedication and commitment to achieving its vision for the future. Development of the plan represents hundreds of community volunteer hours, resulting in a series of strategies and corresponding actions to be led by local government, business and community groups. Collectively, these actions should move the community closer to its vision for the year 2030. As a 'living' plan, the plan will be updated periodically to reflect changes in the community.

The Tualatin Tomorrow Strategic Action Plan covers six key focus areas:

- **How We Live and Learn** Page
  Arts, Culture, Education, Youth and Family Activities (ACE*)
- **How We Plan and Grow** Page
  Growth, Housing and Town Center (GHT*)
- **How We Decide** Page
  Governance, Leadership and Community Engagement (GLC*)
- **How We Care for One Another** Page
  Health, Safety and Social Services (HSS*)
- **How We Connect with Nature** Page
  Parks, Recreation and Natural Areas (PRN*)
- **How We Get Around** Page
  Traffic, Transportation and Connectivity (TTC*)

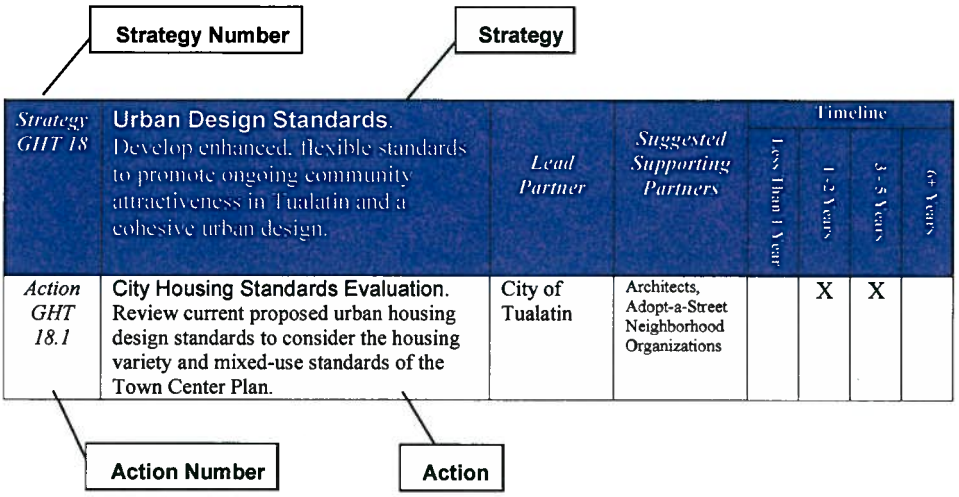
**These acronyms are used in the Strategic Action Plan to denote their respective focus areas.*

The Strategic Action Plan is a "living" document, developed by the community, with actions further refined through conversations with Lead Partners and the wider community. It is a long-term plan.

The following Action Plan contains several Strategies for which there are no supporting Actions. These Strategies are included as placeholders for future consideration. Some Actions suggested by the community do not have Lead Partners at this time. They too are included as placeholders for future consideration.

The following page contains a labeled example from the Strategic Action Plan showing how it is organized, and includes explanations of the different elements.

Example from the Strategic Action Plan



The Strategic Action Plan contains elements critical to the plan's successful implementation. These elements are organized into a framework, shown above.

What These Elements Mean

The **Strategies** are drawn directly from the community's vision statements. Each **Strategy** is intended to correspond to a major community initiative. Many of the Strategies have one or more **Actions.** Actions are tasks intended as steps to achieve their respective Strategy.

The **Lead Partners** identified in the plan are key community stakeholder groups that have agreed to assume responsibility (or take a leading role) in implementing one or more Actions. For an Action, the Lead Partner may or may not work with one or more Supporting Partners to implement the Action. **Supporting Partners** are organizations, agencies or groups that *may* serve as a resource to the Lead Partner in implementing that Action.

The Strategic Action Plan includes four possible implementation periods under **Timelines.** An Action can begin in one period and be completed later, or may be seen as an ongoing activity once it is started. In such cases more than one period has been selected.

As a "living" document, this Strategic Action Plan is designed for community review about every five years. At that time, an updated progress report could be presented, completed Actions will be taken out and new Actions that support Tualatin's Vision and Action Plan Strategies may be added.

HOW WE LIVE AND LEARN – Arts, Culture, Education, Youth and Family Activities

Education

Strategy ACE 1	**Quality School Facilities.** Develop schools and excellent facilities for all grades. Promote more effective school and government communications that result in proactive planning for growth and appropriate capacity.	*Lead Partner*	*Suggested Supporting Partners*	Timeline: Less Than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
Action ACE 1.1	**Schools Inventory and Gap Analysis.** Conduct on-going evaluations of Tualatin Schools' facilities as part of a school district wide effort. Evaluations include: • Facility internet access • ADA accessibility • Performing arts capacity • Community (non-school) activities utilization (joint use or rental fee) • Facility utilization as lifelong learning centers. *(For similar or related Actions, see also GLC 7.1)*	Tigard-Tualatin School District	City of Tualatin, neighborhood associations, parent-student organizations	X	X	X	X

Strategy ACE 2	**Excellent School System.** Establish Tualatin schools as among the best in the nation, including highly-qualified teachers, and programs and standards that help students of all socio-economic backgrounds excel.	*Lead Partner*	*Suggested Supporting Partners*	Timeline: Less Than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
Action ACE 2.1	**Community Educational Challenge Group.** Convene a group of representative community members annually to advise Tigard-Tualatin School District on matters of budget, programs and visioning.	Tigard-Tualatin School District	School board, PTA, parent-student organizations, Chamber of Commerce, Sherwood School District, Lake Oswego School District, West Linn School District	X	X	X	X

Education, continued

Strategy ACE 3	**Local Higher Education.** Strengthen higher education in Tualatin, including workforce development and English language skills, through the development of satellite campuses and related educational offerings.	*Lead Partner*	*Suggested Supporting Partners*	Timeline			
				Less Than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
Action ACE 3.1	**Workforce Evaluation and Training.** Evaluate workforce trends and training opportunities to inform local businesses, school districts and workforce development agencies including: • Analyzing workforce demand, workforce supply and workforce trainings for high growth, high demand occupations • Projecting future need and providing gap analysis of workforce supply and demand • Providing resources such as "50 Top Jobs", "Portland Metro Apprenticeship Guide" and "Workforce Supply/Demand Analysis" at www.worksystems.org.	Worksystems Inc.	Portland Community College, Portland State University, University of Phoenix, Local Union 290	X	X		
Action ACE 3.2	**ESL Classes.** Develop additional locations within Tualatin to provide English-as-a-second-language (ESL) classes. This Action moved from the Thinking Forward/ Parking Lot – not a change	Need Lead Partne PCC					
Action ACE 3.3	**Satellite College Campuses.** Encourage local colleges, Portland Community College for example, to provide satellite classes in Tualatin. Provide internship and cooperative education opportunities with Tualatin businesses and agencies. This Action moved from the Thinking Forward/ Parking Lot – not a change	Need Lead Partner PCC	Oregon Employment Department (WorkSource Division), Local Union 290				
Action ACE 3.4	**PCC Shuttle.** Develop a shuttle service between Tualatin Park & Ride lots and Portland Community College's Sylvania Campus . **Moved to TTC 1.4** This Action moved from the Thinking Forward/ Parking Lot – not a change	Need Lead Partner	TriMet, Portland Community College				

Education, continued

Strategy ACE 4	Lifelong Learning Opportunities. Promote year-round, lifelong learning opportunities for all Tualatin residents regardless of age, culture, income or ethnicity.	*Lead Partner*	*Suggested Supporting Partners*	Timeline			
				Less Than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
Action ACE 4.1	**Community Information Sharing.** Develop public and private venues to allow community members and groups to share information such as: • Information sharing forums among community groups and organizations • Identifying and publishing available places where community members in Tualatin can meet.	City of Tualatin	Historical Society, Library, Tualatin Chamber of Commerce, Tigard-Tualatin School District, West Linn School District, Lake Oswego School District, Sherwood School District, service organizations	X			
Action ACE 4.2	**Scholarship Opportunities Clearinghouse.** Tigard-Tualatin School District provides scholarship information through the Tualatin High School Counseling Office. Opportunities include those available through the Tigard Tualatin School Foundation.	Tigard-Tualatin School District	Tigard Tualatin School Foundation	X	X	X	X
Action ACE 4.3	**Educational Needs Assessment.** Conduct a community-wide educational needs assessment to identify specific groups by age, location, ethnicity, etc., that have specific educational needs. This Action moved from the Thinking Forward/ Parking Lot – not a change	Need Lead Partner	City of Tualatin, Portland Community College, local businesses, Tigard Tualatin School District, West Linn School District, Lake Oswego School District, Sherwood School District				
Action ACE 4.4	**Children's Museum.** Explore development or redevelopment of a facility into a children's museum such as Tualatin Elementary School. Create a taskforce to discuss redevelopment issues and opportunities with the Portland Children's Museum. This Action moved from the Thinking Forward/ Parking Lot – not a change	Need Lead Partner					

Education, continued

Strategy ACE 5	**Accessible English Classes.** Make language training classes available and accessible to all Tualatin residents, including English as a Second Language (ESL) courses and as Spanish language courses for local students and business.	*Lead Partner*	*Suggested Supporting Partners*	Timeline			
				Less Than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
Action ACE 5.1	**Student Spanish Language Opportunities.** Tigard-Tualatin School District provides on-going student opportunities to expand their Spanish language capabilities through: • Continuing/expanding opportunities for Spanish language students to speak with native speakers, such as El Central Latino at Tualatin High School • Exploring opportunities for Spanish language students to tutor community members wanting to learn English, as a second language. *(For similar or related Actions, see also GLC 17.1)*	Tigard-Tualatin School District		X	X	X	X
Action ACE 5.2	**ESL Barriers Assessment.** Determine existing barriers to the community's access to English and English as a Second Language (ESL)classes, and create an action plan to prioritize and mitigate these barriers This Action moved from the Thinking Forward/ Parking Lot – not a change	Need Lead Partner					
Action ACE 5.3	**ESL Classes.** Create and promote a listing of resources, including English or English as a Second Language (ESL) classes, available to the community. Provide convenient access to the resource list such as at the Tigard Tualatin Family Resource Center website: www. ttfrc.org/. This Action moved from the Thinking Forward/ Parking Lot – not a change	Need Lead Partner	Portland Community College, churches, local businesses, senior center, Chamber of Commerce, West Linn School District, Lake Oswego School District, Sherwood School District	X	X	X	X
Action ACE 5.4	**Business Oriented Spanish Language Courses.** Assess community need/desire and if appropriate, explore, with other educational partners, development of business-oriented Spanish language classes. This Action moved from the Thinking Forward/ Parking Lot – not a change	Need Lead Partner	Portland Community College, Tigard-Tualatin School District				

Community Facilities

Strategy ACE 6	**Activity Venues.** Develop public and private venues that provide multi-purpose accommodations for a variety of activities, resources and services, meeting the needs of the community.	*Lead Partner*	*Suggested Supporting Partners*	Timeline: Less Than 1 Year	Less Than 1 Year	Less Than 1 Year	Less Than 1 Year
Action ACE 6.1	**Performing Arts Center.** Develop a comprehensive plan for a community Performing Arts Center including: • Establishing a steering committee • Identifying existing facilities • Conducting a feasibility study • Identifying key funding sources • Soliciting corporate sponsorship. This Action moved from the Thinking Forward/ Parking Lot – not a change	Need Lead Partner	Arts Advisory Committee, Rotary, Chamber of Commerce, Tigard-Tualatin School District, neighboring cities				

Strategy ACE 7	**Neighborhood Community Centers.** Promote the development of year-round, neighborhood-based community centers that are vibrant gathering spots, providing theater, art, children's art displays, meeting rooms and other amenities that build neighborhood cohesiveness.	*Lead Partner*	*Suggested Supporting Partners*	Timeline: Less Than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
Action ACE 7.1	**Facilities Use Action Plan.** Revisit and expand the City's 'space needs analysis' of existing facilities and include community input for future and present needs, target specific populations. This Action moved from the Thinking Forward/ Parking Lot – not a change	Need Lead Partner	City of Tualatin, Tigard Tualatin School District, Heritage Center, Tualatin Arts Advisory Committee				
Action ACE 7.2	**Indoor Gathering Places.** Create indoor and/or weather-protected community gathering places. This Action moved from the Thinking Forward/ Parking Lot – not a change	Need Lead Partner					

Strategy ACE 8	**Accessible Public Facilities.** Ensure that all of Tualatin's public facilities (including parks, library, city hall, indoor recreation center) are safe, accessible, welcoming, adequately sized and numerous enough to serve a growing community.	*Lead Partner*	*Suggested Supporting Partners*	Timeline: Less Than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
Action ACE 8.1	**Transit Expansion.** Expand and enhance Tualatin's public transportation options within the scope of TriMet's Transit Investment Plan (TIP). Transit expansion will occur as funding is available. **Moved to TTC 1.3**	TriMet	City of Tualatin, Westside Transportation Alliance				X
Action ACE 8.2	**Community School Models.** Provide access to school facilities for Tualatin community members during non-school hours.	City of Tualatin	Tigard Tualatin School District, West Linn School District, Lake Oswego School	X	X	X	X

			District, Sherwood School District				

Community Facilities, continued

Strategy ACE 9	**Senior Centers and Activities.** Promote accessible senior centers that offer a diverse range of programs and services. Integrate senior activities into broader community offerings.	*Lead Partner*	*Suggested Supporting Partners*	Timeline: Less Than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
Action ACE 9.1	**Program Needs Assessment.** Conduct an assessment of current senior programs activities in the community and determine gaps (such as; accessibility, programs, outreach and public perception) in offerings. Identify potential participants and develop plan to address gaps including: • Addressing gaps in transportation, class offerings, outreach programs, image and American with Disabilities Act accessibility • Exploring development of a facility for senior programs (55 year old and older). This Action moved from the Thinking Forward/ Parking Lot – not a change	Need Lead Partner Need Lead Partner	Loaves and Fishes, churches, library, apartment managers, assisted care living centers, Meridian Park, Hospitals, Kaiser and other local medical clinics, Tualatin-Durham Senior Center, Tualatin Arts Advisory Committee				

Strategy ACE 10	**Excellent Library.** Expand and enhance Tualatin's award-winning library, increasing it's access, resources and services to meet the needs of a growing community.	*Lead Partner*	*Suggested Supporting Partners*	Timeline: Less Than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
Action ACE 10.1	**Funding Support.** Explore long-term private funding strategies or endowments for the Library to ensure its viability over time.	Library Advisory Committee Tualatin Library Foundation	City of Tualatin, Friends of the Library, School Outreach Action Committee			X	
Action ACE 10.2	**Mural Project.** Explore public and private locations for murals with good community visibility, for example, creating a mural depicting the library's value to the community.	Tualatin Arts Advisory Committee	Library Advisory Committee				

Cultural Opportunities

Strategy ACE 11	**Accessible Community Activities.** Promote broader community access to and participation in Tualatin's school programs, arts and cultural organizations and family and youth activities.	*Lead Partner*	*Suggested Supporting Partners*	Timeline: Less Than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
Action ACE 11.1	**Participation Barriers.** Identify barriers to broad public participation in community events. Explore options to improve accessibility and participation.	City of Tualatin	Chamber of Commerce, churches, social services groups		X	X	

Cultural Opportunities, continued

Strategy ACE 12	Enhanced Performing Arts. Promote and enhance the performing arts in Tualatin, including the development of a performing arts center that serves as a resource and magnet for live performances from plays and concerts, from independent film screenings to lectures and beyond.	*Lead Partner*	*Suggested Supporting Partners*	Timeline			
				Less Than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
Action ACE 12.1	**Community Theater/Public-Private Partnership.** Continue and expand Tigard-Tualatin School District (TTSD) partnership with the City of Tualatin to provide Tualatin High School Theater for non-school community use such as children's theater and performances by local professional theater companies. Community use of facilities to follow TTSD cost-neutral structure (no cost to TTSD for operations). ~~*(For similar or related Actions, see also:*~~ **Moved from PRN 16.2**~~)~~	Tigard-Tualatin School District	Heritage Center, Lumiere Players, other performing groups, City of Tualatin	X	X	X	X
Action ACE 12.2	**Arts Outreach.** Utilize outreach venues, to inform the community of art events available throughout the city, including public/private/commercial performances and exhibits. Publish such information on a regular basis in venues such as: • Tualatin Times "Art Beats" column • Oregonian • School newsletters (public and private) • Email-trees.	Tualatin Arts Advisory Committee	Lakewood Theater, Broadway Rose, Lumiere Players, Tigard-Tualatin School District, Community newspapers			X	
Action ACE 12.3	**Performance Sponsorship.** Develop sponsorships to promote and fund community performances.	Tualatin Arts Advisory Committee	Tigard-Tualatin School District	X	X	X	X
Action ACE 12.4	**Performing Arts Space.** Conduct a feasibility study to acquire the Tualatin Elementary School facility and convert it into a fine and performing arts venue. Based on the results of this study, consider establishing a community-wide capital campaign for a facility conversion program.	Need Lead Partner Needs Lead Partner					

Cultural Opportunities, continued

Strategy ACE 13	**Active Arts Commission.** Support and enhance Tualatin Arts Commission in providing a wide range of community-based arts programming in diverse local venues.	*Lead Partner*	*Suggested Supporting Partners*	Timeline			
				Less Than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
Action ACE 13.1	**Community Arts.** Develop approaches to expand and support the arts in Tualatin including: • Developing and adopting a broader definition of arts to include music and theatre to be incorporated into all City arts-related programs and committees • Creating an 'Arts Showcase' that describes all community arts groups • Developing partnerships between the Tualatin Arts Commission and other community arts groups/patrons • Creating a public arts plan for the City of Tualatin. Consider creating a City staff position to lead development and implementation of the plan • Studying other local one-percent-for-art programs, and establish a local one percent for the arts funding program designed to fit specific needs and opportunities in Tualatin • Improving signage for Tualatin's Art Walk.	Tualatin Arts Advisory Committee	Lumiere Players, music teachers, Heritage Center, Regional Arts & Culture Council, art galleries	X	X	X	X
Action ACE 13.2	**Summer Arts Festival.** Create a Summer Arts Festival component of ArtSplash.	Tualatin Arts Advisory Committee	Lumiere Players, music teachers, Heritage Center, Regional Arts & Culture Council, art galleries	X	X	X	X

Youth

Strategy ACE 14	**Active Teens.** Promote organized teen activity in Tualatin, including participation in teen center programs, activities and other offerings.	*Lead Partner*	*Suggested Supporting Partners*	Timeline			
				Less Than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
Action ACE 14.1	**Program Expansion.** Expand teen center program offerings to include additional classes and activities such as: sports, hobbies, fine and performing arts, bowling and billiards.	City of Tualatin	Tualatin Arts Advisory Committee		X		

Youth, continued

Strategy ACE 15	Youth Engaged in Civic Activities. Support and expand active youth involvement in City decision-making in Tualatin through continued participation in the Youth Advisory Council and other city committees and commissions.	*Lead Partner*	*Suggested Supporting Partners*	Timeline			
				Less than 1 Year	1 - 2 Years	3 - 5 Years	6 + Years
Action ACE 15.1	**Expand Youth Advisory Council.** Encourage all City committees to include youth on their advisory committee, to incorporate youth voices and perspectives, and provide youth with the opportunity to be actively involved in planning and decision-making. This Action moved from the Thinking Forward/ Parking Lot – not a change	Need Lead Partner			X		

Volunteerism

Strategy ACE 16	**Citywide Volunteer Involvement.** Develop a citywide system for recruiting and coordinating volunteers from all Tualatin residents, encouraging diverse involvement in the community.	*Lead Partner*	*Suggested Supporting Partners*	Timeline			
				Less Than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
Action ACE 16.1	**Volunteer Learning Opportunities.** Partner with Portland Community College, Tualatin High School and other appropriate entities, to encourage and promote volunteer opportunities for Tualatin community members in the City of Tualatin.	City of Tualatin	Portland Community College, Tualatin High School, Boy Scouts of America, community organizations, Chamber of Commerce, service organizations, regional volunteer organizations, Tualatin Heritage Center	X	X	X	X
Action ACE 16.2	**Volunteermatch.com.** Explore the use of a website, such as www.volunteermatch.com to promote opportunities to volunteer with the City of Tualatin.	City of Tualatin	Portland Community College, Tualatin High School, Boy Scouts of America, community organizations, Chamber of Commerce	X			
Action ACE 16.3	**Diversify Volunteer Pool.** Expand outreach efforts to solicit volunteers from a broader representation of Tualatin's diverse cultures.	City of Tualatin	Portland Community College, Tualatin High School, Boy Scouts of America, community organizations, home schools, Chamber of Commerce, Tualatin River National Wildlife Refuge, Raindrops to River		X		

Sense of Community

Strategy ACE 17	**Public Communications.** Promote strong public communications by the City of Tualatin that keeps residents connected and informed about events, activities and services.	*Lead Partner*	*Suggested Supporting Partners*	Timeline: Less Than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
Action ACE 17.1	**Communications Outreach Assessment.** Review existing communications outreach channels to identify potential additional venues. Considerations for additional outreach channels could include: • Email city newsletter • Reader boards • Kiosks • Flyers distributed at school events, volunteer events and youth sporting events • Grocery bags • Tray liners • Mytualatin.com, include key word search functions • Replacing entrance banners with reader board.	City of Tualatin	Library, stores, Chamber of Commerce	X	X		

Strategy ACE 18	**Diverse Families.** Support appreciation of the diversity of Tualatin's families. Make all families feel welcomed, safe and able to talk about differences.	*Lead Partner*	*Suggested Supporting Partners*	Timeline: Less Than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
Action ACE 18.1	**Diversity Forum.** Conduct a community-wide forum to promote broader understanding and communication between the diverse cultures within Tualatin. This Action moved from the Thinking Forward/ Parking Lot – not a change	Need Lead Partner	City Council, Heritage Center, Library, schools, churches, community organizations, Chamber of Commerce, Rotary, Lions, Kiwanis, business organizations				

Strategy ACE 19	**Community Acceptance.** Honor Tualatin's growing diversity, promoting acceptance, friendliness and appreciation of the community's ethnic and economic diversity, and ensuring a safe, secure environment for all.	*Lead Partner*	*Suggested Supporting Partners*	Timeline: Less Than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
Action ACE 19.1	**Cultural Competency.** Conduct training in "cultural competency" for all City employees as a component of ongoing Human Resources training programs.	City of Tualatin			X		
Action ACE 19.2	**Multi-Cultural Events.** Create/expand multi-cultural festivals within Tualatin. such as a Cinco de Mayo festival, that highlights the community's cultural diversity and provides opportunities to educate and engage cultural interaction. This Action moved from the Thinking Forward/ Parking Lot – not a change	Need Lead Partner	City of Tualatin, Regional Hispanic Chamber of Commerce				

Family Activities

Strategy ACE 20	Family Activities. Provide a wide variety of family activities and entertainment for all ages in Tualatin, including use of natural settings such as the Tualatin River.	*Lead Partner*	*Suggested Supporting Partners*	Timeline: Less than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
Action ACE 20.1	Indoor Activities Programs. Expand indoor community programs available to include activities such as dance, gymnastics, games and continuing education classes.	City of Tualatin	Faith based community: Rolling Hills (gyms, rooms), Grace Community, Tigard Tualatin School District, West Linn School District, Lake Oswego School District, Sherwood School District, Tualatin Arts Advisory Committee	X	X	X	X
Action ACE 20.2	Facilities Partnering. Encourage partnerships to allow the City to utilize facilities within the faith/private community for family-based activities.	City of Tualatin	Faith based community: Rolling Hills (gyms, rooms), Grace Community			X	

Cultural History

Strategy ACE 21	Natural and Cultural History Preservation. Preserve and celebrate Tualatin's natural history through public awareness activities, events and community facilities. Moved from PRN 10	*Lead Partner*	*Suggested Supporting Partners*	Timeline: Less than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
Action ACE 21.1	Art Walk. Consider expanding sites/venues and scope of Tualatin's Art Walk to incorporate information on natural historical events and on local cultural history of significance. **Moved from PRN 10.1** **This Action is currently under discussion with Lead Partner**	City of Tualatin	Tualatin Arts Advisory Committee (siting and design/display aspects of this action)				

Original Additional Comments/Suggestions received from the website, tabloid and community events:

ACE 1. *Under this specific Strategy the following comment/suggestion was received:* There isn't an action item that addresses what is appropriate capacity or how/when growth triggers new schools.
ACE 12 *Under this specific Strategy the following comment/suggestion was received:* Evaluate the Tualatin Grange as a possible interim performing arts center. Continue with Community Services' Concerts on the Commons in August located next to the grange.
ACE 16 *Under this specific Strategy the following comment/suggestion was received:* Partner with Portland Community College and Tualatin High School to encourage and promote volunteer opportunities that broaden and enhance students' field of study/interest.
ACE 18 *Under this specific Strategy the following comment/suggestion was received:* Increase awareness of Tualatin's natural water features such as wetlands and creeks to garner more support for protection and enhancement of these resources.
General comment: Need to plan for a middle school to serve the increasing number of residents in Southern Tualatin (i.e. Victoria Woods, Norwood Heights, Ibach-area neighborhoods). Hazelbrook is over crowded and too far away, bus rides take 30-45 minutes each way. And need to plan and forecast fundraising avenues to build the school.
General comment: We need to step up and secure the old Tualatin Elementary School. Then we will have a place to develop Arts, Culture, Education Youth and Family Activities. (mentioned under HSS and GHT as well.)
General comment: Advocate a healthy active living/lifestyle by promoting a community that exercises. Sponsor regular community walking events, 5K, 10K races for charity/community fund raising (River run).
General comment: Farmer's market in civic center / monthly community flea market
General comment: Pride in local products – "Grown in Tualatin"/"Made in Tualatin" Produce, art, clothing, furniture.
General comment: See San Luis Obispo, CA Farmer's Market as a model. i. http://www.downtownslo.com/farmers.html ii. http://www.pps.org/great_public_spaces/one?public_place_id=168
General comment: Community garden – allocate some land in neighborhoods throughout the city where residents can, via lottery, lease a plot to raise vegetables, flowers…Residents would pay a small monthly/seasonal fee to off-set the cost of water and other city expenses. Surplus produce can be sold at the Tualatin farmer's market/flea market or donated to food pantry.

HOW WE PLAN AND GROW - Growth, Housing and Town Center

Growth and Growth Management

Strategy GHT 1	**Strong Community Identity.** Maintain a strong community identity in Tualatin that integrates new residents by creatively responding to growth issues, making good choices and setting priorities, and wisely expanding its infrastructure.	*Lead Partner*	*Suggested Supporting Partners*	Timeline: Less Than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
Action GHT 1.1	**Neighborhood Organizations.** Continue existing programs for establishment and explore the feasibility of creating new neighborhood structure, such as associations, to help develop local identities and enhance communications between the neighborhoods and local government. Develop missions, guidelines and/or information to ensure continued usefulness of proposed neighborhood groups. *(For similar or related Actions, see also GLC 10.2)*	City of Tualatin	Chamber of Commerce, Homeowners Associations, Condo-owners Associations		X		
Action GHT 1.2	**Community Identity Development Strategy.** Develop and communicate a unique identity for the City of Tualatin. *(For similar or related Actions, see also GHT 13.1)*	City of Tualatin	Homeowners Associations, Chamber of Commerce		X		

Strategy GHT 2	**Dynamic Growth Strategy.** Develop a dynamic growth strategy for Tualatin that addresses the interest of surrounding communities and promotes mutually beneficial cooperation on common interests such as Tualatin Police Department, fire, water, sewer and transit.	*Lead Partner*	*Suggested Supporting Partners*	Timeline: Less Than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
Action GHT 2.1	**Regional Government Forum.** Develop venues and opportunities to discuss regional issues of mutual concern such as; convene periodic forums of city representatives from communities surrounding Tualatin and the City of Tualatin.	City of Tualatin	Cities of Tigard, West Linn, Lake Oswego, Sherwood and Wilsonville, Washington County, Clackamas County, Metro and State representatives, Chamber of Commerce		X		

Growth and Growth Management, continued

Strategy GHT 3	Coherent Development Plan. Develop and implement a clear and coordinated plan for the coherent development of all aspects of Tualatin, including housing, businesses, recreation, roads, etc., with flexibility to deal with changing circumstances over time.	*Lead Partner*	*Suggested Supporting Partners*	Timeline: Less Than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
Action GHT 3.1	City Action Plan Implementation. Formalize city implementation of Tualatin Tomorrow Vision and Action Plan actions. Integrate actions into ongoing City operations and planning through processes such as: • Prioritizing development planning based on analysis of actions provided by the Tualatin Tomorrow Vision and Action Plan • Revising the City of Tualatin's development plans for land-use mix to reflect implementation of the Vision and Action Plan.	City of Tualatin		X			

Strategy GHT 4	Development Choices. Build on Tualatin's strong community identity, priorities and values to drive development choices, directing new developments to provide local benefits – even if inviting to outside interests.	*Lead Partner*	*Suggested Supporting Partners*	Timeline: Less Than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
Action GHT 4.1	Sustainable Development Practices. Review and update existing land use City development regulations to encourage and foster sustainable development practices.	City of Tualatin	Metro, schools, Homebuilders Association, Association of General Contractors, NW Natural, Oregon Department of Transportation, TriMet, Clean Water Services		X		
Action GHT 4.2	Measure 49 Impact. Conduct a comprehensive evaluation of potential Measure 49 impacts on the City of Tualatin's planning process.	Need Lead Partner City of Tualatin	Department of Land Conservation and Development, Washington County, Clackamas County	X	X	X	X
Action GHT 4.3	Development Regulations Revisions. Work with neighbor cities to revise land use regulations to encourage low-impact development practices. This Action moved from the Thinking Forward/ Parking Lot – not a change **Moved from PNR 4.1**	Need Lead Partner	Tualatin Riverkeepers, Tigard-Tualatin School District	X	X	X	X

Strategy GHT 5	**Balance of Land Uses.** Work with Metro and the State of Oregon to create a balance of residential, commercial and industrial uses within Tualatin, involving and educating citizens as part of this process.	*Lead Partner*	*Suggested Supporting Partners*	Timeline: Less Than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
Action GHT 5.1	**Development Impact on Infrastructure & Services.** Conduct a comparative analysis of new commercial/industrial development versus new residential development in the community for their potential financial impacts on infrastructure and services, such as transportation and education. Promote public involvement in the evaluation process. This Action moved from the Thinking Forward/ Parking Lot – not a change	Need Lead Partner Need Lead Partner	Metro (research and statistics)				

trategy GHT 6	**Proactive Intergovernmental Communications.** Take steps to exert greater control over Tualatin's destiny, proactively communicating and representing the community's interests with external governments, including Metro and the State of Oregon.	*Lead Partner*	*Suggested Supporting Partners*	Timeline: Less Than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
Action GHT 6.1	**Community Issues Forums.** Convene open public forums with City, regional, State and Federal representatives, as needs arise, to discuss issues of major concern to the community such as: major roads projects, metro and local population density goals and neighborhood parks proposals.	City of Tualatin		X			

Strategy GHT 7	**City Expansion.** Proactively expand the City of Tualatin as appropriate, basing its boundary on available lands in collaboration with other local governments and Metro.	*Lead Partner*	*Suggested Supporting Partners*	Timeline: Less Than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
Action GHT 7.1	**Balanced-Use Expansion.** As part of Periodic Review and Metro Urban Growth Boundary expansions, update long-range planning forecasts and policy to proactively plan for Tualatin's future growth, including: • Determining available lands within the City's sphere of influence • Creating a development plan considering mixed-use, open space and development impacts.	Metro	City of Tualatin	X	X	X	X
Action GHT 7.2	**Neighboring Development Coordination.** Proactively collaborate and where appropriate coordinate City of Tualatin long-range planning issues and items of mutual interest with neighboring communities, including Clackamas and Washington Counties and surrounding local governments.	City of Tualatin	Metro	X	X	X	X

Growth and Growth Management, continued

Strategy GHT 8	**City Boundary Management.** Maintain Tualatin's unique identity from surrounding cities by managing the impacts of Urban Growth Boundary expansion and protecting the community's open space, natural areas and wetlands.	*Lead Partner*	*Suggested Supporting Partners*	Timeline: Less Than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
Action GHT 8.1	**Greenbelt for City Delineation.** Consider development of a greenbelt within the Urban Growth Boundary expansion plans to provide delineation of city limits and preserve open space/natural areas.	City of Tualatin	Environmental groups, Metro		X	X	X

Strategy GHT 9	**Funding for Infrastructure.** Develop a strong system of infrastructure funding including System Development Charges (SDCs) to help cover the capital costs, maintenance and improvements of schools, roads and other infrastructure required as Tualatin grows and develops.	*Lead Partner*	*Suggested Supporting Partners*	Timeline: Less Than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
Action GHT 9.1	**Infrastructure Funding Options.** Explore and evaluate the feasibility of using innovative funding methods and sources for City infrastructure funding.	City of Tualatin	League of Oregon Cities, State of Oregon	X	X	X	X

Growth and Growth Management, continued

Strategy GHT 10	Addressing Construction Impacts. Address the impacts of ongoing construction in the community through clear and frequent communication with contractors and the public, ensuring safety of all forms of transportation (vehicles, bicycles, pedestrians), and regulating the impact on community livability (hours, noise, etc.).	*Lead Partner*	*Suggested Supporting Partners*	Timeline			
				Less Than 1 Year	1-2 Years	3 - 5 Years	6+ Years
Action 10.1	Construction Impact Mitigation. Assess and, wherever feasible, develop venues to improve community information, development oversight and continuation of traffic flow such as: • Including more information on the City's website • Creating a brochure addressing blasting and the use of explosives • Attending HBA and contractor meetings to review our rules and regulations; increase enforcement by creating a Code Enforcement position • Involving the Legal Department in more enforcement issues • Maintaining pedestrian & bicycle traffic during construction • Re-evaluating ability to work on weekends • Requiring contractors to address neighbors - impacts • Developing information sheets to go to contractors with rules & requirements • Considering restricted hours of construction on main road(s) (i.e., holidays, special events), or night work only • Maintaining all through lanes on certain roads.	City of Tualatin	Oregon Department of Transportation, Washington County, Clackamas County, developers	X	X	X	X

Diverse Housing

Strategy GHT 11	Housing Choices and Types. Develop a range of housing choices and types in Tualatin and promoting a balanced community with a diversity of persons living, recreating, shopping and working within the city.	*Lead Partner*	*Suggested Supporting Partners*	Timeline			
				Less Than 1 Year	1-2 Years	3 - 5 Years	6+ Years
Action GHT 11.1	Town Center Housing Types. Consider a housing element for the Town Center plan, including guidelines and tools to promote development of a mix of higher-density and affordable housing. Consider requiring Town Center housing to meet inclusive standards.	City of Tualatin	Senior group, social services organizations, Home Builders Association, Community Partners for Affordable Housing	X	X		
Action GHT 11.2	Targeted Housing. Encourage, including offering incentives to, home builders and developers to increase housing targeted to first-time buyers and residents seeking to "down-size" their lifestyles. This Action moved from the Thinking Forward/ Parking Lot – not a change	Need Lead Partner	City, senior group, social services organizations, Home Builders Association, Community Partners for Affordable Housing,				

Strategy GHT 12	**Affordable Housing.** Promote safe, affordable, quality low-income housing for rental and first time homeowners in Tualatin, with accessible community services and conveniences.	*Lead Partner*	*Suggested Supporting Partners*	Timeline			
				Less Than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
Action GHT 12.1	**Affordable Housing Guidelines.** Explore development of City housing codes to: • Strengthen health and safety code enforcement in existing housing • Promote property tax abatement for development/redevelopment of affordable housing • Develop fee waivers/deferrals for development/redevelopment of affordable housing. • Also consider sending a City planner to the housing advocacy group meetings held monthly in Beaverton. This Action moved from the Thinking Forward/ Parking Lot – not a change	Need Lead Partner	Housing advocacy groups, Community Partners for Affordable Housing, City of Tualatin				
Action GHT 12.2	**Affordable-Housing Development.** Prioritize City efforts on orchestrating development of affordable housing throughout Tualatin. This Action moved from the Thinking Forward/ Parking Lot – not a change	Need Lead Partner	Washington County, Clackamas County, real estate brokers, owners, developers, banks, housing advocacy groups, Community Partners for Affordable Housing, City of Tualatin				

Diverse Housing, continued

Strategy GHT 12 Cont	Affordable Housing. Promote safe, affordable, quality low-income housing for rental and first time homeowners in Tualatin, with accessible community services and conveniences.	*Lead Partner*	*Suggested Supporting Partners*	Timeline: Less Than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
Action GHT 12.3	Developer Tax Credits. Promote the availability of tax credit incentives to developers for construction of housing meeting HUD, Section 8 and other State program criteria. This Action moved from the Thinking Forward/ Parking Lot – not a change	Need Lead Partner	Washington County, Clackamas County, real estate brokers, owners, developers, banks, housing advocacy groups, Community Partners for Affordable Housing, City of Tualatin				
Action GHT 12.4	Rental Listing Coordination. Coordinate a regional housing rental listing with Washington and Clackamas County housing departments and social service agencies. This Action moved from the Thinking Forward/ Parking Lot – not a change	Need Lead Partner	Washington County, Clackamas County, real estate brokers, owners, developers, banks				
Action GHT 12.5	Housing Advisor Position. Consider establishing a housing advocacy or Tualatin Housing Authority (THA) position within the City, or expanding the responsibilities of existing staff accordingly. The advocate or THA monitors existing inventories, provides referrals (sale and rental), advocates for mixed-price housing availability and counsels home buyers. This Action moved from the Thinking Forward/ Parking Lot – not a change	Need Lead Partner	Real estate brokers, owners, developers, banks, Coalition for Affordable Housing				
Action GHT 12.6	Housing Opportunities Agenda. Endorse the 2007 Housing Opportunities Agenda' at both community and State levels. This Action moved from the Thinking Forward/ Parking Lot – not a change	Need Lead Partner	Community Partners for Affordable Housing, City of Tualatin				
Action GHT 12.7	Housing Fund. Consider development of a county-wide housing fund of $1.00/capita. This Action moved from the Thinking Forward/ Parking Lot – not a change	Need Lead Partner	Housing advocacy groups, City of Tualatin				

Vibrant Town Center

Strategy GHT 13	Vibrant, Identifiable Town Center. Develop a unique, vibrant and identifiable Town Center for Tualatin, preserving its history and heritage, while providing arterial transit access, cycling and pedestrian-friendly features, places people like to shop, and easy recreational access.	*Lead Partner*	*Suggested Supporting Partners*	Timeline			
				Less than 1 Year	1-2 Years	3-5 Years	6+ Years
Action GHT 13.1	Town Center Awareness. Develop/implement a Tualatin Town Center/Tualatin Commons public awareness campaign for the purpose of generating revenue/awareness/interest in Tualatin. *(For similar or related Actions, see also GHT 1.2)*	City of Tualatin	Chamber of Commerce, businesses			X	
Action GHT 13.2	Town Center Parking. Develop increased parking capacity within or near the Tualatin Town Center through: • Considering feasibility of a parking structure to ensure adequate parking for the Town Center area • Partnering with businesses • Constructing a multi-level parking structure.	City of Tualatin	Chamber of Commerce, businesses				X

Strategy GHT 14	Mixed-Use in Town Center. Develop mixed-used in Tualatin Town Center, with amenities such as mixed-use development, financial and retail services, a non-commercial district with government and social services, civic and cultural features, and high-density housing.	*Lead Partner*	*Suggested Supporting Partners*	Timeline			
				Less than 1 Year	1-2 Years	3-5 Years	6+ Years
Action GHT 14.1	Innovative Development. Solicit and encourage innovative design in the Town Center.	City of Tualatin		X	X	X	X
Action GHT 14.2	Mixed-Use Redevelopment. Expand mixed-use opportunities through redevelopment.	City of Tualatin		X	X	X	X
Action GHT 14.3	Developer Incentives. Analyze existing tools and programs and consider providing incentives to those developers who meet or exceed Town Center development goals and who minimize development cost impacts to the City.	City of Tualatin	Association of General Contractors, Metro, State			X	
Action GHT 14.4	City Services Location. Expand available mixed-use opportunities in the downtown area by relocating City services out of the Town Center area. Maintain community amenities such as the Library. This Action moved from the Thinking Forward/ Parking Lot – not a change	Need Lead Partner					
Action GHT 14.5	Town Center Expansion. Conduct a feasibility study of expanding the Town Center to incorporate the Tualatin Elementary Historic site. This Action moved from the Thinking Forward/ Parking Lot – not a change	Need Lead Partner					

Vibrant Town Center, continued

Strategy GHT 15	Diverse Retail Opportunities. Offer a wide range of business and retail opportunities in Tualatin Town Center, geared to a variety of needs and income levels with good accessibility for vehicles and pedestrians.	*Lead Partner*	*Suggested Supporting Partners*	Timeline: Less Than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
Action GHT 15.1	Town Center Plan – Tualatin Vision Alignment. Incorporate Tualatin Tomorrow planning considerations for mixed-use development, accessibility and affordability in the Town Center Plan.	City of Tualatin	Citizen committees, private developers	Done			
Action GHT 15.2	Town Center Plan Public Involvement. Create a public involvement process for Town Center Plan Implementation.	City of Tualatin	Citizen committees, private developers	X	X		
Action GHT 15.3	Town Center Plan Adoption. Adopt the Tualatin Town Center Plan.	City of Tualatin	Citizen committees, private developers	X	X		
Action GHT 15.4	Town Center Plan – URAC/TPAC Alignment. Evaluate and incorporate relevant findings and recommendations of the Urban Renewal Advisory Committee (URAC) and the ~~Transportation~~ Tualatin Planning Advisory Committee (TPAC) into the Town Center Plan. This Action moved from the Thinking Forward/ Parking Lot – not a change	Need Lead Partner City of Tualatin	Citizen committees, private developers	X	X	X	X

Strategy GHT 16	Pedestrian/Bicycle-Friendly Town Center. Ensure that Tualatin's Town Center is safe and friendly for bicyclists and pedestrians, with bicycle and pedestrian-friendly intersections and amenities.	*Lead Partner*	*Suggested Supporting Partners*	Timeline: Less Than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
Action GHT 16.1	Pedestrian Safety Programs. Develop, promote and implement a community-wide program for pedestrian safety including driver awareness of pedestrian right-of-way regulations to reduce pedestrian/auto conflicts. Convene a walker/bicyclist group to provide input for pedestrian/bicycle safety campaign.	City of Tualatin	Oregon Department of Transportation (bike safety program), bicycle advocacy groups			X	
Action GHT 16.2	Commons Accessibility Issues. Evaluate accessibility barriers within the Tualatin Commons including: • Evaluating public perception • Providing recommendations on elimination of barriers, if any • Further implementing pedestrian access and design standards in the Town Center.	City of Tualatin	Business groups	X			

Action GHT 16.3	Bicycle Safety Program. Develop, promote and implement a community-wide program on bicycle safety including: • Promoting the program at community events including an annual Tualatin Town Center bicycle-safety event • Convening a walker/bicyclist group to provide input for pedestrian/bicycle safety campaign.	City of Tualatin	Tigard-Tualatin School District, bike clubs, Oregon Department of Transportation, Chamber of Commerce, schools, Washington County, Clackamas County, State Bike Program, Portland Wheelmen, TriMet, Cities of Tigard, Wilsonville, Lake Oswego, Sherwood, Durham and Rivergrove	X	X	X	X
Action GHT 16.4	Design Standards. Enforce design ~~standards including~~standards including street ~~crossings in~~crossings in new developments.	City of Tualatin					

Strategy GHT 17	Commercial Traffic Diversion. Utilize a variety of means to minimize the impact of commercial through-traffic in Tualatin, diverting a significant portion of this traffic out of the Tualatin Town Center and neighborhoods. *To view similar or related suggestions, see also: TTC 5.2*	*Lead Partner*	*Suggested Supporting Partners*	Timeline: Less Than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
Action GHT 17.1	Freight Transportation Alternatives. Develop incentives to reduce large truck travel, especially at peak hours, on streets surrounding Town Center and neighborhood roads. Incentives could include: • Development of a toll for peak-hour road usage • Establishment of defined truck routes. *(For similar or related Actions, see also TTC 5.1, 6.1)*	City of Tualatin	Industries	X			
Action GHT 17.2	124th Avenue Development. Develop of an alternative north-south connection by extending 124th Avenue south to Tonquin Road upon adoption and implementation of the Southwest Tualatin Concept Plan (SWCP) and based on available funding.	City of Tualatin			X	X	X

Good Urban Design

Strategy GHT 18	Urban Design Standards. Develop enhanced, flexible standards to promote ongoing community attractiveness in Tualatin and a cohesive urban design.	*Lead Partner*	*Suggested Supporting Partners*	Timeline: Less Than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
Action GHT 18.1	City Housing Standards Evaluation. Review current proposed urban housing design standards to consider the housing variety and mixed-use standards of the Town Center Plan.	City of Tualatin	Architects, Adopt-a-Street Neighborhood organizations	X	X	X	X
Action GHT 18.2	Environmentally Sound Development Practices. Research and promote environmentally sound development and practices fro water quality. ~~Moved to GHT 18.2~~ Moved from PRN 2.2	City of Tualatin	Wetlands Conservancy, Washington County, Metro	X	X	X	X
Action GHT 18.3	Water Quality Retrofitting. Adjust land use regulation to require retrofitting of water systems to improve Tualatin River water quality ~~Moved to GHT 18.3~~ Moved from PRN 2.3	City of Tualatin	Clean Water Services				

Strategy GHT 19	Mixed-Use Development. Promote mixed-use development in Tualatin as appropriate, supporting home ownership near businesses where individuals work and reducing vehicle trips in and out of the city.	*Lead Partner*	*Suggested Supporting Partners*	Timeline: Less Than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
Action GHT 19.1	Mixed-Use and Commercial Development Siting. Identify appropriate locations throughout the city for potential new mixed-use and commercial development and encourage development by: • Rezoning locations identified as appropriate for mixed-use and commercial development • Establishing appropriate development codes for mixed-use and commercial development in identified areas.	City of Tualatin				X	

Good Urban Design, continued

Strategy GHT 20	Neighborhood Commercial Centers. Promote the establishment of small, pedestrian-friendly, commercial centers in the community, which promote local interaction within walking distance of neighborhoods with a diversity of shops, businesses and restaurants.	*Lead Partner*	*Suggested Supporting Partners*	Timeline: Less Than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
Action GHT 20.1	Neighborhood Commercial Center Economic Viability. Evaluate the economic viability of mixed-use and retail development within new and existing neighborhoods.	City of Tualatin	Development community			X	
Action GHT 20.2	South Tualatin Conceptual Plan. Include provisions in the Tualatin SW Concept Plan for retail development within neighborhoods.	City of Tualatin	Commercial realtors, development community			X	

Action GHT 20.3	**Development Incentives.** Explore the opportunities of development incentives for neighborhood mixed-use and retail/commercial centers.	City of Tualatin	Commercial realtors, development community			X	

Strategy GHT 21	**Beautiful Streetscapes.** Ensure beautiful streetscapes throughout Tualatin, promoting the ongoing maintenance of street easements through a variety of means.	*Lead Partner*	*Suggested Supporting Partners*	Timeline: Less Than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
Action GHT 21.1	**Street Trees Program and Standards.** Expand and strengthen the City of Tualatin Street Trees program including. • Researching current best practice streetscape standards • Applying improved standards, unique and recognizable, to city entrances and Town Center. *(For similar or related Actions, see also TTC 12.1)*	City of Tualatin		X	X	X	X

Strategy GHT 22	**Community Gateways.** Develop distinct gateways at key entry points into Tualatin, promoting the community's identity and distinguishing it from surrounding cities. Utilize structures, art, signage and landscaping to enhance these gateways.	*Lead Partner*	*Suggested Supporting Partners*	Timeline: Less Than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
Action GHT 22.1	**Design Citizen Advisory Committee.** Convene a citizen taskforce to develop a community identity strategy in collaboration with a hired (or volunteer) design professional(s).	City of Tualatin	City Advisory Committees, Library, Chamber of Commerce, professional consultants		X		
Action GHT 22.2	**Identity Support – City Entrances.** Create city entryways at strategic locations that reflect the community's identity.	City of Tualatin	Chamber of Commerce, professional consultants, development community	X	X	X	

Strong Local Economy

Strategy GHT 23	**A Quiet Community.** Strengthen and enhance City codes and regulations regarding noise, reducing excessive or unacceptable noises and maintaining the community's status as a peaceful, quiet community.	*Lead Partner*	*Suggested Supporting Partners*	Timeline: Less Than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
Action GHT 23.1	**Noise Abatement.** Continue support of noise ordinances in the City of Tualatin. Evaluate current ordinance and update if necessary.	City of Tualatin			X	X	
Action GHT 23.2	**Train Quiet Zones.** Support implementation of quiet zones through Tualatin in rail corridors.	City of Tualatin		X	X	X	X

Strategy GHT 24	**Planning for Economic Growth.** Proactively plan for economic growth in Tualatin, promoting a sustainable local economy and a balanced response to external economic influences.	*Lead Partner*	*Suggested Supporting Partners*	Timeline: Less Than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
Action GHT 24.1	**Developer Outreach.** Develop marketing strategies and materials to attract environmentally concerned, sustainable builders and businesses. Coordinate incentives to promote best practices.	City of Tualatin	State Economic Development, development community, Chamber of Commerce	X	X	X	X
Action GHT 24.2	**Targeted Industry Outreach.** Target specific niche industries, such as animation and high technology companies, to locate in Tualatin.	City of Tualatin	State Economic Development, Chamber of Commerce	X	X	X	X
Action GHT 24.3	**Small Business Development Funding.** Develop grant-funding processes for local small-business and commercial development. This Action moved from the Thinking Forward/ Parking Lot – not a change	Need Lead Partner	City of Tualatin, State Economic Development , Chamber of Commerce, City Community Development Dept. Department				

Strong Local Economy (continued)

Strategy GHT 25	Healthy Business Climate. Enhance the Tualatin community by attracting a diverse, stable mix of business and clean industries.	*Lead Partner*	*Suggested Supporting Partners*	Timeline			
				Less Than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
Action GHT 25.1	City – Business Strategic Benefits. With input from existing businesses, establish a desired-business profile of targeted businesses and industry sectors the City would like to attract. The profile includes: • Benefits such a business will bring to Tualatin • Impacts such a business will have on the community • Benefits Tualatin will provide to such a business • Develop an outreach strategy to businesses that provide a good costs/benefits balance.	City of Tualatin	Chamber of Commerce	X	X	X	X

Strategy GHT 26	Proactive Business Recruitment. Attract and retain businesses that are good corporate citizens and involved in the community, providing family-wage jobs and use green practices.	*Lead Partner*	*Suggested Supporting Partners*	Timeline			
				Less Than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
Action GHT 26.1	Business Engagement. Develop and promote opportunities for existing businesses to become more involved in and supportive of community programs, events and activities. For example: • Maintain/enhance a Tualatin business leaders' roundtable, with City representation, to discuss issues of mutual concern • Convene a business forum to identify, and develop programs to attract, businesses that reflect the values of Tualatin. Provide venues for public involvement • Revive annual (or semi-annual) Chamber of Commerce/City Council dinner program and extend attendance to other business clubs/organizations.	Chamber of Commerce	City of Tualatin, local businesses, service organizations, Chamber of Commerce, Association of Regional Economic Partners	X	X	X	X
Action GHT 26.2	Community Involvement Recognition. Promote and/or develop "outstanding" or "exemplary" business recognition and incentive programs for community involvement through programs such as the annual 'Celebrate Tualatin' event.	Chamber of Commerce	City of Tualatin	X			

Strong Local Economy, continued

Strategy GHT 27	Living Wage Jobs. Promote the creation of jobs in Tualatin that pay living wages, allowing more people who work in Tualatin to live in the city.	*Lead Partner*	*Suggested Supporting Partners*	Timeline			
				Less Than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years

Action GHT 27.1	Living-wage Job Enhancement. Research best practices in other cities to attract businesses with living-wage jobs. Apply lessons learned to targeted-business outreach and marketing efforts to increase availability of living-wage (including healthcare benefits) opportunities.	City of Tualatin	Chamber of Commerce, other economic alliances			X	

Strategy GHT 28	Small Business Environment. Ensure a business-friendly environment for small business in Tualatin, including easy access for customers and employees, sufficient parking and transit, supportive city business services and reasonable taxes.	*Lead Partner*	*Suggested Supporting Partners*	Timeline: Less Than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
Action GHT 28.1	Small Business Guidelines. Create awareness programs of relevant City ordinances and regulations to support small-business retention and expansion. This Action moved from the Thinking Forward/ Parking Lot – not a change	Need Lead Partner	City of Tualatin, Chamber of Commerce other businesses such as: realtors, insurance companies, banks				
Action GHT 28.2	Downtown Area Business Support. Develop a business marketing program to promote the Town Center as a "Great Place to do Business". This Action moved from the Thinking Forward/ Parking Lot – not a change	Need Lead Partner	Chamber of Commerce				

Strong Local Economy, continued

Strategy GHT 29	Commercial and Retail Development. Promote high-end commercial and retail development as part of its commercial mix in Tualatin, supporting the tax base, providing employment, and helping pay for the cost of local infrastructure.	*Lead Partner*	*Suggested Supporting Partners*	Timeline: Less than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
	This strategy has no actions at this time. Actions originally identified for this strategy were covered by other actions or combined with similar actions. This strategy is left as a placeholder to ensure that it receives consideration as the final action plan is assembled.						

Original additional Comments/Suggestions received from the website, tabloid and community events:

General comment: Encourage private party to buy Tualatin Elementary for fee-based community activities. Owner pays to bring up to code we pay to use. (Also mentioned in HSS and ACE)
General comment: Dilapidated structures/properties are not only an eyesore but they are unsafe, attract vagrancy, become potential drug dens and detract from property values. We need strict code enforcement and systematic removal of dilapidated / abandoned structures.
General comment: Community beautification: Sponsor neighborhood clean-up days – coalition of neighbors helping neighbors: pruning, painting, trash removal…

HOW WE DECIDE – Governance, Leadership and Community Engagement

Government

Strategy GLC 1	One City, Two Counties. Develop and implement a comprehensive strategy to work efficiently and effectively with Washington and Clackamas counties, addressing such issues as taxation, equity, public services and elections.	*Lead Partner*	*Suggested Supporting Partners*	Timeline: Less Than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
Action GLC 1.1	**Regional Policy Discussion.** Convene periodic forums with City and regional representatives to discuss issues of common concern.	City of Tualatin	Washington County, Clackamas County, Metro		X	X	X
Action GLC 1.2	**Bi-County Service Delivery.** Coordinate policies and service delivery systems between Clackamas and Washington Counties to provide seamless services to residents in Tualatin.	City of Tualatin	Washington County, Clackamas County	X	X	X	X

Strategy GLC 2	Good Neighbors with Surrounding Cities. Foster good relations with Tualatin's neighboring cities, promoting good communication and smooth, efficient working relationships on issues of mutual concern.	*Lead Partner*	*Suggested Supporting Partners*	Timeline: Less Than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
Action GLC 2.1	**Collaborating with Surrounding Cities.** Convene periodic forums with City of Tualatin and representatives of neighboring communities to discuss issues of common concern to the communities. Participants represent cities governments, non-profits, service organizations, business interests and social services.	City of Tualatin	Chambers of Commerce, non-profits, service organizations, faith community, social service providers, healthcare providers, business associations, Cities of Tigard, Sherwood, Wilsonville, Durham Lake Oswego, King City, West Linn	X			

Government, continued

Strategy GLC 3	**Fair and Adequate Taxation.** Strive to maintain the City of Tualatin's reputation and commitment to providing the best possible public services at the lowest possible rate of taxation.	*Lead Partner*	*Suggested Supporting Partners*	Timeline: Less than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
Action GLC 3.1	**City Budget/Finance Community Awareness.** Explore and implement public awareness and outreach programs to educate and involve the community in City of Tualatin budgeting process. Develop channels for community dialogue such as: • Community meetings to discuss impacts of revenue growth, ~~vs. inflation~~ • Presentations by staff to service organizations, classes, etc. • Mass media, for example TVCTV, to air presentations • Annual publication of the budget in user-friendly language.	City of Tualatin	Tualatin Valley Cable Television , community newspapers, focus groups	X	X	X	X
Action GLC 3.2	**Limited Taxes Impact Community Awareness.** Educate the community about the projected effects of limited tax revenue growth in difficult economic times.	City of Tualatin		X	X	X	X

Strategy GLC 4	**Council-City Staff Cooperation.** Promote effective governance within the City of Tualatin through clear, open communication between City Council and City staff.	*Lead Partner*	*Suggested Supporting Partners*	Timeline: Less than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
	This strategy has no actions at this time. Actions originally identified for this strategy were covered by other actions or combined with similar actions. This strategy is left as a placeholder to ensure that it receives consideration as the final action plan is assembled.						

Government, continued

Strategy GLC 5	**Experienced City Staff.** Maintain and enhance the City of Tualatin's traditional commitment to attracting and retaining well-trained, experienced and dedicated City staff.	*Lead Partner*	*Suggested Supporting Partners*	Timeline			
				Less Than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
Action GLC 5.1	**Employment Enhancement Strategies:** Improve employee recruitment and retention through processes such as: • Evaluate employee satisfaction through exit interviews and interviews with long-term employees to determine best practices for City employment. • Research best practices in similar communities • Utilize research and survey findings to better retain and attract qualified and experienced employees.	City of Tualatin		X	X	X	X
Action GLC 5.2	**Proactive Hiring and Retention Plan.** Develop and/or expand City of Tualatin hiring and retention processes to provide opportunities for on-the-job advancement. Opportunities include: • On-going training • Expanded job availabilities • Career and personal advancement • Personal development Ensure recruitment processes include/highlight information regarding on-the-job advancement provisions.	City of Tualatin		X	X	X	X

Leadership

Strategy GLC 6	**Qualified, Competent Leadership.** Promote elected leadership at the City of Tualatin that is qualified, competent and fully representative of the community. Maintain and enhance City Council's commitment to nonpartisan, open, transparent leadership.	*Lead Partner*	*Suggested Supporting Partners*	Timeline: Less Than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
Action GLC 6.1	**Targeted Leadership Recruitment.** Encourage local leadership development through the Chamber of Commerce Leadership Program, including: • Raise community awareness of the Chamber Leadership program • Ensure community-wide representation in City leadership. Provide opportunities for participation from all community sectors. • Provide orientation and training in effective approaches to community representation.	Chamber of Commerce	City of Tualatin, Tigard-Tualatin School District	X			
Action GLC 6.2	**Youth Leadership Program.** Expand and or develop youth leadership program integration with City government processes and Leadership Tualatin. This Action moved from the Thinking Forward/ Parking Lot – not a change	Need Lead Partner	Tigard-Tualatin School District, City of Tualatin, Chamber of Commerce				

Strategy GLC 7	**Promoting Positive Change.** Promote City government as a proactive catalyst that helps citizens understand forces of change affecting the community, and fosters flexibility and creativity in addressing change.	*Lead Partner*	*Suggested Supporting Partners*	Timeline: Less Than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
Action GLC 7.1	**City and School Interactions.** Establish regular meetings to review and discuss intergovernmental agreements between Tigard-Tualatin School District (TTSD) and the City of Tualatin. Discussions include among others, truancy and in-school law enforcement programs such as the School Resource Officers (SRO) program. Eventually expand meetings to include City of Tigard. *(For similar or related Actions, see also ACE 1.1)*	City of Tualatin, Tigard-Tualatin School District *Shared Lead Role*	City of Tigard	X	X	X	X

Strategy GLC 8	**Vision Implementation and Follow-Through.** Establish clear lines of accountability, procedures and protocols at the City of Tualatin, ensuring that the community's long-range vision and action plan are adequately supported, funded and implemented.	*Lead Partner*	*Suggested Supporting Partners*	Timeline: Less Than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
Action GLC 8.1	**Annual Council Report.** Create and distribute an Annual Community Vision Report including progress of all Vision Action Items.	Tualatin Tomorrow implementation committee	Chamber of Commerce, City of Tualatin	X	X	X	X

Communications

Strategy GLC 9	Community Image and Identity. Develop and build on Tualatin's unique image and identity as a family-friendly community.	*Lead Partner*	*Suggested Supporting Partners*	Timeline: Less Than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
Action GLC 9.1	**Quality of Family-life.** Encourage family-friendly activities and development/redevelopment through policy decisions. Ensure community involvement to support family-friendly decision making.	City of Tualatin	Neighborhood groups, faith community, service organizations	X	X	X	X
Action GLC 9.2	**Family and Youth Programs.** Support and expand family-friendly and youth programs throughout Tualatin.	City of Tualatin		X	X	X	X
Action GLC 9.3	**Community Amenities.** Maintain/improve Tualatin's family-friendly atmosphere with efforts such as: • Parks maintenance/expansion • Community-wide beautification processes • City support for community arts.	City of Tualatin		X	X	X	X

Strategy GLC 10	Community Information. Work to maximize community resources to keep community members informed through regular, consistent, dedicated sources of information.	*Lead Partner*	*Suggested Supporting Partners*	Timeline: Less Than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
Action GLC 10.1	**Campaign for Civic Engagement.** Convene a periodic forum for discussion of community issues at convenient and accessible locations such as the Tualatin Heritage Center through: • Developing an outreach program to provide fun and creative venues for community information and input • Implementing an awareness program to inform and engage the community in discussions about City services.	City of Tualatin	City Web Master, City Staff & Advisory Committees, Tualatin Historical Society	X	X	X	X
Action GLC 10.2	**Neighborhood Associations Network.** Enhance and encourage the feasibility of creating neighborhood structure to help develop local identities and enhance communications between the neighborhoods and local government. Provide venues for neighborhood association coordinators/leaders to meet and discuss mutual interests. *(For similar or related Actions, see also GHT 1.1)*	City of Tualatin	Churches, service organizations				
Action GLC 10.3	**Neighborhood Night-Out.** Investigate activities to provide community-wide sharing of information, such as "Neighborhood Night-out" block parties and phone trees.	City of Tualatin	Tualatin Police Department, Tualatin Valley Fire & Rescue, service organizations	X	X	X	X

Community Involvement

Strategy GLC 11	**Sense of Community.** Ensure that Tualatin's sense of community remains strong and healthy, and that people who live and work in Tualatin feel a sense of ownership and responsibility in the community and what happens here.	*Lead Partner*	*Suggested Supporting Partners*	Timeline: Less Than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
Action GLC 11.1	**Community Participation.** Assess community interests through various survey methods to better define community desires. Develop community education and outreach programs to encourage participation in volunteer activities, for example; tree planting and assisting at library and/or park(s) events.	City of Tualatin		X	X	X	X
Action GLC 11.2	**Cultural Groups Outreach.** Identify community leaders for the diverse cultural sub-communities within Tualatin to build an additional communications channel with these groups. Explore the development of a City of Tualatin liaison to provide on-going dialogue with the groups.	City of Tualatin	Library, parks, schools, churches, social service agencies. Chamber of Commerce			X	
Action GLC 11.3	**Town Center Monument.** Consider construction of a Town Center iconic structure, such as a tower, to enhance the image of city center.	City of Tualatin	Local businesses groups, Tualatin Arts Advisory Committee		X		

Strategy GLC 12	**Informed, Involved Citizens.** Ensure that citizens in Tualatin remain informed and involved in their community, actively investing their time, energy, expertise and resources to help maintain Tualatin's quality of life and its reputation as a good place to live and raise a family.	*Lead Partner*	*Suggested Supporting Partners*	Timeline: Less Than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
Action GLC 12.1	**Website Enhancement.** Develop approaches to improve community information, such as: • Promote www.ci.tualatin.or.us website visits and explore website enhancements, such as a "hot topics" link with provisions for comments • Create/expand a community calendar providing volunteer and engagement opportunities.	City of Tualatin		X	X	X	X

Strategy GLC 13	**Comprehensive Citizen Participation.** Promote active comprehensive citizen participation in Tualatin that looks beyond single-issue approaches to focus on all major issues affecting the community.	*Lead Partner*	*Suggested Supporting Partners*	Timeline: Less Than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
Action GLC 13.1	**City Open House.** Develop events, such as open houses or neighborhood "coffee talks" focused on community dialogue.	City of Tualatin	Tualatin Tomorrow implementation committee		X		

Community Involvement, continued

Strategy GLC 13 (Cont.)	Comprehensive Citizen Participation. Promote active comprehensive citizen participation in Tualatin that looks beyond single-issue approaches to focus on all major issues affecting the community.	*Lead Partner*	*Suggested Supporting Partners*	Timeline: Less Than 1 Year	1 - 2 Years	3 - 5 Years	6 + Years
Action GLC 13.2	Council Action Notices. Provide "plain language" notices in the City's newsletter regarding items before the Council.	City of Tualatin		X	X	X	X
Action GLC 13.3	City Operations and Communications. Ensure continued communications about City operations.	City of Tualatin		X	X	X	X

Diversity and Inclusivity

Strategy GLC 14	Inclusivity in Governance. Ensure that citizens of Tualatin feel invited and included in the governance process, regardless of their economic, cultural or geographic differences.	*Lead Partner*	*Suggested Supporting Partners*	Timeline: Less Than 1 Year	1 - 2 Years	3 - 5 Years	6 + Years
Action GLC 14.1	Targeted Outreach. Analyze methods to enhance/develop involvement by sectors in the community, such as seniors, youth, low-income and non-English speaking, who are not typically well-represented.	City of Tualatin	Washington County Community Action, English as a second language teachers, senior advocates, Tigard-Tualatin School District	X	X	X	X

Strategy GLC 15	Diversity in Government. Foster local government in Tualatin that reflects the growing ethnic, racial, cultural and economic diversity of the community, drawing upon the many skills, talents and resources of its community members.	*Lead Partner*	*Suggested Supporting Partners*	Timeline: Less Than 1 Year	1 - 2 Years	3 - 5 Years	6 + Years
Action GLC 15.1	Business Support of ESL Development. Provide opportunities and encourage members of the business community to send non-English speaking employees to ESL classes. This Action moved from the Thinking Forward/ Parking Lot – not a change	Need Lead Partner	Tigard-Tualatin School District, Portland Community College, social service agencies, City of Tualatin				

Diversity and Inclusivity, continued

Strategy GLC 16	Services for a Diverse Population. Ensure that Tualatin's diverse communities receive necessary City services and that they are involved in the decision-making process for the delivery of those services.	*Lead Partner*	*Suggested Supporting Partners*	Timeline			
				Less Than 1 Year	1-2 Years	3 - 5 Years	6+ Years
Action GLC 16.1	Diverse City Staff and Advisory Members. Actively recruit within the community to help ensure City staff and City advisory groups reflect Tualatin's diversity.	City of Tualatin		X	X	X	X
Action GLC 16.2	Social Services Multi-Service Center. Develop Partnership among local health, social services and faith organizations to create a multi-service center handling social services and referrals. This Action moved from the Thinking Forward/ Parking Lot – not a change	Need Lead Partner	City of Tualatin,, Community Partners for Affordable Housing, Legacy-Meridian Park, Washington County, Clackamas County, Churches, Food Pantry				

Diversity and Inclusivity, continued

Strategy GLC 17	Dialogue with Non-English Speakers. Establish easy-to-understand avenues and support for Non-English speaking populations in Tualatin to express their needs and concerns as citizens and members of the community.	*Lead Partner*	*Suggested Supporting Partners*	Timeline			
				Less Than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
Action GLC 17.1	City Support for Non-English Speaking Community Members. Expand City activities providing avenues for non-English speaking community members to be engaged in City decisions through: • Developing a communication plan that would include list of City employees or resources to assist the non-English population • Developing a process or avenue to address issues or concerns • Providing forms and website information in other languages • Exploring other ways to have dialogue • Providing brochures in multiple languages • Training staff in various languages. • Providing cultural-diversity training for staff • Translating city materials (newsletter, website, etc.) into Spanish. *(For similar or related Actions, see also ACE 5.1)*	City of Tualatin	Library, faith community, Tualatin Police Department, service organizations, social service, Tigard-Tualatin School District (TTSD)	X	X	X	X
Action GLC 17.2	Student Development Support. Develop a program to use Tualatin High School students, as a part of their community service requirements, to provide outreach to non-English speaking community members. This Action moved from the Thinking Forward/ Parking Lot – not a change	Need Lead Partner	Tigard-Tualatin, West Linn and Lake Oswego School Districts, City of Tualatin, social service agencies, Washington County, Clackamas County, healthcare providers, faith community, service organizations				
Action GLC 17.3	Non-English Speaking Support Groups. Facilitate the formation of non-English speaking support groups to encourage public involvement. This Action moved from the Thinking Forward/ Parking Lot – not a change	Need Lead Partner	Tualatin Police Department, Tualatin Valley Fire & Rescue, hospital, healthcare providers, City of Tualatin, Immigrant and Refugee Community Organization, faith community, service organizations, neighborhood groups				

Business Community Involvement

Strategy GLC 18	Local Business Involvement. Support local business involvement in Tualatin as an integral part of the community, supporting community events, arts and education, and working with the City to maximize their positive impacts on the community.	*Lead Partner*	*Suggested Supporting Partners*	Timeline			
				Less Than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
Action GLC 18.1	Local Business Ownership. Promote locally-owned business development to encourage unique business/retail offerings and attract attention to Tualatin. Provide incentives to retain local businesses. This Action moved from the Thinking Forward/ Parking Lot – not a change	Need Lead Partner	City of Tualatin	X	X	X	X

Strategy GLC 19	Local Business Support. Support Tualatin's local businesses and work to attract new businesses to the community that enhance local commerce and retail services, while upholding local values and qualities.	*Lead Partner*	*Suggested Supporting Partners*	Timeline			
				Less Than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
	This strategy has no actions at this time. Actions originally identified for this strategy were covered by other actions or combined with similar actions. This strategy is left as a placeholder to ensure that it receives consideration as the final action plan is assembled.	Need Lead Partner					

Enforcement

Strategy GLC 20	Animal Control. Promote compliance by Tualatin's pet owners in understanding and complying with all local animal control ordinances enforced by the City.	*Lead Partner*	*Suggested Supporting Partners*	Timeline			
				Less Than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
Action GLC 20.1	Pet Owner Awareness Plan. Create/expand community outreach programs to educate pet owners about local regulations and responsible ownership such as: • Creating and promoting pet-obedience training classes at appropriate and accessible locations. This Action moved from the Thinking Forward/ Parking Lot – not a change	Need Lead Partner	Interested volunteers, pet owners, vets, dog clubs, etc. animal rescue operations				

Original additional Comments/Suggestions received from the website, tabloid and community events:

GLC 11.3 *Under this specific Action the following comment/suggestion was received:*
Suggestion: Town Center Monument – how about an arch across Tualatin Sherwood Road. The gateway to Tualatin

HOW WE CARE FOR ONE ANOTHER – Health, Safety and Social Services

Homelessness and Poverty

Strategy HSS 1	Limiting Homelessness. Develop and implement a plan that uses community resources to meet the emergency needs of the homeless and help them transition out of homelessness.	*Lead Partner*	*Suggested Supporting Partners*	Timeline			
				Less Than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
Action HSS 1.1	Social Services Master Plan. Develop a social-services master plan for Tualatin. The plan should include: • An assessment of existing services and resources available for youth and adult community members that are homeless, have mental and physical disabilities, drug or alcohol dependencies, or aging-related needs • Developing mitigation measures to fill in the gaps • Creating a public awareness campaign to ensure community understanding • Developing support for necessary services and resources to build a support base. This Action moved from the Thinking Forward/ Parking Lot – not a change	Community Action	Faith based community, Washington County Community Action, Community Partners for Affordable Housing, healthcare providers, Washington County, Clackamas County, City of Tualatin	X	X	X	X
Action HSS 1.2	Homeless Taskforce Expansion. Expand the Homeless Taskforce to include additional community, county, regional and state advocates. Lobby the legislature for funding. This Action moved from the Thinking Forward/ Parking Lot – not a change	Community Action	Interfaith Committee on Homelessness, Luke-Dorf, Good Neighbor Center, Washington County Community Action, Community Partners for Affordable Housing, City of Tualatin	X	X	X	X
Action HSS 1.3	Tualatin Emergency Shelter. Establish an emergency shelter in Tualatin. This Action moved from the Thinking Forward/ Parking Lot – not a change	Community Action	Interfaith Committee on Homelessness, Luke-Dorf, Good Neighbor Center, Washington County Community Action, Community Partners for Affordable Housing, City of Tualatin	X	X	X	X

Homelessness and Poverty

Strategy HSS 2	Reducing Poverty. Acknowledge and address that some community members in Tualatin still live in poverty and provide local solutions that help address their situations.	*Lead Partner*	*Suggested Supporting Partners*	Timeline: Less Than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
Action HSS 2.1	Needs Analysis. Assess gaps in services/resources and funding including: • Identifying demographic profile of people living in poverty • Existing services/resources and funding levels • Developing approach to mitigate those gaps, such as establishing a central resource center. This Action moved from the Thinking Forward/ Parking Lot – not a change	Community Action	City of Tualatin, Washington County Health and Human Services, Community Action, Clackamas County, Healthcare systems, education, social service agencies	X	X	X	X

Strategy HSS 3	Accessible Emergency Family Shelters. Provide adequate access to emergency family shelters in Tualatin in order to address situations where local community members require temporary or safe housing.	*Lead Partner*	*Suggested Supporting Partners*	Timeline: Less Than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
Action HSS 3.1	East Washington and Clackamas County Resource Base. Collaborate with neighboring Washington and Clackamas County communities to locate and utilize a County resource center in eastern Washington County. This Action moved from the Thinking Forward/ Parking Lot – not a change	Community Action	Washington County, Clackamas County, Food Bank, YWCA, Washington County Community Action Organization, American Red Cross, City of Tualatin	X	X	X	X

Strategy HSS 4	Stable Food Pantry. Offer a well-supplied food pantry that is financially stable and located in a permanent facility.	*Lead Partner*	*Suggested Supporting Partners*	Timeline: Less Than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
Action HSS 4.1	Food Pantry Business Development. Create a business model for the Food Pantry through: • Designating Food Pantry as a non-profit organization • Establishing a Board of Directors and/or Steering Committee • Identifying and securing a permanent and accessible location • Promoting resources through public outreach programs • Establishing a donor program • Seeking donor incentives, such as tax breaks by the City.	Tualatin Food Pantry	City of Tualatin, faith-based groups, civic groups, businesses, Tigard-Tualatin School District, West Linn School District, Lake Oswego School District, Sherwood School District, Food Bank	DONE			

Homelessness and Poverty, continued

Action HSS 4.2	Support the working Food Pantry for the citizens of Tualatin. Continue a business model for the Food Pantry. • Support the non-profit status of the Food Pantry • Continue with the Board of Directors • Support the Pantry location at Rolling Hills Church • Continue public outreach programs • Enhance and manage established donor program • Continue to pursue new donor sources and incentives, including City tax breaks	Tualatin Food Pantry	City of Tualatin, faith-based groups, civic groups, businesses, Tigard-Tualatin School District, West Linn School District, Lake Oswego School District, Sherwood School District, Food Bank	X	X	X	X

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Healthcare

Strategy HSS 5	Access to Health Care. Help ensure that all residents of Tualatin have access to comprehensive health care.	*Lead Partner*	*Suggested Supporting Partners*	Timeline: Less Than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
Action HSS 5.1	**Essential Health Care Clinic Expanded Hours.** Explore expansion of the Essential Healthcare Clinic service hours to meet community's needs.	Essential Health Care Clinic	City of Tualatin, Food Pantry, healthcare providers, Washington County, Clackamas County	X	X	X	X
Action HSS 5.2	**Jobs with Increased Pay and Benefits.** Encourage business development and job creation that provide living-wage jobs including health care benefits. This Action moved from the Thinking Forward/ Parking Lot – not a change	Need Lead Partner	Healthcare providers, City of Tualatin				
Action HSS 5.3	**Small Business Cooperative Health Plans.** Support legislative efforts currently underway to allow small, local businesses to cooperatively purchase health plans. This Action moved from the Thinking Forward/ Parking Lot – not a change	Need Lead Partner	City of Tualatin, health services, Chamber of Commerce, hospitals, Lake Oswego Health Department, Virginia A. Garcia Health Clinic, Governors Small Business Council, National Federation of Independent Businesses				
Action HSS 5.4	**Healthcare for Low-income.** Establish a low-income healthcare clinic, such as the Virginia Garcia Memorial Health Center (VGMHC), in Tualatin. This Action moved from the Thinking Forward/ Parking Lot – not a change	Need Lead Partner	City of Tualatin, healthcare providers Centro Cultural				

Healthcare, continued

Strategy HSS 6	Appreciation of Personal Health. Promote greater community understanding and appreciation in Tualatin of the importance of personal health and work to achieve it through preventive measures and healthy lifestyles.	*Lead Partner*	*Suggested Supporting Partners*	Timeline			
				Less Than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
Action HSS 6.1	**Healthcare Program Awareness.** Promote personal healthcare/healthy lifestyles programs available throughout Tualatin and encourage participation. This Action moved from the Thinking Forward/ Parking Lot – not a change	Need Lead Partner	City of Tualatin Insurers, businesses, Club Sport and YMCA				
Action HSS 6.2	**Business Support for Healthy Employees.** Support programs to increase employee health in Tualatin including: • Creating an awareness/education program targeting employers in Tualatin to encourage businesses to promote healthy lifestyles for employees • Creating an incentive package for businesses for improved productivity and employee loyalty that would include items such as reduced healthcare premiums. This Action moved from the Thinking Forward/ Parking Lot – not a change	Need Lead Partner	Insurers, healthcare providers, businesses, Westside Economic Alliance, Chamber of Commerce				
Action HSS 6.3	**Health and Safety Fair.** Create a Health & Safety Fair with representatives from healthcare, Tualatin Police Department, Tualatin Valley Fire & Rescue and other service providers. Hold the event alone or in conjunction with other community-wide events such as the Crawfish festival. This Action moved from the Thinking Forward/ Parking Lot – not a change	Need Lead Partner	Washington County Social Services, healthcare providers, Nursing Associations, City of Tualatin, Tualatin Valley Fire & Rescue				

Public Safety

Strategy HSS 7	A Safe Community. Ensure that Tualatin remains a safe and secure community for all its members.	*Lead Partner*	*Suggested Supporting Partners*	Timeline			
				Less Than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
Action HSS 7.1	**Tualatin Police Department Enhancements.** Evaluate, explore and if feasible, implement or plan for enhancing the Tualatin Police Department's efforts through the following: • Enhancing resource availability to establish even higher levels of service • Establishing victim services • Allocating resources for greater participation in interagency teams • Working cooperatively with other departments to improve overall crime prevention. • Expanding traffic division to increase safety education, enforcement, and engineering • Enhancing special teams within the department to address community issues/problems • Increasing funding received from the school district to provide police services in the school • Increasing interaction/involvement with the youth advisory committee (YAC) and/or other community organizations. • Establishing a year-round Park Ranger position.	City of Tualatin	Youth Advisory Council, Washington County, Clackamas County	X	X	X	X

Public Safety, continued

Strategy HSS 8	**Gang Mitigation.** Develop and provide youth programs and services in Tualatin that counteract and mitigate the influence and attraction of gang affiliation.	*Lead Partner*	*Suggested Supporting Partners*	Timeline			
				Less Than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
Action HSS 8.1	**Reduction of Gang-Related Affiliations and Crime.** Reduce gang related crime in the community through actions such as: • Assessing existing youth services and resources that help reduce gang activity • Developing a youth involvement strategic plan with emphasis on Tualatin's youth helping create the plan including expansion of G.R.E.A.T. programs • Establishing a central point for coordination and information and public outreach concerning youth services and resources in Tualatin • Supporting those youth services and programs the community provides • Seeking additional opportunities for the Youth Advisory Group (YAC) to interact with other youth-affiliated organizations and provide additional programs/activities to counteract gang activity • Considering increased Tualatin Police Department staff to reduce gang-related affiliations and crime • Developing youth activities and programs such as making gyms available or creating a "graffiti wall", to reduce youth-generated graffiti within Tualatin.	City of Tualatin	Youth Advisory Council , healthcare providers, churches, sports leagues, Tigard-Tualatin School District, West Linn School District, Lake Oswego School District, Sherwood School District, service organizations	X	X	X	X

Strategy HSS 9	**Graffiti-Free Tualatin.** Achieve a graffiti-free Tualatin through the coordinated provision of youth programs and law enforcement.	*Lead Partner*	*Suggested Supporting Partners*	Timeline			
				Less Than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
Action HSS 9.1	**Graffiti Clean-up Program Support.** Support the City of Tualatin graffiti cleanup program.	City of Tualatin	Boy Scouts, Tualatin High School clubs, Tualatin High School leadership, current volunteers, homeowners	X	X	X	X

Public Safety, continued

Strategy HSS 11	**Well-Staffed Tualatin Police Department.** Ensure the adequate staffing and equipping of the Tualatin Police Department in order to reduce crime through both preventive and proactive law enforcement strategies.	*Lead Partner*	*Suggested Supporting Partners*	Timeline			
				Less Than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
Action HSS 11.1	**Tualatin Police Department Funding.** Establish a tax base or operating levy that would provide adequate and stable Tualatin Police Department staffing for the next 25 years in Tualatin.	City of Tualatin		X	X	X	X

Strategy HSS 12	**Well-Trained Tualatin Police Department and Fire Departments.** Promote the achievement of local Tualatin Police Department and fire services in Tualatin that meet and exceed professional standards for their respective professions.	*Lead Partner*	*Suggested Supporting Partners*	Timeline			
				Less Than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
Action HSS 12.1	**Emergency Response Services Enhancements.** Coordinate with Tualatin Valley Fire and Rescue and other partners to improve and if feasible expand levels of service provision for Tualatin's emergency service responders, including considering the following: • Developing and implementing/expanding public awareness campaign of operational and funding needs/cycles of Police and TVF&R services including support for legislative initiatives to fund public safety • Expanding training programs involving Police and TVF&R to ensure high-quality working relationships that also meet long-term department goals • Completing TVF&R long-term strategic plans.	City of Tualatin and Tualatin Valley Fire and Rescue *Share Lead Role*	Ambulance services	X	X	X	X

Access to Services

Strategy HSS 13	**Accessible Drug Education, Treatment and Prevention.** Develop and promote readily available and accessible services for drug education, treatment and prevention in Tualatin.	*Lead Partner*	*Suggested Supporting Partners*	Timeline: Less Than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
Action HSS 13.1	**Drug Education Expansion.** Enhance existing Drug Abuse Resistance Education (D.A.R.E.) programs to include more youth participation in curriculum content.	City of Tualatin	Tigard-Tualatin School District, West Linn School District, Lake Oswego School District, Sherwood School District, healthcare providers				
Action HSS 13.2	**YAC Program Development Support.** Involve Youth Advisory Committee (YAC) in education, activities and planning for programs, etc. This Action moved from the Thinking Forward/ Parking Lot – not a change	Need Lead Partner	Tigard-Tualatin School District, West Linn School District, Lake Oswego School District, Sherwood School District healthcare providers, Tualatin Police Department				

Strategy HSS 14	**Adequately Funded Social Services.** Work to secure adequate funding for accessible local social services in Tualatin.	*Lead Partner*	*Suggested Supporting Partners*	Timeline: Less Than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
Action HSS 14.1	**Fund Raising Coalition.** Create a coalition of faith-based and community/neighborhood groups to help develop social services funding. This Action moved from the Thinking Forward/ Parking Lot – not a change	Need Lead Partner	Faith based community, Food Pantry, Washington County, Clackamas County				

Strategy HSS 15	**Access for Non-English Speakers.** Ensure that non-English speaking residents of Tualatin have adequate access to translators and services in their native languages.	*Lead Partner*	*Suggested Supporting Partners*	Timeline: Less Than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
	This strategy has no actions at this time. Actions originally identified for this strategy were covered by other actions or combined with similar actions. This strategy is left as a placeholder to ensure that it receives consideration as the final action plan is assembled.						

Access to Services, continued

Strategy HSS 16	Care for All Residents. Develop awareness and programs that care for all residents in Tualatin providing transportation and social services for all in need.	*Lead Partner*	*Suggested Supporting Partners*	Timeline: Less Than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
Action HSS 16.1	Needs Analysis. Assess social services and transportation needs of the under-served and under-represented community members in Tualatin. This Action moved from the Thinking Forward/ Parking Lot – not a change	Need Lead Partner	TriMet Lift				
Action HSS 16.2	2-1-1 Program Support. Promote the 2-1-1, after-school child or an aging parent care referral program, for community members to connect to essential social services. This Action moved from the Thinking Forward/ Parking Lot – not a change	Need Lead Partner					
Action HSS 16.3	Current Program Support. Support existing healthcare and social services within Tualatin. This Action moved from the Thinking Forward/ Parking Lot – not a change	Need Lead Partner					

Strategy HSS 17	Services for Aging Residents. Help ensure that Tualatin's aging residents have access to affordable housing, health care, transportation, social services and cultural activities.	*Lead Partner*	*Suggested Supporting Partners*	Timeline: Less Than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
Action HSS 17.1	Senior Center Program Expansion. Support and expand senior center activities and programs available to the Tualatin senior community. This Action moved from the Thinking Forward/ Parking Lot – not a change	Need Lead Partner	City of Tualatin				
Action HSS 17.2	YAC/Senior Partnerships. Develop and encourage venues for Tualatin's youth and seniors to collaborate on appropriate projects. This Action moved from the Thinking Forward/ Parking Lot – not a change	Need Lead Partner	Tualatin High School, Loaves and Fishes				

Strategy HSS 18	Services for Low-Income Residents. Promote availability of programs and services for all Tualatin low-income residents.	*Lead Partner*	*Suggested Supporting Partners*	Timeline: Less Than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
Action HSS 18.1	Social Services Center Development. Identify and support funding sources to develop a community center. The center will house essential health and social services and provide referral information. Provide accessible and affordable public transit. This Action moved from the Thinking Forward/ Parking Lot – not a change	Need Lead Partner	City of Tualatin, Tigard-Tualatin School District, West Linn School District, Lake Oswego School District, Sherwood School District				

Access to Services, continued

Strategy HSS 19	Accessible Health Care. Promote the availability of quality health care and state-of-the-art medical facilities to all Tualatin residents, regardless of insurance.	*Lead Partner*	*Suggested Supporting Partners*	Timeline: Less Than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
Action HSS 19.1	Annual Regional Healthcare Forum. Sponsor a regional healthcare issues forum with surrounding communities and representatives from appropriate county and state agencies to discuss issues of mutual concern. Convene the forum on an annual basis. This Action moved from the Thinking Forward/ Parking Lot – not a change	Need Lead Partner	Healthcare providers, State, Regional and County entities, City of Tualatin				
Action HSS 19.2	Healthcare and Insurance Reforms. Identify, promote and support healthcare and insurance reform initiatives locally, regionally and nationally. This Action moved from the Thinking Forward/ Parking Lot – not a change	Need Lead Partner	National Federation of Independent Businesses, healthcare providers, State legislators				

Strategy HSS 20	Compassion for People with Mental and Physical Disabilities. Promote greater awareness and understanding of the special needs of people with mental and physical disabilities in Tualatin, and ensure adequate funding and facilities for their care.	*Lead Partner*	*Suggested Supporting Partners*	Timeline: Less Than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
	This strategy has no actions at this time. Actions originally identified for this strategy were covered by other actions or combined with similar actions. This strategy is left as a placeholder to ensure that it receives consideration as the final action plan is assembled.						

Community Connections

Strategy HSS 21	Neighborly Care. Support programs and activities that help Tualatin residents to know and take care of their neighbors.	*Lead Partner*	*Suggested Supporting Partners*	Timeline: Less Than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
	This strategy has no actions at this time. Actions originally identified for this strategy were covered by other actions or combined with similar actions. This strategy is left as a placeholder to ensure that it receives consideration as the final action plan is assembled.						

Community Connections, continued

Strategy HSS 22	Collaborative Community Organizations. Support programs that enable faith-based groups and other community organizations to work together in order to help meet community needs.	*Lead Partner*	*Suggested Supporting Partners*	Timeline: Less than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
Action HSS 22.1	Faith-based Network. Establish a Tualatin Ecumenical Council to provide support for community members in need. This Action moved from the Thinking Forward/ Parking Lot – not a change	Need Lead Partner	Churches, Washington and Clackamas Counties				

Original additional Comments/Suggestions received from the website, tabloid and community events:

General comment: A sustainable city, reducing our environmental footprint (see today's Oregonian, reduce citywide - landscapers use of chemicals.
General comment: Regarding the judicial system; how about providing alternative dispute resolution services as well.
General comment: Tualatin needs property to house social services, parks, rec centers, arts, theatre, community center. Buy the old Tualatin Elementary.
General comment: City to partner with healthcare industry/health professionals to raise awareness of, and educate the public on pressing/modern health concerns that plaque communities: childhood obesity, childhood and adult diabetes, drug abuse, teen pregnancy…

HOW WE CONNECT WITH NATURE – Parks, Recreation and Natural Areas

Water Quality and Protection

Strategy PRN 1	**Clean Waterways.** Promote clean waterways in Tualatin suitable for swimming, fishing and animal habitat. Work with upstream communities to influence the protection of waterways and enforcement of clean water laws.	*Lead Partner*	*Suggested Supporting Partners*	Timeline: Less Than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
Action PRN 1.1	**Location and Resource Assessment.** Assess and support identification of those lands and other resources in Tualatin that require environmental regulation oversight.	Clean Water Services	City of Tualatin, Metro, The Tualatin Riverkeepers, The Wetlands Conservancy, ~~other "friends" groups~~	X	X	X	X
Action PRN 1.2	**Regional Waterways Protection.** Work with other communities to coordinate enforcement efforts for protection and enhancement of local waterways in Tualatin.	Clean Water Services	City of Tualatin, Metro, The Tualatin Riverkeepers, The Wetlands Conservancy;	X	X	X	X

Strategy PRN 2	**Land Use Regulations and Management.** Work with the City of Tualatin's land use regulations and management to promote improved water quality in the Tualatin River system.	*Lead Partner*	*Suggested Supporting Partners*	Timeline: Less Than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
Action PRN 2.1	**Stormwater System Inventory.** Inventory and assess condition of existing stormwater systems in Tualatin.	City of Tualatin	Clean Water Services Local Businesses	X	X	X	X
Action PRN 2.2	**Environmentally Sound Development Practices.** Research and promote best practices to design, develop and manage new construction in a more environmentally sound manner. (Moved to GHT 18.2)	City of Tualatin	Wetlands Conservancy, Washington County, Metro	X	X	X	X
Action PRN 2.3	**Water Quality Retrofitting.** Develop or expand existing land use regulations to require retrofitting of commercial/industrial and community water systems to improve water quality. Retrofitting could include actions such as: • Requiring a larger percentage of native vegetation versus lawns • Replacing impervious surfaces, for example using pavers • Creating bioswales. (Moved to GHT 18.3)	City of Tualatin	Clean Water Services	X	X	X	X

Environmental and Parks Planning

Strategy PRN 3	**Open Space Planning.** Utilize the City's comprehensive planning system to promote the preservation of open space that contributes to the community's overall quality of life.	*Lead Partner*	*Suggested Supporting Partners*	Timeline: Less Than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
Action PRN 3.1	**Open Space Guidelines.** Review and revise City 'open-space' guidelines including: • Researching other local and regional open space guidelines to determine best practices. • Identifying and inventorying existing City open space-expansion regulations and ordinances. • Developing and implementing guidelines incorporating best practices for open space preservation. • Exploring creation of small neighborhood parks in new developments. • Reviewing existing City open space expansion regulations and ordinances to determine if the density to open space ratio needs to be adjusted.	City of Tualatin	Clean Water Services Metro	X	X	X	X

Strategy PRN 4	**Comprehensive Parks and Recreation Planning.** Promote comprehensive master planning for all parks and recreation services in Tualatin, emphasizing planning and partnerships with Washington County and other local jurisdictions in meeting the community's long-term recreational needs.	*Lead Partner*	*Suggested Supporting Partners*	Timeline: Less Than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
Action PRN 4.1	**Development Regulations Revisions.** Enhance/expand land use regulation revisions to encourage low-impact development practices, in order to work with other municipalities adjoining the areas. (Moved to GHT 4.3)	City of Tualatin	Tualatin Riverkeepers, Tigard-Tualatin School District	X			
Action PRN 4.2	**New Development Parks.** Exploring creation of small neighborhood parks in new developments.	City of Tualatin, ~~Metro~~	Metro	X	X	X	X

Environmental and Parks Planning, continued

Strategy PRN 4 (Cont.)	Comprehensive Parks and Recreation Planning. Promote comprehensive master planning for all parks and recreation services in Tualatin, emphasizing planning and partnerships with Washington County and other local jurisdictions in meeting the community's long-term recreational needs.	*Lead Partner*	*Suggested Supporting Partners*	Timeline: Less than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
Action PRN 4.3	**Multi-purpose Community/Recreation Facility.** Explore development of a multi-purpose community center/sports complex with indoor and outdoor facilities at one location including: • Considering available property for citing a community center and securing that property for future development of a community center • Developing a community taskforce to solicit funding and land donations for a community center such as a bond measure to fund construction/maintenance • Designating an established community center managed by Tualatin Community Services (Parks and Recreation) to provide additional lifelong learning classes and related programs and activities. • Developing recreational programs with an emphasis on youth activities.	City of Tualatin	~~City of Tualatin,~~ Loaves & Fishes, Inc. , Juanita Pohl Center, ~~Homebuilders Association, The Tualatin Riverkeepers, The Wetlands Conservancy, various philanthropic arts funds, , Chamber of Commerce,~~ local businesses, ~~private schools,~~ Tigard-Tualatin School District		~~X~~	X	~~X~~
Action PRN 4.4	**Tualatin River Canoe Trail.** Develop a plan to establish and complete a Tualatin River Canoe Trail, working with Metro and other relevant agencies. This Action moved from the Thinking Forward/ Parking Lot – not a change	Metro	Clean Water Services, City of Tualatin, ~~Metro,~~ Tualatin Riverkeepers, Tualatin River National Wildlife Refuge, Sate Marine Board, State Fiah & Wildlife Service, Washington County, West Linn, Lake Oswego, Rivergrove, Durham, Tigard, Hillsboro, Clackamas County			X	

Strategy PRN 5	Local Global Warming Impact. Promote a broad range of programs and activities, both public and private, that reduce the Tualatin community's contribution to global warming.	*Lead Partner*	*Suggested Supporting Partners*	Timeline: Less than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
Action PRN 5.1	Strategize and support the City of Tualatin and local businesses in their efforts to promote environmental sustainability. (This Action is new)	City of Tualatin	Local Businesses	X	X	X	X

Preservation and Restoration of Natural Areas

Strategy PRN 6	Open Space Protection. Promote open space protection in Tualatin through inventory, preservation and management activities, and through strict legal protection for identified open spaces. Participate in inter-city agreements to preserve open space.	*Lead Partner*	*Suggested Supporting Partners*	Timeline			
				Less Than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
Action PRN 6.1	Open Spaces Inventory. Revise existing plans, including updating a comprehensive inventory of existing and potential designated open spaces in Tualatin.	City of Tualatin	Clean Water Services, Metro		X	X	X
Action PRN 6.2	Acquisition and Open Spaces Expansion. Pursue opportunities to purchase properties adjoining existing open spaces in Tualatin.	City of Tualatin	Metro, Oregon State Parks	X	X	X	X
Action PRN 6.3	Governmental Agency Coordination. Consider expanding parties involved in inter-city agreements affecting open space management and preservation.	City of Tualatin	Metro, Clean Water Services, The cities of Durham, Wilsonville, Sherwood, Tigard, Lake Oswego, and Rivergrove	X	X	X	X

Strategy PRN 7	Environmental Restoration. Restore wetlands and naturally sensitive areas in Tualatin through sufficient funding and related restoration program and activities.	*Lead Partner*	*Suggested Supporting Partners*	Timeline			
				Less Than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
Action PRN 7.1	Restoration Volunteerism. Support and expand environmental restoration efforts of sensitive areas and wetlands.	City of Tualatin~~, Clean Water Services, Friends of Trees~~	The Wetlands Conservancy, Clean Water Services, Friends of Trees	X	X	X	X
Action PRN 7.2	Funding Continuation and Expansion. Expand and enhance existing funding efforts. This Action moved from the Thinking Forward/ Parking Lot – not a change	~~Need Lead Partner~~ City Of Tualatin	~~The Wetlands Conservancy, City of Tualatin , Metro, Tualatin Riverkeepers, Tigard-Tualatin School District~~	X	X	X	X

Preservation and Restoration of Natural Areas, continued

Strategy PRN 8	**Natural Buffers.** Protect Tualatin's livability through the development of natural buffers and related activities.	*Lead Partner*	*Suggested Supporting Partners*	Timeline			
				Less than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
Action PRN 8.1	**Pervious Surfaces.** Explore the pervious surfaces as natural cleansers and buffers for storm water runoff management.	City of Tualatin	Clean Water Services	X	X	X	X
Action PRN 8.2	**Natural Buffer Expansion.** Increase natural buffers and green with easements or buying property, especially new developments.	City of Tualatin	Metro~~, Friends of Refuge, Tualatin Riverkeepers~~, The Wetlands Conservancy~~,~~ ,Clean Water Services	X	X	X	X
Action PRN 8.3	**Tualatin River National Wildlife Refuge Expansion** Expand ~~the Tualatin Wildlife Refuge~~ through actions such as acquiring 1500 acres adjoining the Refuge. This Action moved from the Thinking Forward/ Parking Lot – not a change	Tualatin River National Wildlife Refuge	Clean Water Services, ~~Wetlands Conservancy~~ Metro	X	X	X	X

Strategy PRN 9	**City of Trees.** Promote continued and ongoing recognition of Tualatin as a "City of Trees" through active preservation activities and expansion of its tree canopy.	*Lead Partner*	*Suggested Supporting Partners*	Timeline			
				Less than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
Action PRN 9.1	**Tree Guidelines.** Actively preserve, protect and expand the tree canopy with regulations, guidelines, and plantings. • Revising existing City Tree Regulations to: 1) replace mature trees that require cutting with large trees (perhaps defined by trunk diameter); 2) provide increased protection for clusters of trees • Expanding protection guidelines for existing trees (including programs like Heritage Tree) • Planting appropriate tree varieties.	City of Tualatin	Tualatin Riverkeepers, The Wetlands Conservancy, , Chamber of Commerce, local businesses, ~~schools,~~ Clean Water Services	X	X	X	X

Preservation and Restoration of Natural Areas, continued

Strategy PRN 10	Natural and Cultural History Preservation. Preserve and celebrate Tualatin's natural history through public awareness activities, events and community facilities. **Moved to ACE 21**	*Lead Partner*	*Suggested Supporting Partners*	Timeline: Less than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
Action PRN 10.1	Art Walk. Consider expanding sites/venues and scope of Tualatin's Art Walk to incorporate information on natural historical events and on local cultural history of significance. **Moved to ACE 21.1** **This Action is currently under discussion with Lead Partner**	City of Tualatin	Tualatin Arts Advisory Committee (siting and design/display aspects of this action)				

Parks and Trails

Strategy PRN 11	Natural and Inviting Trails. Promote public awareness and use of Tualatin's trails, including their recognition for providing natural and inviting forms of recreation and nature appreciation.	*Lead Partner*	*Suggested Supporting Partners*	Timeline: Less than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
Action PRN 11.1	Trail Safety Evaluation. Evaluate and improve safety of existing trails and pursue remedies, such as improved lighting.	City of Tualatin		X	X	X	X
Action PRN 11.2	Trails Master Plan. Explore connection of existing trails within current Parks Master Plan, Bikeway Plan and Greenway Development plans and implement trail connectivity.	City of Tualatin	Metro, The Wetlands Conservancy, Clackamas County, Washington County, Clean Water Services, ODOTDurham, Lake Oswego, Rivergrove, Wilsonville, Sherwood, Tigard, Oregon State Parks, Tualatin Riverkeepers	X	X	X	X

Preservation and Restoration of Natural Areas, continued

Strategy PRN 12	Parks-to-People Acreage Ratio. Promote enhancement of Tualatin's park-to-population ratio, balancing new development in the community with adequate parks and open spaces.	*Lead Partner*	*Suggested Supporting Partners*	Timeline			
				Less than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
Action PRN 12.1	Existing Plan Implementation. Support continued implementation of Parks Master Plan.	City of Tualatin	Developers, neighborhood associations, Metro, Tigard-Tualatin School District ~~TSD~~	X	X	X	X

Strategy PRN 13	Diverse Bicycle Paths. Provide ample bicycle facilities in Tualatin, including both bicycle paths and on-road bicycle lanes.	*Lead Partner*	*Suggested Supporting Partners*	Timeline			
				Less Than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
Action PRN 13.1	Bicycle Path Connectivity Assessment. Identify bike path connectivity issues within Tualatin and between Tualatin and surrounding communities. If path connections don't exist, develop these paths.	City of Tualatin	ODOT, Washington County, Clackamas County, TriMet, Cities of Tigard, Wilsonville, Lake Oswego, Sherwood, Durham and Rivergrove, Clean Water Services, Metro, Tualatin Riverkeepers	X	X	X	X

Strategy PRN 14	Designated Dog Parks. Provide ample designated dog parks in Tualatin for canines and their owners, without interference to other park users and public activities.	*Lead Partner*	*Suggested Supporting Partners*	Timeline			
				Less Than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
Action PRN 14.1	Off-Leash Area Siting. Identify possible designated, accessible off-leash area(s) within Tualatin.	City of Tualatin	Local citizens	X			
Action PRN 14.2	Off-Leash Area. Establish an off-leash area (OLA).	City of Tualatin	Friends of Tualatin Dog Park, Local Businesses, local service organizations	X	X		
Action PRN 14.3	Management Guidelines. Develop and operate an off-leash Designated Dog Park.	City of Tualatin	~~Local service organizations~~	X	X	X	X

Parks and Trails, continued

Strategy PRN 15	Recreational Opportunities for All. Promote and offer a comprehensive slate of coordinated recreational activities and opportunities for all ages and groups in Tualatin.	*Lead Partner*	*Suggested Supporting Partners*	Timeline			
				Less than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
Action PRN 15.1	~~This strategy has no actions at this time. Actions originally identified for this strategy were covered by other actions or combined with similar actions. This strategy is left as a placeholder to ensure that it receives consideration as the final action plan is assembled.~~Collaborate with providers to: • *Evaluate existing programs* • *Identify underserved groups* • *Develop and promote appropriate recreational programs*	City of Tualatin	TTSD, Loaves & Fishes, Inc., Juanita Pohl Center	X	X	X	X

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Parks and Trails, continued

Strategy PRN 16	Versatile Facilities. Provide a versatile range of recreational facilities in Tualatin that accommodate a wide variety of sporting, recreational and related community activities.	*Lead Partner*	*Suggested Supporting Partners*	Timeline			
				Less than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
Action PRN 16.1	Growth Projections. Update, as part of a Parks and Recreation Master Plan Update, the existing forecast for population and demographics for the next five to ten years or for the plan period, as appropriate.	City of Tualatin				X	
Action PRN 16.2	Public/Private Performing Arts Center Partnership. Continue and expand Tigard-Tualatin School District (TTSD) partnership with the City of Tualatin to provide Tualatin High School Theater for non-school community use such as children's theater and performances by local professional theater companies. Community use of facilities to follow TTSD cost-neutral structure (no cost to TTSD for operations). Moved to ACE 12.1	Tigard-Tualatin School District	Performing Arts groups and organizations, Tualatin Arts Advisory Committee		X	X	X

Original additional Comments/Suggestions received from the website, tabloid and community events:

PRN 6 *Under this specific Strategy the following comment/suggestion was received:* Require developers to supply some of this land for trails and parks.
PRN 10 *Under this specific Strategy the following comment/suggestion was received:* Consider making a new action to include a walk focusing on local cultural history of significance.
General comment: Bike path along Tualatin River – long access
General comment: Decrease use of chemicals in parks (also mentioned in HSS and GHT)

HOW WE GET AROUND – Traffic, Transportation and Connectivity

Transportation Planning

Strategy TTC 1	**Multi-Modal Transportation.** Promote the development of a fully multi-modal transportation system in Tualatin, providing safe, efficient, alternative modes of travel for businesses and residents, from youth to seniors.	*Lead Partner*	*Suggested Supporting Partners*	Timeline			
				Less Than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
Action TTC 1.1	**Community Bus System.** Explore the feasibility of a community-wide public transit system in Tualatin to expand transportation options, such as replicating successful existing local public transit service systems, including Wilsonville's SMART transit system. Research public mass transit funding including transportation grants and federal funding sources. The transit system should connect current, and planned; • TriMet bus stops • Commuter rail station • Park & Ride locations • Key community locations, such as essential healthcare and social service centers, the Commons/Town Center, Bridgeport Village, Nyberg Woods, PCC Sylvania • Regional neighboring communities (such as Tigard).	City of Tualatin	TriMet, Senior Center, social services, Providence Hospital, Legacy-Meridian Park Hospital, Chamber of Commerce, neighborhood groups, SMART, Oregon Department of Transportation, Washington County Community Action Coordinator			X	
Action TTC 1.2	**Tualatin River Bike/Pedestrian Path.** Complete and connect missing sections of the bicycle/pedestrian path along the south side of the Tualatin River from Urban Planning Area boundary to Urban Planning Area boundary. Identify funding options to proceed with completion/connection of pedestrian/bicycle paths gaps in Tualatin. Develop and implement completion/connection schedule.	City of Tualatin	Metro, Tualatin Riverkeepers, the Wetlands Conservancy, bicycle clubs, affected neighborhoods, Clean Water Services, Oregon Department of Transportation	X	X	X	X
Action TTC 1.3	**Transit Expansion.** Expand and enhance Tualatin's public transportation options within the scope of TriMet's Transit Investment Plan (TIP). Transit expansion will occur as funding is available **Moved from ACE 8.1**	TriMet	City of Tualatin, Westside Transportation Alliance				X
Action TTC 1.4	**PCC Shuttle.** Develop a shuttle service between Tualatin Park & Ride lots and Portland Community College's Sylvania Campus . **Moved to TTC 8.2**	Need Lead Partner	TriMet, Portland Community College				

Transportation Planning, continued

Strategy TTC 2	**Improved Access and Connections.** Improve pedestrian and bicycle routes and selective roadway connections in Tualatin in order to link divided portions of the city and improve overall access and movement in the community.	*Lead Partner*	*Suggested Supporting Partners*	Timeline: Less Than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
	This strategy has no actions at this time. Actions originally identified for this strategy were covered by other actions or combined with similar actions. This strategy is left as a placeholder to ensure that it receives consideration as the final action plan is assembled.						

Strategy TTC 3	**Access to Public Services.** Improve access to public services in Tualatin, including health, safety, government and retail services, through careful planning of new development, pedestrian amenities, adequate parking, connection to bicycle and mass transit, and roadway and traffic management.	*Lead Partner*	*Suggested Supporting Partners*	Timeline: Less Than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
	This strategy has no actions at this time. Actions originally identified for this strategy were covered by other actions or combined with similar actions. This strategy is left as a placeholder to ensure that it receives consideration as the final action plan is assembled.						

Strategy TTC 4	**Downtown Parking.** Develop ample public parking in Tualatin Town Center in order to better accommodate local businesses, services and retail establishments.	*Lead Partner*	*Suggested Supporting Partners*	Timeline: Less Than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
Action TTC 4.1	**Parking/Funding Adequacy.** Determine appropriate parking needs and: • Create a long-term parking and funding plan for downtown Tualatin. • Increase parking as a component of development in downtown Tualatin, if necessary.	City of Tualatin	TriMet, developers, Chamber of Commerce, Downtown Business Association, developers.		X		
Action TTC 4.2	**TriMet Station Relocation.** Evaluate possible relocation sites for the existing TriMet bus stop currently located near intersection of Lower Boones Ferry Road and Tualatin-Sherwood Road to reduce traffic congestion and improve access. This Action moved from the Thinking Forward/ Parking Lot – not a change	Need Lead Partner	City of Tualatin				

Traffic Management

Strategy TTC 5	**Improved Traffic Management.** Develop and institute an improved traffic management system in Tualatin to optimize traffic signals and mass transit for better traffic flow at consistent speeds throughout the city.	*Lead Partner*	*Suggested Supporting Partners*	Timeline: Less than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
Action TTC 5.1	**Heavy-freight Management.** Evaluate innovative ways to address the impacts of heavy truck/freight distribution routes within Tualatin. Consider remedial alternatives such as: • Designating and improving truck routes. • Encouraging use of roadways during non-peak hours. • Providing incentives to use alternate routes • Providing incentives to shift business hours for freight delivery/receiving • Using street designs such as roundabouts and landscaping features • Considering future resurgence of railroad mode as a freight mover *(For similar or related Actions, see also GHT 17.1, TTC 6.1)*	City of Tualatin	School district, Chamber of Commerce, Business associations, Western Transportation Alliance			X	

Strategy TTC 6	**Improved Traffic Flow.** Improve the flow of traffic in Tualatin through special routes and lanes, roadway improvements and other measures, relieving traffic congestion and promoting the flow of local residential traffic.	*Lead Partner*	*Suggested Supporting Partners*	Timeline: Less than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
Action TTC 6.1	**Traffic Flow Management.** Evaluate Tualatin traffic flow management options such as: • Promoting usage of additional Protected Permissive Phasing (left turn on flashing yellow light) • Establishing regular frequency to evaluate and re-time lights along Tualatin-Sherwood Road • Encouraging staggered dismissal times for public and private schools. • Offering incentives for van/car pooling • Exploring feasibility for making a one-way street grid • Exploring one-way loop road • Exploring expansion of Tualatin-Sherwood Road to two lanes in each direction. *(For similar or related Actions, see also GHT 17.1, TTC 5.1)*	City of Tualatin	Washington County, Camber of Commerce, businesses, neighborhood associations, Westside Transportation Alliance, Metro, Oregon Department of Transportation	X	X	X	X

Traffic Management, continued

Strategy TTC 7	**Traffic Enforcement.** Develop adequate staffing and funding to support traffic enforcement in Tualatin that promotes and encourages compliance with all traffic laws.	*Lead Partner*	*Suggested Supporting Partners*	Timeline			
				Less Than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
Action TTC 7.1	**Technology Support in Enforcement.** Conduct a needs analysis to determine if existing enforcement is adequate or if new technology is needed. If technology is necessary, establish funding to utilize Intelligent Transportation System (ITS) technology, such as photo radar and radar speed signs.	City of Tualatin	Washington County Department of Transportation, Clackamas County Department of Transportation, Oregon Department of Transportation, Westside Transportation Alliance, state legislators	X			

Strategy TTC 8	**Minimal Construction Delays.** Work with key government agencies, businesses and citizens to coordinate transportation-related construction, minimizing traffic delays and other community impacts.	*Lead Partner*	*Suggested Supporting Partners*	Timeline			
				Less Than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
	This strategy has no actions at this time. Actions originally identified for this strategy were covered by other actions or combined with similar actions. This strategy is left as a placeholder to ensure that it receives consideration as the final action plan is assembled.						

Road System

Strategy TTC 9	I-5/99W Connector. Partner with federal, state, regional and local governments to complete a planned Interstate 5-Highway 99 West connector, separating long-haul and regional commercial-industrial and commuter traffic from local traffic on Tualatin-Sherwood Road.	*Lead Partner*	*Suggested Supporting Partners*	Timeline			
				Less Than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
Action TTC 9.1	Regional Goal Setting. Develop a regional strategy to address the I-5/99W connector to include components such as: • Convening a regional forum to reach consensus on long-term goals. Forum to include the cities of Tualatin, Wilsonville, Sherwood, Tigard and others) • Addressing Metro, County, State and Federal regulatory agencies with a unified proposal and approach • Providing public involvement opportunities throughout the strategy development process • Providing periodic progress reports • Discussing possible alternative I-5 access options including construction of an on/off ramp at SW Norwood.	City of Tualatin	City managers of surrounding cities, Metro, Washington County, Clackamas County, state & federal regulators	DONE			

Strategy TTC 10	Local Access to Freeways. Improve local access to freeways in the community through traffic management, roadway improvements and new routes.	*Lead Partner*	*Suggested Supporting Partners*	Timeline			
				Less Than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
	This strategy has no actions at this time. Actions originally identified for this strategy were covered by other actions or combined with similar actions. This strategy is left as a placeholder to ensure that it receives consideration as the final action plan is assembled.						

Strategy TTC 11	Road Maintenance. Develop proactive programs and strategies for the ongoing improvement and maintenance of the City of Tualatin's road system.	*Lead Partner*	*Suggested Supporting Partners*	Timeline			
				Less Than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
	This strategy has no actions at this time. Actions originally identified for this strategy were covered by other actions or combined with similar actions. This strategy is left as a placeholder to ensure that it receives consideration as the final action plan is assembled.						

Road System, continued

Strategy TTC 12	**Roadside Landscaping.** Develop new programs and activities to improve and enhance City standards for and involvement in roadside landscaping.	*Lead Partner*	*Suggested Supporting Partners*	Timeline			
				Less than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
Action TTC 12.1	**Roadside Landscape.** Support and expand roadside landscaping. Update to include unique and innovatively designed landscaping requirements with strong aesthetic identify for road-sides adjacent to new developments and re-development projects. *(For similar or related Actions, see also GHT 21.1)*	City of Tualatin	Oregon Department of Transportation, Washington County, Clackamas County, business community	X	X	X	X

Mass Transit and Regional Transportation

Strategy TTC 13	**Regional Transit Linkage.** Strengthen Tualatin's linkages with the regional transit system (bus, rail, etc.), improving transit service and connections within the city and to other parts of the region for the local population at all times of day.	*Lead Partner*	*Suggested Supporting Partners*	Timeline			
				Less Than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
Action TTC 13.1	**Commuter Rail Service Expansion.** Evaluate expansion of commuter rail service, utilizing existing east-west rail infrastructure, to serve Sherwood, Lake Oswego and Portland. This Action moved from the Thinking Forward/ Parking Lot – not a change	Need Lead Partner	Oregon Department of Transportation, Westside Transportation Alliance, Metro, Portland & Western Railroad, Cities of Portland, Sherwood, Tigard, Lake Oswego, Wilsonville, Washington County, Clackamas County				X

Alternative Modes (Pedestrians, Bicycles)

Strategy TTC 14	Pedestrian Routes and Crossings. Establish a network of safe, well-designed pedestrian routes and crossings in Tualatin, separating foot traffic from bicycle and vehicular traffic throughout the city.	*Lead Partner*	*Suggested Supporting Partners*	Timeline			
				Less Than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
Action TTC 14.1	Pedestrian Paths. Consider development of an overpass spanning Tualatin-Sherwood Road to safely connect north and south neighborhoods for pedestrians and bicyclists. This Action moved from the Thinking Forward/ Parking Lot – not a change	Need Lead Partner	Oregon Department of Transportation, Metro, Washington County, Clackamas County				X

Strategy TTC 15	Walkable Commercial Areas. Promote greater walkability and pedestrian-friendly features in all of Tualatin's commercial areas.	*Lead Partner*	*Suggested Supporting Partners*	Timeline			
				Less Than 1 Year	1 - 2 Years	3 - 5 Years	6+ Years
Action TTC 15.1	Commercial Areas Walkability Promotion. Develop and promote a Tualatin Walkability outreach program to inform and educate the community on available resources and encourage community participation. This Action moved from the Thinking Forward/ Parking Lot – not a change	Need Lead Partner	Chamber of Commerce, City of Tualatin, Downtown Business Association				

Original additional Comments/Suggestions received from the website, tabloid and community events:

General comment: Establishing neighborhood commercial areas will play a major role in reducing traffic from 'local' and 'service' trips and needs. (Land use linked with transportation)
General comment: Adequate and clearly marked bike parking at various commercial and civic locations.

Approved By Tualatin City Council
Date 9-28-09
Recording Secretary

STAFF REPORT
CITY OF TUALATIN

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Kent W. Barker, Chief of Police

DATE: September 28, 2009

SUBJECT: RESOLUTION TO ADOPT AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON, AND THE CITY OF PORTLAND FOR TRANSIT POLICE SERVICES

ISSUE BEFORE THE COUNCIL:
The adoption of this resolution will approve an Intergovernmental Agreement with the Tri-County Metropolitan Transportation District (TriMet) and the City of Portland to add a Tualatin Police Officer to the Transit Police Division and accept funds to pay for the Officer's salary, benefits, and other special equipment.

RECOMMENDATION:
It is recommended that this agreement be approved to allow the participation of the Tualatin Police Department on the Transit Police Division West Side Team.

EXECUTIVE SUMMARY:
The TriMet Westside Express Service (WES) commuter trains now travel through the City of Tualatin. These trains directly link with the MAX light rail system and the other bus transportation centers and stops that are throughout the City of Tualatin and the Portland metropolitan area.

In the spring of 2008, the Washington County Sheriff and the chiefs for the police departments within Washington County met with TriMet officials and expressed our concerns about how the Transit Police Division was conducting enforcement actions with the transit systems throughout the region. It was our recommendation to develop an Interagency "West Side Team" consisting of officers from the Washington County Agencies and to primarily focus on transit issues within Washington County, and not in the downtown Portland area or other counties in the area.

TriMet agreed to the concept and entered into an Intergovernmental Agreement with Washington County, Hillsboro, Cornelius, Forest Grove, Beaverton, and Tigard. TriMet approached me several times and requested that our Department place a Tualatin Officer on the team since the new WES line ran through our city.

This agreement identifies the expected service levels, operations, agency cooperation, and the reimbursement of costs. In summary, TriMet will pay the City of Tualatin 110% of the total costs for one of our police officers to participate on this interagency team.

This agreement will benefit the City of Tualatin by having one single officer on the team, yet have a team of eight officers available to us if we were to have an issue with any of our transit locations, including the WES station. The interagency cooperation within Washington County has always been successful and this is another opportunity for our City to cooperate with other cities within the county to help all of our citizens feel safe on any type of public transportation they wish to use.

The West Side Team will share intelligence information with the other participating agencies who are involved with the Transit Police Division and our officer will receive valuable information and safety alerts from the other participating agencies.

FINANCIAL IMPLICATIONS:
This agreement would provide reimbursement for 110% of actual costs for our participating officer. We would be required to submit a monthly bill to the Portland Police Bureau and we would be reimbursed on a monthly basis.

This agreement will be in effect until June 30, 2010 and renewed each year after that.

Attachments: A. Resolution
B. Intergovernmental Agreement

RESOLUTION NO. 4933-09

RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON, AND THE CITY OF PORTLAND FOR TRANSIT POLICE SERVICES

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

Section 1. The attached Intergovernmental Agreement is hereby approved and accepted.

Section 2. The Mayor and City Recorder are authorized and directed to execute the Intergovernmental Agreement on behalf of the City of Tualatin.

Section 3. The Mayor or his designee is further authorized to enter into a Memorandum of Understanding relating to the provision of the Intergovernmental Agreement with the Metropolitan Transit District and the City of Portland so long as the terms of any such Memorandum of Understanding are consistent with the terms of the Agreement and all of the parties to the understanding are other units of local government that have agreed to be bound by the terms of the attached agreement.

INTRODUCED AND ADOPTED this 28th day of September, 2009.

CITY OF TUALATIN, OREGON

BY _____
Mayor

ATTEST:

BY _____
City Recorder

APPROVED AS TO LEGAL FORM

Brenda L. Braden
CITY ATTORNEY

PORTLAND POLICE BUREAU
TRANSIT POLICE DIVISION
STANDARD OPERATING PROCEDURES

SOP: A-20
EFFECTIVE: August 1, 2008
REVISED February 2009
REVIEW: August 1, 2010

SUBJECT: Citizen complaints involving partner agency officers

POLICY: The City of Portland (PPB) recognizes it has no authority to investigate allegations of non-criminal misconduct of non-PPB members of the Transit Police Division (TPD). The TPD will assist with gathering information related to a complaint. TPD, PPB Internal Affairs Division (IAD), and partner agencies' IAD will coordinate the conducting of investigations.

PURPOSE: To establish a policy and process for handling complaints for sworn partner agency members of the TPD of the Portland Police Bureau that respects all rights and privileges under the affected partner agency member's collective bargaining agreement and complies with partner agency policies.

PROCEDURES AND RESPONSIBILITY:

I. COMPLAINTS

Complaints received by a member of the Division will be first referred to the officer's or deputy's agency. Coordination of the resolution of the complaint will be accomplished through the agency and the TPD commander. Agencies wishing to resolve the complaint will be responsible for the follow-up and investigation. If it is mutually decided that TPD will handle the complaint, the commander will follow agency policy and respect collective bargaining rights of the officer or deputy.

Complaints received by City of Portland Independent Police Review (IPR) or PPB Internal Affairs Division will be referred to the responsible agency. A courtesy notification to the TPD commander will also occur.

II. COMPLAINT INVESTIGATIONS

Internal Affairs investigations involving PPB members will be conducted by the PPB IAD or assigned to the TPD for completion in accordance with the guidelines of PPB Directive 330.00.

When a partner agency member is identified as the principle subject of a complaint, the partner agency will take the lead of the investigation, regardless of the source of the initial complaint. The complaint will be referred to the partner agency, for evaluation and/or investigation to the extent that they desire. The PPB Internal Affairs Division will coordinate with partner agencies when PPB members are involved in the investigation.

PPB may ask partner agency officers to be interviewed by PPB IAD or write a police report when they are identified as a witness to an incident, and they will be considered the equivalent of any citizen witness that may have information relating to a complaint against a PPB officer.

All partner agency sworn members retain the rights and privileges given to them from the collective bargaining agreements of their respective agency.

III. RESPONSIBILITIES

The TPD Commander will make findings on completed PPB IAD investigations involving members. Partner agency command officers will follow their own procedures regarding completed investigations involving their members. A review of an investigation into an incident involving more than one agency will be coordinated by the TPD commander and designated partner agency representative. If there is a sustained finding and the actions of the partner agency member serious enough to make the member's continued assignment to the Transit Police Division detrimental to the Division, the Commander may seek removal of that member from the Division and reassignment back to his/her home agency.

IV. REFERENCE DOCUMENTS

PPB Directive 330.00, Internal Affairs Complaint Investigation Process.

VINCENT L. JARMER
Commander, Portland Police Bureau
Transit Police Division

Distribution: Commander
Lieutenants
Sergeants
Display Board
Division SOP Manual

SOP – A-20 (revision #5 February 2009)

Sent for Signatures
By: Kent Barker
@ police

COPY

INTERGOVERNMENTAL AGREEMENT AMONG THE TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON, THE CITY OF TUALATIN AND THE CITY OF PORTLAND FOR TRANSIT POLICE SERVICES

This Agreement is among the Tri-County Metropolitan Transportation District of Oregon (TriMet), the City of Tualatin (Tualatin) and the City of Portland (Portland), pursuant to authority granted in ORS Chapter 190.

RECITALS

1. TriMet, Cornelius and Portland ("the parties") seek to expand the TriMet Transit Police Division to increase safety and security operations on the TriMet transit system, by provision of one or more Tualatin police officers to the Transit Police Division.

AGREEMENT

The parties agree as follows:

1. TERM: The initial term of this Agreement shall be from October 1, 2009 through June 30, 2010, at which time a new Agreement will be established unless terminated sooner under the terms of this Agreement.

2. RESPONSIBILITIES OF PARTIES: See attached Exhibit 1.

3. TERMINATION: This Agreement may be terminated as follows:

   a. Any party may terminate this Agreement for its convenience and without penalty upon thirty (30) days written notice of its intention to terminate.

   b. If TriMet is unable to appropriate sufficient funds to pay Tualatin for its services under this Agreement, TriMet must notify Tualatin and Portland and the Agreement terminates as of the end of the last fiscal year for which such appropriations are available.

   c. Any obligations arising prior to the date of termination survive the termination, including any obligation to indemnify, defend and hold harmless any other jurisdictions.

4. INDEMNIFICATION:

   Portland and Tualatin will be responsible for the work of the officers assigned to the TriMet Transit Police Division.

   Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, Tualatin shall indemnify, defend and hold harmless

TriMet and Portland from and against all liability, loss, and costs arising out of or resulting from the acts of Tualatin, its officers, employees, and agents in the performance of this Agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, TriMet shall indemnify, defend, and hold harmless Tualatin and Portland from and against all liability, loss, and costs arising out of or resulting from the acts of TriMet, its officers, employees, and agents in the performance of this Agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, Portland shall indemnify, defend, and hold harmless Tualatin and TriMet from and against all liability, loss, and costs arising out of or resulting from the acts of Portland, its officers, employees, and agents in the performance of this Agreement.

5. INSURANCE: Each party shall be responsible for providing workers' compensation insurance for their respective employees, as required by law, and may elect to commercially insure or self insure for any other liabilities assumed under this agreement.

6. ADHERENCE TO LAW: Each party must comply with all federal, state, and local laws and ordinances applicable to this Agreement.

7. ACCESS TO RECORDS: Each party must have access to the books, documents, and other records of the other parties related to this Agreement for the purpose of examination, copying, and audit, unless otherwise limited by law.

8. SUBCONTRACTOR AND ASSIGNMENT: No party shall subcontract or assign any part of this Agreement without the written consent of the other parties.

9. ENTIRE AGREEMENT: This Agreement incorporates by reference and makes all of the terms and conditions of the Exhibits 1 through 4 attached hereto a part of this agreement and constitute the entire agreement between the parties. This Agreement may be modified or amended only by the written agreement of the parties.

10. ATTORNEY FEES: In the event a lawsuit is filed to obtain performance of any kind under this Agreement, the prevailing party is entitled to additional sums as the court may award for reasonable attorney fees, all costs, and disbursements, including attorney fees, costs, and disbursements on appeal.

11. SEVERABILITY: The parties agree that, if any term of this Agreement, is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms will not be affected.

12. NOTICES: The parties must send any notices, bills, invoices, reports, or other written communications required by this Agreement through the United States Mail, first-class postage paid, or personally delivered to the addresses below:

COPY

Sent for Signatures
By:_____

TUALATIN	**TRIMET**	**PORTLAND**
City of Tualatin 18880 SW Martinazzi Tualatin, OR 97062	Executive Director, Operations 4012 SE 17th Avenue Portland, OR 97202	Commander, Transit Police Division 210 N.W. 1st Avenue Portland, OR 97209
_____ *Signature* Lou Ogden, Mayor _____ *Print*	_____ *Signature* _____ *Print*	_____ *Signature* _____ *Print*
Title Approved as to form: Brenda L. Braden Tualatin Counsel	*Title* _____ Legal Counsel	*Title* By:_____ Mayor _____ City Attorney

Exhibits:

Exhibit 1 – Transit Police Division Administration & Operations
Exhibit 2 – Transit Police Division Personnel Operations (Westside Precinct)
Exhibit 3 – Transit Police Division Staffing Letter

Sent for Signatures
By:_____

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EXHIBIT 1

TRANSIT POLICE DIVISION ADMINISTRATION & OPERATIONS

Sent for Signatures
COPY By:_____

1. SERVICE LEVEL

For the term of this Agreement, Tualatin will provide one or more full-time officer(s) for assignment to the Transit Police Division (hereinafter Division), in such numbers and classifications as the parties mutually agree in writing, by letter among Tualatin's Chief of Police, the Transit Police Division Commander, and TriMet's Executive Director - Operations, with such letter in the form set forth in Exhibit 3. If a vacancy of any of the agreed-upon number of officers is not filled within 90 days, the parties agree that TriMet may reassign the opening to another jurisdiction, to provide officer(s) to the Division. Tualatin personnel assigned to the Division will remain employees of Tualatin and will not be considered employees or agents of TriMet or the City of Portland (Portland). For purposes of this Agreement, the officer(s) assigned to the Division will be referred to as assigned to the TriMet Transit Police Division.

2. OPERATIONS

a. Deployment Strategy and Priority for Services: The parties recognize that they have legitimate interests in the management and deployment of officers assigned to the Transit Police Division. The parties will work together to ensure:

(1) On-Board Presence: The priority for Transit Police deployment is presence on the transit system vehicles and at transit system public facilities.

(2) Calls for Service: In general, response to 9-1-1 calls for transit system incidents shall be responded to by local law enforcement from the respective jurisdiction.

(3) Arrests: Arrests on the transit system incidents shall be by the respective Transit Police or local law enforcement that originated action on the incident.

(4) Law Enforcement Support: Transit Police and local law enforcement shall be responsible for law enforcement support activities for their respective primary areas of responsibility.

(5) Enforcement: Transit Police enforcement shall focus on TriMet ordinances, including fare enforcement, and State and City laws to help ensure the security of passengers, employees, and transit system property.

(6) Targeting: Transit Police deployment shall focus on identified problem areas, routes and/or transit centers/transfer points based on data relative to the greatest needs for "preventive action"; using community policing strategies whenever possible.

b. Agency Cooperation and Coordination:

(1) The parties will work closely and continuously communicate with each other to ensure that the resources, strategies, work force deployment, and initiatives of TriMet, Portland, and Tualatin are coordinated and effective.

(2) The Commander, TriMet Transit Police Division, or his/her designee, will coordinate contact with the parties to insure that the resources, strategies, work force deployment, and initiatives of the Division and those of the respective law enforcement agencies are coordinated and effective.

(3) Tualatin agrees to work cooperatively in an effort to increase reporting of TriMet related incidents. Tualatin agrees to provide to the Division TriMet coded reports, data, and records. TriMet agrees to make available to Tualatin, through the Division, particular data, reports, records, etc. that will assist in fulfilling the mission as outlined in this document.

c. Officer Seniority: Determination of officer seniority of the Transit Police Division for purposes of making shift, vacation, holiday, and overtime assignments shall be according to the attached Exhibit 2.

d. K-9 Unit Training Facility: TriMet has entered into a ground lease (hereinafter "Lease") with the Port of Portland effective September 17, 2007 for the use of certain premises (hereinafter "Premises") to house explosives storage magazines in support of TriMet's training requirements to maintain U.S. Department of Homeland Security, Transportation Security Administration ("TSA") certification for K-9 units. Certain Transit Police Division personnel as designated by TriMet and TSA will be authorized to access and utilize the Premises for purposes of TriMet's K-9 unit training in accordance with the Lease terms. Tualatin agrees that the work and operations of any Tualatin Transit Police personnel designated for access to the "Premises", with respect to activities relating to the Premises, are subject to and shall comply with all provisions and requirements of the Lease, the terms of which are incorporated into and made part of this Agreement, and specifically any obligations of TriMet as Lessee.

3. REIMBURSEMENT OF COSTS

a. Costs: Tualatin must pay the salaries, overtime, insurance, retirement, and other benefits of its respective officers serving in the TriMet Transit Police Division. Tualatin must bill the Portland Police Bureau, Fiscal Division, monthly for the salaries, overtime, insurance, retirement, other benefits and Indirect (overhead not to exceed 10%) charges incurred by Tualatin to provide personnel. Billings will be sent to: PPB Fiscal Division, 1111 SW 2nd Avenue, Portland, OR 97204. Portland agrees to compensate Tualatin within 30 days after receiving the bill.

b. Amount: Before April 1st of each year of this Agreement, Portland and Tualatin must submit to TriMet a proposed annual budget for services under this contract for next fiscal year (July 1 through the following June 30). The parties will then agree on the compensation to be paid by TriMet for services to Portland and Tualatin under this Agreement. If the parties cannot agree on such compensation by April 1st of each year of this Agreement or at anytime during the term of this Agreement, any party may elect to terminate this Agreement for its convenience and without penalty in accordance with the Termination provision in this Agreement.

Sent for Signatures
By:_____

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EXHIBIT 2

TRANSIT POLICE DIVISION PERSONNEL OPERATIONS (WESTSIDE PRECINCT)

It is the intent of this Agreement: (1) to recognize that the TriMet Transit Police Division Westside Precinct (Westside Precinct) is staffed by police officers from multiple jurisdictions, each covered by their respective collective bargaining agreements, but that shifts, days off, vacations and overtime need to be assigned in a fair and equitable manner; (2) to provide for assignment of shifts, days off, vacations and overtime by seniority; (3) to allow for the change of shift hours of operation and to re-allocated positions and days off within certain shifts to maintain an appropriate balance of field strength.

THE PARTIES AGREE THAT:

1. Current and future Tualatin officers assigned to the Westside Precinct will use their Tualatin date of hire seniority as the means to select shifts, days off, vacations and overtime.

2. Current and future Tualatin officers assigned to the Westside Precinct will abide by the provisions of this Exhibit 2.

3. Seniority shall be defined as the length of uninterrupted service by the officer in his/her agency within the officer's Civil Service classification following the officer's most recent appointment. Time spent in the Armed Forces, on military leaves of absence, other authorized leaves and time lost because of duty-connected disability shall be included in length of service. If an officer who has been promoted reverts to a position s/he formerly held, the officer's seniority shall be the sum of the seniority earned in the promotional class and in the class to which the officer reverts.

4. Subject to manpower needs and maintaining efficiency of the Westside Precinct, seniority shall be the prime factor in the selection of shifts and days off provided the officer is otherwise qualified. Seniority shall govern in the selection of vacation and holidays.

5. In the case of voluntary transfer and/or assignment, the seniority of an officer shall apply immediately to the officer's choice concerning holidays and vacations. The transferring officer may not use seniority to bump another officer's shift or days off until 45 days from the date of the written request.

6. In case of involuntary transfer and/or assignment, the seniority of an officer shall apply immediately to the officer's choice concerning holidays and vacation. In the event of an involuntary transfer, the Westside Precinct shall accommodate the shift and/or days off preferences of transferring officers immediately, and shall not involuntarily bump any other officer for at least thirty (30) days from the time the bumped officer receives notice of the bump. The transferring officer may not use seniority to bump another officer's shift or days off until 30 days from the date of the written request.

7. For the purposes of this Agreement, the phrase "Transferring Officer" shall refer to an officer desiring to change shifts, days off or assignments, or an officer who is involuntarily transferred.

8. The Westside Precinct shall prepare a form to be used by officers desiring to transfer from one shift, assignment, or day off configuration to another within the same reporting unit. For the purposes of this Agreement, this form shall be referred to as the "Transfer Request Form." The Transfer

Request Form shall contain a place for transferring officers to indicate their preferences with respect to shifts and days off.

9. A transferring officer may complete a Transfer Request Form at any time. If the officer is seeking or anticipating a transfer, the officer shall file the Transfer Request Form with the Westside Precinct supervisor. If the officer is seeking a change in days off or shifts which do not involve a transfer between reporting units, the Transfer Request Form shall be filed with the officer's shift commander. The Westside Precinct will forward a copy of the Transfer Request Form to the location of the anticipated transfer.

10. In the event of a change in days off or shifts that do not involve a change in reporting units, the time frames referred to in Section 5 and 6 of this Exhibit 2 shall begin to run when the transferring officer submits the Transfer Request Form.

11. When the Westside Precinct knows that an officer's preferences as indicated on a Transfer Request Form will result in the displacement of the shift or days off of another officer (referred to herein as the Transferred Officer), the Westside Precinct shall notify the Transferred Officer as soon as possible of the fact that he or she may be bumped.

12. The Westside Precinct shall accommodate the shift and/or days off preferences of transferring officers on a faster time schedule than that contained in Sections 5 and 6 of this Exhibit 2, if, in the Westside Precinct's judgment, it is operationally sound to do so, provided that no other affected officer is bumped from his or her days off or shift who objects to the accommodation.

13. An officer may exercise seniority to bump another officer for shift and days off only once in ninety (90) days.

14. **Vacations.** Employees shall be allowed to select two vacation periods on the basis of seniority. Each vacation period must be of a minimum duration of one day. Vacation time shall be scheduled by the Westside Precinct with due consideration being given to requests from officers which shall be determined among officers of equal rank by seniority; provided, however, that each officer shall be permitted to exercise the right of seniority only once each year. The sign-up deadline for the exercise of seniority in the selection of vacations shall be March 15 for the calendar year running from April 15 through April 14 of the following year.

15. **Holiday Assignment.** Where the shift strength is reduced or increased on holidays, consistent with the needs of the Westside Precinct, assignments shall be offered to the most senior officer. Except for an emergency, the Westside Precinct shall provide a minimum of ten (10) days' notice of any deviation from normal shift strength so that officers may plan the use of their time.

A. Where shift strength is reduced, the most senior officer scheduled for duty on the shift shall be offered the option of working or not. Where shift strength is increased, the most senior officer on the shift shall be offered the option of working or not.

B. For purposes of this section, New Year's Eve and Christmas Eve shall be treated as holidays.

16. **Seniority for Vacation Purposes upon Transfer.** If an officer is involuntarily transferred, the Westside Precinct shall honor the officer's pre-selected vacation times, and shall not disrupt the pre-selected vacation time for other officers in the division to which the officer is involuntarily transferred.

Sent for Signature
By:_____
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If an officer accepts a voluntary transfer, the Westside Precinct shall attempt to accommodate, to the extent possible, the officer's pre-selected vacation times.

17. **Shift Overtime.** Where the overtime is not directly related to activities begun by an officer during the officer's regular shift, and where the planned overtime is anticipated to be four (4) hours or more in duration, the overtime shall be offered, in the order of seniority, to officers in the Westside Precinct. Once each eligible officer has had the opportunity to work shift overtime in a pay period, officers may once again use their seniority to work shift overtime as described above, and the seniority list shall rotate in the same fashion thereafter. The Westside Precinct shall maintain a list in each reporting unit upon which officers must place their names indicating a willingness to work shift overtime. If an officer is incorrectly passed over for shift overtime, the officer shall be allowed to work a makeup overtime assignment within the next two pay periods following the discovery of the error. The officer and the Westside Precinct shall mutually agree upon the makeup overtime assignment, which shall not displace another officer's already-selected overtime assignment. An officer who has been incorrectly passed over shall not be otherwise entitled to compensation for the missed overtime.

18. An officer will normally be given adequate advance notice of any change in the officer's regular hours of work, except where an emergency (an emergency is defined as an unforeseen event affecting the Westside Precinct's ability to perform its mission) exists. Notice given less than forty-eight (48) hours (or seventy-two [72] hours under the Four-Ten Plan) before the officer is to begin work under the changed schedule entitles the officer to compensation at the overtime rate for those hours not exceeding eight (8) hours that are earlier, later, or different from the hours the officer last worked in a work day. A police officer is not entitled to compensation under the overtime rate if the officer is otherwise entitled to compensation under the same hours of work, or if shift changes are the result of a voluntary transfer or promotion.

19. **Discipline.** Discipline and discharge of Tualatin officers assigned to the Westside Precinct will be the responsibility of Tualatin and in accordance with the Collective Bargaining Agreement between the Tualatin Police Officer's Association and the City of Tualatin.

20. **Collective Bargaining Agreement.** All other terms and conditions of any current Collective Bargaining Agreement between the Tualatin Police Officer's Association and the City of Tualatin shall remain in effect as to other issues not addressed by this Exhibit 2. In the event of a conflict between such Collective Bargaining Agreement and this Exhibit 2, the provisions of such Collective Bargaining Agreement shall govern.

COPY

Sent for Signatures
By:_____

EXHIBIT 3

TRANSIT POLICE DIVISION STAFFING LETTER

(on TriMet letterhead)

_____

(date of letter)

Chief of Police
City of Tualatin, Oregon
8650 SW Tualatin Road
Cornelius, OR 97062

RE: Tualatin Police Staffing to TriMet Transit Police Division

Dear _____:

This letter is issued pursuant to the (effective date of agreement), 2008 Agreement among the Tri-County Metropolitan Transportation District of Oregon (TriMet), the City of Tualatin (Tualatin) and the City of Portland (Portland), for TriMet Transit Police Services, as amended, to establish or change the number of police officers assigned from Tualatin Police to the TriMet Transit Police Division.

Prior Staffing from (effective date of agreement), 2008, To-Date

- from (effective date of agreement), 2008 to (date) (specify number of officer(s))
- from (date) to (date) (specify revised number of officer(s))

etc. etc.

- from (date) to (effective date of this staffing change) (specify revised number of officer(s))

Staffing from (effective date of this staffing change)

- from (effective date of this staffing change) (specify revised number of officer(s))

Any future change in the number of officers assigned from Tualatin Police to the TriMet Transit Police Division is subject to mutual agreement by the parties by subsequent letter in similar form.

Sincerely,

COPY

Sent for Signatures
By:_____

Executive Director, Operations
TriMet

Agreed to by Tualatin:

_____ _____
Chief of Police date

Agreed to by City of Portland:

_____ _____
Transit Police Commander date

Approved By Tualatin City Council
Date 9-28-09
Recording Secretary MSmith

STAFF REPORT
CITY OF TUALATIN

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Doug Rux, Community Development Director
Colin Cortes, Assistant Planner C. C.

DATE: September 28, 2009

SUBJECT: AN ORDINANCE RELATING TO PLAN MAP AMENDMENT PMA-09-02; APPLYING OFFICE COMMERCIAL (CO) PLANNING DISTRICT DESIGNATION TO 6480 SW NYBERG LANE; AND AMENDING THE COMMUNITY PLAN MAP 9-1

ISSUE BEFORE THE COUNCIL:
City Council consideration regarding the request for a Plan Map Amendment, PMA-09-02, to change the planning district designation from Low Density Residential (RL) to Office Commercial (CO) of a property of approximately 0.93 acres at 6480 SW Nyberg Lane and the centerline of abutting public rights-of-way of SW 65th Avenue and SW Nyberg Lane.

RECOMMENDATION:
The Tualatin Planning Advisory Committee (TPAC) voted 6-1 on August 13, 2009 recommending that the City Council approve PMA-09-02.

Staff recommends that the City Council consider the staff report and supporting attachments and provide direction.

EXECUTIVE SUMMARY:

- This matter is a land use action requiring a quasi-judicial public hearing.
- This matter is a Plan Map Amendment (PMA) to amend the Community Plan Map 9-1 of the Tualatin Development Code (TDC).

- The request is to amend the planning district designation from Low Density Residential (RL) to Office Commercial (CO). CO regulations are Attachment G.
- The applicant is Theresa Paulson of Group Mackenzie representing owner Donald Waterman. Application Materials are in Attachment D.
- The subject property is tax lot 2S 1E 19C 700 (Lot 700) of approximately 0.93 acres located at 6480 SW Nyberg Lane in the portion of the City of Tualatin within Clackamas County, generally at the SE corner of SW 65th Avenue and SW Nyberg Lane. The amendment includes the portion of right-of-way (ROW) of SW Nyberg Lane north to the centerline of the ROW and the portion of ROW of SW 65th Avenue west to the east boundary of the General Commercial (CG) Planning District. This totals approximately 0.48 acres of ROW. Attachments A through C are maps.
- The subject property was undeveloped until approved in 1990 for child day care as a conditional use within RL via application CUP-89-02 and Resolution No. 2423-90. Though RL, the developed site has always been commercial in use.
- Recently occupied by La Petite Academy, the property was vacant until recently reoccupied by a child day care provider through a month-to-month lease.
- Regarding auto traffic, the reasonable worst-case scenario for vehicle trip generation (medical office) is less than that of child day care. Reproduced below is the table from Attachment G:

# of Lots	AM Peak	PM Peak	ADT
6 Houses	5	7	58
PMA 09-02	30	45	450
Daycare	80	85	530

- The "worse case" scenario used for the traffic analysis compares the vehicle trip generation of the existing square footage of child day care building with that of a medical office building twice the square footage of the existing child day care building.
- As the analysis and findings (Attachment F) demonstrate, actual site conditions preclude fulfillment of the RL designation through development into single-family (SF) homes. Conditions include the lot size and location relative to wetlands and the wetland buffer that would be required of redevelopment by the contemporary standards of Clean Water Services (CWS), the sewer and stormwater agency for Washington County.
- At the land use level, the present RL (1-6.4 DUs/acre) designation allows for up to six (6) dwelling units (DUs) in the form of SF houses. The effect of the amendment on state and Metro housing regulations is negligible.
- The 120-day requirement imposed by Oregon Revised Statutes (ORS) 227.178(2) applies to this application. This hearing is on day 77 of 120.

- The applicable local policies and regulations that apply to PMA-09-02 include TDC Sections 1.032 Amendments "Burden of Proof" and 6.030 Office Commercial Planning District (CO) "Objectives." Applicable state and Metro regulations are Statewide Planning Goals 2, 10, 11 and 12 and Metro Code 3.07, the Urban Growth Management Functional Plan (UGMFP). Attached to this report are the Analysis and Findings regarding compliance with these applicable policies and regulations (Attachment F).
- Before granting the proposed PMA, the City Council must find that the application meets the plan amendment criteria listed in TDC 1.032. The Analysis and Findings section of this report (Attachment F) examines the application.

OUTCOMES OF DECISION:

Approval of the PMA request would result in the following:

1. A change of the planning district designation of tax lot 2S 1E 19C 700; the portion of right-of-way of SW Nyberg Lane north to the centerline of the right-of-way (ROW); and, the portion of ROW of SW 65th Avenue west to the east boundary of the General Commercial (CG) Planning District from Low Density Residential (RL) to Office Commercial (CO).
2. Allowance for a child day care provider to occupy easily the vacant property as a permitted rather than conditional use, facilitating the owner's deriving economic benefit from the property thereby fostering Tualatin's economy.
3. Negligible effects on public infrastructure and services, particularly in that the return of a child day care provider would generate the same peak period vehicle trips as before and would generate fewer trips as medical offices than other uses permitted in CO.

Denial of the PMA request would result in the following:

1. The subject property and adjoining ROW retain RL Planning District designation.
2. The possibility of vacancy if the present day care provider does not renew the present lease and because child day care would be the only commercial use allowed.
3. The owner cannot derive much economic benefit, and the site does not foster Tualatin's economy.

ALTERNATIVES TO RECOMMENDATION:

The alternatives to the TPAC and staff recommendations are:

- Recommend the Council approve the proposed PMA with alterations.
- Recommend the Council deny the request for the proposed PMA.
- Continue the discussion of the proposed PMA and return to the matter at a later date.

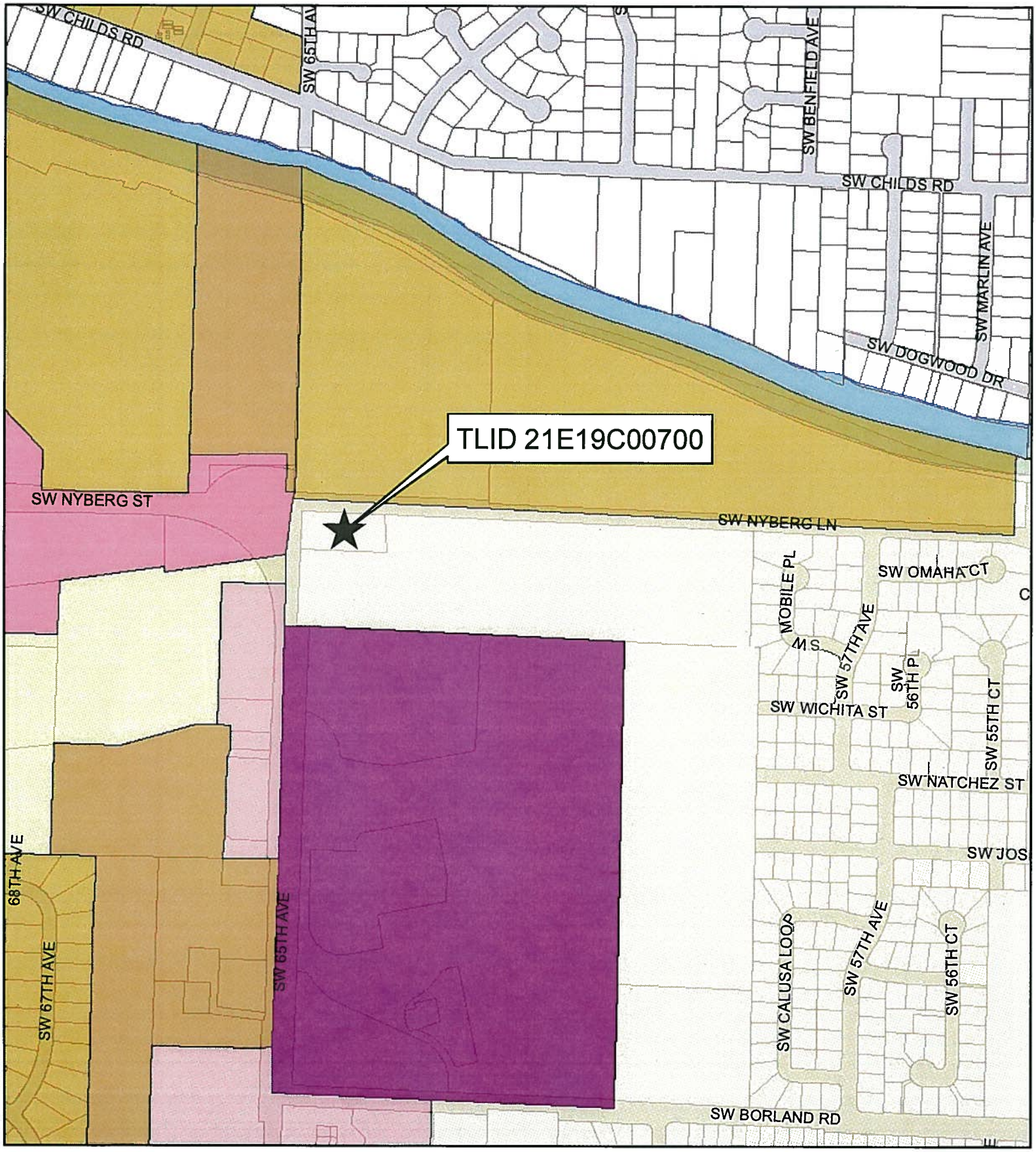
FINANCIAL IMPLICATIONS:
The applicant paid the required application fee reflected in the FY 2008/09 budget.

PUBLIC INVOLVEMENT:
The applicant conducted a neighbor/developer meeting as required by TDC 31.063 on May 20, 2009 at 6:30 p.m. at the Juanita Pohl Center, f.k.a. the Senior Center, within Tualatin Community Park. Six persons other than the applicant's representatives attended, including TPAC member Mark Coolican.

Attachments:
A. Vicinity Map: Existing Planning District
B. Vicinity Map: Proposed Planning District
C. Tax Map
D. Application Materials
E. Background
F. Analysis and Findings
G. Engineering Division Memorandum
H. Comparative Zoning Table
I. Ordinance No. ____-09

PMA 09-02 - Existing Planning Districts

TUALGIS



CG CO MC RH

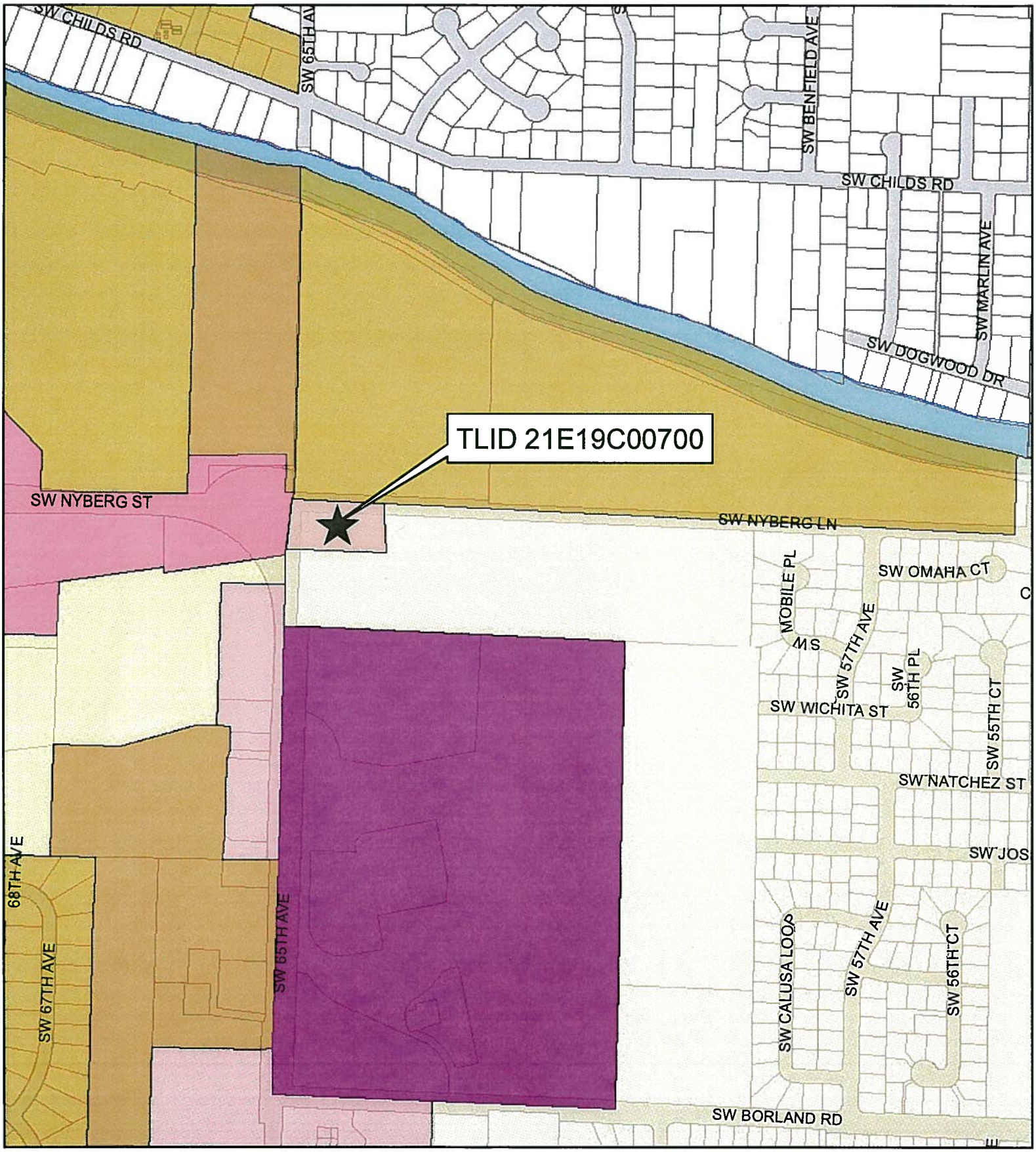
RL RML RMH

RF 1:5,600

Attachment A
Vicinity Map: Existing Planning District

PMA 09-02 - Proposed Planning Districts

TUALGIS



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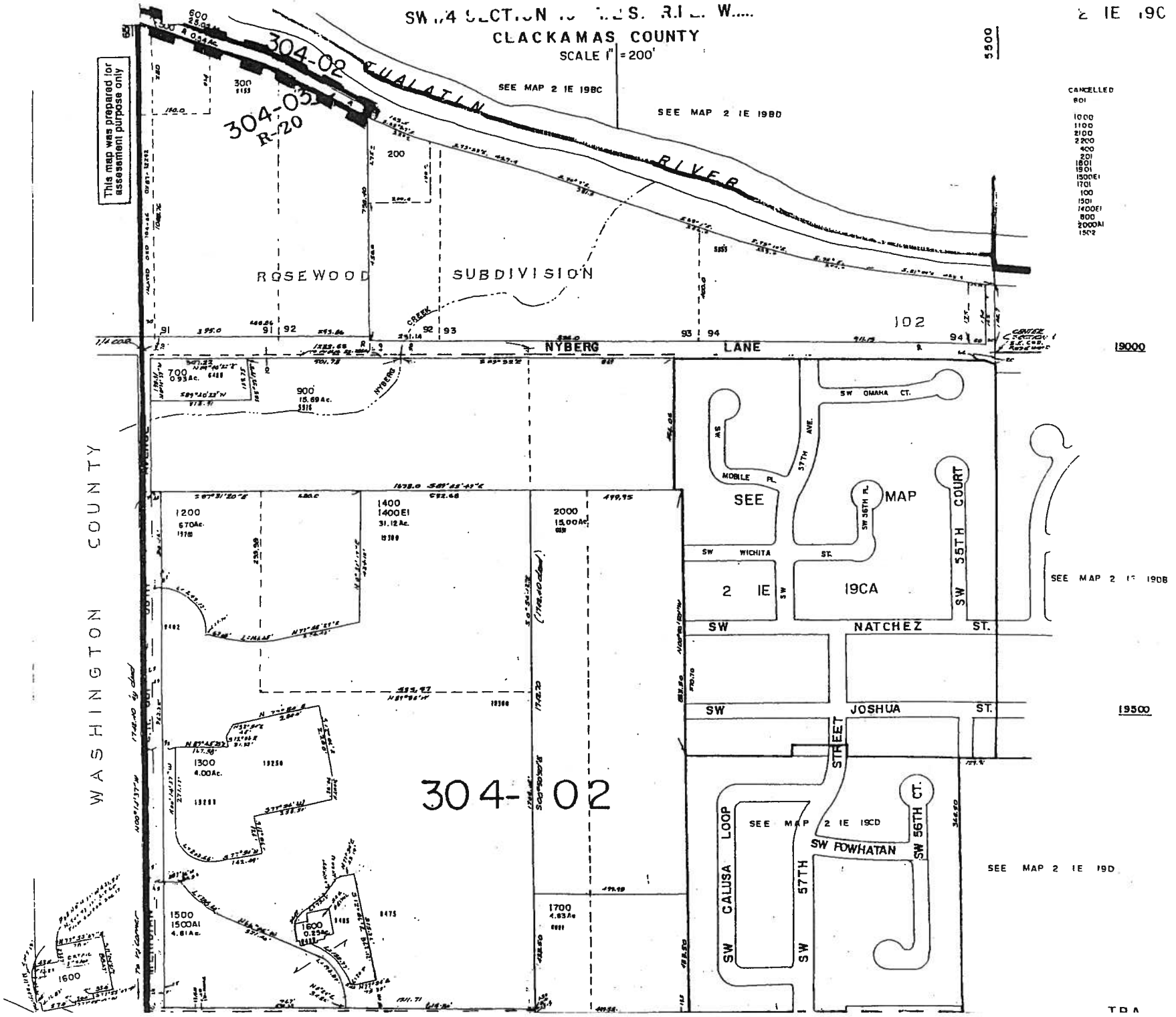
Attachment B
Vicinity Map: Proposed Planning District



Attachment C
Tax Map

I. PROJECT SUMMARY

Owner:	Mr. Don Waterman 18342 NW Gillihan Loop Road Portland, OR 97231
Owner's Representative:	Specht Properties, Inc. 15325 SW Beaverton Creek Court Beaverton, OR 97006 503-646-2202 Contact: Todd Sheaffer/Brent Hedberg
Land Use Planner:	Group Mackenzie PO Box 14310 Portland, Oregon 97293 503-224-9560 Contact: Theresa Paulson, AICP
Cross Streets:	SW Nyberg Lane/SW 65th Avenue
Map/Tax Lot of Site:	2S 1E 19C tax lot 700
Site Size:	43,543 SF *Source:* RLIS GIS data
Current Plan Designation:	RL (Low-Density Residential)

Applicable Criteria:

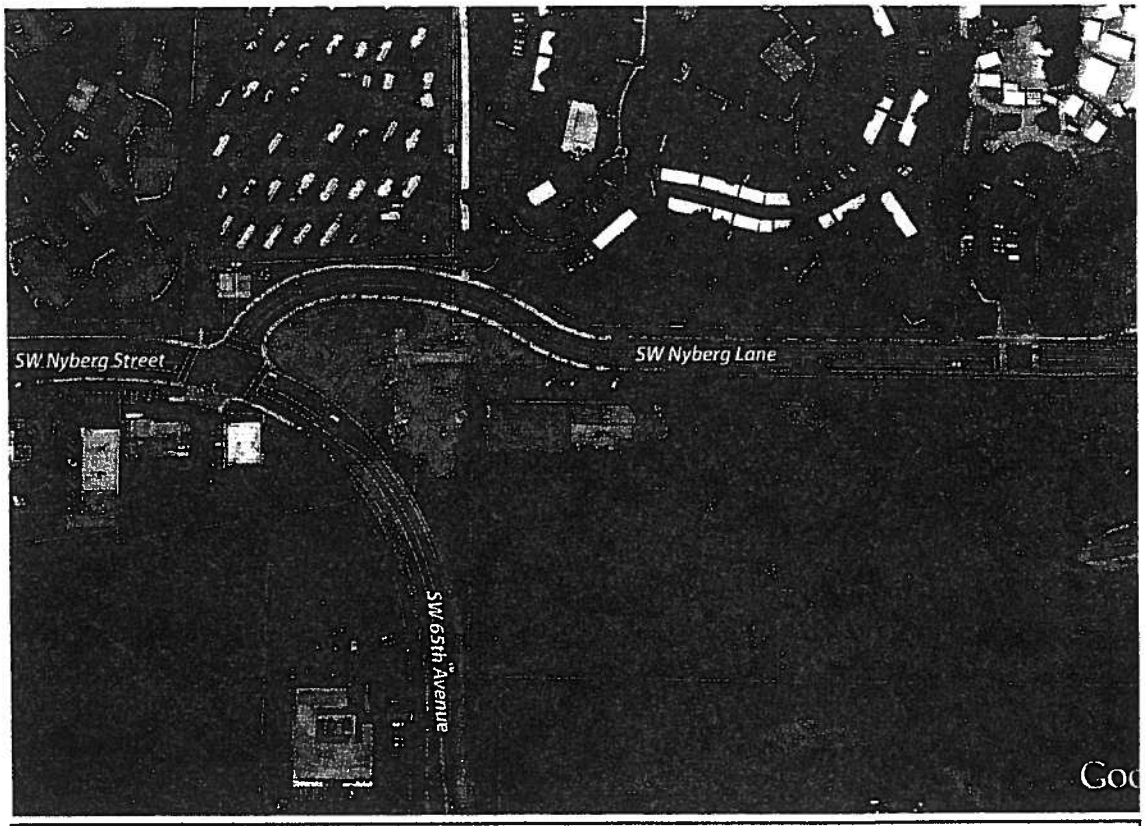
- City of Tualatin Development Code
- Section 1.032 Burden of Proof
- Section 2.020 Tualatin Plan Purpose
- Section 4.050 Community Growth General Objectives
- Section 5.030 Residential Growth General Objectives
- Section 5.040 Residential Planning District Objectives
- Section 6.030 Commercial Planning District Objectives
- Section 11.610 Transportation Goals and Objectives
- Section 12.010 Water System Objectives
- Section 13.015 Sanitary Sewer System Objectives
- Section 14.040 Drainage Objectives
- Section 70.010 Floodplain District – Purpose
- Section 72.010 Natural Resource Protection Overlay District – Purpose
- Section 75.140 Access Management for Collectors
- State of Oregon Planning Goals and applicable Oregon Administrative Rules
- Metropolitan Service District's Urban Growth Management Functional Plan Titles

II. PROPOSAL OVERVIEW

This application proposes to change the City's Plan Map designation of the subject site from Low-Density Residential (RL) to Office Commercial (CO). The following is an introduction to the site history and current conditions.

SITE HISTORY

The nearly one-acre subject property is located at the intersection of SW Nyberg Lane and SW 65th Avenue in Tualatin, Oregon. Since January 1990, the property functioned as a day care operated by La Petite Academy. The day care was approved as a conditional use allowing up to 147 students, and construction was completed in 1990. Prior to 1990, the property was undeveloped. In December 2008, the La Petite Academy lease expired and a new day care operator signed a lease in June 2009. Therefore, though it has been designated for residential use, the property has only developed with commercial type uses for nearly twenty years. The site is improved with an approximately 6,710 SF building, 24 associated parking spaces, an outdoor play area, and site landscaping.



Waterman PMA - Site Aerial Map

Waterman Site

GROUP MACKENZIE

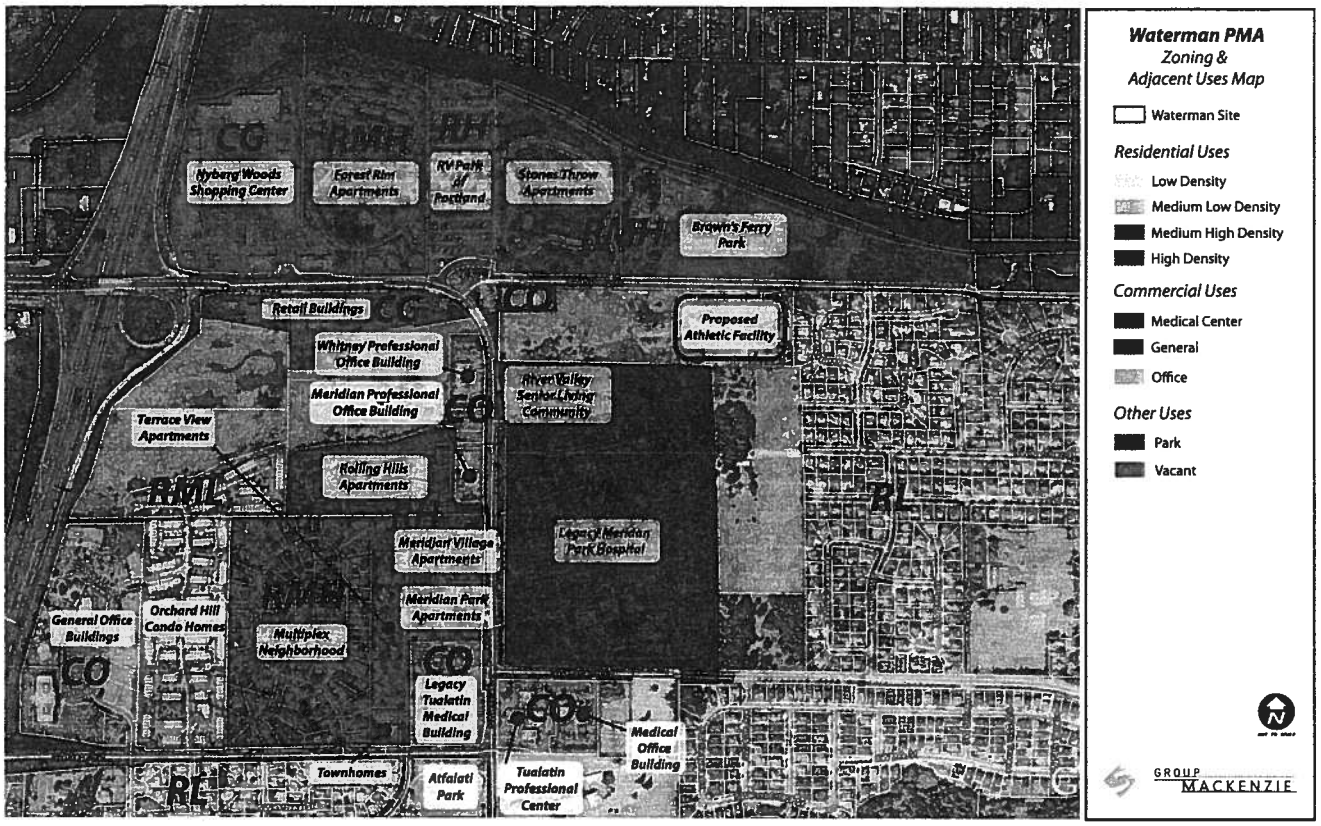
SURROUNDING USES/ZONING

The subject site is surrounded by a mix of uses. To the north, across SW Nyberg Lane, are three medium-high (RMH) and high density (RH) residential developments, consisting of apartments and a trailer park. Browns Ferry Park, a Tualatin Hills Parks and Recreation facility, is also located to the north across SW Nyberg Lane.

Immediately west of the property is a new Clean Water Services (CWS) pump station. Across SW 65th Avenue is the Whitney Professional Office Building and Meridian Professional Office Building, both buildings are occupied by medical office tenants, and both are zoned Office Commercial (CO). Uses farther west, along SW Nyberg Street to Interstate 5, are primarily commercial uses and zoned General Commercial (CG). These uses include a gas station, a McDonald's restaurant, and the Nyberg Crossing Shopping Center consisting of national big-box tenants such as Best Buy, Office Max, Golfsmith, PetSmart, and Old Navy.

Uses to the south are predominantly medical related with zoning of Medical Center (MC) and Office Commercial (CO) zoning, in addition to high- and medium-high density residential (RH and RMH). The River Valley Landing Senior Living Community, a residential assisted living facility, is sited south of the property along SW 65th Avenue. Farther south is the Legacy Meridian Park Hospital campus. The Tualatin Professional Center, south of the hospital on SW Borland Road, and the Legacy Medical Building along SW 65th Avenue are both medical office uses with Office Commercial (CO) zoning. A cluster of General Office buildings are located along SW Sagart Street and are zoned CO as well.

The property immediately to the east of the site, is covered by much of the Nyberg Basin drainage way, and is zoned Low-Density Residential (RL). A conditional use permit, however, was recently approved by City Council for a 90,000 SF athletic complex, to be sited at the far east of the property (adjacent to the Fox Hills residential development). The Fox Hills residential development is further east of the proposed athletic club, and is also zoned Low-Density Residential (RL).



STREETS

The subject site has two existing access drives from SW Nyberg Lane, near both the east and west property boundaries. The site is bound by SW Nyberg Lane to the north, which is classified as a Major Collector by the City, and is under the City of Tualatin's jurisdiction. According to City staff, SW Nyberg Lane was realigned in order to improve driver visibility at the intersection of SW Nyberg Road and 65th Avenue, and to accommodate a pump station located in the vacant land area between the subject site and 65th Avenue.

Though not adjacent to the site, SW 65th Avenue is located to the west of the property and is classified as a Major Arterial by the City, and is under Washington County and Clackamas County's jurisdiction. SW Nyberg Lane turns into SW Nyberg Street at the intersection with SW 65th. SW Nyberg Street is classified as a Major Arterial by the City, and is under the City of Tualatin's jurisdiction. The Interstate 5/Nyberg interchange is located approximately 1,800 LF west of the property.

It should be noted that per the City's Functional Classification plan for city streets, SW 65th is planned to be extended farther north, connecting to the area north of the Tualatin River. However, per City staff, the continuation of 65th Avenue is no longer being considered due to the recent realignment of SW Nyberg Lane. It was explained that the City's Transportation System Plan will likely be revised to reflect this in the next round of updates.

The nearest TriMet bus line (#76) runs along SW 65th and is served every 20 minutes. The nearest bus stop is located on SW 65th Avenue and at the Legacy Meridian Park hospital.

INFRASTRUCTURE

Water: A 6" mainline currently serves the site and is located to the north of the site within SW Nyberg Lane.

Sewer: An 8" sanitary sewer mainline currently serves the site and is located adjacent to the west property line.

Storm: An 18" storm mainline currently serves the site and is located within SW Nyberg Lane adjacent to the north property line.

According to City Engineering staff, the amount of capacity a future commercial use would require is less than or equal to the existing day care use (147 children and employees). The city did not express nay concerns regarding capacity.

III. PLAN MAP AMENDMENT APPROVAL CRITERIA

This application requests a Plan Map Amendment of the subject property from Low-density residential (RL) to Office Commercial (CO). As such, the following addresses the approval criteria and how the proposed action satisfies each criterion.

TUALATIN DEVELOPMENT CODE - CHAPTER 1 ADMINISTRATION PROVISIONS

Section 1.032 Burden of Proof

Before granting an amendment to the Plan Text or Plan Map of the Tualatin Development Code (TDC), including the Tualatin Community Plan, the Council shall find that:

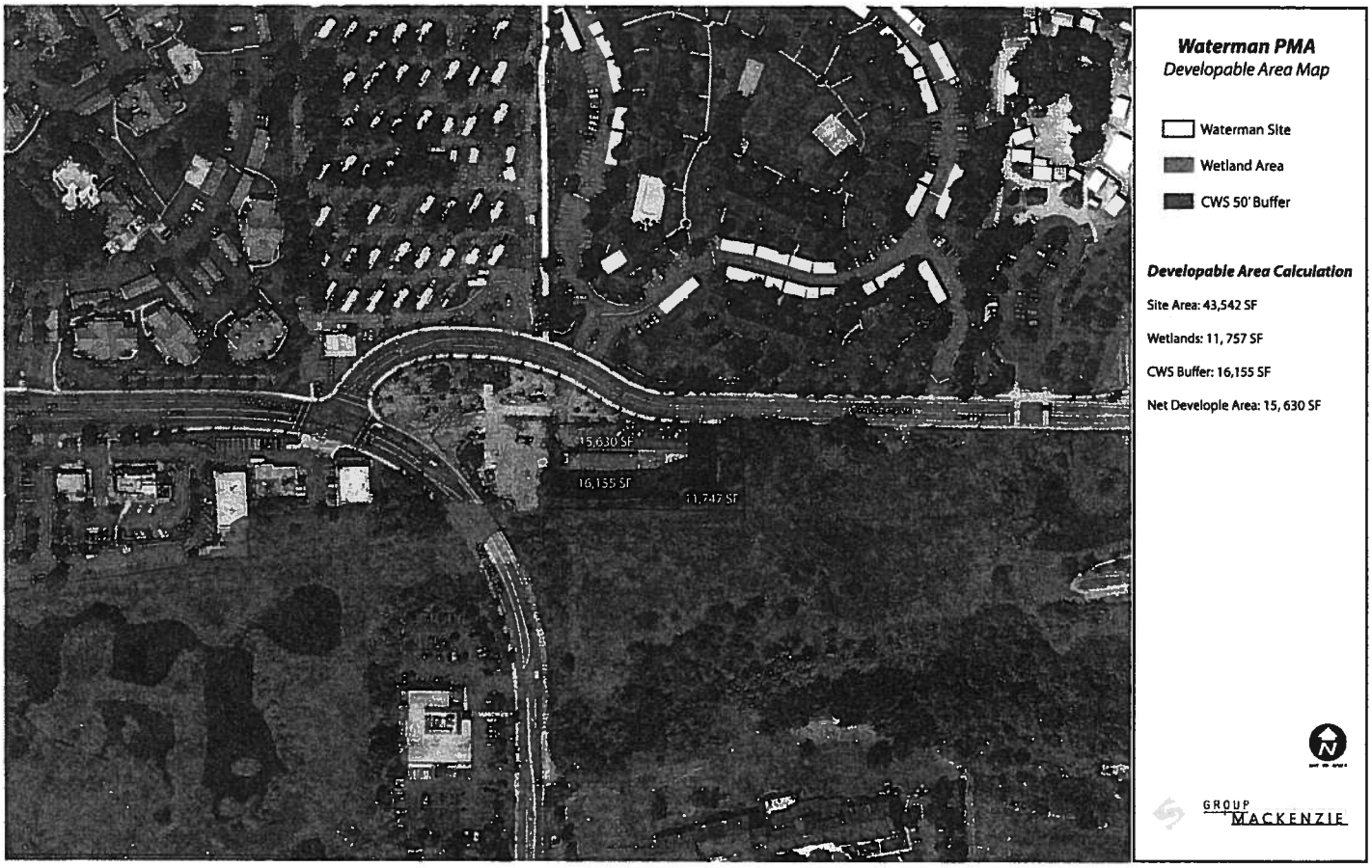
(1) Granting the amendment is in the public interest.
Response: This application requests a Plan Map Amendment of the subject parcel from RL to CO. In the RL zone, single-family dwellings are allowed outright, and child day care centers are allowed as a Conditional Use. The CO zone primarily allows office uses (both general and medical), health or fitness facility, and child day care center uses outright. However, a fitness facility is unlikely due to site size, building size, and the proposed fitness center on the adjacent parcel. Restaurant and pharmacy uses require conditional use approval, but must be part of a larger complex (in excess of the subject site's capacity). Product assembly uses also require conditional use approval, but must meet several specific criteria.

The subject parcel is zoned Low-Density Residential, though the property has only been developed for commercial use. Conditional use approval was granted for the operation of a child day care center with up to 147 children and the site has operated as a day care since 1990. In December 2008, the current tenant's lease expired and was not renewed. At that time, the applicant searched for another day care provider to lease the building, which is allowed under the existing conditional use approval. At that time, the applicant was unable to secure another day care operator therefore decided to market the space to medical office users. According to a local area commercial real estate broker, the proximity to the Legacy Meridian Park Hospital, the largest employer in the City of Tualatin with approximately 823 employees, makes the site desirable for medical office uses. Furthermore, the hospital recently held a pre-application conference with the City in preparation of future expansion plans.

As stated above, medical office uses are not allowed under the current zoning, but allowed outright in the CO zone. An amendment to change the designation to CO allows the flexibility to respond to demand for either medical office, general office, or child day care center uses. In addition, a change in designation to CO reflects the actual use and future uses, which will likely not be residential.

The intent of the existing RL zone is to "provide low density residential areas in the City that are appropriate for dwellings on individual lots, as well as other miscellaneous land uses compatible with a low-density residential environment." The subject site is currently zoned (RL) Low-Density Residential, however the actual suitability of the site for providing low density residential is questionable. The RL zone allows a maximum density of 6.4 units per acre. Based on the site size of approximately 43,543 SF, up to 6 homes could be developed on the site. However, approximately 11,747 SF of the site is inundated with wetlands. Due to wetlands being

present on site, Clean Water Services would require a buffer of 50' from the edge of the wetland area to the redeveloped area. The 50' buffer is approximately 16, 155 SF in area. Resulting in a net developable area of 15,630 SF or 2 homes. (it should be noted that a reduction to a 25' buffer is possible but requires mitigation and other measures). In addition, direct access from SW Nyberg Lane is not permitted for residential uses. SW Nyberg Lane is the only public street frontage for the property. SW Nyberg Lane is classified as a Minor Collector in the City of Tualatin's Transportation System Plan. Chapter 75 of the TDC states that for new homes, direct access is not permitted from a Minor Collector. The only options for access would be to establish either a local residential street or a shared private tract. Both options would significantly reduce the developable area, making development of this site for low-density residential unfeasible.



The intent of the CO zone is to allow for a range in size of professional office buildings or complexes, located adjacent to or near residential areas. The subject site is strategically located for a commercial use and is in near proximity to high- and low-density residential zones. The site is located at a transition point from commercial/medical/medical office/high-density residential uses, located west of the intersection of SW Nyberg Street and SW 65th Avenue, to more low-density residential uses farther east of the site. In addition, the close proximity to the Interstate 5/Nyberg interchange, an existing signalized intersection, existing commercial and residential uses and the Legacy Meridian Park Hospital makes the site optimal for CO zoning.

If the site's designation remains RL, the existing development is limited to only child day care center tenants. The existing commercial buildng is not suitable for residential

uses (described above), which is virtually the only use allowed outright in the RL zone. Therefore, any use other than residential must be listed as an allowed conditional use under the RL zone, including condominiums, cemeteries, churches, colleges, public community buildings hospitals, or schools. However, based on the private ownership of the property, the site size and the existing commercial building design and size, these other conditional uses are unlikely. As a result of the constraints stated above, the extreme difficulty in developing the site for residential development, and the unlikely scenario of any of the other RL conditional uses occupying the existing building, a Plan Map Amendment is required to keep the space leased and allow the flexibility to respond to future market demand.

It should be noted that the City of Tualatin is currently in the process of identifying how much population, employment and housing the City envisions for the next 20 to 50 years. This effort, coined the Local Aspirations/Urban and Rural Reserves effort, was undertaken at the request of Metro in order to establish urban and rural reserves for the region. Part of this effort required the creation of an inventory of vacant, redevelopable and infill residential lands within the City. This information is intended to assist the City in determining the adequacy of the residential land supply to accommodate the projected population growth within the stated timeframe. In reference to which properties were inventoried for the City's residential land supply, Page 3 of the March 9, 2009 memo to City Council states that "[...] other tax lots were removed during this analysis process. Such as residentially designated lots with conditional uses like churches or day cares." The aforementioned memo demonstrates that the City views the Site as a commercial property not capable of supporting residential development and has reflected this view in its calculations for accommodating projected population growth. However, the applicant conducted an analysis to ensure that approval of the amendment will still allow a sufficient inventory of residential land and development potential, in addition to an equitable mix of housing. As shown in the response to Statewide Goal 10 (below), the conversion of 0.93 acres of low-density residential land will not materially change the number of potential housing units, the overall potential residential density of the City of Tualatin, or the comparative ratio of low-density housing.

Based on the above, it is in the public's best interest to approve the requested amendment. This criterion is met.

(2) The public interest is best protected by granting the amendment at this time.
Response: If the site's designation remains RL, the existing development is limited to only child day care center tenants. The existing commercial buildng is not suitable for residential uses (described above), which is virtually the only use allowed outright in the RL zone. Therefore, based on this and the extreme difficulty in developing the site for residential development, and the unlikely scenario of any of the other RL conditional uses to occupy the existing building, a Plan Map Amendment is required to keep the space leased and allow the flexibility to respond to future market demand.

Because of the existing adjacent uses and the projected increase in demand for medical office uses, especially in close proximity to the hospital, a change in designation to the CO zone provides the flexibility to accommodate the existing use and accommodate anticipated future tenants. A Plan Map Amendment process typically takes approximately four to five months from preparation of the application to a decision. Many prospective tenants will not be willing to wait until the necessary entitlements are obtained, making this property not competitive with other sites. This

application is a proactive effort to ensure continued leasing and economic sustainability of the property, if and when the current tenant lease expires.

Based on the above, it is in the public's best interest to approve the requested amendment at this time. This criterion is met.

(3) The proposed amendment is in conformity with the applicable objectives of the Tualatin Community Plan.

Section 2.020 Tualatin Plan Purpose

The general purpose of this Plan is to guide the physical development of the City so as to preserve the natural beauty of the area while accommodating economic growth.
Response: The subject site is not proposed for redevelopment at this time. The site is already developed with an approximately 6,710 SF building, 24 associated parking spaces, an outdoor play area, and site landscaping. Any redevelopment of the property must comply with the development standards and associated jurisdictional development regulations. Approval of this amendment will ensure that this already developed commercial property can continue to provide employment for day care providers and accommodate the day care needs of working parents thereby supporting the economic growth of the City. The amendment will also allow office (including medical office) to support the adjacent hospital and anticipated future growth in the health care industry. This criterion is met.

Section 4.050 Community Growth General Objectives

(6) Arrange the various land uses so as to minimize land use conflicts and maximize the use of public facilities as growth occurs.
Response: The proposed Plan Map Amendment to CO is consistent with the predominantly commercial and higher density residential zones currently located along SW Nyberg Street and SW 65th Avenue. Much of the adjacent commercial and higher density residential developments have occurred since the development of the day care facility in 1990. As the surrounding area has developed, there have no conflicts with the surrounding land uses. Demand for services, such as water, sewer, stormwater, and police and fire, has naturally increased with each development, however the City infrastructure and emergency services are within the requisite service levels. According to City Engineering staff, the amount of capacity a future commercial use would require would be less than or equal to the existing day care use (147 children and employees). The city did not express nay concerns regarding capacity. This objective is met.

Section 5.030 Residential Growth General Objectives

(1) Provide for the housing needs of existing and future City residents.
Response: As stated above, the City is currently taking an inventory of vacant, redevelopable and infill residential lands within the City to ensure that there is an adequate residential land supply for the City's projected population. The City did not include the subject site in their residential land inventory, as it is developed with a commercial use. However, an analysis for compliance with Statewide Goal 10 was also conducted for this application. As demonstrated in response to Statewide Goal 10 below, this proposal will substantially maintain the potential housing capacity of the City of Tualatin, in addition to an equitable mix of housing. This objective is met.

Section 5.040 Residential Planning District Objectives.

This section describes the purpose of each residential planning district. (1) Low-Density Residential Planning District (RL). To provide areas of the City suitable for single-family dwellings and manufactured homes. Common-wall dwelling units and small-lot subdivisions may be allowed by conditional use permit. Except for retirement housing and nursing and convalescent homes which shall not exceed 10 dwelling units per net acre and small-lot subdivisions and partitions and subdivisions affected by TDC 40.055, which shall not exceed 7.5 dwelling units per net acre, the maximum density of any residential use in this district shall not exceed 6.4 dwelling units per net acre. The raising of agricultural animals and the construction of agricultural structures may be allowed by conditional use permit in those portions of the District designated on the Plan Map.

Response: The objective of the Low-Density Residential district is to establish areas of the City where low-density residential housing is suitable. The subject site is currently zoned (RL) Low-Density Residential, however the actual suitability of the site for providing low density residential is questionable. The RL zone allows a maximum density of 6.4 units per acre. Based on the site size of approximately 43,543 SF, up to 6 homes could be developed on the site. However, approximately 11,747 SF of the site is inundated with wetlands. Due to wetlands being present on site, Clean Water Services would require a buffer of 50' from the edge of the wetland area to the redeveloped area. The 50' buffer is approximately 16, 155 SF in area, resulting in a net developable area of 15,630 SF or 2 homes on the site.

In addition, direct access from SW Nyberg Lane is not permitted for residential uses. SW Nyberg Lane is classified as a Minor Collector in the City of Tualatin's Transportation System Plan. Chapter 75 of the TDC states that for new homes, direct access is not permitted from a Minor Collector. The only options for access would be to either establish a local residential street or a shared private tract, either option would further detract from developable area, making development of this site for low-density residential unfeasible. Also, development of single family residential at this location and intersection is not desirable from a livability standpoint. Based on the above, this objective is met.

Section 6.030 Commercial Planning District Objectives

(1) Encourage commercial development.

Response: The subject property has always functioned as a commercial development. As stated above in Section 5.040, redevelopment of the property for single-family residences is unlikely. Therefore, redesignating the property as CO not only allows the existing child day care center to operate as an allowed use, but also enables potential future office or medical office tenants. This objective is met.

(2) Provide increased employment opportunities.

Response: As stated to response above, if the site's designation remains RL, the existing development is limited to only child day care center tenants and the property is not suitable for residential development. Therefore a Plan Map Amendment to change the designation to CO allows for child day care center, general and medical office uses outright, which provide employment opportunities for the citizens of Tualatin. In addition, the City anticipates additional jobs in the Medical Center zone, which will have a direct impact on the demand for uses associated with the hospital such as the medical office uses existing on SW 65th Avenue and SW Borland Road. This objective is met.

(8) Provide for the continued development of major medical services facilities in the City of Tualatin, especially at the Legacy Meridian Park hospital site The Medical Center Planning District shall be applied only to a property, or a group of contiguous properties, of no less than 25 acres and shall have frontage on an arterial as designated in Chapter 11, Tualatin Community Plan.

Response: The redesignation of the subject parcel to CO allows the flexibility of the existing development to potentially operate as a medical office use, supporting the planned expansion of the adjacent hospital. As stated in the February 9, 2009 memo to the City Council, 199 new jobs are projected for Medical Center zoned lands. This increase in medical jobs will increase the demand for land which allows medical office uses, especially in close proximity to the MC zone. The subject site is less than one/tenth of a mile away from the Legacy Meridian Park Hospital, making the location optimal for a medical office use. This objective is met.

Section 6.040 Commercial Planning District Objectives

(1) Office Commercial Planning District (CO). To provide areas suitable for professional office uses adjacent to or across from residential areas. Restaurants may be allowed by condi-tional use permit when designed as an integral part of a major office complex. It is the intent of this district to provide for office development ranging in size from small buildings with one or two tenants to large complexes housing business headquarters offices. In the design of development in this district, care shall be taken to pre-serve significant natural resources and to pro-vide extensive perimeter landscaping, especially adjacent to residential areas and streets.

Response: The intent of the CO zone is to allow for a range in size of professional office buildings or complexes, located adjacent to or near residential areas. The subject site is strategically located for a commercial use and is in near proximity to high and low density residential zones. The site is located at a transition point from commercial/medical/medical office/high-density residential uses, located west of the intersection of SW Nyberg Street and SW 65th Avenue, to more low-density residential uses farther east of the site. In addition, the close proximity to the Interstate 5/Nyberg interchange, an existing signalized intersection, existing commercial and residential uses and the Legacy Meridian Park Hospital makes the site optimal for CO zoning. This objective is met.

Section 11.610 Transportation Goals and Objectives

(2) Goal 1: Mobility

(e) For Plan Map and Text Amendments adopt a Level of Service standard F for the p.m. peak hour and E for the one-half hour before and after the p.m. peak hour for the Town Center 2040 Design Type (TDC Map 9-4), and E/E for the rest of the 2040 Design Types. For development applications, including, but not limited to subdivisions and architectural reviews, a LOS of at least D and E are encouraged for signalized and unsignalized intersections, respectively.

Response: A TPR analysis was conducted based on a reasonable "worst-case" development scenario for the RL zone based on the existing child day care center use. As shown in Exhibit H, developing the property with a reasonable "worst case" density under the CO zone would result in a smaller trip generation potential than under the existing RL zoning designation. Therefore, approval of a Plan Map Designation will not result in a decreased level of service than what exists today. This objective is met.

Section 12.010 Water System Objectives

(6)(a) Reinforcement of the existing water system to provide adequate peak and fire-flow capabilities.

Response: The existing building has operated as a child day care center since 1990 with an allowed maximum capacity of 147 children. The site is served by a 6" water mainline located to the north of the site within SW Nyberg Lane. The water demand required to operate the current day care use is assumed to be equal to or less than an allowed commercial use within the Office Commercial zone. City engineering Staff concurs with this assumption. The proposed Plan Map Amendment is consistent with the purposes of Chapter 12 of the TDC. This objective is met.

Section 13.015 Sanitary Sewer System Objectives

(1) Plan and construct a City sewer system that protects the public health, protects the water quality of creeks, ponds, wetlands and the Tualatin River, provides cost-effective sewer service, meets the demands of users, addresses regulatory requirements and supports the land uses designated in the Tualatin Community Plan.

Response: The existing building has been occupied as a day care facility since 1990. The building is served by an 8" sanitary sewer mainline located adjacent to the west property line. The sanitary demand required to operate the current day care use, with a capacity of 147 children, is assumed to be equal to or less than an allowed use within the Commercial Office district. City Engineering Staff concurs with this assumption. The proposed Plan Map Amendment is consistent with the purposes of Chapter 13 of the TDC. This objective is met.

Section 14.040 Drainage Objectives

(7) Enforce drainage and storm water management standards.

Response: The existing development on the property includes impervious area with the building, parking, and outdoor play area. Surface water runoff is collected into an 18" stormwater line in SW Nyberg Lane, and is routed to the Nyberg Basin watershed east and south of the subject property, requiring no detention. Because the majority of the site is already developed, the sanitary demand required to operate the current day care use, is assumed to be equal to or less than an allowed use within the Commercial Office district. City Engineering Staff concurs with this assumption. The proposed Plan Map Amendment is consistent with the purposes of Chapter 14 of the TDC. This objective is met.

Section 70.010 Floodplain District

Response: Current mapping indicates the property is within the 100-year floodplain and that a portion of the site is located within the floodway. However, based on review of existing conditions and general concurrence by City staff, the accuracy of the flood data shown on the flood maps is questionable. The 1996 Flood Inundation mapping shows that a portion of the site was inundated by the flood waters. However, it appears the inundation in 1996 was due to a backup of the stormwater system causing standing water. In addition, in 2006, Clean Water Services revised the flood maps to show nearly the entire site to be within the floodway. However, the accuracy is questionable at this point given the existing topography and site/building improvements.

In order to reduce hazards due to flooding, Chapter 70 of the TDC requires new non-residential development to either establish a finished floor elevation one foot above the flood elevation or use alternative design methods. No new development is proposed at this time. Therefore, this criterion does not apply.

Section 72.010 Natural Resource Protection Overlay District – Purpose

(1) To identify and protect by preservation and conservation the designated significant natural resources and Other Natural Areas. The designated significant natural resources are greenways and natural areas, which include the riparian areas and scenic areas of the Tualatin River and certain creeks and drainage swales, wetlands, upland forests, meadows, fish and wildlife resources, and the geologic features of the Tonquin Scablands.

Response: The wetland areas located adjacent to the south have been designated as significant areas for protection and conservation by the City of Tualatin. Map 73-3 designates the wetland area as Significant Wetlands, as well as designating the area within a Wetland Preservation District (WPNA) on Map 73-1. The stream corridor is designated as a Protected Greenway as well. The designations that the City of Tualatin has placed on these sensitive areas allow for a continuous ecological viable stream corridor. This objective is met.

(2) To provide sufficient area for stormwater runoff to reduce flood hazards and enhance water quality.

Response: Response: The existing development on the property includes impervious area with the building, parking, and outdoor play area. Surface water runoff is collected into an 18" stormwater line in SW Nyberg Lane, and is routed to the Nyberg Basin watershed east and south of the subject property, requiring no detention. Because the majority of the site is already developed, the infrastructure required to accommodate the current day care use is assumed to be equal to or less than an allowed use within the Commercial Office district. City Engineering Staff concurs with this assumption. This objective is met.

Section 75.140 Access Management for Collectors

(b) Minor Collectors. Except for collectors designated Cs&p and Cs&2p, direct access from newly constructed single family homes, duplexes or triplexes shall not be permitted. Except for collectors designated Cs&p and Cs&2p, as minor collectors in residential areas are fully improved, or adjacent land redevelops, direct access should be relocated to the nearest local street where feasible.

Response: SW Nyberg Lane is classified as a Minor Collector in the City of Tualatin's Transportation System Plan. Chapter 75 of the TDC, states that for new homes, direct access is not permitted from a Minor Collector. In order to gain access for a low-density residential development from SW Nyberg Lane, either a local residential street or a shared private tract would need to be established with a width under 40'. The public street would be required to be constructed 1' above the flood plain elevation of 122.25'. According to City staff, there would be some additional concerns regarding visibility and interaction with other existing driveways. Either of these options would consume too much of the developable area, making redevelopment of the site for low-density residential unfeasible. This objective is met.

(4) The following factors were consciously considered:
The various characteristics of the areas in the City;
Response: The subject site is strategically located for a commercial use and is in near proximity to high and low density residential zones. The site is located at a transition point from commercial/medical/medical office/high-density residential uses, located west of the intersection of SW Nyberg Street and SW 65th Avenue, to more low-density residential uses farther east of the site. In addition, the close proximity to the Interstate 5/Nyberg interchange, an existing signalized intersection, existing commercial and residential uses and the Legacy Meridian Park Hospital makes the site optimal for CO zoning, while still compatible with the surrounding land uses.

The suitability of the areas for particular land uses and improvements in the areas;
Response: The site is obviously suitable for commercial development, as it has been developed with a commercial use for nearly twenty years. A change in the Plan designation will change the designation on the plan map to reflect the actual use of the property.

Trends in land improvement and development;
Response: The redesignation of the subject parcel to CO allows the flexibility of the existing development to potentially operate as a medical office use, supporting the planned expansion of the adjacent hospital. As stated in the February 9, 2009 memo to the City Council, 199 new jobs are projected for Medical Center zoned lands. This increase in medical jobs will increase the demand for land which allows medical office uses, especially in close proximity to the MC zone. The subject site is less than one/tenth of a mile away from the Legacy Meridian Park Hospital, making the location optimal for a medical office use. However, with the increase in employment projected in the area around the subject site, a child day care center also supports working parents either employed in the area or in the adjacent residential neighborhoods.

Property values;
Response: The value of adjacent developed properties should not be negatively affected by the proposed Plan Map Amendment. Existing land uses adjacent to the subject property include a hospital, medical office, general commercial, and high-density residential.

Uses allowed outright in the CO zone are primarily office, medical office, and child day care center uses. These uses are generally consistent with the surrounding aforementioned uses.

Much of the adjacent development in the area has occurred since 1990, after the subject property was already development with a commercial use. Therefore, because the commercial development was allowed as a conditional use under the RL zone, a change in Plan Map designation to allow the existing development use outright in the CO will not negatively impact surrounding property values. The proposed change in designation to CO is compatible with the surrounding development, will support market demand and land values, and is consistent with anticipated development trends for an increase in medical office demand. Therefore, property values should not be adversely affected with a change in designation from RL to CO.

The needs of economic enterprises and the future development of the area;
Response: The site is already developed with an approximately 6,710 SF building, 24 associated parking spaces, an outdoor play area, and site landscaping. Approval of this amendment will ensure that this already developed commercial property can continue to provide employment for either day care providers, and accommodate the day care

needs of working parents thereby supporting the economic growth of the City, or function as an office use (and potentially a medical office use) to support the nearby hospital and medical facilities.

Needed right-of-way and access for and to particular sites in the area;
Response: SW Nyberg Lane was recently improved and realigned. Any required dedication would likely have taken place during the improvements for the right of way. No new dedication is anticipated, as no new development or new accesses are proposed with this application.

Natural resources of the City and the protection and conservation of said resources;
Response: Natural resources were considered in requesting a Plan Map Amendment to the CO zone. Based on the City of Tualatin Map 72-1, the natural resources located on site and/or adjacent to the site are protected under the requirements of the Natural Resources Protection Overlay district and Wetland Preservation District. The change in the zoning from RL to CO has no impact on any mapped Goal 5 resources, as the resources are regulated and protected by Clean Water Services. No development is proposed with this application.

Prospective requirements for the development of natural resources in the City;
Response: The applicant is unaware of any pending natural resources requirements currently under consideration by the City or CWS. If redevelopment of the property is proposed in the future, the development plans will be required to comply with the standards at that time.

The public need for healthful, safe, aesthetic surroundings and conditions.
Response: A rezone from RL to CO would allow the property owner the flexibility to potentially redevelop the property in the future. The CO planning district standards would require the property to be redeveloped consistently with the surrounding commercial and medical uses.

Proof of change in a neighborhood or area, or a mistake in the Plan Text or Plan Map for the property under consideration are additional relevant factors to consider.
Response: This application does not suggest that a mistake in the Plan Map was made. Rather, this application states that based on the site context, the City's residential land inventory, the existing use of the property, the existing commercial development, and projected demand for medical office uses that a Plan Map Amendment from RL to CO is warranted. This burden of proof addresses the criteria necessary for a Plan Map Amendment.

(5) The criteria in the Tigard-Tualatin School District Facility Plan for school facility capacity have been considered when evaluating applications for a comprehensive plan amendment or for a residential land use regulation amendment.
Response: The proposed amendment is not for residential uses, nor is the subject site identified for a future Tigard-Tualatin School District Facility. This criterion does not apply.

(6) Granting the amendment is consistent with the applicable State of Oregon Planning Goals and applicable Oregon Administrative Rules.
Response: The following items address how the proposed Plan Map Amendment applies to the Statewide Planning Goals:

1. CITIZEN INVOLVEMENT Goal 1 calls for "the opportunity for citizens to be involved in all phases of the planning process." It requires each city and county to have a citizen involvement program containing six components specified in the goal. It also requires local governments to have a committee for citizen involvement (CCI) to monitor and encourage public participation in planning.

Response: The City of Tualatin has developed a comprehensive public involvement process to ensure that citizens may be involved in land use issues and policies that affect their community. According to the requirements of the City's land use review process, the proper procedures were followed to ensure adequate opportunities for public involvement. On May 20, 2009, the owners met and discussed this proposal and identified any issues. Mr. Waterman was represented by Todd Sheaffer and Brent Hedberg of Specht Development in addition to Land Use Planner Theresa Paulson of Group Mackenzie. The requisite meeting minutes and other neighborhood/applicant meeting materials are included in Exhibit D.

The land use procedure for a quasi-judicial Plan Map Amendment, such as this application, requires a Tualatin Planning Advisory Committee meeting and at least one public hearing before the City Council. Prior to the hearing, the City will mail notices to adjacent property owners and other parties that may be impacted by the proposed land use action. The City also provides public notice in the newspaper. This goal is met.

2. LAND USE PLANNING Goal 2 outlines the basic procedures of Oregon's statewide planning program. It says that land use decisions are to be made in accordance with a comprehensive plan, and that suitable "implementation ordinances" to put the plan's policies into effect must be adopted. It requires that plans be based on "factual information"; that local plans and ordinances be coordinated with those of other jurisdictions and agencies; and that plans be reviewed periodically and amended as needed. Goal 2 also contains standards for taking exceptions to statewide goals. An exception may be taken when a statewide goal cannot or should not be applied to a particular area or situation.

Response: As required by Goal 2, the City has adopted criteria and procedures to evaluate and make decisions regarding land use applications. The City reviews applications based on established regulations and policies and then prepares detailed findings. These findings will allow the City Council to render a decision based on factual data. The City of Tualatin has adopted a land use procedure to render decisions as required by this goal. Therefore, this goal is met.

3. AGRICULTURAL LANDS Goal 3 defines "agricultural lands." It then requires counties to inventory such lands and to "preserve and maintain" them through farm zoning. Details on the uses allowed in farm zones are found in ORS Chapter 215 and in Oregon Administrative Rules, Chapter 660, Division 33.

Response: The Community Plan Map does not identify the subject site as agricultural land. This goal does not apply.

4. FOREST LANDS This goal defines forest lands and requires counties to inventory them and adopt policies and ordinances that will "conserve forest lands for forest uses."

Response: The Community Plan Map does not identify the subject site as forest land. This goal does not apply.

5. OPEN SPACES, SCENIC AND HISTORIC AREAS AND NATURAL RESOURCES Goal 5 covers more than a dozen natural and cultural resources such as wildlife habitats and wetlands. It establishes a process for each resource to be inventoried and evaluated. If a resource or site is found to be significant, a local government has three policy choices: preserve the resource, allow proposed uses that conflict with it, or strike some sort of a balance between the resource and the uses that would conflict with it.

Response: The subject site contains Goal 5 natural resources. However, a rezone from RL to CO will not affect or encroach upon the existing natural resources because no development is proposed with this application. This goal does not apply.

6. AIR, WATER AND LAND RESOURCES QUALITY This goal requires local comprehensive plans and implementing measures to be consistent with state and federal regulations on matters such as groundwater pollution.

Response: Approval of the Plan Map Amendment will not adversely affect air, water, and land resources in applicable air sheds and river basins. The site is already developed with a commercial use, including an approximately 6,710 SF building, 24 associated parking spaces, an outdoor play area, and site landscaping. Redevelopment of the property is not proposed at this time. Any redevelopment will require compliance with city, state, and federal environmental quality statutes, rules, and standards. This goal is met.

7. AREAS SUBJECT TO NATURAL DISASTERS AND HAZARDS Goal 7 deals with development in places subject to natural hazards such as floods or landslides. It requires that jurisdictions apply "appropriate safeguards" (floodplain zoning, for example) when planning for development there.

Response: The entire property is located within the 100-year floodplain and portions of the property are located within the floodway. FEMA, Clean Water Services, and the City of Tualatin have placed strict regulations regarding development within these areas. This application does not propose any new development, therefore this goal is not applicable.

8. RECREATION NEEDS This goal calls for each community to evaluate its areas and facilities for recreation and develop plans to deal with the projected demand for them. It also sets forth detailed standards for expedited siting of destination resorts.

Response: The subject site is not designated for recreational purposes (bike or pedestrian trail, park), nor has the site been identified for a destination resort development. This goal does not apply.

9. ECONOMY OF THE STATE Goal 9 calls for diversification and improvement of the economy. It asks communities to inventory commercial and industrial lands, project future needs for such lands, and plan and zone enough land to meet those needs.

Response: The proposed change in designation from RL to CO will allow for the continued use of the property with a day care use, but also will allow the flexibility to respond to an anticipated demand in medical office related to the adjacent hospital. This is especially timely as the hospital recently held a pre-application conference with City Staff to discuss future expansion plans. This goal is met.

10. HOUSING This goal specifies that each city must plan for and accommodate needed housing types, such as multifamily and manufactured housing. It requires each city to inventory its buildable residential lands, project future needs for such lands, and plan and zone enough buildable land to meet those needs. It also prohibits local plans from discriminating against needed housing types.

Response: Goal 10 of the Statewide Planning Goals stipulates that, "Buildable lands for residential use shall be inventoried and plans shall encourage the availability of adequate numbers of needed housing units at price ranges and rent levels which are commensurate with the financial capabilities of Oregon households and allow for flexibility of housing location, type and density." In simple terms, a post-acknowledgement plan amendment must not undermine a sufficient inventory of residential land and development potential, nor should it undermine an equitable mix of housing. In this limited sense, the small conversion of 0.93 acres of low-density residential land will not significantly change either the number of potential housing units, the overall potential residential density of the City of Tualatin, or the comparative ratio of low-density housing.

More specifically, Tualatin's moderate size and its inclusion within Metro's boundary requires that it is consistent with several applicable Oregon Administrative Rules, which implement relevant statutes. These are listed below:

660-007-0030: New Construction Mix
(1) Jurisdictions other than small developed cities must either designate sufficient buildable land to provide the opportunity for at least 50 percent of new residential units to be attached single family housing or multiple family housing or justify an alternative percentage based on changing circumstances.

660-007-0035: Minimum Residential Density Allocation for New Construction
The following standards shall apply to those jurisdictions which provide the opportunity for at least 50 percent of new residential units to be attached single family housing or multiple family housing:
(2) Clackamas and Washington Counties, and the cities of Forest Grove, Gladstone, Milwaukie, Oregon City, Troutdale, Tualatin, West Linn and Wilsonville must provide for an overall density of eight or more dwelling units per net buildable acre.

660-007-0060: Applicability
2) For plan and land use regulation amendments which are subject to OAR 660, Division 18, the local jurisdiction shall either:
(a) Demonstrate through findings that the mix and density standards in this Division are met by the amendment; or
(b) Make a commitment through the findings associated with the amendment that the jurisdiction will comply with provisions of this Division for mix or density through subsequent plan amendments.
In order to demonstrate compliance with the applicable criteria listed above, the applicant reviewed data from the most recent plan map amendment within the City, dated June 8, 2009 (PMA 09-01). This action involved a conversion of RL land to RML, and prompted City staff to do an updated analysis of their buildable residential land including all recent land use plan amendments. The data resulting from this analysis was updated to include the proposed conversion of approximately 0.93 acre of RL land to CO and is shown in the tables below:

TABLE 1						
RESIDENTIAL DENSITY AFTER PROPOSED PLAN MAP AMENDMENT						
	RL	**RML**	**RMH**	**RH**	**RH/HR**	**Total**
Total Acres in Each Residential District	2211.1	265.0	188.2	166.0	18.2	2848.5
Acres Proposed for Removal from Residential District	0.9					
Total Acres of ROW in Each Residential District	442.7	59.2	32.4	23.6	3.4	561.3
Total Gross Buildable Acres	1767.5	205.8	155.8	142.4	14.8	2286.3
Environmental Restrictions	293.5	44.4	54.8	76.4	12.6	481.7
Non-Buildable Land (Based on Use/Ownership)	297.1	11.8	6.3	0.2	0.1	315.5
Total Net Buildable Acres	1176.9	149.6	94.7	65.8	2.1	1489.1
Units Permitted In Each Residential District	6.4	10.0	15.0	25.0	30.0	
Total Dwelling Units Permitted	7532.0	1496.0	1420.5	1645.0	63.0	12156.5
Dwelling Units Per Acre						**8.16**

TABLE 2							
HOUSING TYPE BALANCE AFTER PROPOSED PLAN MAP AMENDMENT							
	RL	**RML**	**RMH**	**RH**	**RH/HR**	**Total**	
Total acres in each residential district	2211.1	265.0	188.2	166.0	18.2	2848.5	
Acres proposed for removal from residential district	0.9						
Total acres of ROW in each residential district	442.7	59.2	32.4	23.6	3.4	561.3	
Total gross buildable acres	1767.5	205.8	155.8	142.4	14.8	2286.3	
Environmental Restrictions	293.5	0.0	0.0	0.0	0.0	293.5	
Non-Buildable Land (based on use/ownership)	297.1	11.8	6.3	0.2	0.1	315.5	
Total net buildable acres	1176.9	194.0	149.5	142.2	14.7	1677.3	
Units permitted in each residential district	6.4	10.0	15.0	25.0	30.0		
Total Dwelling Units Permitted	7532.0	1940.0	2242.5	3555.0	441.0	15710.5	
Total Single Family Units (% of Total)	7532.0					7532.0	**47.9%**
Total Attached/Multi-Family Units (% of Total)		1940.0	2242.5	3555.0	441.0	8178.5	**52.1%**

Note that these tables include the approximately 6.1 acres of land redesignated pursuant to PMA-09-01 as part of the baseline land supply. The results are substantially similar to the previously calculated residential density and housing mix: PMA-09-01 would result in an overall potential density of 8.16, and would provide for 48% of dwellings to be single-family residential and 52% of dwellings to be moderate/high density (i.e., multi-family) housing. The proposed change has no mathematically significant affect on the overall residential density of the City, which is still in excess of the minimum of 8 units per acre required by OAR 660-007-0035. Similarly, the comparative mix of housing types remains similar to the existing mix in the City, and in any case, fulfills the new construction mix required by OAR 660-007-0030. As the proposal meets both the minimum density and mix standards that implement Goal 10, the proposal is thereby consistent with the primary approval criterion of OAR 660-007-0060.

In summary, the proposal will substantially maintain the potential housing capacity of the City of Tualatin. Further, as the subject property is currently developed with a non-residential use that covers the majority of the site, it is unlikely that it would ever

be a contributing element in Tualatin's housing inventory. The proposal is therefore consistent with Goal 10.

11. PUBLIC FACILITIES AND SERVICES Goal 11 calls for efficient planning of public services such as sewers, water, law enforcement, and fire protection. The goal's central concept is that public services should to be planned in accordance with a community's needs and capacities rather than be forced to respond to development as it occurs.

Response: Goal 11 requires cities to plan and develop in a timely, orderly, and efficient manner, with public facilities and services to serve as a framework for urban and rural development. The City of Tualatin has enacted a general plan and a development code that includes provisions requiring efficient planning for public services. As stated previously, all necessary public facilities and services are currently available and provided to the existing development. The site is served by the Tualatin Valley Water District, and sanitary sewer and storm drainage provided by Clean Water Services. The proposed Plan Map Amendment to CO should not trigger any unnecessary increases in the public services. This goal is met.

12. TRANSPORTATION The goal aims to provide "a safe, convenient and economic transportation system." It asks for communities to address the needs of the "transportation disadvantaged."

Response: Goal 12 requires local governments to provide a "safe, convenient and economic transportation system." This goal is implemented through the transportation element of the City's General Plan and through the Transportation Planning Rule (TPR), OAR 660-012-0060.

The TPR requires an applicant for a Plan Map Amendment to demonstrate that the proposed change will not significantly affect a transportation facility. A transportation memo is included with this application (see Exhibit H) which demonstrates that no outright or conditional uses under the proposed CO designation has the potential to generate more trips that the existing RL plan designation. This goal is met.

13. ENERGY Goal 13 declares that "land and uses developed on the land shall be managed and controlled so as to maximize the conservation of all forms of energy, based upon sound economic principles."

Response: A change in designation from RL to CO will allow for child day care centers and both general and medical office uses to be allowed outright, in a location that is adjacent to an existing hospital, has a mix of residential and commercial development, and is less than 1,800 LF from a freeway interchange. Due to this optimal location, shared trips are encouraged and trip lengths may be reduced, having the potential to help conserve fossil fuels. Any redevelopment of the site will be required to comply with all applicable energy codes and regulations. This goal is met.

14. URBANIZATION This goal requires cities to estimate future growth and needs for *land and then plan and zone enough land to meet those needs. It calls for each city to establish an "urban growth boundary" (UGB) to "identify and separate urbanizable land from rural land." It specifies seven factors that must be considered in drawing up a UGB. It also lists four criteria to be applied when undeveloped land within a UGB is to be converted to urban uses.*

Response: The subject site is located within the existing Urban Growth Boundary. The proposed Plan Map Amendment will apply to a parcel that is currently served by existing public facilities and services. This goal is met.

15. WILLAMETTE GREENWAY Goal 15 sets forth procedures for administering the 300 miles of greenway that protects the Willamette River.
Response: The subject site is not located within the Willamette River Greenway. This goal does not apply.

16. ESTUARINE RESOURCES This goal requires local governments to classify Oregon's 22 major estuaries in four categories:, natural, conservation, shallow-draft development, and deep-draft development. It then describes types of land uses and activities that are permissible in those "management units."
Response: The site is not located near or within any of the 22 estuaries in the State of Oregon. This goal does not apply.

17. COASTAL SHORELANDS The goal defines a planning area bounded by the ocean *beaches on the west and the coast highway (State Route 101) on the east. It specifies how certain types of land and resources there are to be managed: major marshes, for example, are to be protected. Sites best suited for unique coastal land uses (port facilities, for example) are reserved for "water-dependent" or "water related" uses.*
Response: The subject site does not contain nor is it near coastal shorelands. This goal does not apply.

18. BEACHES AND DUNES Goal 18 sets planning standards for development on various types of dunes. It prohibits residential development on beaches and active foredunes, but allows some other types of development if they meet key criteria. The goal also deals with dune grading, groundwater drawdown in dunal aquifers, and the breaching of foredunes.
Response: The subject site does not contain nor is it near beaches or dunes. This goal does not apply.

19. OCEAN RESOURCES Goal 19 aims "to conserve the long-term values, benefits, and natural resources of the nearshore ocean and the continental shelf." It deals with matters such as dumping of dredge spoils and discharging of waste products into the open sea. Goal 19's main requirements are for state agencies rather than cities and counties.
Response: The subject site is not in the vicinity of ocean resources and will therefore not have an impact on ocean resources. This goal does not apply.

(7) Granting the amendment is consistent with the Metropolitan Service District's Urban Growth Management Functional Plan.

Title 1 – Housing and Employment Accommodation:
Response: Tualatin's location within the jurisdictional boundaries of Metro requires that it makes land use decisions coordinated with the regional needs that it serves. Regional coordination is required by Oregon Administrative Rules, as stated below:

660-007-0050: Regional Coordination
(1) At each periodic review of the Metro UGB, Metro shall review the findings for the UGB. They shall determine whether the buildable land within the UGB satisfies housing needs by type and density for the region's long-range population and housing projections.
(2) Metro shall ensure that needed housing is provided for on a regional basis through coordinated comprehensive plans.

In this case, the City must determine that its regional share of 4,054 units between 1994 and 2017 is maintained or, if not currently available, the deficiency is not made

significantly worse. At 0.93 acres, the subject property, as currently zoned, has a density potential of six units per acre. When necessary right-of-way is added (approximately 30% of the site area), and environmental land and associated buffers are factored, only two units could likely be established on the site. This projection does not consider that the subject property is currently developed for non-residential uses, and is unlikely to be converted to residential use in the foreseeable future. In this sense, the proposal will not have a significant affect on the overall housing inventory of Tualatin (estimated to be some 15,719 units), especially with the recent redesignation of 6.1 acres of low- to medium-density residential land. The proposal therefore will have no significant affect on the ability of Tualatin to meet its mandated residential land allocation. The proposal is therefore consistent with Metro Title 1.

Title 2 – Regional Parking Policy:
Response: According to Performance Standard 3.07.220 of the Regional Parking Policy, cities and counties within the Urban Growth Boundary are required to amend their comprehensive plan to meet the minimum and maximum allowed parking requirements as outlined in Title 2. Therefore, any future development of the subject property will be in compliance with Title 2. No development is proposed with this application, therefore this title does not apply.

Title 3 – Water Quality, Flood Management, and Fish and Wildlife Conservation:
Response: A portion of the site contains preserved wetlands and is located within both the 100-year floodplain and the floodway. The wetlands and flood area are protected and regulated by Clean Water Services. At this time, no development is proposed that would affect either of these areas. This application is for a Plan Map Amendment to rezone the property from RL to CO.

Title 4 – Industrial and Other Employment Areas:
Response: The subject site is designated as "Inner Neighborhood" on the 2040 Growth Concept Map. Therefore, this title does not apply.

Title 5 – Neighbor Cities and Rural Reserves:
Response: SW Nyberg Lane is not designated as a "Green Corridor". This title does not apply.

Title 6 – Central City, Regional Centers, Town Centers, and Station Communities:
Response: The subject site is not part of the Tualatin City Center. This title does not apply.

Title 7 – Affordable Housing:
Response: Metro has established a voluntary 5-year affordable housing production program intended to broaden the variety and costs of available affordable housing in the city. For the most part, the City of Tualatin has worked towards its affordable housing goals by supporting an equitable mix of housing types, with a focus on multi-family units as the primary source of affordable housing units.

This proposal has no affect on Tualatin's responsibilities set forth in Title 7. The subject property is currently developed with a non-residential use that is predicted to remain. Further, its designation for low-density residential uses is not, in and of itself, supportive of affordable housing which typically is characterized by medium-high residential densities. Finally, the loss of potentially two residential units would have no significant affect on the affordable housing capacity of the city. The proposal is therefore consistent with Metro Title 7.

Title 8 – Compliance Procedures:
Response: Title 8 requires that all jurisdictions are held to the same standards of the Functional Plan. This title is not applicable to the proposed Plan Map Amendment.

Title 9 – Performance Measures:
Response: Title 9 requires that all performance measures related to the Functional Plan are implemented. This title is not applicable to the proposed Plan Map Amendment.

Title 10 – Functional Plan Definitions:
Response: Title 10 lists definitions of terms listed in the Functional Plan. This title is not applicable to the proposed Plan Map Amendment.

Title 11 – Planning for New Urban Areas:
Response: The subject site is located within the Urban Growth Boundary. This title does not apply.

Title 12 – Protection of Residential Neighborhoods:
Response: The proposed Plan Map Amendment does not increase the residential density of a single family neighborhood, nor is the site designated as a Neighborhood Center, nor does the proposed amendment affect access to parks or schools. Therefore, this title is not applicable to the proposed Plan Map Amendment.

Title 13 – Nature in Neighborhoods:
Response: The wetland areas located adjacent to the south have been designated as significant areas for protection and conservation by the City of Tualatin. Map 73-3 designates the wetland area as Significant Wetlands, as well as locating the area within a Wetland Preservation District (WPNA) on Map 73-1. The stream corridor is also designated as a Protected Greenway. The designations the City of Tualatin has placed on these areas allows them to be a continuous ecological viable stream corridor. No new development is proposed with this application, therefore this title does not apply.

(8) Granting the amendment is consistent with Level of Service F for the p.m. peak hour and E for the one-half hour before and after the p.m. peak hour for the Town Center 2040 Design Type (TDC Map 9-4), and E/E for the rest of the 2040 Design Types in the City's planning area.
Response: A transportation memo is included with this application (see Exhibit H) which demonstrates that no outright or conditional uses under the proposed CO designation has the potential to generate more trips that the existing RL plan designation. This criterion is met.

IV. CONCLUSION

The subject parcel is zoned Low-Density Residential, though the property has only been developed for commercial use for nearly twenty years. Based on the site access requirements from SW Nyberg Lane and the net developable area, this site is virtually unfeasible for low-density residential development. In addition, the conditional uses listed in the RL zone are also unlikely to be developed on this parcel. Therefore, a Plan Map Amendment is required to keep the space leased and allow the flexibility to respond to future market demand.

The site is located at a transition point from commercial/medical/medical office/high-density residential uses, located west of the intersection of SW Nyberg Street and SW 65th Avenue, to more low-density residential uses farther east of the site. In addition, the close proximity to the Interstate 5/Nyberg interchange, an existing signalized intersection, existing commercial and residential uses, and the Legacy Meridian Park Hospital makes the site optimal for CO zoning.

The City's Local Aspirations/Urban and Rural Reserves effort excluded the subject property from the residential land inventory as it has been developed as commercial for many years. Therefore, the City does not envision the site for residential use to accommodate the projected population growth, but rather as a commercial property. However, the applicant conducted an analysis to ensure that approval of the amendment will still allow a sufficient inventory of residential land and development potential, in addition to an equitable mix of housing, in compliance with Statewide Goal 10. The analysis concluded that the conversion of 0.93 acres of low-density residential land will not significantly change either the number of potential housing units, the overall potential residential density of the City of Tualatin, or the comparative ratio of low-density housing.

Based on the above, it is in the public's best interest to approve the requested amendment.

APPLICATION FOR PLAN *MAP* AMENDMENT

City of Tualatin Community Development Dept - Planning Division
18880 SW Martinazzi Avenue
Tualatin, OR 97062
503-691-3026

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

PLEASE PRINT IN BLACK INK OR TYPE

Nature of amendment requested Rezone property currently designated as RL (Low Density Residential) to (CO) Commercial Office.

State the specific section number(s) of the Code to be amended Community Plan Map : Map 9-1

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

Applicant's Signature _____

Applicant's Name Theresa Paulson, Planner - Group Mackenzie Phone (503) 224-9560

Applicant's address 1515 SE Water Avenue (street) Portland (city) Oregon (state) 97214 (zip)

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

Other _____

If the request is for a specific property:

County Washington Map # 21E19C Tax Lot #(s) 00700

Owner's Name Don Waterman

Owner's Address 18342 NW Gillihan Rd Portland OR 97231 (street) (city) (state) (zip)

Owner recogntion of application: _____

Don Waterman

(signature of owner(s))

Name of Document For Recording: **Waiver Of Rights And Remedies** Grantor: (Petitioner(s)) Grantee: City of Tualatin Consideration: None. Tax Statement to be mailed to: No change. After Recording, Return To: City of Tualatin, Attn: City Recorder, 18880 SW Martinazzi, Tualatin, OR 97062	(For County Recording Use Only)

Measure 37 Waiver Of Rights And Remedies

Whereas, DONALD L. WATERMAN ("Petitioner", including collectively all petitioners) has petitioned to the City of Tualatin ("City") to commence certain proceedings, i.e., annexation, planning district change, and/or plan text amendment for the following described real property,

See attached legal description

Whereas, under Ballot Measure 37 (effective December 2, 2004), a property owner may seek just compensation or waiver of certain land use regulations if a public entity enacts or enforces the land use regulations after the property owner acquired the property; and

Whereas, Oregon electors or the Oregon Legislature may, in the future, enact further statutory or constitutional amendments relating to compensation for the impact of local regulations upon real property, under certain circumstances; and

Whereas, City does not wish to approve the Petitioner's requested proceedings if such approval could result in the owner or the owner's successors or assigns filing a claim for compensation for the land use regulations in effect upon the effective date of the proceedings or a claim seeking to require the City to waive its land use regulations, which are being newly imposed upon the property as a result of the Petitioner's requested proceedings; and

Whereas, Petitioner wishes to obtain the City's approval of Petitioner's requested proceedings and therefore agrees to eliminate the potential of claim for compensation or the right to seek waiver from the City's land use regulations existing as of the effective date of the proceedings.

Now, therefore, Petitioner warrants that the Petitioner executing this Waiver Agreement holds the full and complete present ownership or any interest therein in the property, and agrees as follows:

1. As inducement to the City to proceed with the following proceeding(s) affecting the subject real property: Annexation, planning district change, and/or plan text amendment which may include designation of the property as subject to additional applicable overlay zones and districts, e.g., Mixed Use Commercial Overlay District, Industrial Business Park Overlay District, Flood Plain District, Wetlands Protection District, Greenway Protection Overlay District and Natural Areas, and/or design districts ("proceedings"), the undersigned Petitioner, on behalf of Petitioner, Petitioner's heirs, devisees, executors,

administrators, successors and assigns, agrees and covenants to the City of Tualatin, its officers, agents, employees and assigns that the Petitioner hereby waives, releases and forever discharges, and agrees that Petitioner shall be estopped from asserting any rights and remedies, actions, causes of action, suits, claims, liabilities, demands, and rights to waivers arising under or granted by any statutory or constitutional regulatory compensation or waiver provisions, including but not limited to Ballot Measure 37 (2004) or otherwise enacted after the date of this proceeding which would create a right of claim for compensation or waiver from city land use regulations that exist upon the effective date of the proceeding and which, by the approval of the proceeding, are then applicable to the property.

2. This Waiver and release shall bind the undersigned's heirs, devisees, executors and administrators, successors in interests, and assigns. This waiver, release and discharge shall run with the land, and this instrument or a memorandum of it may be recorded in the official records of the County in which the subject real property is located. This instrument may be terminated upon the filing of a Notice of Termination of Waiver filed by the City of Tualatin.

3. If this instrument is given contemporaneous with a consent to future proceedings to be initiated by the City, Petitioner acknowledges that the proceedings may be initiated by the City of Tualatin at any time in the discretion of the City and that this waiver and release is applicable to any ordinances adopted prior to the effective date of the proceeding.

4. This document is executed of my own free will and without duress. I/we respectively acknowledge that I/we have been advised to obtain legal advice prior to the execution of this document, and that either I, or each of us respectively, have either obtained legal advice or have independently elected not to seek legal advice prior to the execution of this document, recognizing that this document may affect our legal rights and remedies.

DATED this 8 day of JUNE, 2009.

Donald L Waterman (signature)	(signature)
Petitioner Name: DONALD L. WATERMAN	Petitioner Name:
Date Signed: JUNE 8 2009	Date Signed:

Petitioner (corporation, etc.) Name: _____

By: _____

Name of Signor: _____

Office/Title of Signor: _____

State of Oregon _____)
County of Multnomah)

On this 8th day of June, 2009, before me the undersigned Notary Public, personally appeared

Donald L. Waterman

(Name of Petitioners signing; not Notary name)

☐ Personally known to me

☑ Proved to me on the basis of satisfactory evidence

To be the person who executed the within instrument

☐ **As _____ or on behalf of the entity therein named, pursuant to authority, and acknowledged to me the execution hereof.**

WITNESS my hand and official seal **(Do not write outside of the box)**	Place Notary Seal Below
Notary Signature Janet Stuelpnagel Notary name (legible): JANET STUELPNAGEL	OFFICIAL SEAL JANET STUELPNAGEL NOTARY PUBLIC - OREGON COMMISSION NO. 426700 MY COMMISSION EXPIRES APRIL 5, 2012

This document is accepted pursuant to authority and approved for recording.

City of Tualatin, Oregon

_____
City Manager

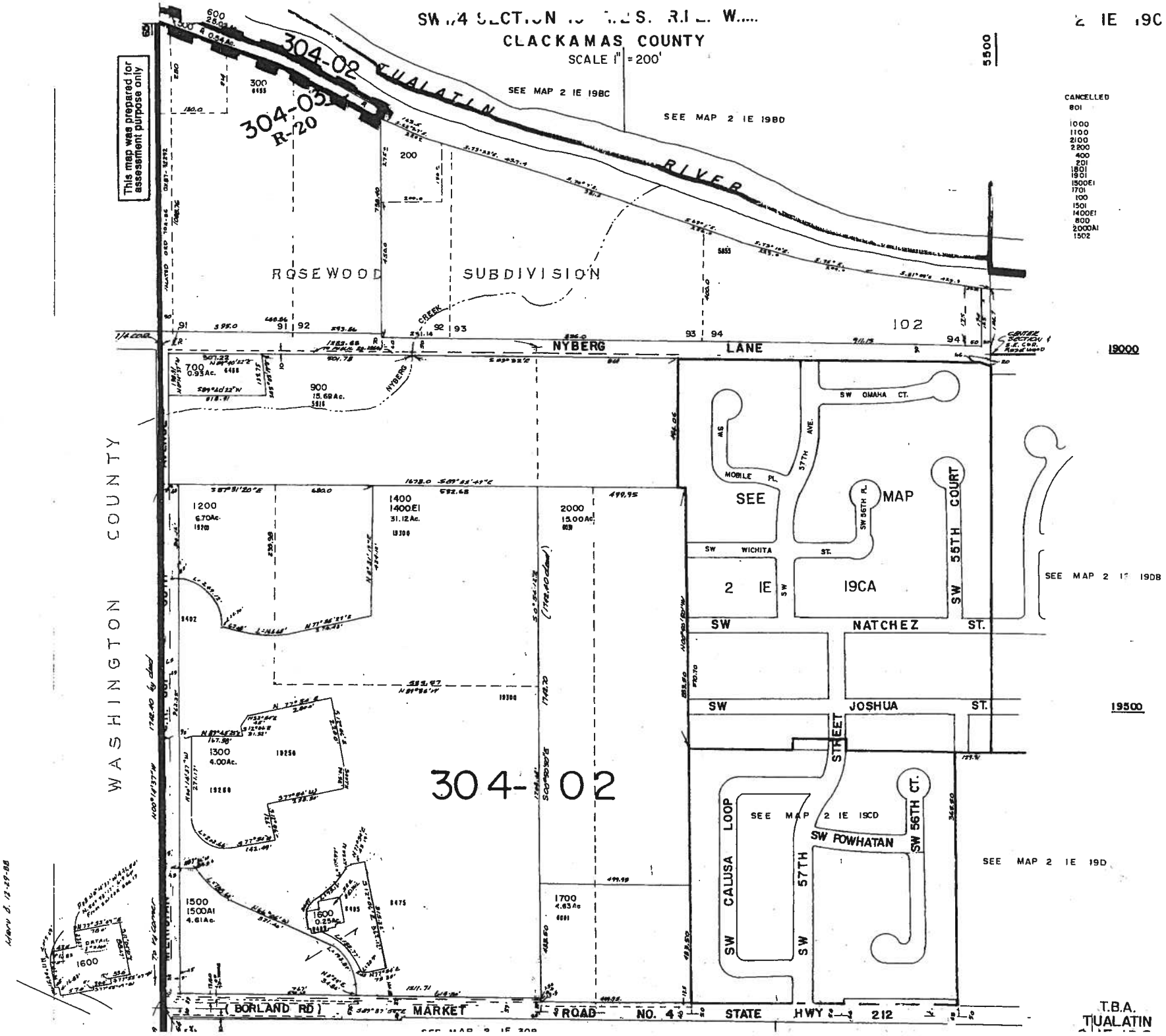
State of Oregon)
County of Clackamas)

On this _____ day of _____, _____, before me the undersigned Notary Public, personally appeared_____,

- ☐ personally known to me
- ☐ proved to me on the basis of satisfactory evidence

To be the person who executed the within instrument as City Manager or on behalf of the entity therein named, pursuant to authority, and acknowledged to me the execution hereof.

WITNESS my hand and official seal **Do not write outside of the box**	Place Notary Seal Below **(Do not place seal over any portion of text or signature)**
Notary Signature _____ Notary name (legible): _____	


SW 1/4 SECTION 19 T.2 S. R.1 E. W.....
2 IE 19C
CLACKAMAS COUNTY
SCALE 1" = 200'
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TUALATIN
RIVER
304-03
R-20
This map was prepared for assessment purpose only
SEE MAP 2 IE 19BC
SEE MAP 2 IE 19BD
CANCELLED
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ROSEWOOD
SUBDIVISION
CREEK
NYBERG
LANE
19000
SW OMAHA CT.
MOBILE PL.
SW 57TH AVE.
SEE MAP 2 IE 19CA
SW 55TH COURT
SW WICHITA ST.
SW NATCHEZ ST.
SEE MAP 2 IE 19DB
SW JOSHUA ST.
19500
SW CALUSA LOOP
SW 57TH STREET
SW POWHATAN
SW 56TH CT.
SEE MAP 2 IE 19CD
SEE MAP 2 IE 19D
WASHINGTON COUNTY
304-02
(BORLAND RD)
MARKET ROAD NO. 4
STATE HWY 212
T.B.A.
TUALATIN
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31.12Ac.
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4.00Ac.
1500
1500AI
4.61Ac.
1600
0.25Ac.
1700
4.63Ac.

First American Title Insurance Company
National Commercial Services
200 SW Market Street, Suite 250
Portland, Oregon 97201

Escrow Officer: **No escrow requested**
Phone:
Fax:
E-mail

File No:

Title Officer: **Jennifer L. Watson**
Phone: **(503)790-7866**
Fax: **(503)795-7614**
E-mail **jewatson@firstam.com**

File No: **NCS-392756-OR1**

PRELIMINARY TITLE REPORT

ALTA Owners Standard Coverage	Liability	$	TBD	Premium	$	TBD
ALTA Owners Extended Coverage	Liability	$		Premium	$	
ALTA Lenders Standard Coverage	Liability	$		Premium	$	
ALTA Lenders Extended Coverage	Liability	$		Premium	$	
ALTA Leasehold Standard Coverage	Liability	$		Premium	$	
ALTA Leasehold Extended Coverage	Liability	$		Premium	$	
Endorsements	Liability	$		Premium	$	
Govt Service Charge				Cost	$	
Other					$	

We are prepared to issue Title Insurance Policy or Policies in the form and amount shown above, insuring title to the following described land:

The land referred to in this report is described in Exhibit "A" attached hereto.

and as of **03/31/2009** at **8:00 a.m.,** title vested in:

Donald L. Waterman

Subject to the exceptions, exclusions, and stipulations which are ordinarily part of such Policy form and the following:

This report is for the exclusive use of the parties herein shown and is preliminary to the issuance of a title insurance policy and shall become void unless a policy is issued, and the full premium paid.

INFORMATIONAL NOTES

NOTE: This report does not include a search for Financing Statements filed in the office of the Secretary of State, or in a county other than the county wherein the premises are situated, and no liability is assumed if a Financing Statement is filed in the office of the County Clerk (Recorder) covering fixtures on the premises wherein the lands are described other than by metes and bounds or under the rectangular survey system or by recorded lot and book.

NOTE: Taxes for the year 2008-2009, paid in full.

Tax Amount:	$14,087.83
Code No.:	304-002
Map & Tax Lot No.	21E19C 00700
Property ID/Key No.	01362475

First American Title Insurance Company of Oregon

SCHEDULE OF EXCLUSIONS FROM COVERAGE

ALTA LOAN POLICY (10/17/92)

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy;
   (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
   (a) created, suffered, assumed or agreed to by the insured claimant;
   (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
   (c) resulting in no loss or damage to the insured claimant;
   (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or the extent insurance is afforded herein as to assessments for street improvements under construction or completed at date of policy); or
   (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
   (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
   (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
   (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
      (a) to timely record the instrument of transfer; or
      (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

ALTA OWNER'S POLICY (10/17/92)

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
   (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
   (a) created, suffered, assumed or agreed to by the insured claimant;
   (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
   (c) resulting in no loss or damage to the insured claimant;
   (d) attaching or created subsequent to Date of Policy; or
   (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
   (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
   (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
      (a) to timely record the instrument of transfer; or
      (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

SCHEDULE OF STANDARD EXCEPTIONS

The ALTA standard policy form will contain in Schedule B the following standard exceptions to coverage:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceeding by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements or claims of easement, not shown by the public records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
4. Any encroachment (of existing improvements located on the subject land onto adjoining land or of existing improvements located on adjoining land onto the subject land), encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the subject land.
5. Any lien, or right to a lien, for services, labor, material, equipment rental or workers compensation heretofore or hereafter furnished, imposed by law or not shown by the public records.

NOTE: A SPECIMEN COPY OF THE POLICY FORM (OR FORMS) WILL BE FURNISHED UPON REQUEST

TI 149 Rev. 6-06

GROUP MACKENZIE
PORTLAND, OR | SEATTLE, WA | VANCOUVER, WA
RiverEast Center | 1515 Water Avenue, Suite 100 | Portland, OR 97214
P.O. Box 14310 | Portland, OR 97293
T: 503.224.9560 | F: 503.228.1285 | www.groupmackenzie.com

MEETING MINUTES

PROJECT NUMBER:	2090091.00	ISSUE DATE:	May 21, 2009
PROJECT NAME:	Waterman Site – Plan Map Amendment		

RECORDED BY:	Theresa Paulson, Senior Planner
TO:	FILE
PRESENT:	Angie Wrahtz, Warren Mays, Brad Bullock, Mark Coolian, Julie Sepp, Kevan Rasmussen – Neighborhood Attendees Brent Hedberg, Todd Scheaffer – Specht Development Theresa Paulson – Group Mackenzie

SUBJECT: Neighborhood Meeting (May 20, 2009)

A neighborhood meeting was held regarding a proposed Plan Map Amendment for the property owned by Mr. Don Waterman, located at 6480 SW Nyberg Lane in Tualatin, Oregon. The proposal is to change the City's Plan Map designation from Low Density Residential (RL) to Office Commercial (CO). Since January 1990, the property functioned as a day care operated by La Petite Academy with an approximately 6,710 SF buildng and 23 associated parking spaces. The daycare was approved as a conditional use, allowing up to 147 students. Prior to 1990, the property was undeveloped. Therefore ,the only use of the property though zoned residential, has been for commercial use.

The purpose of the meeting was to provide a means for the applicant and surrounding property owners to meet and discuss this proposal and identify any issues. Mr. Waterman was represented by Todd Scheaffer and Brent Hedberg of Specht Development in addition to land use planner Theresa Paulson of Group Mackenzie. No specific development is proposed at this time. Mr. Waterman anticipates leasing the existing buildng to other tenants or tenants. Because of the close proximity to the Meridian Park Hospital, a medical office tenant(s) is anticipated. No tenants have been secured to date. At the meeting, the following questions were posed and the associated responses are listed below:

1. Is the day care still in operation?

Response: No, the daycare the La Petite Academy lease expired in December 2008. Mr. Waterman has sought to find another day care operator to lease the space but has not been able to secure another day care operator.

2. Is development of this property proposed at this time?

Response: No. Any future development will have to go through Architectural Review, which is a public process in which a neighborhood meeting is required (in addition to public noticing and a public comment period). Therefore, any redevelopment of the site (though not proposed at this time) would require public involvement.

3. How long has Mr. Waterman owned the property?

Response: Mr. Waterman purchased the property in 1990, after development of the site.

Response: No official market research has been accomplished to date. However, a local commercial realtor was consulted and indicated that proximity to the hospital makes the space attractive for potential medical office users.

10. When is the Plan Map Amendment application anticipated to be submitted?

Early June.

11. Is Mr. Waterman intestyed in selling the property?

Response: At this time Mr. Waterman anticipates leasing the buildng to one or multiple tenants, however, he is open to selling the property. To date, there have been no offers to purchase the property from Mr. Waterman.

The team indicated that they are willing to meet again if the neighbors or others have additional questions or concerns regarding the proposed Plan Map Amendment.

Every effort has been made to accurately record this meeting. If any errors or omissions are noted, please provide written response within five days of receipt.

c: Present
File

GROUP MACKENZIE
PORTLAND, OR | SEATTLE, WA | VANCOUVER, WA
RiverEast Center | 1515 Water Avenue, Suite 100 | Portland, OR 97214
P.O. Box 14310 | Portland, OR 97293
T: 503.224.9560 | F: 503.228.1285 | www.groupmackenzie.com

SIGN-IN SHEET

PROJECT NUMBER: 2090091.00

PROJECT NAME: Waterman Property Plan Map Amendment

SUBJECT: **Neighborhood Meeting (May, 20,2009)**

Name	Representing	Email	Phone
Angie Wrahtz	Fox Hill	angela.wrahtz@comcast.net	503/692-5123
Warren Mays	SELF		503/885-9448
Brad Bullock	Self	bradley.bullock@comcast.net	503 291-7[illegible]
Mark Coolican			503 692-2014
Julie Sepp	Self	jsepp@hotmail.com	503/454-0326
Karen Yasmussen	Self	lil kass@msn.com	(503) 692-8741

AFFIDAVIT OF POSTING

STATE OF OREGON)
) SS
COUNTY OF WASHINGTON)

I, Ryan Schera, being first duly sworn, depose and say:

As the applicant for the Waterman PMA project, I hereby certify that I posted copies of the Notice of the Neighborhood/Developer meeting in accordance with the requirements of the Tualatin Development Code and the Community Development – Planning Division on the 6th day of May, 2009, copy attached; and that I posted said copies in public and conspicuous places within the City at the subject property, to wit:

1. At subject property, facing right of way
2. _____
3. _____
4. _____

Dated this 19 day of May, 2009.

_____
Signature

Subscribed and sworn to before me this 19th day of May, 2009.

OFFICIAL SEAL
BARBARA M McCULLOUGH
NOTARY PUBLIC-OREGON
COMMISSION NO. 424979
MY COMMISSION EXPIRES FEB. 21, 2012

_____
Notary Public for Oregon
My Commission expires:

RE: _____

AFFIDAVIT OF MAILING

STATE OF OREGON)
) SS
COUNTY OF WASHINGTON)

I, Ryan Schera, being first duly sworn, depose and say:

That on the 6th day of May, 2006, I served upon the persons shown on Exhibit "A," attached hereto and by this reference incorporated herein, a copy of the Notice of Neighborhood/Developer meeting marked Exhibit "B," attached hereto and by this reference incorporated herein, by mailing to them a true and correct copy of the original hereof. I further certify that the addresses shown on said Exhibit "A" are their regular addresses as determined from the books and records of the Washington County and/or Clackamas County Departments of Assessment and Taxation Tax Rolls, and that said envelopes were placed in the United States Mail with postage fully prepared thereon.

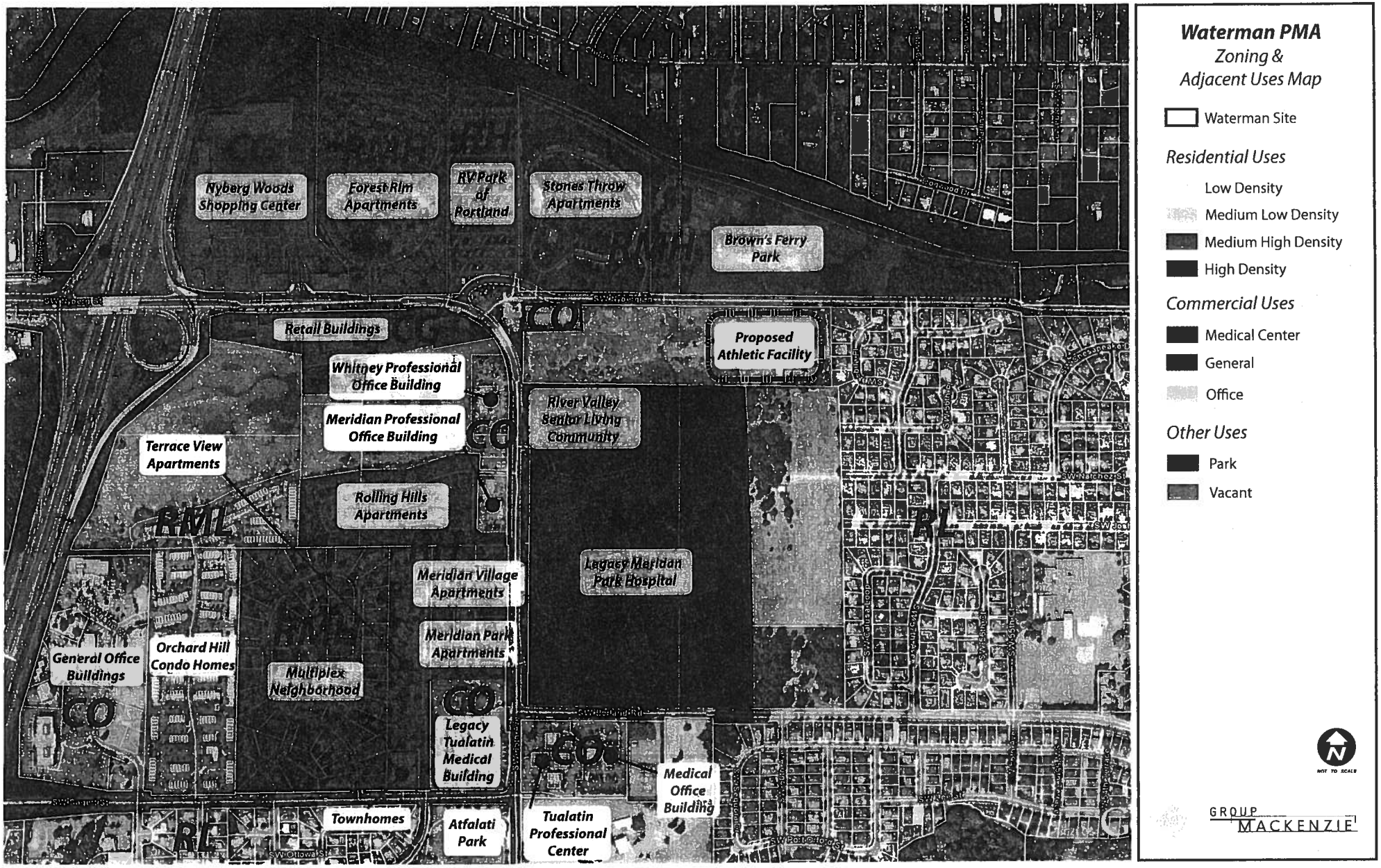
Signature

SUBSCRIBED AND SWORN to before me this 19th day of May, 2009.

OFFICIAL SEAL
BARBARA M McCULLOUGH
NOTARY PUBLIC-OREGON
COMMISSION NO. 424979
MY COMMISSION EXPIRES FEB. 21, 2012

Barbara M McCullough
Notary Public for Oregon
My commission expires:

RE: _____



Waterman PMA

Zoning & Adjacent Uses Map

Waterman Site

Residential Uses

- Low Density
- Medium Low Density
- Medium High Density
- High Density

Commercial Uses

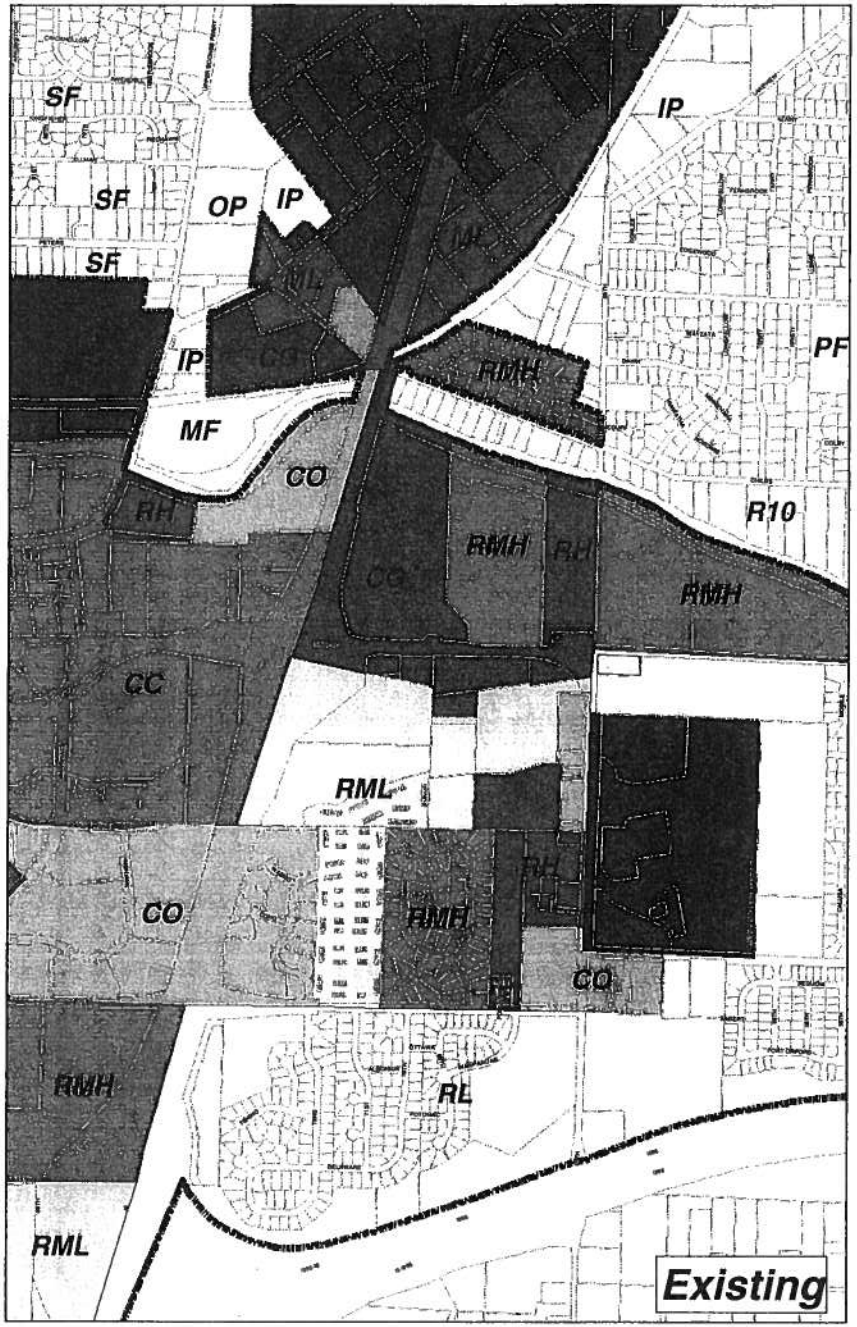
- Medical Center
- General
- Office

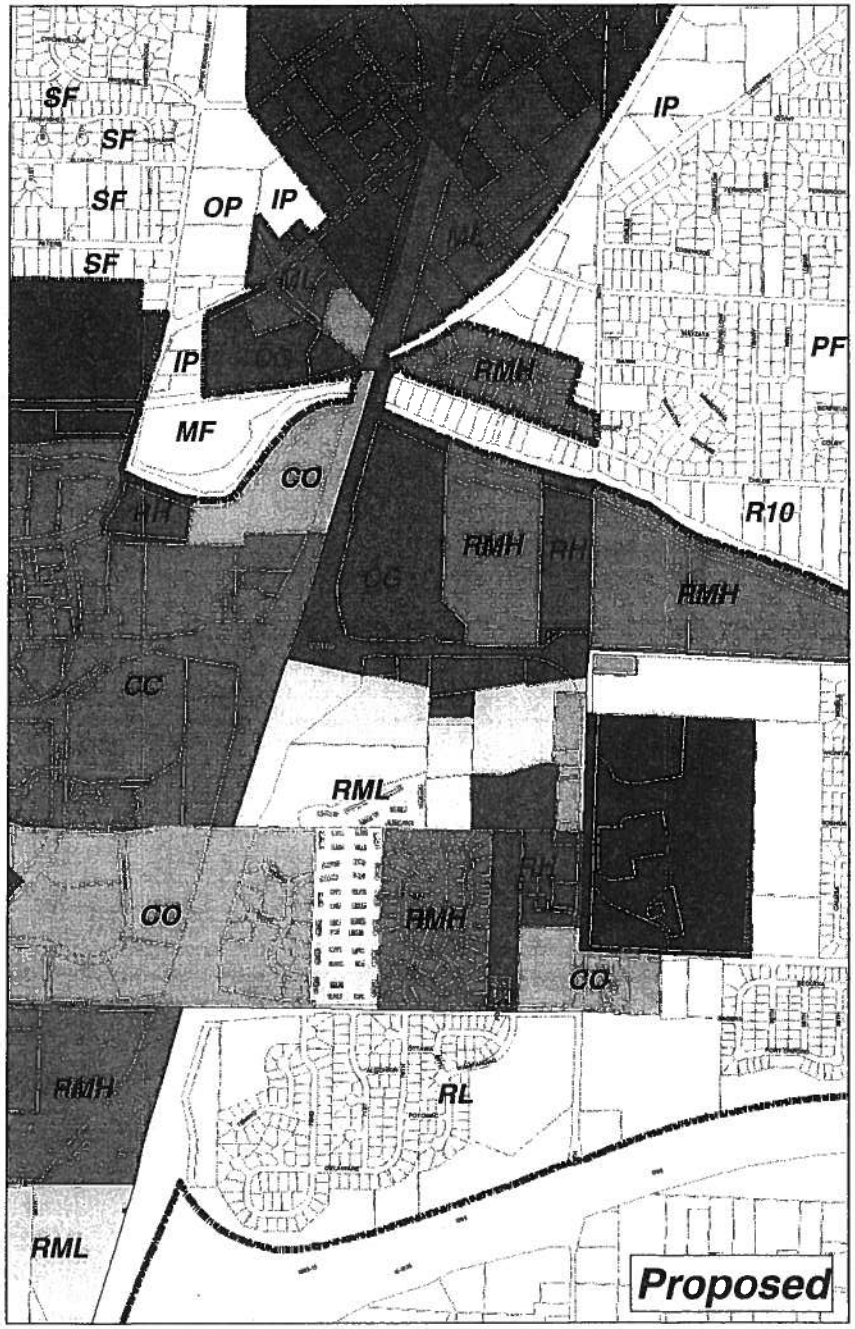
Other Uses

- Park
- Vacant

NOT TO SCALE

GROUP MACKENZIE





Waterman PMA

Legend

- Waterman Site

City Boundaries

- Tualatin

Planning District Designations

- CC
- CG
- CO
- CR
- IN
- MC
- MG
- ML
- MO/H
- MP
- RH
- RH/HR
- RL
- RMH
- RML

SCALE

Source Data

Geographic Projection Information

Location Map

GROUP MACKENZIE

Waterman PMA

Developable Area Map

- Waterman Site
- Wetland Area
- CWS 50' Buffer

Developable Area Calculation

Site Area: 43,542 SF

Wetlands: 11, 757 SF

CWS Buffer: 16,155 SF

Net Develople Area: 15, 630 SF

NOT TO SCALE

GROUP MACKENZIE

KITTELSON & ASSOCIATES, INC.
TRANSPORTATION ENGINEERING / PLANNING
610 SW Alder Street, Suite 700, Portland, OR 97205 503.228.5230 503.273.8169

MEMORANDUM

Date: June 15, 2009 Project #: 10205.0

To: Mike McKillip
City of Tualatin
Engineering & Building Department
Engineering Division
18880 SW Martinazzi Avenue
Tualatin, OR 97062-0369

REGISTERED PROFESSIONAL ENGINEER
80404PE
OREGON
June 11, 2008
CHRISTOPHER B. TIESLER
Signed: 6/15/09
EXPIRES: 6/30/2010

From: Chris Tiesler, P.E. and Wen Si

Project: Waterman Property Rezone

Subject: Transportation Planning Rule Analysis for the Proposed Rezone – Tualatin, Oregon

Don Waterman is proposing a comprehensive plan and zoning map amendment for an approximately one-acre site located in Tualatin, Oregon. The subject property is located in the southeast quadrant of the SW 65th Avenue/SW Nyberg Lane intersection, and is illustrated in Figure 1. Under the proposed plan map amendment, the site would change designation from Low Density Residential (RL) to Commercial Office (CO).

SUMMARY OF FINDINGS

This memorandum analyzes the proposed plan map amendment in compliance with the Transportation Planning Rule (TPR), OAR 660-012-0060. A two-step review process is required. The first step of the analysis is to determine if there will be a significant effect on surrounding transportation facilities because of the proposed amendment. The analysis of impacts is conducted for a horizon year corresponding to the end of the planning period identified in the local jurisdiction's adopted Transportation System Plan, typically a 20-year time frame. In the event that there is a significant impact, then the second step is to provide appropriate mitigation measures under OAR 660-012-0060(2).

Based on the analysis presented in this memorandum, rezoning the property to CO and developing to a reasonable "worst-case" density would result in a smaller trip generation potential than under the existing zoning designation. Therefore, the proposed plan map amendment complies with the TPR.

BACKGROUND

The site is zoned RL, which allows for single-family dwellings, residential facilities, and family daycare. Prior to 1989, the site was vacant. At that time, a conditional use permit was applied for and obtained to construct and operate a Daycare Center. The conditional use permit allows a

LEGEND

● - STUDY INTERSECTION

SITE VICINITY MAP
TUALATIN, OREGON

FIGURE 1

KITTELSON & ASSOCIATES, INC.
TRANSPORTATION ENGINEERING / PLANNING

H:\proj\file\10205 - Waterman Property Rezone\dwgs\figs\10205Fig01.dwg Jun 15, 2009 - 2:33pm - ctiesler Layout Tab: Fig01

maximum building size of 6,710 square-feet, which was constructed and opened in January 1990. The site has operated as a daycare center since that time.

Transportation Planning Rule

The TPR institutes criteria under which the transportation impacts of a post-acknowledgement plan amendment and zoning map amendment must be evaluated (OAR 660-012-0060(1). If a proposed amendment is expected to result in an increase in potential trips generated by the site beyond that which would occur through reasonable "worst case" development of the site under the existing designation, an operational analysis is required to assess the long-term transportation needs. However, if the trip generation is not expected to increase, no additional analysis is necessary to satisfy the TPR. If a significant affect results, the TPR allows mitigation measures, one of which is a "trip cap" that will limit future land uses on the site such that there are no significant transportation impacts as a result of the land use changes.

TRIP GENERATION POTENTIAL COMPARISON

Using the standard reference manual, *Trip Generation, 8th Edition,* published by the Institute of Transportation Engineers (ITE) (Reference 1), the potential site trip generation was estimated for two scenarios:

- an assumed reasonable "worst case" under the current RL designation
- an assumed reasonable "worst case" under the proposed CO designation

As noted previously, the site currently operates as a 6,710 square-foot Daycare Center, which is considered the reasonable "worst-case" scenario allowed under the RL designation in terms of trip generation. For the proposed CO zoning, a Medical Office land use would represent the worst-case for trip generation purposes. Based on landscaping, parking minimums and setback requirements required by the zoning code, the reasonable "worst-case" build out is calculated to be approximately 12,470 square-feet.

Table 1 shows the estimated trip generation comparison between the existing RL designation and proposed CO designation worst case development scenarios.

Table 1
Worst Case Trip Generation Scenario Comparison

ITE Land Use	ITE Code	Size	Daily Trips	Weekday AM Peak Hour			Weekday PM Peak Hour		
				Total	In	Out	Total	In	Out
Existing RL Plan Map									
Daycare Center	565	6,710	530	80	40	40	85	40	45
Proposed CO Plan Map									
Medical Office Building	720	12,470	450	30	25	5	45	10	35
Proposed Zoning – Existing Zoning			**-80**	**-50**	**-15**	**-35**	**-40**	**-30**	**-10**

As shown in Table 1, the worst-case land uses associated with the proposed CO designation have a trip generation potential smaller than the existing RL designation (resulting in a reduction of approximately 80 daily trips, 50 weekday a.m. peak hour trips, and 40 weekday p.m. peak hour trips). As a result, no additional analysis is required to satisfy the TPR for rezone purposes.

OPERATIONAL ANALYSIS

An operational analysis of the SW 65th Avenue/SW Nyberg Lane intersection has been provided at the request of City staff to demonstrate that the proposed rezone will not degrade the operations of the intersection today or in the future. While not required to satisfy the TPR, this analysis clearly demonstrates that the proposed rezone will not have a significant effect on the transportation system.

Existing Conditions

As noted previously, the site currently operates as a 6,710 square-foot daycare center, which is considered the reasonable "worst-case" scenario allowed under the RL designation in terms of trip generation. As such, the existing zoning scenario was analyzed to demonstrate that the intersection will operate acceptably both today and at the end of the 20-year planning horizon.

This analysis is contained in the *Stafford Hills Racquet & Fitness Club Transportation Impact Analysis* prepared by Kittelson & Associates, Inc. (Reference 3). Table 2 summarizes the operational analysis results at the SW Nyberg Lane/SW 65th Avenue intersection under existing zoning conditions.

Table 2
SW Nyberg Lane/SW 65th Avenue Existing Conditions Operational Analysis Summary[1]

Zoning Scenario	Weekday AM Peak Hour			Weekday PM Peak Hour		
	LOS	V/C	Delay	LOS	V/C	Delay
Existing Zoning (RL)	B	0.60	13.9	B	0.71	17.0

LOS = Level of Service
V/C = Volume-to-capacity ratio
Delay measured in seconds
[1] As reported in the Stafford Hills Racquet & Fitness Club Transportation Impact Analysis dated February 2009 prepared by Kittelson & Associates, Inc.

As shown in Table 2, the subject intersection operates acceptably during both the weekday a.m. and p.m. peak hours under the existing zoning scenario. Because the proposed zone change will result in a net reduction of trips to this intersection, the intersection will continue to operate acceptably assuming approval of the zone change.

Year 2028 Horizon Year Conditions

The existing zoning scenario was also analyzed under year 2028 traffic conditions to demonstrate that the intersection will operate acceptably at the end of the 20-year planning horizon.

Table 3 summarizes the operational analysis at the SW Nyberg Lane/SW 65th Avenue intersection under horizon year 2028 traffic conditions.

Table 3
SW Nyberg Lane/SW 65th Avenue Horizon Year 2028 Operational Analysis Summary[1]

Zoning Scenario	Weekday AM Peak Hour			Weekday PM Peak Hour		
	LOS	V/C	Delay	LOS	V/C	Delay
Existing Zoning (RL)	B	0.83	18.8	C	0.84	22.9

LOS = Level of Service
V/C = Volume-to-capacity ratio
Delay – measured in seconds
[1] As reported in the Stafford Hills Racquet & Fitness Club Transportation Impact Analysis dated February 2009 prepared by Kittelson & Associates, Inc.

As shown in Table 3, the subject intersection is forecast to continue to operate acceptably during both the weekday a.m. and p.m. peak hours under the existing zoning scenario in the horizon year 2028. Because the proposed zone change will result in a net reduction of trips to this intersection, the zone change will not significantly affect the transportation system over the 20-year planning horizon.

CONCLUSION

Based on this analysis and the size of the site, no outright or conditional use under the proposed CO designation has the potential to generate more trips than the existing RL designation. However, the applicant is open to the idea of imposing a "trip cap" for the proposed rezone if it is ultimately deemed necessary by the City. The trip cap could be established to limit the future trip generation potential of the site to the maximum reasonable worst-case scenario that exists under the current conditional use RL designation. This would ensure that no additional trips are generated to or from the site as a result of future redevelopment under the proposed rezone.

We trust this letter adequately addresses the transportation issues associated with the proposed comprehensive plan change and rezone. If you have any questions or comments, please contact us at (503) 228-5230.

REFERENCES

1. Institute of Transportation Engineers. *Trip Generation, 8th Edition.* 2008.

2. Transportation Research Board. *Highway Capacity Manual.* 2000.

3. Kittelson & Associates, Inc. *Stafford Hills Racquet & Fitness Club Transportation Impact Analysis.* February 2009.

PMA-09-02 ATTACHMENT E:

BACKGROUND

The subject land use application is Plan Map Amendment PMA-09-02 requesting redesignation of 6480 SW Nyberg Lane (Tax Lot 2S 1E 19C 700); the portion of right-of-way of SW Nyberg Lane north to the centerline of the right-of-way (ROW); and, the portion of ROW of SW 65th Avenue west to the east boundary of the General Commercial (CG) Planning District from Low Density Residential (RL) to Office Commercial (CO) Planning District. The property of approximately 0.93 acres with approximately 0.48 acres of adjacent ROW is near the southeast corner of SW 65th Avenue and SW Nyberg Lane, north of Legacy Meridian Park Hospital and south of Stonesthrow Apartments. Refer to the maps in Attachment A, B, and C.

The site itself has been developed for child day care, a commercial use, via conditional use permit CUP-89-02 and Resolution No. 2423-90 since 1990; prior to that the site was undeveloped. Designation of CO would allow child day care, professional offices, and athletic and fitness clubs as permitted uses as specified in TDC 50.020. La Petite Academy was the child day care provider occupying the site.

While the PMA criteria remain at a conceptual land use level, site redevelopment constraints are relevant. The RL Planning District designation allows for up to 6 DUs in the form of single-family (SF) houses given the approximate site area of 0.93 acres. Because of the proximity of Nyberg Creek and associated wetlands and the contemporary wetland buffer requirements of Clean Water Services (CWS), the Washington County sewer and stormwater agency that has jurisdiction also within that portion of the City within Clackamas County, the net redevelopable acreage is reduced by 64% and feasible density is also reduced. The economics of the site as presently designated RL indefinitely preclude redevelopment into two houses. The PMA would have a negligible effect on housing capacity within the planning area boundary of the city.

Attachment F contains the analysis and findings demonstrating how the PMA meets the approval criteria of Tualatin Development Code (TDC) Section 1.032.

Attachment G examines the affect of the PMA on public facilities, including roads and streets.

Attachment H is a table that summarizes the permitted and conditional uses in the CO Planning District.

PMA-09-02 ATTACHMENT F:

ANALYSIS AND FINDINGS

The approval criteria of the Tualatin Development Code (TDC), Section 1.032, must be met if the proposed PMA is to be granted. The plan amendment criteria are addressed below:

1. Granting the amendment is in the public interest.

The amendment is in the public interest because it fulfills the objective of the requested Office Commercial (CO) Planning District stated in TDC 6.040(1), which is "to provide areas suitable for professional office uses adjacent to or across from residential areas." The subject property and the adjacent parcel to the east and south are presently within the Low Density Residential (RL) Planning District. Most of this adjacent parcel is undeveloped wetlands associated with Nyberg Creek. Across SW Nyberg Lane to the north is a garden apartment complex within a Medium-High Density (RMH) Planning District. To the west across SW 65th Avenue and to the northwest across SW Nyberg Lane is a General Commercial (CG) Planning District. The requested planning district designation introduces an appropriate transition between residential and intensive commercial planning districts.

The site itself has been developed for child day care, a commercial use, via conditional use permit CUP-89-02 since 1990; prior to that the site was undeveloped. Designation of CO would allow child day care, professional offices, and athletic and fitness clubs as permitted uses as specified in TDC 50.020. Refer to Attachment G for a table showing permitted and conditional uses within both the RL and CO Planning Districts.

Granting the amendment is in the public interest. Criterion "A" is met.

2. The public interest is best protected by granting the amendment at this time.

Granting the amendment at this time would not hinder the public interest because of present site development. The City approved child day care for the site as a conditional use within the RL District in 1990 via application CUP-89-02 and Resolution No. 2423-90. At the time the property remained undeveloped, and ever since CUP approval and subsequent site development, the child day care provider La Petite Academy has occupied the site. Thus, the site has had commercial use for 19 years though its planning district designation is residential. Lastly, child day care is a permitted use within CO per TDC 50.020(5). The public interest is best protected by granting the amendment at this time. Criterion "B" is met.

3. The proposed amendment is in conformity with the applicable objectives of the Tualatin Community Plan.

The applicable objectives of the Tualatin Community Plan are presented below.

TDC 6.030(1) Encourage commercial development.

Granting the amendment fulfills this objective because it would allow for commercial development by right rather than by time-limited conditional use.

TDC 6.030(2) Provide increased employment opportunities.

While granting the amendment would not change site conditions, it does allow for commercial employment to persist beyond the business presently on site more easily than if commercial uses were subject to time-limited conditional use approvals. Preempting this procedural friction would allow the site to continue to provide employment opportunity easily.

Additionally, TriMet Bus Route 76 with service very 20 minutes runs along SW Sagert Street and SW 65th Avenue to the north entry road into Meridian Park Hospital. This stop is within 1,500 feet walking distance of the subject property. A CO designation within a reasonable walking distance of frequent public transit would permit development more conducive to more transit patronage than that allowed by RL designation. This is particularly so given that the maximum allowable density is 6.4 DUs per acre, and multiplied by the gross site acreage of approximately 0.9 acres yields a maximum possible 6 DUs per acre excluding environmental land constraints, a situation that is poorly suited for public transit at the conceptual level and would be so if the site was to be redeveloped with single-family houses.

The presence of Legacy Meridian Park Hospital, the largest employer in the city with 875 employees per the Tualatin Business and Community Directory 2008-2009 published by the Tualatin Chamber of Commerce, much explains the presence of three areas of CO designation along SW 65th Avenue and the presence of transit. Additional CO within easy travelling range of the hospital allows for commercial development and associated employment to strengthen this sector of Tualatin's economy.

The objective is met.

TDC 6.030(3) Provide shopping opportunities for surrounding communities.

The objective applies given a liberal interpretation that "shopping opportunities" includes the opportunity to purchase the provision of child day care or to obtain the services found in professional offices. Given the present distribution of land

uses throughout the city as a whole as depicted on the TDC Map 9-1 "Community Plan Map," the granting of the amendment provides more CO District in the eastern portion of the city that is mostly single-family residential (RL District). This allows for more professional offices, as well as gyms and child day care providers that are permitted uses, to serve the population residing there without having to drive into the town center along SW Nyberg Street and SW Sagert Street, the only two streets that bridge I-5 between the Tualatin River and the southern city limits. The location of the site allows easy access from single-family subdivisions to the east along SW Nyberg Lane without having to access a major thoroughfare, namely SW 65th Avenue. The objective is met.

The proposed amendment conforms with the objectives of the Tualatin Community Plan. Criterion "C" is met.

4. The following factors were consciously considered:

The various characteristics of the areas in the City.

As previously described, three factors related to the various characteristics of the areas in the City support the amendment. First, The requested CO Planning District designation introduces an appropriate transition between residential to the east-southeast – Fox Hills and vicinity – and commercial planning districts to the west-northwest – Nyberg Woods and vicinity.

The City approved child day care for the site as a conditional use within the RL District in 1990 via application CUP-89-02 and Resolution No. 2423-90. At the time the property remained undeveloped, and ever since CUP approval and subsequent site development, the child day care provider La Petite Academy has occupied the site. Thus, the site has had commercial use for 19 years though its planning district designation is residential.

Second, given the present distribution of land uses throughout the city as a whole as depicted on the TDC Map 9-1 "Community Plan Map," the granting of the amendment provides more CO District in the eastern portion of the city that is mostly single-family residential (RL District). This allows for professional offices, as well as gyms and child day care providers that are permitted uses, to serve the population residing there without having to drive into the town center along the only two roads that bridge I-5 between the Tualatin River and the southern city limits. The location of the site allows easy access from single-family subdivisions to the east along SW Nyberg Lane without having to access a major thoroughfare, namely SW 65th Avenue.

Third, CO designation in place of RL would allow better utilization of existing frequent bus service that is within walking distance of the site and thereby strengthen the employment opportunity of the site.

The suitability of the areas for particular land uses and improvements in the areas.

The aforementioned factors relating to the various characteristics of the areas in the City apply also to the suitability of the areas for particular land uses.

Additionally, while at the land use level illustrated on Map 9-1 a significant area of RL designation exists, actual site conditions belie the map. Much of the RL area bound by SW Nyberg Lane to the north, Fox Hills to the east, Legacy Meridian Park Hospital to the south, and SW 65th Avenue to the west is wetland associate with Nyberg Creek. The subject property is a parcel covering a small part of this RL area. Considering the subject property at the site development level, it is ill suited for single-family development. The expected application of wetland buffers required by the City and Clean Water Services, the sewer and stormwater agency for Washington County that has jurisdiction over that portion of the City lying with Clackamas County, would reduce the net 0.9 acres of the site. The maximum allowable gross density at the land use level of 6 DUs for the site would be reduced. Because the transportation component of the Tualatin Community Plan, the Transportation System Plan (TSP) incorporated by reference, designates SW Nyberg Lane as a minor collector (Cb) as illustrated by Figures 11-1 "Functional Classification Plan" and 75-2E. Because the TDC prevents direct driveway access from single-family houses onto collector roads, redevelopment of the subject property would require an entrance road. Lastly, as describe below for the criterion relating to "natural resources of the City and the protection and conservation of said resources," following redevelopment 64.1% of the lot would be wetland or wetland buffer, leaving 35.9% net developable area. At this point, it is clear that because the economics of the site will indefinitely preclude single-family housing, the reasons to approve CO designation become more compelling.

Trends in land improvement and development.

As previously discussed, CO designation of the site would be an appropriately located, timed, and sized transition between the commercial corridor along SW Nyberg Street (west of SW 65th Avenue) and residential land along SW Nyberg Lane (east of SW 65th Avenue). Timewise, the amendment would acknowledge that the site had been developed in 1990 for commercial use and always has been used as such. The continuation of commercial use along SW Nyberg Lane is not possible because of the extent of significant wetlands along Nyberg Creek to the south extending east and because of the existing Stonesthrow Apartments and Brown's Ferry Park to the north extending east.

The needs of economic enterprises and the future development of the area.

As previously discussed, employment opportunity is a factor supporting the amendment. This is another facet of the needs of economic enterprises and the future development of the area, which center on the hospital and nearby existing areas of CO designation.

Needed right-of-way and access for and to particular sites in the area.

The amendment would not block or divert any future roadway corridors identified by TDC Figure 11-1.

Natural resources of the City and the protection and conservation of said resources.

At the land use level, natural resources are not directly applicable. At the site development level, both the City and Clean Water Services (CWS) would require development to protect and conserve natural resources, including development of this site that has and also borders wetlands associated with Nyberg Creek. CO designation increases the opportunity that a developer will find it cost effective to redevelop the property profitably while still complying with environment regulations.

Taking a larger environmental perspective, the site is better suited with professional offices because it can lessen the number and length of vehicle trips in turn because of its location relative to eastern residential subdivisions and to Bus Route 76. It would make more intense use of the land than would a few houses. Comparing the vehicle trip generation rates in the table in Attachment H, the amendment would allow uses that generate fewer trips than does the approved conditional use of child day care within RL.

The site borders a Natural Resources Protection Overlay District (NRPO) district as illustrated by Map 72-1. However, Map 72-2 "Greenway Development Plan" (2005) shows no planned greenway intended for a pedestrian or bicycle path bordering the subject property; the "Nyberg Creek Greenway" is the closest greenway, yet does not extend east of SW 65th Avenue. Map 72-3 "Significant Natural Resources" identifies the wetlands as significant. The City and CWS are able to protect and conserve on-site natural resources regardless of planning district designation. CWS requires a 50-ft wetland buffer for development. Because the site developed prior to this requirement, redevelopment would require the developer to restore and vegetate the wetland buffer. The application booklet through the Developable Area Map and on p. 7 notes the effect on net developable area:

Site	Sq Ft	Lot Percentage
Wetland	11,747	27.0 %
Wetland buffer	16,155	37.1 %
Net developable	15,630	35.9 %
Total lot	43,532	100.0 %

As part of redevelopment, the majority of the lot (64.1%) would be given to the protection and conservation of natural resources.

Prospective requirements for the development of natural resources in the City.

TDC 15.010(3) incorporates the Parks and Recreation Master Plan (1983) into the TDC by reference. Figure 3-4 "Recreation Resources" of the Parks and Recreation Master Plan (1983) indicates a "Creek Greenway" along Nyberg Creek just south of the subject property. However, Map 72-2 "Greenway Development Plan" (1995) shows no planned greenway intended for a pedestrian or bicycle path bordering the subject property or along Nyberg Creek east of SW 65th Avenue. TDC 15.010(4) clarifies that Ordinance No. 497-95, adopted 7/24/1995, incorporated the Greenway Development Plan into the Parks and Recreation Master Plan through reference within 15.010(4). Therefore, Map 72-2 takes supersedes Figure 3-4, and no greenway is proposed or required. Additionally, Resolution No. 2423-90 that approved child day care as a conditional use (CUP-89-02) stated no condition of approval relating to dedication of an easement or land for or construction of a greenway.

For these reasons, natural resources would remain protected and conserved rather than modified for public recreational use, so the criterion is not applicable.

The public need for healthful, safe, aesthetic surroundings and conditions.

Though not directly applicable, the amendment satisfies the criterion mostly for aforementioned reasons: likely reduction of daily vehicle trips and trip length and more patronage of existing public transit. The amendment promotes public health by reducing driving, which benefits those driving less and reduces emissions, and takes advantage of existing transit service by allowing employees to avoid driving. The advantages accrue to individuals and the public at large. The amendment does not affect the need for safe and aesthetic surroundings, which are maintained at the level of site development review.

Proof of change in a neighborhood or area
There is no proof of change in a neighborhood or area.

Mistake in the Plan Text or Plan Map.
There is no mistake in the Plan text or Plan Map.

5. The criteria in the Tigard-Tualatin School District Facility Plan for school facility capacity have been considered when evaluating applications for a comprehensive plan amendment or for a residential land use regulation amendment.

At the land use level, commercial land use generates no schoolchildren compared to residential land use, particularly single-family housing. The amendment would preclude residential redevelopment that would consume its proportionate share of student capacity of public schools. From the perspective of the school district, this is a benefit and the criterion is met.

6. Granting the amendment is consistent with the applicable State of Oregon Planning Goals and applicable Oregon Administrative Rules.

Of the 19 statewide planning goals, staff determined that Goals 2, 10, 11 and 12 are applicable and must be addressed.

Goal 2: To establish a land use planning process and policy framework as a basis for all decision and actions related to use of land and to assure an adequate factual base for such decisions and actions.

The TCP, as part of the TDC, established a local land use planning process as a basis for all decision and actions related to use of land within the Tualatin planning area, and this review serves to complete that process. As shown in the above section, the amendment complies with the plan amendment criteria in TDC Section 1.032, a part of the Tualatin Community Plan (TCP), which reflects Metro Code provisions and has been acknowledged by the Oregon Department of Land Conservation and Development (DLCD). Therefore, compliance with the TCP by definition includes compliance with state and regional minimum planning requirements.

The amendment is consistent with statewide planning Goal 2.

Goal 10: To provide for the housing needs of citizens of the state.

The proposal will not jeopardize the City maintaining its regional housing density and housing mix standards that are a principal element of Goal 10 implementation (in the Metropolitan Housing Rule, OAR-660-007). Therefore, the proposed amendment complies with Goal 10. The Metropolitan Housing rule is a State of Oregon Administrative Rule that applies to the cities and counties within the metropolitan Portland urban growth boundary. While applying to the Portland region, it is not imposed by Metro, the Regional Government.

Staff has prepared information on the effect of changing the designation of the property and the adjacent public ROW from RL to CO on meeting the Metropolitan Housing Rule with updated analysis of planned housing density and housing mix to reflect the size of the RML properties as shown in Tables 2A & 2B below. The amendment increases the planned residential density by 0.003 DUs/acre from 8.164 to 8.167. Staff determined that changing the 0.93 acres of the lot and 0.48 acres of public street ROW from RL to CO will have no change to the existing residential density of 8.16 DUs/acre when rounded to the nearest hundredth and will comply with the Metropolitan Housing Rule requirement of a minimum of 8.0 DUs/acre planned residential density. The Metropolitan Housing Rule New Construction Mix (OAR-660-007-0035) requires cities to provide the opportunity for at least 50% of new residential units to be attached single-family housing or multiple family housing. As calculated by staff, changing 1.41 acres of RL residential land in the City's supply to CO will increase the attached/multi-family housing share by 0.05 percent from 52.04 to 52.09 percent, which would satisfy the requirement.

Table 2A

CITY OF TUALATIN-- METRO HOUSING RULE COMPLIANCE, PMA-09-02-- WITH PROPOSED REDUCTION OF 0.93 ACRES (+ 0.48 Acres ROW) FROM RL and ADDING TO CO DISTRICT *

	RL	RML	RMH	RH	RH/HR	Total	
Total acres in each residential district (current)	2,211.1	265.0	188.2	166.0	18.2	2,848.5	Acres
Acres proposed for removal from or added to residential district	-1.4					-1.4	
Total acres of ROW in each residential district (+/- 0.69 acres ROW)	-443.1	-59.2	-32.4	-23.6	-3.4	-561.7	
Total Gross Buildable Acres	**1,766.5**	**205.9**	**155.8**	**142.4**	**14.8**	2,285.4	Acres
Environmental restrictions (100 flood, NRPO, slopes > 25%)	-293.7	-44.4	-54.8	-76.4	-12.6	-481.8	
Total Acres Minus Environmental Restrictions	**1,472.9**	**161.5**	**101.0**	**66.0**	**2.2**	1,803.6	Acres
Non-buildable land (publicly owned, golf course, school,	-297.1	-11.8	-6.3	-0.2	-0.1	-315.4	

cemetery)

Total net Buildable Acres	**1,175.8**	**149.6**	**94.7**	**65.8**	**2.2**	1,488.1	Acres
Maximum Density Allowed by Residential District (dwelling units per acre)	6.4	10.0	15.0	25.0	30.0	86.4	
Total Dwelling Units Allowed	**7,525.1**	**1,496.2**	**1,421.0**	**1,646.0**	**64.8**	12,153.1	DUs
Dwelling units per acre						**8.167**	

Table 2B

PMA-09-02 Metro Housing Rule New Construction Mix

	RL	RML	RMH	RH	RH/HR	Total	
Total acres in each residential district (current)	2,211.1	265.0	188.2	166.0	18.2	2,848.5	Acres
Acres proposed for removal from or added to residential district	-1.4					-1.4	
Total acres of ROW in each residential district (+/- 0.69 acres ROW)	-443.1	-59.2	-32.4	-23.6	-3.4	-561.7	
Total Gross Buildable Acres	**1,766.5**	**205.9**	**155.8**	**142.4**	**14.8**	2,285.4	Acres
Environmental restrictions (100 flood, NRPO, slopes > 25%)(RL only, no shift in density as allowed in RML-RH/HR)	-293.7	0.0	0.0	0.0	0.0	-293.7	
Total Acres Minus Environmental Restrictions	**1,472.9**	**205.9**	**155.8**	**142.4**	**14.8**	1,991.7	Acres
Non-buildable land (publicly owned, golf course, school, cemetery)	-297.1	-11.8	-6.3	-0.2	-0.1	-315.4	

Total net Buildable Acres	**1,175.8**	**194.0**	**149.5**	**142.2**	**14.7**	1,676.3	Acres
Maximum Density Allowed by Residential District (DUs per acre)	6.4	10.0	15.0	25.0	30.0	86.4	
Total Dwelling Units Allowed	**7,525.1**	**1,940.3**	**2,242.6**	**3,556.0**	**441.9**	**15,706**	DUs
Total **Single Family Detached** Units Allowed (RL)	7525.1					**7,525.1**	**47.91%** of DUs Allowed
Total **Attached/Multi-Family** Units Allowed (RML, MRMH, RH, RH/HR)						**8,180.8**	**52.09%** of DUs Allowed

9/9/2009

* Removes 1.41 acres (0.93 lot + 0.48 ROW) from RL Gross; Removes 0.16 acres from RL Non-buildable & 0.48 acres from RL ROW / Adds to CO.

Other provisions of the Metropolitan Housing Rule including calculations of the supply of buildable land and needed housing are evaluated at the time of Periodic Review. Tualatin was found in compliance in the 1994 Periodic Review by the Land Conservation and Development Commission and will be revisiting the residential land supply and needed housing issues in the next Periodic Review.

Staff agrees granting the PMA is consistent with Goal 10 because the City of Tualatin Comprehensive Plan will continue to exceed the minimum housing density and mix standards required by the Metropolitan Housing Rule.

The amendment is consistent with statewide planning Goal 10.

Goal 11: To plan and develop a timely, orderly and efficient arrangement of public facilities and services to serve as a framework for urban and rural development.

Attachment H (Engineering Division Memorandum) states that sanitary sewer, stormwater, and water lines exist under SW Nyberg Lane adjacent to the subject property. Any required improvements would be determined through site development review if site redevelopment were to occur.

The amendment is consistent with statewide planning Goal 11.

Goal 12: To provide and encourage a safe, convenient and economic transportation system.

The applicant submitted a traffic study by Kittelson & Associates, Inc. as a memorandum dated 6/15/2009 analyzing the applicability of the Oregon Transportation Planning Rule (TPR), codified in OAR 660-012-0060, to the proposed amendment. Oregon Administrative Rules (OAR) 660-012 contains the administrative rules for implementing Goal 12.

The memo states that the present child day care as a conditional use within the RL Planning District is a reasonable worst case scenario in terms of vehicle trip generation as predicted by the Institute of Transportation Engineers (ITE) manual *Trip Generation, 8th Ed.* Comparing it with the reasonable worst case scenario for the permitted use within the CO Planning District that would generate the most vehicle trips, the amended land use would generate fewer vehicle trips during both the a.m. and p.m. peak periods. The TPR requires examining the effect of the amendment 20 years out, and the memo states that with assumed traffic conditions in the year 2028, the amendment will not generate enough vehicle trips to degrade the vehicular level of service (LOS) below an acceptable level.

In short, the site presently generates more vehicle trips with a conditional use in RL than it would with the most generative permitted use in CO.

Additionally, the amended land use takes advantage of and thereby increases the utility of existing public transit, specifically TriMet Bus Route 76 of which the closest stop to the subject property is within 1,500 ft along SW 65th Avenue and SW Nyberg Lane, a reasonable walking distance.

The amendment is consistent with statewide planning Goal 12.

7. Granting the amendment is consistent with the Metropolitan Service District' s Urban Growth Management Functional Plan.

The analysis and findings related to Oregon Statewide Planning Goal 10 apply here as well. Apart from the Metropolitan Housing Rule, Metro has a requirement in the UGMFP reflected in Table 3.07-1 "Zoned Capacity for Housing and Employment Units – Year 1994 to 2017," which shows Tualatin having a housing capacity of 4,054 DUs based on the planning area of the city and that Metro and Tualatin last revised in 2002.

Within the City between 1997 and 2007, 2,517 were constructed towards the 4,054 target. Because the subject property was already developed with a commercial building in 1990, it was not factored in as available land in the target calculation.

With the appeal of PTA-08-05 to the Land Use Board of Appeals (LUBA), Metro and the City continue discussion on the appropriate target number. The criterion is met.

8. Granting the amendment is consistent with Level of Service F for the p.m. peak hour and E for the one-half hour before and after the p.m. peak hour for the Town Center 2040 Design Type (TDC Map 9-4), and E/E for the rest of the 2040 Design Types in the City's planning area.

Refer to the earlier analysis relating to Statewide Planning Goal 12 and the attached Engineering Division Memorandum dated 8/07/2009 (Attachment H).

MEMORANDUM

DATE: September 2, 2009

TO: Colin Cortes
Assistant Planner

FROM: Tony Doran, EIT
Engineering Associate

SUBJECT: PMA 09-02—Waterman - To change the planning district designation of 0.93 acres property from RL (Low-Density Residential) to CO (Commercial Office) 6480 SW Nyberg Lane Tax Lot: 2S1E19C00700

TDC 1.032 Burden of Proof (6) Granting the amendment is consistent with the applicable State of Oregon Planning Goals and applicable Oregon Administrative Rules.

Because the proposed land use action will result in an amendment to the City of Tualatin's zoning map, Section 660-012-0060 of the State's Transportation Planning Rule applies. Division 12 of the State's Transportation Planning Rule (OAR 660-012) gives the Oregon Department of Land Conservation and Development (DLCD) and the City of Tualatin the power to interpret and implement Statewide Planning Goal 12 (Transportation). Section 660-012-0060 of the TPR provides specific language on how to deal with amendments to adopted plans and land use regulation.

OAR 660-012-0060 Plan and Land Use Regulation Amendments

(1) Where an amendment to a functional plan, an acknowledged comprehensive plan, or a land use regulation would significantly affect an existing or planned transportation facility, the local government shall put in place measures as provided in section (2) of this rule to assure that allowed land uses are consistent with the identified function, capacity, and performance standards (e.g. level of service, volume to capacity ratio, etc.) of the facility. A plan or land use regulation amendment significantly affects a transportation facility if it would:

(a) Change the functional classification of an existing or planned transportation facility (exclusive of correction of map errors in an adopted plan);

(b) Change standards implementing a functional classification system; or

(c) As measured at the end of the planning period identified in the adopted transportation system plan:

(A) Allow land uses or levels of development that would result in types or levels of travel or access that are inconsistent with the functional classification of an existing or planned transportation facility;
(B) Reduce the performance of an existing or planned transportation facility below the minimum acceptable performance standard identified in the TSP or comprehensive plan; or
(C) Worsen the performance of an existing or planned transportation facility that is otherwise projected to perform below the minimum acceptable performance standard identified in the TSP or comprehensive plan.

As demonstrated by the analyses and findings presented in the study, the proposed land use action is not expected to "significantly affect" any existing or planned transportation facility and is, therefore, expected to be in compliance with the State's Transportation Planning Rule.

TDC 1.032 Burden of Proof (8) Granting the amendment is consistent with Level of Service F for the p.m. peak hour and E for the one-half hour before and after the p.m. peak hour for the Town Center 2040 Design Type (TDC Map 9-4), and E/E for the rest of the 2040 Design Types in the City's planning area.

Transportation

The site is adjacent to and development will have access to SW Nyberg Lane and adjacent to SW 65th Avenue.

SW Nyberg Lane

SW Nyberg Lane is a City of Tualatin facility and designated as a Minor Collector (Cb), which has a right-of-way width of 60 to 64 feet that includes two 12-foot travel lanes, two 6-foot bike lanes, 6–foot planter strips, and 6–foot sidewalks. Currently there is 70 feet of constructed right-of-way, which is acceptable.

SW 65th Avenue

SW 65th Avenue is a Clackamas and Washington County facility maintained by Washington County and designated by the City of Tualatin as a Major Arterial (Eb&t), which would ultimately have a right-of-way width of 98 to 102 feet that includes four 12-foot travel lanes, one center turn lane, 6-foot bike lanes, 6–foot planter strips, and 6–foot sidewalks. Currently the right-of-way varies with a minimum width of 160 feet, which is acceptable.

The Plan Map Amendment as reviewed consists of 0.93 acres property from RL (Low-Density Residential) to CO (Commercial Office).

The 100-year floodplain covers the entire lot with a portion in the floodway. If a developer proposed to serve the areas using a public street, it would require a 50-foot width right-of-way that ended in a 45-foot radius cul-de-sac that was elevated 1-foot above the floodplain along with the requirement for a public water quality facility in a tract. The required right-of-way along with balanced cut and fill due to a public street could reduce or eliminate the possible developable area for residential homes. If a private tract was used instead of a public street a maximum of 6 lots could be served, provided balanced cut and fill proved possible for the homes to be constructed 1-foot above the floodplain.

The existing and currently allowed use is daycare, this PMA is for medical office, and the current zoning is residential.

The scenarios generate the following traffic:

# of Lots	AM Peak	PM Peak	ADT
6 Houses	5	7	58
PMA 09-02	30	45	450
Daycare	80	85	530

This plan map amendment will reduce the AM Peak, PM Peak, and ADT from the currently allowed daycare use by 50, 40, and 80, respectively.

ODOT submitted a review letter dated July 22, 2009 that states "determination that the proposed zoning will result in a trip generation equal to or less than the existing use and will have no significant effect on the State highway system." Clackamas County and Washington County have not submitted responses.

Sanitary Sewer, Stormwater, & Water

For the future Architectural Review, downstream sizing for all public utilities will need to be evaluated by the developer for the change from residential zoning with child day care as an approved conditional use and compared to the commercial rezoning with any associated future proposed redevelopment. Any upsizing will be a requirement in the Architectural Review decision.

Public sanitary sewer, stormwater, and water lines exist in the SW Nyberg Lane adjacent to the development. The applicant will need to determine the location of water treatment and connections to the public lines prior to obtaining a Water Quality and Public Works Permit associated with the development of the future Architectural Review.

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

PMA-09-02 ATTACHMENT H:

COMPARATIVE ZONING TABLE

Planning District	Permitted Uses		Conditional Uses	
	Section 40.020	Use	Section 40.030	Use
RL	(1)	Single-family dwellings, including manufactured homes.	(1)	Common-wall dwellings.
	(2)	Agricultural uses of land, such as truck gardening, horticulture, but excluding commercial buildings or structures and excluding the raising of animals other than normal household pets.	(2)	Condominium dwelling units provided they meet the following standards, notwithstanding other provisions of this Code, and meet the re-quirements of ORS 91.500.
	(3)	Home occupations as provided in TDC 34.030 to 34.050.	(3)	Small-lot subdivisions
	(4)	Public transit shelters.	4(a)	Cemeteries
	(5)	Greenways and Natural Areas, including but not limited to bike and pedestrian paths and interpretive stations.	4(b)	Churches and accessory uses
	(6)	Residential homes.	4(c)	Colleges
	(7)	Residential facilities for up to 15 residents, not including staff.	4(d)	Community buildings (public)
	(8)	Family day care provider, provided that all exterior walls and outdoor play areas shall be a minimum distance of 400 feet from the exterior walls and pump islands of any automobile service station, irrespective of any structures in between.	4(e)	Child day care center
	(9)	Sewer and water pump stations and pressure reading stations.	4(f)	Governmental structure or land use including public park, playground, recreation building, fire station, library or museum.
	(10)	Wireless communication facility attached, provided it is not on a single family dwelling or its accessory structures.	4(g)	Retail nursery.
	(11)	Accessory dwelling units as provided in TDC 34.300 to 34.310.	4(h)	Hospital or sanitarium.
	(12)	Transportation facilities and improvements.	4(i)	School.
			4(j)	Water Reservoir.
			4(k)	Any business, service, processing, storage or display essential or incidental to any pe-mitted use in this zone and not conducted entirely within an enclosed building.
			4(l)	Golf course, country club, private club.
			Section 40.030	Use

RL			4(m)	Agricultural animals, limited to cattle, horses and sheep, and agricultural structures such as barns, stables, sheds, but excluding feed lots, in areas designated on the Tualatin Community Plan Map.
			4(n)	Increased building height to a maximum of 75 feet, if all yards adjoining said building are not less than a distance equal to 1 1/2 times the height of the building.
			4(o)	Nursing or convalescent home.
			4(p)	Retirement housing conforming to the standards in TDC 34.160 - 34.170.
			4(q)	Electrical substation and above ground natural gas pump station.
CO	**Section 50.020**	**Use**	**Section 50.040**	**Use**
	(1)	Offices, studios or clinics of accountants, architects, artists, attorneys, authors, dentists, designers, investment counselors, landscape architects, management consultants, and physicians or other practitioners of the healing arts.	(1)	Restaurants, when designed as an integral part of a major office complex exceeding 250,000 square feet of gross floor area.
	(2)	Offices of administrative, editorial, educational, financial, governmental, insurance, real estate, religious, research, scientific or statistical organizations.	(2)	Assembly of products, in conjunction with office and/or research and development activities.
	(3)	Health or fitness facility as defined in TDC 31.060, with indoor operation only.	(3)	Pharmacy, when designed as an integral part of a medical office building, clinic or complex containing at
	(4)	Greenways, including but not limited to bike and pedestrian paths and interpretive stations.	(4)	Electrical substation.
	(5)	Child day care center or family day care provider	(5)	Natural gas pumping station.
	(6)	Parking lot, parking structure or underground parking.	(6)	Water reservoir.
	(7)	Sewer and water pump stations and pressure reading stations.	(7)	Wireless communication facility.
	(8)	Wireless communication facility attached.		
	(9)	Wireless communication facility located within 300 feet of the centerline of I-5.		
	(10)	Organized team athletic practice facility.		
	(11)	Other uses of similar character, found by the Planning Director to meet the purpose of this district, as provided by TDC 31.070.		
	(12)	Transportation facilities and improvements.		

ORDINANCE NO. _____

AN ORDINANCE RELATING TO PLAN MAP AMENDMENT PMA-09-02; APPLYING OFFICE COMMERCIAL (CO) PLANNING DISTRICT DESIGNATION TO 6480 SW NYBERG LANE; AND AMENDING THE COMMUNITY PLAN MAP 9-1

WHEREAS upon the application of Group Mackenzie, a quasi-judicial public hearing was held before the City Council of the City of Tualatin on September 28, 2009, related to applying Office Commercial (CO) Planning District Designation to 6480 SW Nyberg Lane, and Amending the Community Plan Map 9-1 (PMA-09-02); and

WHEREAS notice of public hearing was given as required under the Tualatin Community Plan by publication on September 10, 2009, in The Times, a newspaper of general circulation within the City, which is evidenced by the Affidavit of Publication marked "Exhibit A", attached and incorporated by this reference; and by posting a copy of the notice in two public and conspicuous places within the City on August 28, 2009, which is evidenced by the Affidavit of Posting marked "Exhibit B:' and by mailing a copy of this notice under the Tualatin Community Plan on September 2, 2009, which is evidenced by the Affidavit of Mailing marked "Exhibit C", attached and incorporated by this reference; and

WHEREAS the Council heard and considered the testimony and evidence presented on behalf of the applicant, the City staff, and those appearing at the public hearing; and

WHEREAS after the conclusion of the public hearing the Council vote resulted in approval of the application [Vote _-_]; and

WHEREAS based upon the evidence and testimony heard and considered by the Council, and especially the City staff report dated September 28, 2009 the Council makes and adopts as its findings of fact the findings and analysis in the City staff report, marked "Exhibit D," which is attached and incorporated by reference; and

WHEREAS based upon the foregoing Findings of Fact, the Council finds that it is in the best interest of the residents and inhabitants of the city and the public; the public interest will be served by adopting the amendment at this time; and the amendment conforms with the Tualatin Community Plan; and therefore, the Tualatin Development Code should be amended.

THE CITY OF TUALATIN, OREGON ORDAINS AS FOLLOWS:

Section 1. The Community Plan Map 9-1 is amended to designate as an Office Commercial (CO) Planning District Tax Lot 2S 1E 19C 700 with the address of 6480 SW Nyberg Lane, the portion of right-of-way of SW Nyberg Lane north to the centerline of the right-of-way, and the portion of right-of-way of SW 65th Avenue west to the east boundary of the General Commercial (CG) Planning District.

INTRODUCED AND ADOPTED this 28th day of September, 2009.

CITY OF TUALATIN, OREGON

BY_____
Mayor

ATTEST:

BY_____
City Recorder

ORDINANCE NO. 1288-09

AN ORDINANCE RELATING TO PLAN MAP AMENDMENT PMA-09-02; APPLYING OFFICE COMMERCIAL (CO) PLANNING DISTRICT DESIGNATION TO 6480 SW NYBERG LANE; AND AMENDING THE COMMUNITY PLAN MAP 9-1

WHEREAS upon the application of Group Mackenzie, a quasi-judicial public hearing was held before the City Council of the City of Tualatin on September 28, 2009, related to applying Office Commercial (CO) Planning District Designation to 6480 SW Nyberg Lane, and Amending the Community Plan Map 9-1 (PMA-09-02); and

WHEREAS notice of public hearing was given as required under the Tualatin Community Plan by publication on September 10, 2009, in The Times, a newspaper of general circulation within the City, which is evidenced by the Affidavit of Publication marked "Exhibit A", attached and incorporated by this reference; and by posting a copy of the notice in two public and conspicuous places within the City on August 28, 2009, which is evidenced by the Affidavit of Posting marked "Exhibit B:' and by mailing a copy of this notice under the Tualatin Community Plan on September 2, 2009, which is evidenced by the Affidavit of Mailing marked "Exhibit C", attached and incorporated by this reference; and

WHEREAS the Council heard and considered the testimony and evidence presented on behalf of the applicant, the City staff, and those appearing at the public hearing; and

WHEREAS after the conclusion of the public hearing the Council vote resulted in approval of the application [Vote 6-0] with Councilor Maddux absent; and

WHEREAS based upon the evidence and testimony heard and considered by the Council, and especially the City staff report dated September 28, 2009 the Council makes and adopts as its findings of fact the findings and analysis in the City staff report, marked "Exhibit D," which is attached and incorporated by reference; and

WHEREAS based upon the foregoing Findings of Fact, the Council finds that it is in the best interest of the residents and inhabitants of the city and the public; the public interest will be served by adopting the amendment at this time; and the amendment conforms with the Tualatin Community Plan; and therefore, the Tualatin Development Code should be amended.

THE CITY OF TUALATIN, OREGON ORDAINS AS FOLLOWS:

Section 1. The Community Plan Map 9-1 is amended to designate as an Office Commercial (CO) Planning District Tax Lot 2S 1E 19C 700 with the address of 6480 SW Nyberg Lane, the portion of right-of-way of SW Nyberg Lane north to the centerline of the right-of-way, and the portion of right-of-way of SW 65th Avenue west to the east boundary of the General Commercial (CG) Planning District.

INTRODUCED AND ADOPTED this 28th day of September, 2009.

CITY OF TUALATIN, OREGON

BY _____
Mayor

ATTEST:

BY _____
City Recorder

APPROVED AS TO LEGAL FORM

_____
CITY ATTORNEY

COMMUNITY NEWSPAPERS
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Phone: 503-684-0360 Fax: 503-620-3433
Email: legals@commnewspapers.com

AFFIDAVIT OF PUBLICATION

State of Oregon, County of Washington, SS
I, Charlotte Allsop, being the first duly sworn, depose and say that I am the Accounting Manager of *The Times* (serving Tigard, Tualatin & Sherwood), a newspaper of general circulation, published at Beaverton, in the aforesaid county and state, as defined by ORS 193.010 and 193.020, that

City of Tualatin
Notice of Hearing/PMA 09-02
TT11360

A copy of which is hereto annexed, was published in the entire issue of said newspaper for
1
week in the following issue:
September 10, 2009

Charlotte Allsop

Charlotte Allsop (Accounting Manager)

Subscribed and sworn to before me this September 10, 2009.

Rosa G. Burgos

NOTARY PUBLIC FOR OREGON
My commission expires

Acct #108462
Attn: Stacy Crawford
City of Tualatin
18880 SW Martinazzi Ave
Tualatin, OR 97062

Size: 2 x 7.75
Amount Due $140.28*
*Please remit to the address above.

NOTICE OF HEARING
CITY OF TUALATIN, OREGON

NOTICE IS HEREBY GIVEN that a public hearing will be held before the City of Tualatin City Council at 7:00 p.m., Monday, September 28, 2009, at the Council Building, Tualatin City Center, at 18880 SW Martinazzi Avenue, to consider:

PLAN MAP AMENDMENT (PMA) CHANGING THE PLANNING DISTRICT DESIGNATION FROM LOW-DENSITY RESIDENTIAL (RL) TO OFFICE COMMERCIAL (CO) AT 6480 SW NYBERG LANE, TAX LOT 2S 1E 19C 700, AND AMENDING THE COMMUNITY PLAN MAP 9-1 (PMA-09-02)

Before granting the proposed Quasi-judicial amendments, the City Council must find that:
(1) Granting the amendment is in the public interest; (2) The public interest is best protected by granting the amendment at this time; (3) The proposed amendment is in conformity with the applicable objectives of the Tualatin Community Plan; (4) The factors listed in Section 1.032(4) were consciously considered; (5) The Tigard Tualatin School District Facility Plan is considered; (6) The amendment is consistent with Statewide Planning Goals; (7) The amendment is consistent with Metro's Urban Growth Management Functional Plan; and (8) granting the amendment is consistent with Level of Service E/E for the 2040 Design Type EA.

Individuals wishing to comment may do so in writing to the Community Development Department prior to the hearing and/or present written and/or verbal testimony to the City Council at the hearing. Hearings are commenced with a staff presentation, followed by testimony by proponents, testimony by opponents, and rebuttal. The time of individual testimony may be limited. If a participant requests, before the hearing is closed, the record shall remain open for at least 7 days after the hearing. The failure of the applicant to raise constitutional or other issues relating to proposed conditions of approval with sufficient specificity for the decision maker to respond to the issue precludes an action for damages in circuit court.

Copies of the applications, all documents and evidence relied upon by the applicant (the City of Tualatin) and applicable criteria are available for inspection at no cost and will be provided at reasonable cost. A copy of the staff reports will be available for inspection at no cost at least seven days prior to the hearing, and will be provided at reasonable cost. **For information contact Colin Cortes at 503-691-3024 or ccortes@ci.tualatin.or.us.** This meeting and any materials being considered can be made accessible upon request.

CITY OF TUALATIN, OREGON
By: Sherilyn Lombos
City Recorder

Publish 09/10/2009. TT11360

EXHIBIT A

AFFIDAVIT OF POSTING

STATE OF OREGON)
) SS
COUNTY OF WASHINGTON)

I, Stacy Crawford, being first duly sworn, depose and say:

That at the request of Sherilyn Lombos, City Recorder for the City of Tualatin, Oregon; that I posted two copies of the Notice of Hearing on the 28th day of August, 2009, a copy of which Notice is attached hereto; and that I posted said copies in two public and conspicuous places within the City, to wit:

1. U.S. Post Office - Tualatin Branch

2. City of Tualatin City Center Building

Dated this 28th day of August 2009.

Stacy Crawford

Subscribed and sworn to before me this 28th day of August, 2009.

OFFICIAL SEAL
CORTNEY RAE COX
NOTARY PUBLIC-OREGON
COMMISSION NO. 421300
MY COMMISSION EXPIRES SEPTEMBER 21, 2011

Notary Public for Oregon
My Commission expires: 9/21/2011

RE: PMA-09-02—CHANGING THE PLANNING DISTRICT DESIGNATION FROM LOW-DENISTY RESIDENTIAL (RL) TO OFFICE COMMERCIAL (CO) AT 6480 SW NYBERG LANE, TAX LOT 21E19C 0700 AND AMENDING THE COMMUNITY PLAN MAP 9-1

EXHIBIT B

City of Tualatin

www.ci.tualatin.or.us

NOTICE OF HEARING
CITY OF TUALATIN, OREGON

NOTICE IS HEREBY GIVEN that a public hearing will be held before the City of Tualatin City Council at 7:00 p.m., Monday, September 28, 2009, at the Council Building, Tualatin City Center, at 18880 SW Martinazzi Avenue, to consider:

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Before granting the proposed Quasi-judicial amendments, the City Council must find that: (1) Granting the amendment is in the public interest; (2) The public interest is best protected by granting the amendment at this time; (3) The proposed amendment is in conformity with the applicable objectives of the Tualatin Community Plan; (4) The factors listed in Section 1.032(4) were consciously considered; (5) The Tigard Tualatin School District Facility Plan is considered; (6) The amendment is consistent with Statewide Planning Goals; (7) The amendment is consistent with Metro's Urban Growth Management Functional Plan; and (8) granting the amendment is consistent with Level of Service E/E for the 2040 Design Type EA.

Individuals wishing to comment may do so in writing to the Community Development Department prior to the hearing and/or present written and/or verbal testimony to the City Council at the hearing. Hearings are commenced with a staff presentation, followed by testimony by proponents, testimony by opponents, and rebuttal. The time of individual testimony may be limited. If a participant requests, before the hearing is closed, the record shall remain open for at least 7 days after the hearing. The failure of the applicant to raise constitutional or other issues relating to proposed conditions of approval with sufficient specificity for the decision maker to respond to the issue precludes an action for damages in circuit court.

Copies of the applications, all documents and evidence relied upon by the applicant (the City of Tualatin) and applicable criteria are available for inspection at no cost and will be provided at reasonable cost. A copy of the staff reports will be available for inspection at no cost at least seven days prior to the hearing, and will be provided at reasonable cost. **For information contact Colin Cortes at 503-691-3024 or ccortes@ci.tualatin.or.us**. This meeting and any materials being considered can be made accessible upon request.

CITY OF TUALATIN, OREGON

By: Sherilyn Lombos
City Recorder

NOTICE TO THE TUALATIN TIMES: Please publish in the TUALATIN TIMES on (September 10, 2009)

Mailed: 8/28/2009

AFFIDAVIT OF MAILING

STATE OF OREGON)
) SS
COUNTY OF WASHINGTON)

I, Stacy Crawford, being first duly sworn, depose and say:

That on the 28th day of August, 2009, I served upon the persons shown on Exhibit "A," attached hereto and by this reference incorporated herein, a copy of a Notice of Hearing marked Exhibit "B," attached hereto and by this reference incorporated herein, by mailing to them a true and correct copy of the original hereof. I further certify that the addresses shown on said Exhibit "A" are their regular addresses as determined from the books and records of the Washington County and/or Clackamas County Departments of Assessment and Taxation Tax Rolls, and that said envelopes were placed in the United States Mail at Tualatin, Oregon, with postage fully prepared thereon.

Stacy Crawford

SUBSCRIBED AND SWORN to before me this 28th day of August, 2009.

OFFICIAL SEAL
CORTNEY RAE COX
NOTARY PUBLIC-OREGON
COMMISSION NO. 421300
MY COMMISSION EXPIRES SEPTEMBER 21, 2011

Notary Public for Oregon
My commission expires: 9/21/2011

RE: PMA-09-02—CHANGING THE PLANNING DISTRICT DESIGNATION FROM LOW-DENISTY RESIDENTIAL (RL) TO OFFICE COMMERCIAL (CO) AT 6480 SW NYBERG LANE, TAX LOT 21E19C 0700 AND AMENDING THE COMMUNITY PLAN MAP 9-1

EXHIBIT C

Impression antibourrage et à séchage rapic
Utilisez le gabarit 5960MC

Exhibit "A"

AVERY® 5960MC

21E19C 00300
WILLIAM WILSON III MANAGEMENT CO INC
4 EMBARCADERO CENTER STE 3330
SAN FRANCISCO, CA 94111

21E19C 00700
WATERMAN DONALD L

18342 NW GILLIHAN LOOP RD
PORTLAND, OR 97231

21E19C 00900
KOZLOWSKI JOSEPH P & ANITA L

5916 SW NYBERG LN
TUALATIN, OR 97062

21E19C 01200
TUALATIN SENIOR CARE LLC

PO BOX 3006
SALEM, OR 97302

2S124A002601
TRV PROPERTIES LLC
ATTN: TIM MCCARTHY
770 TAMALPAIS DR #401-B
CORTE MADERA, CA 94925

2S124A002600
TRV PROPERTIES LLC
ATTN: TIM MCCARTHY
770 TAMALPAIS DR #401-B
CORTE MADERA, CA 94925

2S124DA00100
REEVES RICHARD A

15174 NW TROON WAY
PORTLAND, OR 97229

2S124DA00900
WETLANDS CONSERVANCY INC THE

PO BOX 1195
TUALATIN, OR 97062

2S124DA01000
MERIDIAN MEDICAL OFFICE LLC
BY KRISTEN ROGERS
6711 SW AMBER LN
PORTLAND, OR 97225

Mr. Doug Rux
Tualatin Community Development Director
18876 SW Martinazzi Ave
Tualatin, OR 97062

Mr. Mike McKillip
City Engineer
18876 SW Martinazzi Ave
Tualatin, OR 97062

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Exhibit "B"

City of Tualatin

www.ci.tualatin.or.us

NOTICE OF HEARING
CITY OF TUALATIN, OREGON

NOTICE IS HEREBY GIVEN that a public hearing will be held before the City of Tualatin City Council at 7:00 p.m., Monday, September 28, 2009, at the Council Building, Tualatin City Center, at 18880 SW Martinazzi Avenue, to consider:

PLAN MAP AMENDMENT (PMA) CHANGING THE PLANNING DISTRICT DESIGNATION FROM LOW-DENSITY RESIDENTIAL (RL) TO OFFICE COMMERCIAL (CO) AT 6480 SW NYBERG LANE, TAX LOT 2S 1E 19C 700, AND AMENDING THE COMMUNITY PLAN MAP 9-1 (PMA-09-02)

Before granting the proposed Quasi-judicial amendments, the City Council must find that: (1) Granting the amendment is in the public interest; (2) The public interest is best protected by granting the amendment at this time; (3) The proposed amendment is in conformity with the applicable objectives of the Tualatin Community Plan; (4) The factors listed in Section 1.032(4) were consciously considered; (5) The Tigard Tualatin School District Facility Plan is considered; (6) The amendment is consistent with Statewide Planning Goals; (7) The amendment is consistent with Metro's Urban Growth Management Functional Plan; and (8) granting the amendment is consistent with Level of Service E/E for the 2040 Design Type EA.

Individuals wishing to comment may do so in writing to the Community Development Department prior to the hearing and/or present written and/or verbal testimony to the City Council at the hearing. Hearings are commenced with a staff presentation, followed by testimony by proponents, testimony by opponents, and rebuttal. The time of individual testimony may be limited. If a participant requests, before the hearing is closed, the record shall remain open for at least 7 days after the hearing. The failure of the applicant to raise constitutional or other issues relating to proposed conditions of approval with sufficient specificity for the decision maker to respond to the issue precludes an action for damages in circuit court.

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CITY OF TUALATIN, OREGON

By: Sherilyn Lombos
City Recorder

NOTICE TO THE TUALATIN TIMES: Please publish in the TUALATIN TIMES on (September 10, 2009)

Mailed: 8/28/2009

PMA-09-02 Attachment F:
Analysis and Findings

The approval criteria of the Tualatin Development Code (TDC), Section 1.032, must be met if the proposed PMA is to be granted. The plan amendment criteria are addressed below:

A. Granting the amendment is in the public interest.

The amendment is in the public interest because it fulfills the objective of the requested Office Commercial (CO) Planning District stated in TDC 6.040(1), which is "to provide areas suitable for professional office uses adjacent to or across from residential areas." The subject property and the adjacent parcel to the east and south are presently within the Low Density Residential (RL) Planning District. Most of this adjacent parcel is undeveloped wetlands associated with Nyberg Creek. Across SW Nyberg Lane to the north is a garden apartment complex within a Medium-High Density (RMH) Planning District. To the west across SW 65th Avenue is the General Commercial (CG) Planning District. The requested planning district designation introduces an appropriate transition between residential and intensive commercial planning districts.

The site itself has been developed for child day care, a commercial use, via conditional use permit CUP-89-02 since 1990; prior to that the site was undeveloped. Designation of CO would allow child day care, professional offices, and athletic and fitness clubs as permitted uses as specified in TDC 50.020.

Granting the amendment is in the public interest. Criterion "A" is met.

B. The public interest is best protected by granting the amendment at this time.

Granting the amendment at this time would not hinder the public interest because of present site development. The City approved child day care for the site as a conditional use within the RL District in 1990 via application CUP-89-02 and Resolution No. 2423-90. At the time the property remained undeveloped, and ever since CUP approval and subsequent site development, the child day care provider La Petite Academy has occupied the site. Thus, the site has had commercial use for 19 years though its planning district designation is residential. Lastly, child day care is a permitted use within CO per TDC 50.020(5). The public interest is best protected by granting the amendment at this time. Criterion "B" is met.

C. The proposed amendment is in conformity with the applicable objectives of the Tualatin Community Plan.

The applicable objectives of the Tualatin Community Plan are presented below.

EXHIBIT D

TDC 6.030(1) Encourage commercial development.

Granting the amendment fulfills this objective because it would allow for commercial development by right rather than by time-limited conditional use.

TDC 6.030(2) Provide increased employment opportunities.

While granting the amendment would not change site conditions, it does allow for commercial employment to persist beyond the business presently on site more easily than if commercial uses were subject to time-limited conditional use approvals. Preempting this procedural friction would allow the site to continue to provide employment opportunity easily.

Additionally, TriMet Bus Route 76 with service very 20 minutes runs along SW Sagert Street and SW 65th Avenue to the north entry road into Meridian Park Hospital. This stop is within 1,500 feet walking distance of the subject property. A CO designation within a reasonable walking distance of frequent public transit would permit development more conducive to more transit patronage than that allowed by RL designation. This is particularly so given that the maximum allowable density is 6.4 DUs per acre, and multiplied by the gross site acreage of approximately 0.9 acres yields a maximum possible 6 DUs per acre, a situation that is poorly suited for public transit at the conceptual level and would be so if the site was to be developed with single-family houses.

The presence of Legacy Meridian Park Hospital, the largest employer in the city with 875 employees per the Tualatin Business and Community Directory 2008-2009 published by the Tualatin Chamber of Commerce, much explains the presence of three areas of CO designation along SW 65th Avenue and the presence of transit. Additional CO within easy travelling range of the hospital allows for more commercial development and associated employment to strengthen this sector of Tualatin's economy.

The objective is met.

TDC 6.030(3) Provide shopping opportunities for surrounding communities.

The objective applies given a liberal interpretation that "shopping opportunities" includes the opportunity to purchase the provision of child day care or to obtain the services found in professional offices. Given the present distribution of land uses throughout the city as a whole as depicted on the TDC Map 9-1 "Community Plan Map," the granting of the amendment provides more CO District in the eastern portion of the city that is mostly single-family residential (RL District). This allows for more professional offices, as well as gyms and child day

care providers that are permitted uses, to serve the population residing there without having to drive into the town center along SW Nyberg Lane and SW Sagert Street, the only two roads that bridge I-5 between the Tualatin River and the southern city limits. The location of the site allows easy access from single-family subdivisions to the east along SW Nyberg Lane without having to access a major thoroughfare, namely SW 65th Avenue. The objective is met.

The proposed amendment conforms with the objectives of the Tualatin Community Plan. Criterion "C" is met.

D. The following factors were consciously considered:

The various characteristics of the areas in the City.

As previously described, three factors related to the various characteristics of the areas in the City support the amendment. First, The requested CO Planning District designation introduces an appropriate transition between residential to the east-southeast – Fox Hills and vicinity – and intense commercial planning districts to the west-northwest – Nyberg Woods and vicinity.

The City approved child day care for the site as a conditional use within the RL District in 1990 via application CUP-89-02 and Resolution No. 2423-90. At the time the property remained undeveloped, and ever since CUP approval and subsequent site development, the child day care provider La Petite Academy has occupied the site. Thus, the site has had commercial use for 19 years though its planning district designation is residential.

Second, given the present distribution of land uses throughout the city as a whole as depicted on the TDC Map 9-1 "Community Plan Map," the granting of the amendment provides more CO District in the eastern portion of the city that is mostly single-family residential (RL District). This allows for more professional offices, as well as gyms and child day care providers that are permitted uses, to serve the population residing there without having to drive into the town center along the only two roads that bridge I-5 between the Tualatin River and the southern city limits. The location of the site allows easy access from single-family subdivisions to the east along SW Nyberg Lane without having to access a major thoroughfare, namely SW 65th Avenue.

Third, CO designation in place of RL would allow better utilization of existing frequent bus service that is within walking distance of the site and thereby strengthen the employment opportunity of the site.

The suitability of the areas for particular land uses and improvements in the areas.

The aforementioned factors relating to the various characteristics of the areas in the City apply also to the suitability of the areas for particular land uses.

Additionally, while at the land use level illustrated on Map 9-1 a significant area of RL designation exists, actual site conditions belie the map. Much of the RL area bound by SW Nyberg Lane to the north, Fox Hills to the east, Legacy Meridian Park Hospital to the south, and SW 65th Avenue to the west is wetland associate with Nyberg Creek. The subject property is a parcel covering a small part of this RL area. Considering the subject property at the site development level, it is ill suited for single-family development. The expected application of wetland buffers required by the City and Clean Water Services, the sewer and stormwater agency for Washington County that has jurisdiction over that portion of the City lying with Clackamas County, would reduce the net 0.9 acres of the site. The maximum allowable gross density at the land use level of 6 DUs for the site would likely be reduced. Because the transportation component of the Tualatin Community Plan, the Transportation System Plan (TSP) incorporated by reference, designates SW Nyberg Lane as a minor collector (Cb) as illustrated by Figures 11-1 "Functional Classification Plan" and 75-2E. Because the TDC prevents direct driveway access from single-family houses unto collector roads, redevelopment of the subject property would require an entrance road. Lastly, as describe below for the criterion relating to "natural resources of the City and the protection and conservation of said resources," following redevelopment 64.1% of the lot would be wetland or wetland buffer, leaving 35.9% net developable area. At this point, it is clear that because the economics of the site will indefinitely preclude single-family housing, the reasons to approve CO designation become more compelling.

Trends in land improvement and development.

As previously discussed, CO designation of the site would be an appropriately located, timed, and sized transition between the commercial corridor along SW Nyberg Road (west of SW 65th Avenue) and residential land along SW Nyberg Lane (east of SW 65th Avenue). Timewise, the amendment would acknowledge that the site had been developed in 1990 for commercial use and always has been used as such. The continuation of commercial use along SW Nyberg Lane is not possible because of the extent of significant wetlands along Nyberg Creek to the south extending east and because of the existing Stonesthrow Apartments and Brown's Ferry Park to the north extending east.

The needs of economic enterprises and the future development of the area.

As previously discussed, employment opportunity is a factor supporting the amendment. This is another facet of the needs of economic enterprises and the future development of the area, which center on the hospital and nearby existing areas of CO designation.

Needed right-of-way and access for and to particular sites in the area.

The amendment would not block or divert any future roadway corridors identified by Figure 11-1. As mentioned earlier, the TDC would not permit single-family houses to have direct access to the ROW of SW Nyberg Lane, lessening the probability of site redevelopment into houses because of the likely prohibitive cost of providing an entry road. Given commercial development allowed by CO designation, the TDC would facilitate access to SW Nyberg Lane.

Natural resources of the City and the protection and conservation of said resources.

At the land use level, natural resources are not directly applicable. At the site development level, both the City and Clean Water Services (CWS) would require development to protect and conserve natural resources, including development of this site that has and also borders wetlands associated with Nyberg Creek. CO designation increases the opportunity that a developer will find it cost effective to develop the property profitably while still complying with environment regulations.

Taking a larger environmental perspective, the site is better suited with professional offices because it can lessen the number and length of vehicle trips in turn because of its location relative to eastern residential subdivisions and to Bus Route 76. It and would make more intense use of the land than would a few houses. Single-family houses generate more frequent daily vehicle trips than either child day care or professional office, and the submitted traffic report confirms that this is so.

The site borders a Natural Resources Protection Overlay District (NRPO) district as illustrated by Map 72-1. However, Map 72-2 "Greenway Development Plan" (2005) shows no planned greenway intended for a pedestrian or bicycle path bordering the subject property; the "Nyberg Creek Greenway" is the closest greenway, yet does not extend east of SW 65th Avenue. Map 72-3 "Significant Natural Resources" identifies the wetlands as significant. The City and CWS are able to protect and conserve on-site natural resources regardless of planning district designation. CWS requires a 50-ft wetland buffer for development. Because the site developed prior to this requirement, redevelopment would

require the developer to restore and vegetate the wetland buffer. The application booklet through the Developable Area Map and on p. 7 notes the effect on net developable area:

Site	*Sq Ft*	*Lot Percentage*
Wetland	11,747	27.0 %
Wetland buffer	16,155	37.1 %
Net developable	15,630	35.9 %
Total lot	43,532	100.0 %

As part of redevelopment, the majority of the lot (64.1%) would be given to the protection and conservation of natural resources.

Prospective requirements for the development of natural resources in the City.

TDC 15.010(3) incorporates the Parks and Recreation Master Plan (1983) into the TDC by reference. Figure 3-4 "Recreation Resources" of the Parks and Recreation Master Plan (1983) indicates a "Creek Greenway" along Nyberg Creek just south of the subject property. However, Map 72-2 "Greenway Development Plan" (1995) shows no planned greenway intended for a pedestrian or bicycle path bordering the subject property or along Nyberg Creek east of SW 65th Avenue. TDC 15.010(4) clarifies that Ordinance No. 497-95, adopted 7/24/1995, incorporated the Greenway Development Plan into the Parks and Recreation Master Plan through reference within 15.010(4). Therefore, Map 72-2 takes supersedes Figure 3-4, and no greenway is proposed or required. Additionally, Resolution No. 2423-90 that approved child day care as a conditional use (CUP-89-02) stated no condition of approval relating to dedication of an easement or land for or construction of a greenway.

For these reasons, natural resources would remain protected and conserved rather than modified for public recreational use, so the criterion is not applicable.

And the public need for healthful, safe, aesthetic surroundings and conditions.

Though not directly applicable, the amendment satisfies the criterion mostly for aforementioned reasons: likely reduction of daily vehicle trips and trip length and more patronage of existing public transit. The amendment promotes public health by reducing driving, which benefits those driving less and reduces emissions, and takes advantage of existing transit service by allowing employees to avoid driving. The advantages accrue to individuals and the public at large. The amendment does not affect the need for safe and aesthetic surroundings, which are maintained at the level of site development review.

Proof of change in a neighborhood or area
There is no proof of change in a neighborhood or area.

Mistake in the Plan Text or Plan Map.
There is no mistake in the Plan text or Plan Map.

E. The criteria in the Tigard-Tualatin School District Facility Plan for school facility capacity have been considered when evaluating applications for a comprehensive plan amendment or for a residential land use regulation amendment.

At the land use level, commercial land use generates no schoolchildren compared to residential land use, particularly single-family housing. The amendment would preclude residential redevelopment that would consume its proportionate share of student capacity of public schools. From the perspective of the school district, this is a benefit and the criterion is met.

F. Granting the amendment is consistent with the applicable State of Oregon Planning Goals and applicable Oregon Administrative Rules.

Of the 19 statewide planning goals, staff determined that Goals 2, 10, 11 and 12 are applicable and must be addressed.

Goal 2: To establish a land use planning process and policy framework as a basis for all decision and actions related to use of land and to assure an adequate factual base for such decisions and actions.

The TCP, as part of the TDC, established a local land use planning process as a basis for all decision and actions related to use of land within the Tualatin planning area, and this review serves to complete that process. As shown in the above section, the amendment complies with the plan amendment criteria in TDC Section 1.032, a part of the Tualatin Community Plan (TCP), which reflects Metro Code provisions and has been acknowledged by the Oregon Department of Land Conservation and Development (DLCD). Therefore, compliance with the TCP by definition includes compliance with state and regional minimum planning requirements.

The amendment is consistent with statewide planning Goal 2.

Goal 10: To provide for the housing needs of citizens of the state.

The maximum density allowed by the RL Planning District of 6.4 DUs per acre combined with the subject property size of approximately 0.9 acres equates to a maximum of 6 DUs. Given the City's total housing stock, the removal of the

possibility of six single-family houses mathematically and practically has no effect on compliance with state and regional housing requirements regarding housing type mix and density. The City would continue to have an average residential net density of 8.16 DUs per acre, which complies with the Metropolitan Housing Rule, OAR 660-007-0035(2), which requires that Tualatin build a minimum of 8 DUs per net buildable acre. Examining the amendment at the level of site redevelopment, as described earlier for the criterion related to "natural resources of the City and the protection and conservation of said resources," 64.1% of the lot would be given to wetland or wetland buffer. When applying the RL minimum lot size for, the remaining 35.9%, constituting 15,360 sq ft, could reasonably produce two lots, reducing the theoretical maximum of six houses to a possible two houses.

The amendment is consistent with statewide planning Goal 10.

Goal 11: To plan and develop a timely, orderly and efficient arrangement of public facilities and services to serve as a framework for urban and rural development.

The applicant notes on p. 5 of the application booklet that regarding potable water, sanitary sewer, and stormwater management, City Engineering Division staff confirmed that the site already receives these services and that a permitted use in CO would demand less of this infrastructure than the existing child day care provider that is a conditional use within RL,

The amendment is consistent with statewide planning Goal 11.

Goal 12: To provide and encourage a safe, convenient and economic transportation system.

The applicant submitted a traffic study by Kittelson & Associates, Inc. as a memorandum dated 6/15/2009 analyzing the applicability of the Oregon Transportation Planning Rule (TPR), codified in OAR 660-012-0060, to the proposed amendment. Oregon Administrative Rules (OAR) 660-012 contains the administrative rules for implementing Goal 12.

The memo states that the present child day care as a conditional use within the RL Planning District is a reasonable worst case scenario in terms of vehicle trip generation as predicted by the Institute of Transportation Engineers (ITE) manual *Trip Generation, 8th Ed.* Comparing it with the reasonable worst case scenario for the permitted use within the CO Planning District that would generate the most vehicle trips, the amended land use would generate fewer vehicle trips during both the a.m. and p.m. peak periods. The TPR requires examining the effect of the amendment 20 years out, and the memo states that with assumed

traffic conditions in the year 2028, the amendment will not generate enough vehicle trips to degrade the vehicular level of service (LOS) below an acceptable level.

In short, the site presently generates more vehicle trips with a conditional use in RL than it would with the most generative permitted use in CO.

Additionally, the amended land use takes advantage of and thereby increases the utility of existing public transit, specifically TriMet Bus Route 76 of which the closest stop to the subject property is within 1,500 ft along SW 65th Avenue and SW Nyberg Lane, a reasonable walking distance.

The amendment is consistent with statewide planning Goal 12.

G. Granting the amendment is consistent with the Metropolitan Service District' s Urban Growth Management Functional Plan.

The analysis and findings related to Oregon Statewide Planning Goal 10 apply here as well. Apart from the Metropolitan Housing Rule, Metro has a requirement in the UGMFP reflected in Table 3.07-1 "Zoned Capacity for Housing and Employment Units – Year 1994 to 2017," which shows Tualatin having a housing capacity of 4,054 DUs based on the planning area of the city and that Metro and Tualatin last revised in 2002.

Within the City between 1997 and 2007, 2,517 were constructed towards the 4,054 target. Because the subject property was already developed with a commercial building in 1990, it was not factored in as available land in the target calculation.

With the appeal of PTA-08-05 to the Land Use Board of Appeals (LUBA), Metro and the City continue discussion on the appropriate target number. The criterion is met.

(8) Granting the amendment is consistent with Level of Service F for the p.m. peak hour and E for the one-half hour before and after the p.m. peak hour for the Town Center 2040 Design Type (TDC Map 9-4), and E/E for the rest of the 2040 Design Types in the City's planning area.

Refer to the earlier analysis relating to Statewide Planning Goal 12 and the attached Engineering Division Memorandum dated 8/07/2009 (Attachment H).

Con't to Oct.26, 2009
Approved By Tualatin City Council
Date 9-28-09
Recording Secretary MSmith

STAFF REPORT
CITY OF TUALATIN

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager SL

FROM: Doug Rux, Community Development Director EQR for DR
William Harper, Associate Planner WH

DATE: September 28, 2009

SUBJECT: APPEAL OF THE JULY 23, 2009 INTERPRETATION ANSWERING "WHAT IS THE STATUS OF THE NON-CONFORMING USE RIGHTS OF THE LAND AND STRUCTURE LOCATED AT 8250 SW TONKA STREET?" (TAX MAP 2S124CB TAX LOT 1700) (INT-09-01)

ISSUE BEFORE THE CITY COUNCIL:
Whether the City Council should affirm, modify, revise or reverse in all or in part, the Interpretation Decision of the Community Development Director in INT-09-01 determining that a "small equipment rental" non-conforming use on the 8250 SW Tonka Street property that was subject to the definitions and conclusions in Interpretation INT-88-01 was not retained after December 31, 2008; and determining that a light truck leasing and rental use or an auto leasing and rental use with greater than five vehicles on site are not permitted uses nor previously established legal non-conforming uses and are not allowed uses on the property as permitted uses nor as non-conforming uses.

RECOMMENDATION:
Staff recommends that City Council consider the staff report, Attachments A-E, and materials submitted into the record and provide direction to staff. A resolution affirming the July 23, 2009 Interpretation in INT-09-01 is included as Attachment F.

EXECUTIVE SUMMARY:
- This is a Quasi-judicial action that follows the Evidentiary Hearing procedures set forth in TDC 31.077.

- The subject of appeal is INT-09-01 and the Community Development Director's Interpretation dated July 23, 2009 addressing the status of non-conforming uses and auto & truck rental uses on the applicant/appellant's property at 8250 SW Tonka Street (Attachment B).
- The subject property is in the City of Tualatin, General Commercial (CG) Planning District and Central Urban Renewal District (CURD) Block 11, upon real property described by the Washington County Department of Assessment & Taxation as Tax Account 2S1 23CB, Tax Lot 1700 (See Aerial Photo of Site & Vicinity-Attachment C). The property has frontage on both SW Tualatin-Sherwood Road (North) and SW Tonka Street (Southwest). The property was formerly the site of a United Rentals small equipment rental business and includes a 4,700 sq. ft. building and a paved and fenced outdoor storage yard. United Rentals operated the business on the property from 1999 to December 30, 2007 as a non-conforming use under the terms of Interpretation INT-88-01. United Rentals does not identify the property as a business location on its web site showing locations in the Tualatin area, but the applicant indicates United Rentals continues to hold a lease on the property.
- INT-09-01 is a Request for an Interpretation submitted by Stan Sposito and the Sposito Family Trust to identify the legal non-conforming uses on the 8250 SW Tonka Street property and to address his belief that a proposed light truck or auto rental/leasing use is allowed on the property as a permitted or non-conforming use. With the departure of United Rentals, Mr. Sposito seeks to obtain an interpretation of non-conforming uses on the property and CG Planning District standards that would allow a prospective light truck/auto leasing & rental business (identified by Mr. Sposito as Enterprise Rent-a Car) to conduct their operation on the property.
- TDC 35.040(1) provides "If a nonconforming structure or use of land is discontinued for more than 12 months, it shall not be re-established unless specifically approved by the City Council." United Rentals ceased all operations on the site on December 30, 2007 and the one year period for a non-conforming use ended on December 30, 2008.
- The Community Development Director's Decision INT-09-01 evaluated the application in accordance with the Interpretation Process of TDC 31.070. The Director's Decision found based on the application materials, TDC 35 Non-conforming Uses, TDC 54-General Commercial Planning District, information from case files including INT-88-01, and documented meetings with representatives of United Rentals, Enterprise Rent-a-Car and Mr. Sposito and his advisers: 1.) No legal non-conforming uses were retained on the property after December 30, 2008. 2.) A "Rental of various small equipment, tools, and devices" use is allowed as a permitted use in the CG Planning District and the subject property, subject to the definitions and conclusions in Interpretation INT-88-01. 3.) A light truck leasing and rental use or an auto leasing and rental use with greater than five vehicles on site are not permitted uses nor previously established legal non-conforming uses and are not allowed uses on the property as permitted uses nor as non-conforming uses.

- A Request for Review of INT-09-01 (Attachment A) was filed on August 5, 2009 by Bill Campbell & Stan Sposito (applicants). The issues (reasons) raised in the appeal that are relevant to the Interpretation of Code Provisions of TDC 31.070, Non-Conforming Use provisions of TDC 35.020-.040 and the CG Planning District standards of TDC Chapter 54 are (as categorized by Staff):

  Reason #1. "Activities on the subject property may have changed but they have not been terminated or abandoned and United Rentals has maintained a visible presence on the property." The on-site uses of the leaseholder have been changed, but have not been discontinued, terminated or abandoned." [Reason #1 is relevant to TDC 35.040(1)]
  Reason #2. "We provided photographic evidence United Rental equipment rented/leased from the property that included vans, light trucks, tanker trucks, and related equipment. These activities continued until United Rentals began a transition in use in 2007-2008." "Photos of the site and the United Rentals equipment and rental vehicles corroborate the statement, which in turn supports the rights of the property owner and United Rentals to sublet the property for truck and auto leasing to include vans and light trucks while exceeding the five vehicle limitation of the permitted auto leasing in the General Commercial Zone." " The uses proposed by Enterprise Rent-a-Car and The Sposito Family Trust limits proposed uses to vehicle rental to include autos, vans, and light trucks. The City ordinance does not define auto leasing, although the activity in general includes vans, light trucks up to 14 feet in length and related equipment." [Reason #2 is relevant to TDC 35.040(1); TDC 54.020(2)]
  Reason # 3. "...business activities that constitute a nonconforming use are allowed to expand, or to adjust or modify uses in response to changing market conditions." "The property owner has the right to a continuity of use under the provisions of the city ordinance and state law." "The property owner has the right to adjust the business operations on the site, in accordance with the local ordinance and changing market conditions." [Reason #3 is relevant to TDC 35.020-35.030]
- Other issues that were raised (but not applicable to TDC 35.020-.040 and TDC Chapter 54 CG Planning District) include:

  Reason #4. The history of leases on the property, the presence of a current lease on the property and the terms of leases.
  Reason #5. The investment and expense value of various building, stormwater, landscaping and other site improvements to the property by the owners and lessees.
- Staff prepared responses to the issues raised in the Request for Review of INT-09-01 (see Attachment E). Staff finds that when considering the issues raised in the Request for Review of INT-09-01 and the analysis and findings in the staff responses (Attachment E), the Interpretation Decision is correct.
- Before deciding to affirm, modify, revise or reverse the July 23, 2009 Interpretation Decision with regard to the issues raised by Mr. Campbell and Mr. Sposito, the City Council must find that the requirements of the Tualatin Development Code (TDC) 35.020-040 relating to Non-Conforming Uses are met and interpret the allowed uses for the General Commercial (CG) Planning District in TDC Chapter 54.

OUTCOMES OF DECISION:
Affirmation of the Interpretation Decision INT-09-01 will result in the following:

- Approves the July 23, 2009 Community Development Director's Decision on the Applicants' questions in INT-09-01.
- Confirms that the requirements of TDC 31.071, TDC 35.020-040, & TDC Chapter 54 have been met.
- Determines that the non-conforming uses identified in INT-09-01 were discontinued on the 8250 SW Tonka property after December 30, 2008 and may not be continued.
- Determines that a light truck leasing and rental use or an auto leasing and rental use with greater than five vehicles on site are not allowed uses on the 8250 SW Tonka Street property as permitted uses, nor as non-conforming uses.

Reversal of the INT-09-01 Interpretation Decision INT-09-01 will result in the following:

- Concurs with the Applicants' challenge of the Community Development Director's INT-09-01 Decision.
- Determines that the legal non-conforming uses associated with the United Rentals operation included truck rental.
- Determines that legal non-conforming uses associated with the United Rentals operation continue on the 8250 SW Tonka Street property in compliance with TDC 35.020 and remain as legal non-conforming uses.
- Determines that light truck leasing and rental use or an auto leasing and rental use with greater than five vehicles on site are allowed on the SW Tonka Street property as non-conforming uses.

ALTERNATIVES:
The alternatives for the City Council are:

- Affirm the INT-09-01 Decision and adopt the attached Resolution.
- Revise or modify the INT-09-01 Decision and adopt a written order that clearly states the basis for the Council's decision.
- Reverse the INT-09-01 Decision and adopt a written order that clearly states the basis for the Council's decision.

FINANCIAL IMPLICATIONS:
The appellant submitted the required $128.00 fee with the Request for Review of INT-09-01.

PUBLIC INVOLVEMENT:
On September 9, 2009, a Notice of Hearing was mailed and posted as required in TDC 31.077(5). The purpose of this Quasi-judicial Evidentiary Hearing is to provide all interested persons a reasonable opportunity to participate in the hearing process and to provide for a full and impartial hearing on the application before the City Council.

Attachments:

A. Request for Review submitted by Bill Campbell and Stan Sposito; submitted on August 5, 2009
B. July 23, 2008 Interpretation Decision for INT-09-01
C. June 2008 Aerial Photo of Site & Vicinity/Tax Map
D. Background
E. Staff Response to issues raised in Request for Review of INT-09-01
F. Resolution Affirming July 23, 2009 Interpretation Decision INT-09-01

RESOLUTION NO. _____

A RESOLUTION AFFIRMING THE APPEAL OF THE JULY 23, 3009 INTERPRETATION ANSWERING "WHAT IS THE STATUS OF THE NON-CONFORMING USE RIGHTS OF THE LAND AND STRUCTURE LOCATED AT 8250 SW TONKA STREET?" (TAX MAP 2S124CB TAX LOT 1700). (INT-09-01)

Whereas a public hearing was held before the City Council of the City Of Tualatin on September 28, 2009, upon the request for review submitted by Stan Sposito and the Sposito Family Trust, and further described in the Staff Report dated September 28, 2009 and attached as Exhibit "C".

WHEREAS notice of public hearing was given as required by the Tualatin Development Code by mailing a copy of the notice to affected property owners located within 300 feet of the property, which is evidenced by the Affidavit of Mailing marked "Exhibit A," attached and incorporated by this reference, and by posting a copy of the notice in two public and conspicuous places within the City, which is evidenced by the Affidavit of Posting marked "Exhibit B," attached and incorporated by this reference; and

WHEREAS the Council heard and considered the testimony and evidence presented on behalf of the applicant, the City staff, the appellant, and those appearing at the public hearing; and

WHEREAS after the conclusion of the public hearing the Council vote resulted in denial of the appeal and affirmation of the Community Development Director's decision as written, [Vote _-_); and

WHEREAS based upon the evidence and testimony heard and considered by the Council, the Council makes, enters, and adopts as its findings of fact the findings and analysis in the City staff report, dated September 28, 2009, marked "Exhibit C," attached and incorporated by reference; and

WHEREAS based upon the foregoing Findings of Fact, the Council finds that the applicant has not provided sufficient evidence to demonstrate that the legal requirements for non-conforming uses set forth in the Tualatin Development Code have been satisfied.

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

Section 1. The appeal submitted by Stan Sposito and the Sposito Family Trust is denied.

Section 2. The Interpretation of the Community Development Director's Decision is affirmed as written.

INTRODUCED AND ADOPTED this 28th day of September, 2009.

CITY OF TUALATIN, Oregon

By_____
Mayor

ATTEST:

By_____
City Recorder

APPROVED AS TO LEGAL FORM

Brenda L. Braden
CITY ATTORNEY

COPY

CITY OF TUALATIN

18880 SW MARTINAZZI AVENUE
TUALATIN, OREGON 97062-7092
(503) 692-2000
TDD 692-0574

REQUEST FOR REVIEW OF AN INTERPRETATION DECISION

A Request for Review must be received by the Community Development Department - Planning Division by 5:00 p.m. of the 14th calendar day after the Notice of Decision on an Interpretation is given. You must provide all of the information requested on this form. This form must be signed and submitted in writing. You will be notified of the hearing date.

Name of Party requesting review Bill Campbell & STAN SPOSITO

Address 5283 SW 201ST Ave., Aloha, OR 97007
POB 843 MANZANITA, OR 97130

Date 8-5-09 Telephone 503-368-3134
alt. 503-812-5668

You represent, or you are:

- ___ City Manager
- ✓ the applicant
- ___ City Councilor
- ✓ Other consultant
- ___ Government agency
- ___ City-recognized neighborhood association

I request a review of Case No. INT-09-01:

Project: 8250 SW TONKA ST. Non Conforming use interpretation
(Give description of the interpretation subject)

Explain clearly which portions of the decision you are asking to be reviewed (attach separate sheet if needed). This should specify how you are adversely affected by the decision and how the decision is allegedly not in conformance with applicable Tualatin Development Code requirements:

- See Attached -

CITY OF TUALATIN
RECEIVED
AUG 05 2009
COMMUNITY DEVELOPMENT
PLANNING DIVISION

Your signature

Fee for review: $128.00.

FOR OFFICE USE ONLY:
Date received: 8-5-09
Fee received $128.00 Receipt No. 739050
Date of hearing: 9-28-09 (Cont.)
Check # 504

rev 3/03

Attachment A
Request for Review;
submitted on 8/5/2009

CITY OF TUALATIN
RECEIVED

AUG 05 2009

COMMUNITY DEVELOPMENT
PLANNING DIVISION

City of Tualatin
Interpretation – 09 – 01

Request for Review – August 5, 2009

The question, **What is the Status of the non-conforming use rights of the land and structure located at 8250 SW Tonka St., Tax Lot 2S1 24CB 01700** was posed resulting in **INT-09-01**

This Appeal is based upon the staff interpretation of the materials presented and Chapter 35 – Nonconforming Uses, Structures and Signs and Chapter 54 – General Commercial Planning District (CG).

The staff interpretation appears based upon its predisposed bias towards the property rather than the material facts of the present use. Staff contends that the use of the property was "abandoned" in December 2007; however, they allude to a meeting in February 2008 with the property owner and leaseholder that pertained to the use and status of the property. **Fact:** The lease, assumed by United Rentals in 1999, with consent of the city for the activities conducted thereon, is in full force and effect until February 2010. **Fact:** Following execution and assumption of the lease by United Rentals they prepared the documents for an Architectural Review by the city, AR-99-20; which was predicated upon the items or terms, enumerated in the City of Tualatin letter to United Rentals dated. April 8, 1999. As a result of the letter and the conclusions of AR-99-20 United Rentals entered into the lease agreement and in concert with the property owner invested over $350,000 in on-site physical improvements to the primary structure and the grounds.

Staff bases its interpretation on one aspect of a circumstance that has three elements, and in our estimation dismisses those material elements with bias:

- Activities on the subject property may have changed but they have not been terminated or abandoned and United Rentals has maintained a visible presence on the property;
- United Rentals, by its action and letter of October 3, 2006, affirmed the first of five (5) three (3) year lease renewal terms under the lease. The renewed lease was extended from March 1, 2007 through February 28, 2010 and is in full force and effect; and
- The property owner and lessee, or successors by assignment or sub-lease, has a right to the use and enjoyment of the property improvements and substantive investment over the life of the improvements, which are typically amortized over a period of twenty-eight (28) years.

Section 35.020 Continuation of Nonconforming Uses or Structures authorizes pre-existing uses to continue in accordance with the provisions of the chapter; Section 35.040 provides that a "discontinued use" shall not be re-established unless specifically approved by the City Council. Underlying Chapter 35 are the provisions

of ORS.215.130 (5) The lawful use of any building, structure or land at the time of the enactment or amendment of any zoning ordinance or regulation may be continued. **Fact:** The on-site uses of the leaseholder have been changed, but have not been discontinued, terminated or abandoned.

The property owner has a right, under statutory law of the state and ordinance provisions of the city to lease, sub-lease and to enjoy the business use of the property, which is the underlying business activity. The Sposito Family Trust has responsibly managed and maintained the property and contributed to the overall business climate of the city and adhered, while continuing its legitimate activities, to conform to city codes and requirements. **Fact:** Anderson-Oregon Rentals entered into the lease agreement in 1989 with the consent of the city; United Rentals assumed the lease in 1999, also with city consent. The property owner has the right to continue those activities within one-year of the discontinuance or abandonment of such use by city ordinance and state law.

In assuming the lease from Anderson Oregon Rentals, United Rentals relied upon the terms stated by the city in its letter of April 8, 1999 that "the equipment to be available at this site would not include the large equipment such as big dump trucks, large excavators, D5's and D6's . . . the Tualatin location would have equipment such as bobcats and equipment smaller than the large equipment mentioned above". We provided photographic evidence United Rental equipment rented/leased from the property that included vans, light trucks, tanker trucks and related equipment. These activities continued until United Rentals began a transition in use in 2007-2008. **Fact:** In 2008 city officials in different meetings and discussions advised the property owner and Enterprise Rent-a-Car that they would not allow light truck rentals to occur from the property, adhering to a restrictive application of the zoning code. It appears that the city staff would like to see the ongoing uses of the property, automotive oriented activities, discontinued and have the property fall into disuse and disrepair. This is difficult to understand as the property has contributed viable and vital business activity into the Tualatin Town Center over the past thirty-six (36) years. If the staff position that the use was discontinued in December 2007 is upheld, then it is apparent that city officials have interdicted the rights of both the property owner and United Rentals to sub-lease the property and continue the nonconforming use activities, although a sublease to Enterprise may have resulted in the further reduction of nonconforming uses on the property and in the General commercial zone.

Staff suggests that the site activities, both those allowed by the city and those proposed as future uses are not consistent with the North American Industry Classification System (NAICS) as a means of demonstrating inconsistency with INT-88-01; however, neither the city zoning ordinance nor its development code introduces or relies upon the NAICS to describe or define industrial uses. Section 54.020 allows auto leasing as a Permitted Use in the General commercial Zone; perhaps staff is trying to introduce a definition of auto leasing (which typically includes vans and light trucks) because the city zoning ordinance and development

code do not provide any definition of the activity. United Rentals stored vans and trucks on site as part of their rental fleet and did so in accordance with its lease provisions, which are still in effect. Had the city officials not interdicted the negotiations with Enterprise the city could have allowed the continuation of the non-conforming use and realized a substantive reduction in the array and variety of nonconforming uses on the site. The property owner has a right to a continuation of lawful activity and uses at the same scale or density of prior uses. In addition, business activities that constitute a nonconforming use are allowed to expand, or to adjust or modify uses in response to changing market conditions. Perhaps city staff will now inform us that we are not in the midst of a substantial business downturn or recession, and that the business vacancy rate in Tualatin is not approaching 70%. The actions of the city officials in interdicting the interests of Enterprise Rent-a-Car in subleasing the subject property may have denied the property owner the right of continuation of the pre-existing uses at a similar scale and an adjustment and response to changing market conditions.

Staff 'disagrees' that the site is well suited for the rental or leasing of equipment, light trucks, vans and autos; citing visibility from the Tualatin Sherwood Hotel and from the Century Hotel. The frontage on Tualatin-Sherwood Road has been fully screened from view by a brick pillar and wrought iron fence prescribed by the standards adopted by the city within the CURD (Central Urban Renewal District). We are not aware of, nor have we been informed by staff of any concerns expressed over site visibility except those made by staff in its interpretation.

Staff asserts that auto rental or sales are not listed or allowed uses, but states that Auto leasing is restricted. This assertion is interesting in that it assumes an activity that is not part of past or present uses proposed for the property. Auto leasing is a "permitted" use. The use is limited to not more than five (5) autos stored on site; which may be why there are no auto leasing businesses located within the General Commercial Zoning district. The limitation defeats the economic viability of the use and places a restriction on the activity that is not consistent with the other permitted auto oriented uses in the zone; auto glass shop, auto service shop, for installation and repair of air conditioners, electrical services, brakes, washing, mufflers, oil or lubrication, sound, transmissions, tune-up, upholstery and a tire shop. It is curious why the city would elect to restrict auto leasing to not more than 5 on-site vehicles, when it is the only auto use so restricted. Although listed as a 'permitted use' the limitation renders economically infeasible, which is why the use has never been established in the Tualatin general commercial zone.

Staff stated that United Rentals in the February 2008 meeting stated that they "had closed their operation . . . and vacated the site". Further indicating that the operation and uses on the property were conducted in compliance with the April 8, 1999 letter and AR-99-20. Photos of the site and the United Rentals equipment and rental vehicles corroborate the statement, which in turn supports the rights of the property owner and United Rentals to sublet the property for truck and auto leasing to include vans and light trucks while exceeding the five vehicle limitation of the

permitted auto leasing in the General commercial Zone. Staff endeavors to hold the property owner to an earlier interpretation pertaining to the understanding of small issued in 1988. The uses proposed by Enterprise Rent-a-Car and The Sposito Family Trust limits proposed uses to vehicle rental to include autos, vans and light trucks. The city ordinance does not define 'auto leasing', although the activity in general includes vans, light trucks up to 14 feet in length, and related equipment.

Summary:

- The property owner has a right to a continuity of use under provisions of the city ordinance and state law;
- The property owner has a right to adjust the business operations on the site, in accordance with the local ordinance and changing market conditions;
- United Rentals has been changed its use of the property, but it has not vacated or abandoned its use or its right to use the property under the lease;
- The site has been under a continuous lease for lawful operations, allowed by the city, since 1989;
- The property owner and the tenant invested in property improvements of substantive value and have the right to enjoy and realize the use of those investments over a period of 28 years, as a commonly held principal of real estate law;
- The physical improvements included screening the site from adjacent occupancies and refuse collection behind Martinazzi Square; installing a DEQ approved wash rack for equipment, repainting the barn to colors acceptable to the city, fencing the property in accordance with the CURD design principles to fit its inclusion in the district, paving the equipment area to meet the use standards, installing a storm-water runoff and retention swale in accordance with DEQ standards, modifying the entry and windows in the primary structure in accordance with city requirements, and excluding large equipment from storage on-site;
- The city approved of the proposed improvements under AR-99-20 and allowed the ongoing uses established by United Rentals at 8250 SW Tonka, which included the rental of vans and light trucks;
- The lease with United Rentals is in full force and effect, uses have been adjusted in response to changing market conditions; and
- The Sposito Family Trust has the right to continue the use of the property in the same or reduced genre of use.

We, the Appellants, reserve the right to submit both evidence and additional argument prior to the hearing before the City Council based upon fact-finding currently being conducted. Thank you for your consideration.

Bill Campbell, Bill Campbell & Associates, LLC
Greg Jenks, G.J. Solutions LLC
Stan Sposito, The Sposito Family Trust

City of Tualatin

www.ci.tualatin.or.us

July 23, 2009

INTERPRETATION-09-01: RECOMMENDED DECISION

CASE:	INT-09-01
REQUEST:	"What is the status of the non-conforming use rights of the land and structure located at 8250 SW Tonka Street?"
LOCATION:	8250 SW Tonka Street—General Commercial Planning District
APPLICANT:	Bill Campbell & Associates LLC, on behalf of Stan Sposito, Sposito Family Trust

BACKGROUND

Stan Sposito, representing the Sposito Family Trust, is the owner of a property at 8250 SW Tonka Street. The property is in the General Commercial (CG) Planning District and in the Central Urban Renewal District (CURD) Block 11, with frontage on both SW Tualatin-Sherwood Road (North) and SW Tonka Street (Southwest). The property was formerly the site of a United Rentals small equipment rental business and includes a 4,700 sq. ft. building and a paved and fenced outdoor storage yard.

With the vacancy of the property following the departure of the United Rentals operation in December of 2007, Mr. Sposito seeks to lease the site to a nationally syndicated light truck or auto rental/leasing business. Mr. Sposito believes that the history of non-conforming uses on the property and the general language and provisions of the CG Planning District and Non-Conforming Use sections of the Tualatin Development Code (TDC) allow a light truck or auto rental/leasing use to be conducted on the property as a continuation of a non-conforming use.

City staff from the Community Development Department, Legal Department and Administration Department have met with Mr. Sposito and his advisors & associates on several occasions to discuss his proposals. Based on the meetings and research of the TDC and the property's history, City staff provided general guidance that:

1. The proposed light truck rental/leasing use was not an allowed use under the CG Planning District standards in TDC Chapter 54, nor allowed as a continuation of any legal non-conforming uses that exist on the property in accordance with TDC Chapter 35, Non-Conforming Use;
2. Auto rental or sales are not listed as allowed uses and "auto leasing" is restricted to "...no more than five autos stored on site..."[TDC 53.020(2)(a)].

Mr. Sposito disagrees with Staff that the non-conforming use on the property has been abandoned and also disagrees with not allowing auto/truck rental & leasing (auto leasing with five or fewer vehicles on-site) in the CG Planning District and on the property. Mr. Sposito has requested an interpretation that would identify the legal non-conforming uses on the property and would find that the proposed light truck or auto rental/leasing use is allowed. The question for Interpretation is stated as "What is the status of the non-conforming use rights of the land and structure located at 8250 SW Tonka Avenue," (Attachment 1, pg. 4)

ANALYSIS AND FINDINGS

1. The Tualatin Development Code (TDC), General Commercial (CG) Planning Districts allow the following permitted uses that are relevant and related to the Interpretation request:

   54.020(2)(a) Automobile glass shop; **auto leasing office with no more than five autos stored on site**; auto service shop, including but not limited to, service for air conditioners, electrical, brakes, washing, mufflers, oil or lubrication, sound, transmissions, tune-up, and upholstery; and auto tire shop.

   54.020(2)(q) Rental of various small equipment, tools, and devices.

   There are no CG Conditional Uses or Central Urban Renewal District (CURD) allowed uses listed that are relevant or related to the Interpretation request.

2. On October 28, 1988, the Planning Director issued Interpretation INT-88-01 for Anderson Oregon Rental on the subject property. The interpretation established the word "small" in the CG Planning District allowed use "Rental of various small equipment, tools, and devices" (TDC 54.020) **"means equipment, tools and devices up to and including those items with 20 h.p. motors."** That interpretation (Attachment 2) was cited in an April 8, 1999 letter to United Rentals as information for United Rentals use of the 8250 SW Tonka Street property and in the subsequent Architectural Review AR-99-20 approving paving, landscaping, screening and storm water improvements to the site. The interpretation did not approve the rental of cares or trucks as an allowed use in the CG Planning District and it did not verify any non-conforming uses that may have been in effect in 1988.

   At a February 22, 2008 meeting with Mr. Sposito, Mr. Sposito's legal counsel, City Staff and representatives of United Rentals (Katherine Hill and John Zwiegert) stated that United Rental had closed its operation at 8250 SW Tonka Street on December 30, 2007 and vacated the site. United Rental also indicated that the operation and the uses on the property were conducted in compliance with the April 8, 1999 letter and AR-99-20.

3. Equipment leasing and rental is listed in the North American Industry Classification System (NAICS) under Sector 53—Real Estate and Rental and Leasing, section 53241 Construction, Transportation, Mining, and Forestry Machinery and Equipment Rental and Leasing. The sector described in the NAICS states "This U.S. industry comprises establishments primarily engaged in renting or leasing heavy equipment without operators that may be used for construction, mining, or forestry, such as bulldozers, earthmoving equipment, well-drilling machinery and equipment, or cranes." A specific listing of rental/listing of small equipment, tools and devices for construction, business and industry is not listed in the NAICS.

   The Anderson Oregon Rental and United Rentals operations at the 8250 SW Tonka Street property were allowed to be rentals and leasing of small equipment, tools and devices consistent with INT-88-01. The use has a very limited correspondence with the NAICS classification and descriptions of a equipment rental or leasing in 53241.

4. TDC 31.070 sets forth the process for Interpretations. INT-09-01 follows the process set forth in TDC 31.070.

5. The Applicant is requesting this interpretation to identify the legal non-conforming uses on the 8250 SW Tonka Street property and find that the proposed light truck or auto rental/leasing use is allowed on the property as a permitted or non-conforming use. The Sposito application materials (Attachment 1, Narrative pp.1-5) states:

   > "The question for interpretation for the city is: What is the status of the non-conforming use rights of the land and structure located at 8250 SW Tonka Avenue, Tax Lot 2S124CD 1700, Sposito Family Trust, Owner."

   The Sposito Family Trust acquired the subject property in 1973. The application materials chronicle the tenant businesses that have occupied the property, including the Rabbit Hutch (automotive repair); Anderson Oregon Rentals (equipment rentals) and United Rentals (equipment rentals). Information about the site improvements and the various uses & activities associated with the property tenants is provided. Mr. Sposito states: "The property has been engaged in the storage, repair, and rental in one form or another since 1973."

   With the departure of United Rentals in December, 2007, Mr. Sposito seeks to obtain an interpretation of non-conforming uses on the property and CG Planning District standards that would allow a prospective light truck/auto leasing & rental business (identified as Enterprise Rent-a Car) to conduct their operation on the property.

6. The Sposito narrative states:

> "The occupancy history of the property reflects a pattern of automotive service uses from the VW repair operation of the Rabbit Hutch in 1984 through truck, machinery and equipment rental and leasing operations from 1988 to the present; beginning with Anderson Oregon Rentals Inc. and the assumption of the lease by United Rental in 1999. A common thread for each company was the rental and leasing of vans, small trucks and equipment..." (Attachment 1, Narrative pp.1-5)
>
> "Rental vehicles, cars and trucks will be stored within a secure enclosure that is well screened from view. The area is not readily visible or noticeable from adjacent sites and businesses." (Attachment 1, Section 3. Description Item "e")

Staff agrees with the listing of the Rabbit Hutch, Anderson Oregon Rental and United Rental businesses on the site and that the businesses operated both conforming (small equipment rental) and non-conforming (equipment rental restricted from heavy equipment such as bulldozers, track hoes, large trucks and trailers) uses in the CG Planning District. This is established with other documents including INT-88-01, the 1999 United Rentals letter and AR-99-20. Any larger trucks on the site should have been only for pick up and delivery of equipment allowed under INT-88-01. However, no business has operated on the site since December, 2007.

Staff does not agree that this location is suitable for outdoor storage of equipment, light trucks and autos. The subject property is in Tualatin's downtown area and the Central Urban Renewal District (CURD), and is located directly across SW Tualatin-Sherwood Road from the Tualatin Commons and the Century Hotel. Screening of outdoor storage of 12 ft. high light trucks and vans from view of the adjacent SW Tualatin-Sherwood Road, the Commons and the upper floors of the Hotel will likely be inadequate.

7. The Sposito application contends:

> "The prior, present and intended future uses of the property are consistent with stated intent and purpose of the General Commercial Zone of the city and they have been and are "particularly suitable for businesses needing direct automobile access to the freeway and the arterial streets leading to the freeway." (Attachment 1, Narrative pg.1)
>
> "The commercial vehicular uses have included activities involving autos, vans, trucks, machinery and equipment rentals, including U-Haul rentals in the mid-1980's. The property and structure has been actively involved in commercial automotive repair, rental and leasing for the past 22 years." (Attachment 1, Narrative pg.5)

"The SW Tonka property has a history and continuity of use from 1973 to the present that includes auto repair, maintenance, rental and leasing that included cars, vans, trucks, equipment and machinery. During this period of thirty-six years, the City Planning Department has never formally articulated specific non-conforming uses or structures on the subject property. While some uses may be thought to be non-conforming, it could be a matter of scale or size or other factors that would render the use non-conforming." (Attachment 1, Narrative pg.3)

"The United Rental Lease is current and in effect. The site may be sub-leased or assigned and Enterprise Rent-a-Car has indicated its interest in using the site for its auto and truck rental operations." [Attachment 1, Narrative, 3. Description (a)]

"The site was prepared for the continuing storage and rental of vehicles; cars, trucks and equipment. The proposed continuation of use would be for auto and truck rental services." [Attachment 1, Narrative, 3. Description (f)]

Staff disagrees that automotive and truck rentals are suitable business uses for the CG Planning District, especially in the downtown and Tualatin Commons area. The CG Planning District Purpose provisions of the TDC state:

Section 54.010 Purpose.

The purpose of this district is to provide areas of the city that are suitable for a full range of commercial uses, including those uses that are inappropriate for the neighborhood, office, or central commercial areas. This district is particularly suitable for businesses needing direct automobile access to the freeway and the arterial streets leading to the freeway. Such uses are motels, drive-in restaurants, automobile service stations, and carwashes. Other suitable automobile-related businesses are automobile upholstery shop, or automobile tire shop. Automotive uses that use large amounts of land, such as automotive, truck and machinery sales and rental, are not appropriate uses in this district. (Emphasis Added)

The proposed light truck and automotive rental use is a land-extensive activity, relying on outdoor storage of vehicles that take up both surface and vertical space. The purpose section of the CG Planning District does not encourage or endorse the uses proposed by Mr. Sposito and the uses are not consistent with the CG Planning District.

Rental and leasing of autos and light trucks is allowed as a conditional use in the Light Manufacturing (ML) [TDC 60.040(p)] and General Manufacturing (MG) Planning Districts. Enterprise has an existing rental and leasing facility on SW Teton Avenue in the ML Planning District as approved in a conditional use permit. In the CG Planning District, an "...auto leasing office with no more than five autos stored on site" is a permitted use. The Sposito property is not in ML or MG, and the proposed use will exceed the "five autos stored on site" maximum provision in the CG Planning District.

Staff disagrees with Mr. Sposito that the Anderson and United operations legally included auto, van, truck and large machinery & equipment rentals as non-conforming uses and which establishes light truck/auto leasing & rental as a legal non-conforming use in the CG Planning District. The first tenant Rabbit Hutch, was an auto service use and did not create or continue a non-conforming equipment rental use. The CG list of allowed uses (including "rental of small equipment, tools and devices") have been in effect for this location since 1983. The interpretation of INT-08-01 requested for Anderson Oregon Rental (succeeding the Rabbit Hutch auto repair business) for this property and history of use specifically limited the Anderson and United activities on the Sposito property to rental of "small equipment, tools and devices" and restricted powered equipment and vehicles with motors greater than 20 h.p. There is no evidence that Anderson and United legally included rental or leasing of large machinery & equipment, light trucks or autos on the property. Staff finds that the United Rental operation which ended in December 2007, did not create or continue large machinery & equipment and light truck/auto leasing/rental use as a legal non-conforming uses on the property in the CG Planning District.

8. The application narrative states: "The lawful uses of the property have not been discontinued over the past 26 years; however, they were modified by concessions made in 1999. At present, the tenant and property owner would like to sublease the property to Enterprise Rent-a-Car, which would be further reduction of the present uses but the city has seriously discouraged the continued economic use of the property." (Attachment 1, pg. 5)

Mr. Sposito contends that a former lease agreement with Anderson Oregon Rentals and a current lease with United Rentals effectively establishes and continues larger equipment rental/leasing as a non-conforming use on the property. He provides photographs of equipment and vehicles on the property in an attempt to establish and continue non-conforming uses and activities including light truck/auto leasing/rental. He implies that the recent presence of a vehicle (Attachment 1, pg. 4) parked on the property serves to continue the United Rentals activities on the site following the departure of the firm in December 2007. Staff disagrees.

The non-conforming use provisions of TDC state:

35.020 Continuation of Nonconforming Uses or Structures.
(1) Any nonconforming use of a structure or land existing on the date of the adoption of the Tualatin Community Plan, or any use of a structure or land becoming nonconforming subsequent to the effective date of the adoption of said Plan, may be continued, used, occupied or maintained only in accordance with the provisions of this chapter.

35.040 Discontinuance of a Nonconforming Use.
(1) If a nonconforming structure or use of land is discontinued for more than 12 months, it shall not be re-established unless specifically approved by the City Council. Approval by the City Council shall be granted or denied only after a public hearing is conducted on the proposed continuance. Notice of such public hearing shall be given in the manner required in TDC 31.077. (Emphasis Added)

The Definitions Section of the TDC in 31.060 provides the following definitions:
Use The purpose for which land or a structure is designed, arranged, or intended, or for which it is occupied or maintained.

Nonconforming Structure or Use. A lawful existing structure or use at the time this Code or any amendment hereto becomes effective which does not conform to the requirements of the planning district in which it is located.

Based on the provisions of Non-conforming Uses in TDC Chapter 35 and the definitions of "use" and "non-conforming use", a lease agreement between a property owner and a tenant and the language of the document do not create a "use" and do not constitute, establish or serve to continue a non-conforming use. Mention and photos of a vehicle or vehicles on the site were cited in the Application, but the vehicles were parked on the site sometime after United Rentals vacated the site. The presence of a vehicle parked on the site absent a verifiable use does not serve to continue a non-conforming use. When United Rentals closed the business at 8250 SW Tonka Avenue and vacated the small equipment rental business on the property on December 31, 2007, all legal non-conforming uses ceased on December 30, 2008 and no use or activity was re-established. There is no evidence that any legal non-conforming uses were continued since that date. While the lease between the property owner and United Rental may continue beyond that date, no legal non-conforming uses associated with United Rental on the property continued and the discontinuance provisions of TDC 35.040(1) are applicable.

A 12-Month time period beginning December 30, 2007 when United Rentals discontinued operations and use on the 8250 SW Tonka Street property, ended December 30, 2008. In accordance with TDC 31.040(1), any legal non-conforming use associated with the property discontinued over 12 months may not be re-established without the approval of the City Council. Staff concludes that any use or form of use established as a legal non-conforming use by Anderson Oregon Rentals and United Rentals on the property has been discontinued for more than 12 months and is no longer allowed on the property.

9. Mr. Sposito's application includes statements about a history of payment of property taxes on the property, economic contributions by the Sposito Family Trust to the City of Tualatin, and the character and condition of the barn building on the site (Attachment 1, pg. 5). Information on comparative traffic conditions, site improvements, and benefits of allowing light truck or auto rental on the site

are also presented. (Attachment 1, Section 3 items d-j) These statements are not relevant to the issues of CG Planning District standards, allowed uses and non-conforming uses on the 8250 SW Tonka Street property and Interpretation process raised in the application and considered in the Interpretation decision.

10. Mr. Sposito's application concludes:

> "The proposed use, car and truck rental services, provides an exceptional fit with the on-site improvements of the site and primary structure enabling the property owner an tenants to fully realize the storage and rental of vehicles; cars, trucks an equipment. The proposed continuation of use would be for auto and truck rental services." (Attachment 1, Section 3 Item f)

As discussed in the sections above, Staff disagrees with the applicant's statements on non-conforming uses and on whether light truck/auto leasing and rental use are suitable uses in the CG Planning District or allowed as an extension of legal non-conforming uses. Staff concludes based on the above information and the information in the INT-88-01 file, no legal non-conforming uses remain on the 8250 SW Tonka Street property and that the proposed light truck/auto leasing and rental use is not an allowed use nor a legal non-conforming use on this property in the CG Planning District.

INTERPRETATION

Based upon the above findings and analysis and the information in the application and the case file, the United Rentals equipment rental business discontinued operations on December 30, 2007 on the Sposito Family Trust property at SW 8250 SW Tonka Avenue. No legal non-conforming uses were retained on the property after December 30, 2008. A "Rental of various small equipment, tools, and devices" use is allowed as a permitted use in the CG Planning District and the subject property, subject to the definitions and conclusions in Interpretation INT-88-01. A light truck leasing and rental use or an auto leasing and rental use with greater than five vehicles on site are not permitted uses nor previously established legal non-conforming uses and are not allowed uses on the property as permitted uses nor as non-conforming uses.

APPEAL

This interpretation will be final after 14 calendar days on **August 6, 2009**, unless a written appeal is received by the **Community Development Department Planning Division at 18880 SW Martinazzi Avenue, Tualatin, Oregon 97062 before 5:00 p.m., on August 5, 2009. The appeal must be submitted on the City appeal form with all the information requested provided thereon and signed by the appellant.** The appeal forms are available at the Tualatin Library and the Planning Division offices. Appeals of interpretations are reviewed by the City Council.

Questions should be directed to William Harper at (503) 691-3027, fax to (503) 692-0147 or wharper@ci.tualatin.or.us.

Submitted by,

William Harper, AICP
Associate Planner

Attachment 1. Application Material
2. Copy of INT-88-01

c: City Manager
Community Development Director
City Attorney
Building Official
City Engineer
City Council
Owners of property within 300 feet
Applicants: Bill Campbell, Bill Campbell & Assoc, PO Box #843, Manzanita, OR 97130
Stan Sposito, Sposito Family Trust, 5283 SW 201 Ave. Aloha, OR 97007

file: INT-09-01
INT-88-01

APPLICATION FOR INTERPRETATION

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

Case No INT-09-01
Fee Rec'd N/A
Receipt No N/A
By SCrawford

PLEASE PRINT IN INK OR TYPE

Applicant's Name: STAN SPOSITO, SPOSITO FAMILY TRUST

Applicant's Address 5283 SW 201 Ave., Aloha, OR 97007
(street) (city) (state) (zip)

Applicant is: Owner ✓ Contract Purchaser ____ Developer ____ Agent ____

Other Agent: Bill Campbell & Associates LLC
POB 843, MANZANITA, OR 97130
503-368-3134

Code Section: chapter 35

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

What is the status of the NON-CONFORMING USE RIGHTS OF THE LAND AND STRUCTURE LOCATED AT 8250 SW TONKA AVENUE, TAX LOT 2S1 24CB 01700

"SEE ATTACHED MATERIALS"

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

Address of Property 8250 SW TONKA AVE., TUALATIN, OR

Lot Area 1.21 acres Planning District ____

Assessor's Map Number 1S1 24CB 01700 Tax Lot Number(s) ____

Property Owner's name STAN SPOSITO, SPOSITO FAMILY TRUST

Property Owner's address ____

CITY OF TUALATIN
RECEIVED
JUN 25 2009
COMMUNITY DEVELOPMENT
PLANNING DIVISION

Attachment 1
Application Material

REQUEST FOR INTERPRETATION
June 23, 2009

Question Posed: **What is the status of the non-conforming use rights of the land and structure located at 8250 SW Tonka Avenue**, Tax Lot 2S1 24CB 1700, Sposito Family Trust , Owner

Representation & Background

The subject property is located at 8250 SW Tonka Avenue, Tualatin, Oregon; it is within the Central Urban Renewal District of the city, is Zoned General Commercial in the Tualatin Development Code and has been in Commercial use from its date of acquisition by Stan Sposito, Principle in the Sposito Family Trust, managed by Mr. Sposito. The property has been engaged in the storage, repair, and rental in one form or another since 1973. The owner and the lease tenants, under terms of the lease agreement, have kept the property well maintained and over the past thirty-six (36) years Mr. Sposito has endeavored to meet the requirements of the city while managing the property to provide an economic return to the Sposito Family Trust and to the Community.

The prior, present and intended future uses of the property are consistent with the stated intent and purpose of the General Commercial Zone of the city, in that they have been and are "particularly suitable for business needing direct automotive access to the freeway and to the arterial streets leading to the freeway". Automotive uses that use large amounts of land, such as automotive, truck and machinery sales and rental, are not deemed to be appropriate uses in the district. Although the Permitted Uses in the zone provide for Auto Leasing as an outright use, but limit the number of vehicles to five (5), rendering the use a less than viable economic use. It is the only automotive use within the General Commercial Zone with such a restriction limiting its economic viability.

The occupancy history of the property reflects a pattern of automotive service uses from the VW repair operations of the Rabbit Hutch in 1984 through truck , machinery and equipment rental and leasing operations from 1988 to the present;

beginning with Anderson Oregon Rentals, Inc., and the assumption of the lease by United Rentals in 1999. A common thread for each company was the rental and leasing of vans, small trucks and equipment, which the city allowed through the apparent recognition of the property owners right to continue with uses that had been established. Letters issued in 1988 indicate the city's position on uses within the General Commercial Zone by interpretation of a commercial property on SW Hazelfern, indicating those uses deemed appropriate for that property in the CG Zone; a second city letter in October 1988 provides a dissertation on small and its application to the rental of equipment and the use of trailers as being incidental to the primary activity on the SW Tonka property. In 1999, following contact by United Rental on the assumption of the SW Tonka property lease, the city issued a letter regarding upgrades and improvements to the site, albeit recognizing the right of the property to continue the pre-existing uses of the land and structure. A point of agreement developed in the meetings that was memorialized in the letter that the use of the site would not include 'large equipment', e.g. big dump-trucks, excavators, D-5s and D-6's; but it did allow bobcats, mobile platforms, cherry pickers, scissor scaffolding, and the array of equipment available through United Rentals. The 1999 City of Tualatin letter, in our view, represents a de-facto recognition of the non-conforming uses and continuing rights of the property owner and lease tenants for the 8250 SW Tonka Avenue property.

In 1987 the site was under serious consideration and supported for the development of a new postal facility in Tualatin; the city was quite interested in the use and future development of the site throughout the 80's and 90's and wanted the barn, one of the last vestiges of the cities agrarian past, to be razed and removed. However, during the period of occupancy by Anderson Oregon Rentals and into the present occupancy by United Rentals the site has realized investments to improve and update the "barn" and the site to meet city zoning and environmental requirements, that included site screening consistent with design standards for the Central Urban Renewal District. The site improvements have contributed to the realization of the urban renewal objectives for the SW Tonka area, substantial

roadway and storm drainage improvements, combined with on-site improvements that were consistent with the character of the Central urban Renewal District.

The Tualatin Development Code, chapter 35, Non-Conforming Uses indicates a intent to strictly regulate and permit uses and structures in each district to exist only under specific regulation. It is the purpose of such specific regulation and control over such incompatible uses and structures that such non-conforming uses or structures be discontinued or brought into conformity. The chapter does allow, however, that the use of any land or structure becoming non-conforming subsequent to the effective date of the adoption of said Plan, may be continued, used, occupied or maintained only in accordance with the provisions of Chapter 35. The code provisions also provide that "If a non-conforming structure or use of land is discontinued for more than 12 months, it shall not be re-established unless specifically approved by the City Council". The lawful uses of the property have not been discontinued over the past twenty-six (26) years; however, they were modified by concessions made in 1999. At present the tenant and property owner would like to sublease the property to Enterprise Rent-a-Car, which would be a further reduction of the present uses but the city has seriously discouraged the continued economic use of the property.

The SW Tonka property has a history and continuity of use from 1973 to the present that includes auto repair, maintenance, rental and leasing that included cars, vans, trucks, equipment and machinery. During this period of thirty-six years the city planning department has never formally articulated specific non-conforming uses or structures on the subject property. While some uses may be thought to be non-conforming, it could be a matter of scale or size or other factors that would render the use non-conforming. During this period of time the city has allowed and issued permits for improvements to the property including upgrades to the Gambrel Barn that is the primary structure on the property, improvements to the site to include fencing, site screening , paving and the installation of environmental controls. Property improvements from 1999 to the present represent an investment by the

property owner and tenants of over $396,000. It is assumed that the present use and activities on the subject property meet the requirements and standards for the Central Urban Renewal District on transportation and environmental controls, both on and off site. The successful business use of the property has benefitted the City of Tualatin through an increase in taxable property improvements that contributed to the urban renewal tax increment as well as general city commercial revenues. The continued use of the property in auto and small truck leasing would bring vitality and activity into an area of the city that is experiencing a 50-70 percent decline in business operations. Allowing the continuity of use would enable a National Company, Enterprise Rent-a-Car to expand its operations within the city on a site that is well suited and located for that purpose, satisfying a comprehensive plan objective of allowing auto-oriented uses in close proximity to I-5 and the secondary arterial that is SW Tualatin-Sherwood Road.

Statements have been made by representatives of the City of Tualatin, both city staff and elected officials, that the continuance of auto, truck and equipment rental uses of the SW Tonka property have been discontinued and will not be allowed. However, the Commercial Lease for the lawful use of the property by United Rentals is in full force and effect, photographic evidence indicates that the uses have been continued and are still active on the property. Enterprise Rent-a-Car, a national auto and small truck leasing corporation, has indicated its interest in sub-leasing and using the property for its business activities. Both the property owner and representatives of the national corporation have been informed by the city that Enterprise cannot use the property for its proposed use, denying the continuity of use allowed by city ordinance.

The question for interpretation by the city is: **What is the status of the non-conforming use rights of the land and structure located at 8250 SW Tonka Avenue**, Tax Lot 2S1 24CD 1700, Sposito Family Trust, Owner.

The following bulleted facts have specific relevance and bearing on the question posed for interpretation:

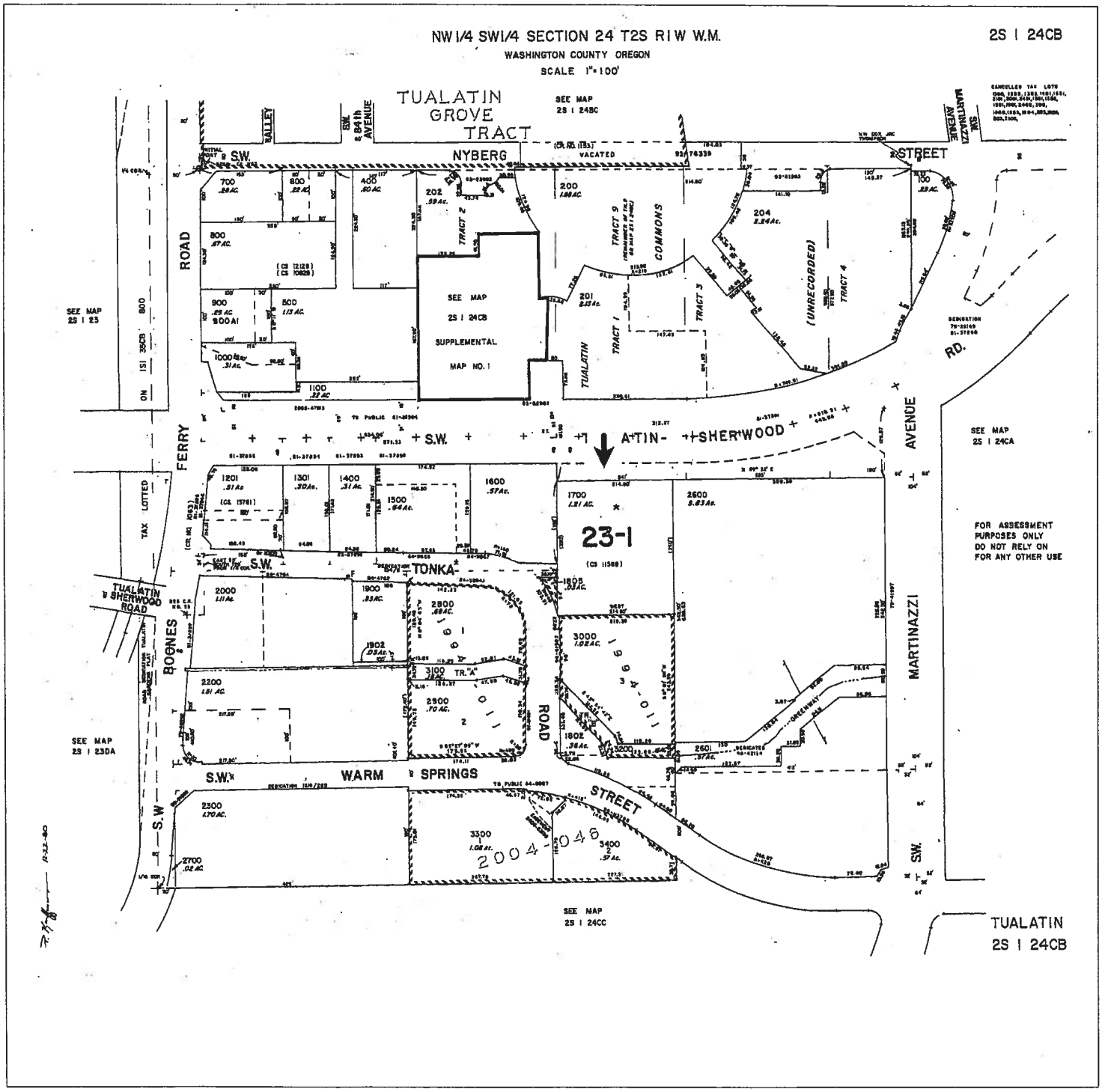
- The subject property has been actively and continuously used for vehicular and equipment related business for the past 36 years, 1973 – 2009;
- The commercial vehicular uses have included activities involving autos, vans, trucks, machinery and equipment rentals, including U-Haul Rentals in the mid-1980's;
- The property and structure has been actively involved in commercial automotive repair, rental and leasing for the past 22 plus years;
- In 1999 the property owner and United Rentals agreed to site operational limitations that restricted 'large equipment', excavators, earth movers, etc. from being stored on the property;
- Property taxes have been dutifully paid on the property for commercial activities from 1973 to the present, including those taxes collected for Urban Renewal projects and Tax increment Financing, based upon on-site taxable improvements to the benefit and well being of the Central Urban Renewal District of the City of Tualatin;
- The property and the Sposito Family Trust has made a substantial economic contribution to the City of Tualatin, consistent with the intent and purpose of the City Comprehensive Plan from 1973 to the present; and
- While the primary structure on the property, a Gambrel Barn, is not listed as a historical resource of the City of Tualatin, it is one of the oldest standing structures of the original town site and represents the early history of the city and its roots as a rural agrarian community. The structure has been well maintained and improved for commercial use and operations, preserving a brief sense of the earlier charm and character of Tualatin.

First American Title Insurance Company of Oregon

An assumed business name of TITLE INSURANCE COMPANY OF OREGON

This map is provided as a convenience in locating property
First American Title Insurance Company assumes no liability for any variations as may be disclosed by an actual survey

Reference Parcel Number 2S124CB 01700



Adjoining Properties: Addresses & Summary Information

Map Tax Lot	Situs	Owner Address	Size	2008 RMV
2S124CB-02600	19221 SW Martinazzi Ave	Martinazzi Square LLC By API/Pichon VIII LLC 112 Third St. Lake Oswego, OR 97034	5.83	$14,716,150
2S124CB-03000	8200 SW Tonka Rd.	KOWBOY C LLC DBA: Bushwhackers 8200 Tonka Rd. Tualatin, OR 97062		$54,488
2S124CB-02900	8355 SW Warm Springs St.	Vandolay Properties LLC 8375 SW Warm Springs St. Tualatin, OR 97062	.70	$1,715,670
2S124CB-02800	8340 SW Tonka Rd.	J LO LLC 8340 SW Tonka St. Tualatin, OR 97062	.68	$1,005,250
2S124CB-01600	8335 SW Tonka Rd.	Oregon Village Pizza Associates LLC ATTN: Jake Mathews 121 Spear St. #250 San Francisco, CA 94105	.57	$773,290
2S124CB-01500	8349 SW Tonka Rd.	Portland Rose LLC 1801 NW Iowa Bend, OR 97701	.64	$1,629,590
2S124CB-01900	8386 SW Tonka Rd.	Melbo Land & Investment Co. PMB #123 1115 Madison St. NE Salem, OR 97301	.33	$411,360
2S124CB-00201	8185 SW Tualatin-Sherwood Rd.	Century Hotel, LLC 4601 NE 78th St. Ste. 130 Vancouver, WA 98665		$5,516,880
2S124CB-00500	8460 SW Nyberg Rd.	Harvey Clark & David Emami 3380 Barrington Dr.	1.13	$945, 490

		West Linn, OR 97068		
2S124CB-03300	8350 SW Warm Springs	Tualatin Valley Lodge #2780 PO Box 1535 Tualatin, OR 97062	1.80	$1,042,970
2S124CB-03400	8322 SW Warm Springs	Warm Springs Crossing LLC 8220 SW Warm Springs #100 Tualatin, OR 97062	.57	$994,060
2S124CC-00102	8140 SW Warm Springs	KC Propco LLC 650 NE Holliday St. #1400 Portland, OR 97232	.78	$1,323,920

City of Tualatin
Interpretation Instruction & Requirements

3. Description of Factors:

a. The SW Tonka site has been used in a variety of automotive and vehicular uses including storage, rental services, repair and maintenance of autos, vans, trucks and equipment over the past thirty-six years. Through the years city zoning has allowed these uses, although the size and scale of commercial operations may have been a source of non-conforming use issues. The United Rental Lease is current and in effect. The site may be sub-leased or assigned and Enterprise Rent-a-Car has indicated its interest in using the site for its auto and truck rental operations.
b. The proposed continuation of site operations will include auto and truck rental operations with office operations located within the primary structure, it may well include records storage and archiving of other corporate uses as well. Meetings, training, and small conferences. The site is well screened from all sides and can accommodate the on-site storage of vehicles as well as provide an indoors area for maintenance and repair of vehicles. There are two fueling points on the premises together with a wash rack area. The site has developed environmental control systems in place for wash water and fuel systems in accordance with state regulations. The site is wel sited and located for an auto leasing operation, which is a permitted use in the General Commercial Zone, save for the scale of the proposed operation. The use is consistent with the objectives and purpose of the comprehensive plan by supporting those commercial opportunities that require proximity to the primary and secondary arterials. The concierge services of Enterprise provides an opportunity to enhance the economic vision of the community.
c. Machinery use would be limited to maintenance and minor automotive repairs of cars, trucks and vans. These operational necessities would not be visible or noticeable off the premises, given the quality screening of the property and the indoor garage facilities of the primary structure. A wash down area is located to the rear of the primary structure and is screened from adjoining properties used for refuse containment and garbage service.
d. The proposed site use will not add or increase vehicular noise or odors beyond those that exist in the area. The area has been designed and developed for high traffic both within and through the community. The proposed use will actually present a reduction of previous uses by limiting the use to auto and truck rentals. The concierge service provides for off-site delivery of vehicles within the community and region, reducing traffic into the area.

e. Rental vehicles, cars and trucks, will be stored within a secure enclosure that is well screened from view. The area is not readily visible or noticeable from adjacent sites and businesses. Some product together with signage would be presented at the entry of the property to inform the public. Fleet maintenance operations could be conducted within the garage of the primary structure.
f. The proposed use, car and truck rental services, provides an exceptional fit with the on-site improvements of the site and primary structure enabling the property owner and tenants to fully realize the value of those investments. The site was prepared for the continuing storage and rental of vehicles; cars, trucks and equipment. The proposed continuation of use would be for auto and truck rental services. All facilities are in excellent condition and well maintained for commercial use of the site and facilities.
g. The site will continue to generate vehicular traffic, but the change in scale of rentals proposed would serve to reduce the actual volume of traffic, especially trucks into the area. The area is designated and developed to accommodate a high level of traffic consistent with the vehicular orientation of commercial uses in the immediate vicinity. The site has more than adequate parking for employees and clientele through typical business hours, 8 AM – 5 PM. A vehicle drop off area is customarily provided in conjunction with rental operations and would be an element of site operations. The proposed use indicates a decrease, rather than an increase, in on-site activities, which will translate into an overall reduction of traffic generated by the site. The concierge services offered by Enterprise will further reduce traffic into the area.
h. Approximately one (1) acre of the 1.21 acre site is improved for vehicle and equipment parking that is both secured and unsecured. It is more than adequate to meet the needs of the business and the public access. The site provides adequate area, outside the secured storage area, for product display, client parking and employees. On site parking has been deemed consistent with code requirements.
i. The lease provides for a single tenant, or at the option of the lease holder, multiple tenants at the discretion of the lease holder subject to consent of the property owner and consistency with city requirements.
j. The proposed Enterprise operations will provide enhanced services to the city, southerly metropolitan region, and the outlying residential and rural areas. Primary clientele would be from the greater Tualatin community and consist of commercial and industrial businesses together with private residential users. The activity will augment the lagging economic activities in the central business district of the community, generating activity where there is an unfortunate increase in vacant office buildings and store-fronts. The services

offered by Enterprise can provide a unique fit with the city vision for Tualatin to be a business destination serving the area and the region.

k. We will be more than happy to provide any additional information or responses for information requested by the Director.

Timeline: Elements and Uses

Sposito Family Trust
8250 SW Tonka

1973 - Property acquired by Stan Sposito, initial uses included miscellaneous automotive services including storage of autos, vans, trucks and equipment. Uses changed over the ensuing ten years as uses became more formalized under the Sposito Family property management.

1984 - Annual lease with the "Rabbit Hutch" Volkswagen Repair and Storage executed. Uses included the repair of autos and vans, sales of repaired vehicles, repair services to the general public, and on-site storage of vehicles for parts and repair together with ongoing storage of vans, trucks and equipment.

1987 - Property offered for purchase to United States Postal Service as a prospective location for a new postal service facility in Tualatin. The property was appropriately zoned for Light Manufacturing (M-3) at that time.

1988 - City letter of Interpretation, May 11, 1988 pertaining to Tax Lot 2S1 13DC 0500, Hazelfern" to provide guidance regarding uses in the General Commercial Zone. The letter addressed a discontinued use, a service station, and did not address the non-conforming use rights of the Tonka Property.

1988 – City letter of Interpretation to Ms. Caplan, INT-88-01, which thoroughly addressed "Small" and its context of uses within the General Commercial zone of the city. The letter, specific to proposed uses on the SW Tonka property did not address the non-conforming use rights or rights of continuation.

1989 - February 15th, the lease agreement with Anderson's Oregon Rental, Inc. (AOR) signed for the use of the property as a full service public rental facility, the uses were deemed consistent with zoning provisions and within the ongoing non-conforming use rights of the property owner. The lease agreement contained provisions to protect the prior uses of the site, including the storage and rental of vans, trucks and equipment. The lease enabled the Lessee or Lessor to enter into a sub-lease with third parties for use of the property with the consent of one another and consistency with city requirements.

1995 - Notes of a May 12th meeting with Doug Johnson regarding the property; key elements of the meeting indicated that "the city wants the barn down", "Doug wants the barn down", city will find location for Paul (Anderson's Oregon Rentals, Inc.) city will arrange proper timing, city will commit to prior agreements".

1997 - December 31st, City Building Permit #9779-97 issued to Paul Moody, AOR, for a wash rack canopy and support structure located behind the barn with a wash down area and sump for environmental control of wash water.

1999 - April 8th, City letter to United Rental and Sposito Family Trust pertaining to 'suggested' site improvements and uses of the site proposed by United Rentals in concert with the assumption of the existing lease from AOR; excluding 'large equipment' storage on-site with consent of United Rental and Stan Sposito.

1999 - August 1st, United Rentals enters into a sub-lease for the use of the site as a full-service rental facility, excluding the storage of "heavy equipment" as agreed upon, subject to provisions for lease modifications and property improvements for business operations.

1999 - November, a multi-phased program of building and site improvements are agreed upon with bid proposals accepted to initiate phased improvements to the primary structure, the barn, and the site totaling over $396,225.

2001 – October – Lease Amendment No. 1 approved by parties

2004 – January – clarifying letter sent from Mr. Bisaccio to United Rental to resolve questions and issues.

2006 – United Rental letter confirming the 2006 extension of the Commercial Lease through February 28, 2010.

The property is presently under continuing lease to United Rental for all authorized activities conducted upon the property from 1989 through the present. Clearly indicating no break or discontinuance of allowed and permitted activities, and clearly indicating a right to continue all or elements of non-conforming uses on the subject property.

FORM No. 6?E (Escrow)
Stevens-Ness Law Publishing Co. ©
Portland, Oregon 97204 OB

EARNEST MONEY RECEIPT

City Tualatin State Oregon December 11, 1984

A. RECEIVED FROM Thomas Wheeler RABBIT HUTCH - AUTO REPAIR

(hereinafter called "purchaser") the sum of Five Thousand Dollars ($ 5,000.00 SALE

in the form of Note (transferred from E.M. #12784) as earnest money and in part payment for the purchase of the following described real estate situated in the City of Tualatin

County of Washington, State of Oregon, to-wit, 8250 S.W. Tonka, Tualatin, Oregon also described as tax lot 1700 on Washington County Assessors map #2 S1 24CB

which we have this day sold to said purchaser

for the sum of Three Hundred Thousand Dollars ($300,000.00)

on the following terms, to-wit: The sum, hereinabove receipted for, of Five Thousand Dollars ($ 5,000.00)

{ on owner's acceptance. (Strike whichever not applicable)
{ on ....., 19....., as additional earnest money, the sum of ..... Dollars ($.....)

Upon acceptance of title and delivery of {deed / contract, the sum of One hundred and ninety-five thousand Dollars ($195,000.00)

Balance of One hundred thousand Dollars ($100,000.00)

payable as follows: #SEE ADDENDUM "A"

1. If this transaction includes dwelling units, buyer and seller certify that a working smoke detector shall be installed in each such unit according to applicable law, prior to closing.
2. A title insurance policy from a reliable company insuring marketable title is to be furnished purchaser in due course at seller's expense; preliminary to closing, seller shall furnish a title insurance company's preliminary title report showing its willingness to issue title insurance, which shall be conclusive evidence as to seller's record title.
3. It is agreed that if seller does not approve this sale within the period allowed broker below in which to secure seller's acceptance, or if the title to the said premises is not insurable or marketable, or cannot be made so within thirty days after notice containing a written statement of defects is delivered to seller, the said earnest money shall be refunded. But if said sale is approved by seller and title to the said premises is insurable or marketable and purchaser neglects or refuses to comply with any of said conditions within ten days after the said evidence of title is furnished and to make payments promptly, as hereinabove set forth, then the earnest money herein receipted for and additional earnest money, if any, shall be forfeited and disposed of as stated in Section F below and this contract thereupon shall be of no further binding effect.
4. The property is to be conveyed by good and sufficient deed free and clear of all liens and encumbrances except zoning ordinances, building and use restrictions, reservations in Federal patents, easements of record and The Statutory powers of the Unified Sewerage Agency
5. All irrigation, plumbing, ventilating, cooling and heating fixtures and equipment (including stoker and oil tanks but excluding fireplace fixtures and equipment), water heaters, light fixtures, bulbs and lamps, bathroom fixtures, venetian blinds, drapery and curtain rods, window and door screens, storm doors and windows, attached floor coverings, attached television antenna, all shrubs and trees and all fixtures except .....

are to be left upon the premises as part of the property purchased. The following personal property is also included as a part of the property for said purchase price.

6. Pro rates for current tax year, rents, interest, premiums for existing insurance and other matters shall be made as of the date of ☒ closing, date of ☐ possession. Date of closing is March 30, 1985 Date of possession is March 30 1985 or as soon thereafter as existing laws and regulations will permit removal of tenants, if any. Any real property taxes, interest or assessment thereon which is attributable to periods before closing, but the due date for payment of which has been deferred, shall be paid by ☐ purchaser ☒ seller. Encumbrances to be discharged by seller may be paid at his option out of purchase money at date of closing. SELLER AND PURCHASER AGREE THAT SUBJECT SALE WILL BE CLOSED IN ESCROW, THE COST OF WHICH SHALL BE BORNE CO-EQUALLY BETWEEN SELLER AND PURCHASER.
7. Time is the essence of this contract. This contract is binding upon the heirs, executors, administrators, successors and assigns of buyer and seller. However, the purchaser's rights herein are not assignable without written consent of seller. In any suit or action brought on this contract, the losing party therein agrees to pay the prevailing party therein (1) the prevailing party's reasonable attorney's fees in such suit or action, to be fixed by the trial court, and (2) on appeal, if any, similar fees in the appellate court, to be fixed by the appellate court.

Listing Broker Norris, Beggs, & Simpson Phone ..... Address .....

Selling Broker Metro-West Realty Phone 692-3050 By MDG Address 8265 S.W. Nyberg, Tualatin, Ore

B. AGREEMENT TO PURCHASE

I hereby agree to purchase and pay the price of $ 300,000.00 to purchase the property herein described in its present condition, as set forth above and grant to said agent a period of 10 days hereafter to secure seller's acceptance hereof, during which period my offer shall not be subject to revocation. Said deed or contracts to be in the name of Standard Telephone Design, Inc.

December 11, 1984

Address 8250 S.W. Tonka
Tualatin, Oregon 97062 Phone 692-4165

x Thomas C. Wheeler Purchaser

Purchaser

C. BUYER'S AND SELLER'S AGREEMENT RE DEPOSIT OF EARNEST MONEY

The Earnest Money deposit in this transaction of $..... in the form stated above shall be deposited in the Client's Trust Account of the ☒ listing Broker, ☒ selling Broker indicated above until this offer is accepted, whereupon the parties agree and direct that such funds be deposited in escrow with Safeco Title Insurance Co. Address 4040 S.W. Douglas Way, Lake Oswego, Oregon 97034 to be held pending closing of this transaction pursuant to the attached escrow instructions.

December 11, 1984

x Thomas C. Wheeler Purchaser ..... Seller

Purchaser ..... Seller

D. AGREEMENT TO SELL

I hereby approve and accept the above sale for said price and on said terms and conditions and agree to consummate the same as stated.

....., 19.....

Seller's Address .... Seller

Phone .... Seller

E. Deliver promptly to purchaser, either manually or by registered mail, a copy hereof showing seller's acceptance.

Purchaser acknowledges receipt of the foregoing instrument bearing his signature and that of the seller showing acceptance.

..... Purchaser

Date .... Purchaser

Copy hereof showing seller's signed acceptance sent buyer by registered mail to buyer's above address. (return receipt requested) on ....., 19..... Return receipt card received and attached to broker's copy ....., 19.....

F. SELLER'S CLOSING INSTRUCTIONS AND AGREEMENT WITH BROKER RE FORFEITED EARNEST MONEY

I, the seller whose signature appears below, agree to pay to said broker a commission amounting to $ ..... for services rendered in this transaction and hereby grant to said broker a lien on the proceeds of the sale to secure payment of said commission. In the event that the buyer's deposit is forfeited pursuant to sub-paragraph 3, above, said forfeited deposit shall be dispersed in accordance with the terms and conditions set forth in the listing agreement, or in the event it is not stated or there is no signed listing agreement, then in the following manner: #this is a co-op transaction between Norris, Beggs & Simpson and Metro-West Realty (50/50)

December, 1984

Seller acknowledges receipt of a copy of this contract bearing signatures of seller and buyer named above.

..... Listing Broker ..... Seller

By .... Seller

NOTE: IF ANY BLANK SPACES ARE INSUFFICIENT, USE S-N No. 810 "HANDY PAD", TO BE SEPARATELY SIGNED BY BUYER AND SELLER.

BROKER'S COPY - FILE IN DEAL ENVELOPE

THIS ADDENDUM IS ATTACHED TO AND A PART OF EARNEST MONEY AGREEMENT #121184
BETWEEN THOMAS WHEELER AS BUYER AND STANLEY C. SPOSITO AS SELLER.

1. Earnest money note to be converted to cash upon sellers acceptance.

2. Earnest money to be placed in an interest bearing account with all interest accrued payable to buyer.

3. Balance of $100,000.00 to be payable in monthly payments of not less than $966.00 which amount shall include principal and interest at the rate of 10% per annum on the unpaid monthly balance. 30 yrs

4. This offer is contingent upon buyer approving all preliminary title documents on or before January 10, 1985.

5. This offer is contingent upon buyer securing all necessary permits and approvals from the City of Tualatin on or befofe March 10, 1985.

6. This offer is contingent upon buyer securing adequate financing on or before March 10, 1985.

7. Any documents pertinent to buyers intended use that may be in sellers possession shall be made available to buyer on or before January 10, 1985. (survey, easement agreements, etc.

8. Washington County transfer tax to be split 50/50 buyer/seller.

9. This earnest money instrument does not guarantee that any particular use may be made of the property described in this instrument. A buyer should check with the appropriate city or county agency to verify approved uses.

10. Seller hereby agrees that the property included in this transaction will include property sufficient to adequate access and egress to/from S.W. Tonka.

11. This offer is being prepared by Mark Gensman an Associate Broker with Metro-West Realty in Tualatin, Oregon.

Buyer_____ Date_____

Seller_____ Date_____

By: Mark D. Gensman

Mark D.Gensman
Associate Broker
Metro-West Realty
8265 S.W. Nyberg Rd.
Tualatin, Oregon
97062

FORM NO. 810 - HANDY PAD
Stevens-Ness Law Publishing Co.
Portland, Oregon 97204

1/01

Grubb&Ellis

September 9, 1987

Mr. Stan Sposito
1243 S.W. Cheltanham
Portland, Oregon 97201

Dear Stan:

Enclosed is the proposal package and offering letter submitted to the United States Post Office for their review in connection with the relocation of the Tualatin facility.

Please retain this package for your files and should you have any questions or comments, please do not hesitate to contact me. Otherwise, I will keep in touch with you as I find out more from the Postal Service regarding this transaction.

Very truly yours,

Mark A. New
Retail Properties Division

MAN:ssh
enclosure

U.S. POSTAL SERVICE

Offer to Sell Real Property

Aug 87

The Undersigned, hereinafter called the Vendor, in consideration of one dollar to me in hand paid, receipt of which is hereby acknowledged, and in consideration of the mutual covenants and agreements herein set forth, hereby makes the irrevocable offer to sell and convey to the United States Postal Service and its assigns, the fee simple title to the following described land, with the buildings and improvements thereon, and all rights, hereditaments, easements and appurtenances thereunto belonging, located in the City of Tualatin County of Washington, State of Oregon bounded and described as follows:

subject to the following rights outstanding in third parties:

See attached Exhibit "A"

Excepting and reserving to the Vendor the following rights and interests: a lease by and between Mr. Stan Sposito as Lessor, and P.M. Mechanik as Lessee

The terms and conditions of this offer are as follows: None

1. The Vendor agrees that this offer may be accepted by the United States Postal Service through any duly authorized representative, by delivering, mailing or telegraphing a notice of acceptance to the Vendor at the address stated below, at any time within Two Hundred Forty (240) calendar days from the date hereof, whereupon this offer and the acceptance thereof become a binding contract.

2. The Postal Service agrees to pay to the Vendor for said land the sum of Three Hundred Fifty Thousand and no/100 ----------Dollars ($ 350,000.00) payable upon approval by the Postal Service of the Vendor's title and execution and delivery by the Vendo of a good and sufficient general warranty deed conveying said land with the hereditaments and appurtenance thereunto belonging to the United States Postal Service and its assigns, in fee simple, free and clear from all lien and encumbrances, except those specifically excepted or reserved above, together with all right, title, and interes of the Vendor in and to any streams, alleys, roads, streets, ways, strips, gores, or railroad rights-of-way abutting o adjoining said land.

3. It is agreed that the Postal Service will defray the expenses incident to the preparation and recordation o the deed to the Postal Service and the procurement of the necessary title evidence.

4. The vendor agrees that all taxes, assessments, and encumbrances which are a valid lien against the land a of the time of conveyance to the Postal Service shall be satisfied of record by the Vendor at or before the transfe of title and, the Vendor will, at the request of the Postal Service and without prior payment or tender of th purchase price, execute and deliver the general warranty deed to the Postal Service and obtain and record suc other curative evidence of title as may be required by the Postal Service. If the Vendor fails to satisfy any suc liens or fails to secure such curative evidence as required the Postal Service may pay said liens and cure such defect and deduct any cost incurred from the purchase price of the land. Taxes for the current year are to be pro-rate as of the date of closing.

5. The Vendor agrees that loss or damage to the property by fire or acts of God shall be at the risk of the Vendor until the title to the land and deed to the Postal Service have been accepted by the Postal Service through its duly authorized representative or until the right of occupancy and use of the land, as hereinbelow provided for, has been exercised by the Postal Service; and, in the event that such loss or damage occurs, the Postal Service may, without liability, refuse to accept conveyance of the title or it may elect to accept conveyance or title to such property, in which case there shall be an equitable adjustment of the purchase price.

6. The agents, employees or representatives of the Postal Service shall have the right, during the period of the offer, subject to the use made of the premises by the Vendor to enter upon the said premises for the sole purpose of inspecting the same and making test borings, plans and topographical surveys in connection with the Postal Service's contemplated use of the premises. The Postal Service, at its expense shall promptly restore the property of the Vendor to its original condition in accordance with good engineering practices.

7. Possession of the property shall be delivered to the purchaser on the day the sale is consummated unless a different possession date is herein specified.

8. The Vendor agrees not to rent, lease or otherwise increase tenancy on any portion of the property subsequent to execution of this Offer to Sell Real Property.

9. It is agreed that the spouse, if any, of the Vendor, by signing below, agrees to join in any deed to the Postal Service and to execute any instrument deemed necessary to convey to the Postal Service any separate or community estate or interest in the subject property and to relinquish and release any dower, curtesy, homestead, or other rights or interests of such spouse therein.

10. The Vendor represents and it is a condition of acceptance of this offer that no member of or delegate to Congress, or resident commissioner, shall be admitted to or share any part of this agreement, or to any benefits that may arise therefrom; but this provision shall not be construed to extend to any agreement if made with a corporation for its general benefit.

11. The Vendor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business. For breach or violation of this warranty the Postal Service shall have the right to annul this contract without liability or in its discretion to deduct from the price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee. (Licensed real estate agents or brokers having listings on property in accordance with general business practice, and who have not obtained such licenses for the sole purpose of effecting this contract, may be considered as bona fide employees or agencies within the exception contained in this clause.)

12. The terms and conditions aforesaid are to apply to and bind the heirs, executors, administrators, successors, and assigns of the Vendor.

13. All terms and conditions with respect to this offer are expressly contained herein and the Vendor agrees that no representative or agent of the Postal Service has made any representation or promise with respect to this offer not expressly contained herein.

14. Legal title is held as follows: (Show whether joint tenants, tenants in common, tenants by the entirety, etc.) Stanley C. Sposito

15. The following paragraphs were added or deleted before execution:

Signed, Sealed, and Delivered this 13th Day of August , 19 87

Witnesses**

Vendor(s)*

_____ _____ (Seal)
(Vendor)
Mr. Stanley C. Sposito

_____ _____ (Seal)
(Spouse of Vendor)

_____ _____ (Seal)
(Vendor)

_____ _____ (Seal)
(Spouse of Vendor)

Notice of acceptance of this offer is to be sent to:

Mr. Mark A. New, Grubb & Ellis Company, 1001 S.W. Fifth Avenue,
(Name, street number, city, state, and ZIP+4)

Suite 700, Portland, Oregon 97214-1196 503/241-1155
(Telephone No.)

Acceptance of Offer to Sell Real Property

Date:

The offer of the Vendor contained herein is hereby accepted for and on behalf of the United States Postal Service.

_____
(Name)

Witness:** _____ _____
(Title)

_____
(Address)

*Identify each signature as to Vendor or spouse. If property is located in a state providing dower rights the offer must be signed by the spouse. If unmarried, owner's legal marital status must be indicated. If property is in an estate or owned by a corporation, evidence of authority of the signatories must accompany the offer. This offer must be acknowledged as required by state statutes.

**This space will be used for witnesses to signatures if required by State law.

900 LIGHT MANUFACTURING M-3

901 PURPOSE

The purpose of this district is to provide sites for heavy commercial and light manufacturing activities requiring light machinery, under controls which will allow them to be located in close proximity to commercial and residential areas.

902 PERMITTED USES

No building, structure or land shall be used and no building or structure shall be hereafter erected, altered or enlarged in this district except for the following uses:

Any of the following uses to be conducted wholly within a completely enclosed building except for off-street parking and loading. Any open storage to be clearly incidental to the primary use and shall be enclosed with a sight-obscuring fence not less than six (6) feet nor more than seven (7) feet in height unless otherwise specified by the City Council.

Group A

Assembly of electrical appliances, electronic instruments and devices, radios, phonographs, television, including the manufacture of small parts only, such as coils, condensers, transformers and crystal holders.
Assembly (only) of metal products.
Book bindery.
Dairy products, manufacture of (other than creamery).
Gloves, manufacture of.
Laboratories: experimental, dental, medical, photo, or motion picture research or testing.
Manufacture of pottery and figurines or other similar ceramic products, using only previously pulverized clay.
Manufacture of musical instruments, toys, novelties, or rubber or metal stamps.
Manufacture of optical goods, scientific and precision instruments and equipment.
Manufacture of artificial limbs, dentures, hearing aids, surgical instruments and dressings, and other devices employed by the medical and dental professions.
Medicines, the manufacture of.
Public service and utility.
Any other use held similar to the above uses, as approved by the City Council.

Group B

Automobile painting and upholstering.
Boat building (small).
Creamery.
Feed and seed store.
Laundry or dry cleaning plant.
Lumber yard.
Manufacture, compounding, processing, packaging or treatment of such products as bakery goods, candy, cosmetics,

setbacks as stated herein, shall be increased where such yard or setback abuts a street having insufficient right-of-way width to serve the area. The City Council shall determine the necessary right-of-way widths and the additional yard or setback requirements in such cases.

905 HEIGHT

The maximum height of any structure shall be three (3) stories or forty-five (45) feet.

906 LOT COVERAGE

There shall be no maximum lot coverage in this district.

907 MAXIMUM FLOOR AREA

The gross area devoted to the conduct of any individual use together with its accessory uses, shall not exceed ten-thousand (10,000) square feet if within one-hundred (100) feet, plus the width of intervening streets, of an R or A zone.

908 OFF-STREET PARKING AND LOADING

Off-street parking and loading shall be provided as required in Section 1100.

909 ACCESS

All lots in this district shall abut a public street.

910 SIGNS

Refer to Sign Ordinance #133.

911 ACCESSORY BUILDINGS

1. Separate permits shall not be issued for the construction of any type of accessory building prior to that of the main building.

2. A detached accessory building shall not encroach upon the required yard or court of any other building on the same lot.

3. Any attached or detached accessory building shall maintain the same yards and setbacks as the principal use.

912 PERFORMANCE STANDARDS

1. Smoke and Particulate Matter

It is the intent of this section to provide standards which, regardless of the intensification of industrial activity, will avoid creation of nuisance conditions and will maintain area standards under which the particle fallout rate will not exceed fifteen (15) tons per square mile per month, suspended particulate matter will not exceed one-hundred and fifty (150) micrograms per

4. Odors

The emission of odors in such quantities as to create a nuisance condition at any point beyond the property line is prohibited.

5. Heat and Glare

A. Except for exterior lighting, operations producing heat or glare shall be conducted entirely within an enclosed building.

B. Exterior lighting shall be directed away from adjacent properties.

6. Insects and Rodents

All materials including wastes shall be stored and all grounds shall be maintained in a manner which will not attract or aid the propagation of insects or rodents or create a health hazard.

7. Materials and Equipment Storage

A. The open storage of materials and equipment is permitted only under the following conditions:

(1). The storage must be in an area contained by opaque fence or sight obscuring screening at least six (6) feet high but not more than ten (10) feet high.

(2). No materials or equipment may project above such fence.

(3). All other standards of this section shall apply.

B. Boundary Fences - Fencing will be allowed inside of boundary planting screen and where it is necessary to protect property of the industry concerned or to protect the public from a dangerous condition with the following provisions:

(1). No fence shall be constructed in the required setback from the public road right-of-way.

(2). Fences shall be of open wire mesh or similar open construction.

8. Drainage

All drainage permitted to discharge into a street, gutter or permitted cause to enter, or allowed to flow into any pond, lake, estuary, stream or other natural water course shall be limited to surface waters or waters having similar characteristics.

Gravel mining or rock crushing.
Greenhouses.
Governmental Structures: City, County, State, Federal.
Moving of buildings.
Public Utility.
Radio and T. V. transmitters.
Railroad right of way.
Veterinary or animal hospital.

915 PROHIBITED USES IN M-3 DISTRICTS

All R or A uses.
All commercial uses except as hereinabove permitted.
Structures or uses of land not specifically mentioned in the foregoing chapter.
The use of automobile trailer houses as a residence.
New residences

916 ADDITIONAL REQUIREMENTS AND CONDITIONS

1. Any property within this industrial district which abuts a residential district either single or multiple family, shall have a fifty (50) foot building setback in yards facing the residential district. In this setback area, an evergreen landscape area shall be provided and maintained in accordance with the plot plan presented to and approved by the City Planning Commission and the City Council. Maintenance of this landscape area shall be perpetual and in a manner to present a pleasing character to the property.

2. Properties abutting a residential district shall be subject to special building permit controls for a distance of two-hundred (200) feet from the boundary of a single family residential district or for a distance of one-hundred (100) feet from the boundary of a multiple family residential district. Applications for building permits shall be accompanied by information needed to satisfy the building code, plus the following:

   A. A plot plan of the property showing the location of all present and proposed buildings, including setback and landscape as required above, and drives, parking lots, additional landscaping, waste disposal fields, and other construction features on the property, and all buildings, streets, alleys, highways, streams and other topographical features outside of the property for one-hundred (100) feet from the property lines.

   B. A description of the industrial operations proposed in sufficient detail to indicate the effects of those operations carried out in the buffer area, in producing traffic congestion, noise, toxic or noxious matter, vibrations, odors, heat, glare, air pollution, wastes and other objectionable effects.

   C. Engineering and architectural plans for the disposal of sewage and industrial wastes and for the handling

CITY OF TUALATIN
18880 SW MARTINAZZI AVE. PO BOX 369
TUALATIN, OREGON 97062-0369
(503) 692-2000

MAY 12 1988

May 11, 1988

Mr. Gary Bisaccio
1020 SW Taylor
Suite 350
Portland, Oregon 97205

REFERENCE: Equipment Rental on Sposito Property
Tax Map 2S1 24CD - Tax Lot 1700

Dear Mr. Bisaccio:

Enclosed is the letter from Jim Jacks regarding the staff interpretation of equipment rental in a CG Planning District. If you wish to pursue an appeal of this question, you should request another letter from Mr. Jacks with your specific questions.

I have also enclosed the zoning map and the M-3 Zoning District from the 1971 Tualatin Plan. M-3 appears to be the zone which applied to Stan Sposito's property at that time.

Let me know if there are any further questions that I can answer concerning this matter.

Cordially,

Janet Young

Janet Young
Economic Development Coordinator

JY/jn

ENCLOSURE

cc: Jim Jacks

CITY OF TUALATIN
18880 SW MARTINAZZI AVE. PO BOX 369
TUALATIN, OREGON 97062-0369
(503) 692-2000

February 16, 1988

RE: CODE INTERPRETATION--EQUIPMENT RENTAL AT VACANT MOBIL STATION, 17999 SW HAZELFERN (TAX MAP 2S1 13DC, TAX LOT 500)

Dear .:

Thank you for your interest in considering Tualatin as a location for a new rental store. As you know, the rental store at the corner of 63rd and Lower Boones Ferry Road recently went out of business with a resultant inconvenience to residents in Tualatin, Tigard and Lake Oswego.

The Planning Department is in receipt of a letter dated February 8 and nine 4 x 6 and nine 3.5 x 5 color pictures. Your letter refers to Chapter 54, the General Commercial (CG) District of the Tualatin Development Code, and discusses equipment rental uses. Although the letter contains no specific request, it does state "...a review of the enclosed material should be conducted without a delay" (p. 2). Based on our phone conversations of the last week or two, I assume the question the Planning Department should respond to is, "Does the CG District allow an equipment rental use, such as , at the old Mobil gas station site on Hazelfern in Tualatin?" The subject property is in the CG District.

Based on your stationery, the motto of is, It seems clear that some items shown in the pictures would be appropriate rental items in the CG District. These could be things such as are shown in the "Party Time Rentals" picture which shows party items, china, glassware, etc., and the rubber raft shown in another picture. Other items, however, are of a different character and are the subject of the remainder of this letter.

As indicated previously on the telephone, the CG District does not permit rental of construction machinery such as discussed in the letter. The proper districts are the Light Manufacturing (ML) and General Manufacturing (MG) Districts which permit "Tool and Equipment Rental" per Sections 60.020(17) and 61.020(1), respectively.

The pictures enclosed with the letter show machinery such as brush chippers, scissor scaffolds, small tractors with front end loader capability and rear end power take off capability, trenchers, pavement cutters, rotary concrete trowelers, rototillers, contractor-type space heaters, nonmotorized forked lifts, motorized fork lifts, combination equipment with simultaneous rear trencher and front blade capability and utility trailers (5 x 8 foot bed--1000 lb. capacity). These pieces of machinery are generally wheeled vehicles that are either towed or self propelled. They are not hand held or able to be carried by a person. They also are generally for the purposes of professional contractor projects and larger jobs or a series of jobs such as the landscaping of yards at several new homes in a new subdivision.

The CG District permits as an outright use "Rental of various small equipment, tools and devices" [Section 54.020(2)(p)]. The Planning Director's interpretation is that the types of machinery shown in the pictures are not within the meaning of the terms "small equipment, tools and devices." The machinery shown in the pictures would be within the meaning of the term "Tool and Equipment Rental" which is permitted outright in the ML and MG Districts.

The CG District focuses on "small" equipment, etc. which is interpreted to mean hand held and transportable by hand. It refers to items rented by homeowners, oftentimes, such as hand held electric circular saws and electric "snakes" to clear septic lines, rather than contractor's equipment such as concrete cutters, powered scissor scaffolds, self-propelled trenchers, etc. The machinery pictured is designed for the professional contractor and larger jobs.

The Purpose Statement of the CG District states in part, "Automotive uses that use large amounts of land, such as automotive, truck and machinery sales and rental, are not appropriate uses in this district" (Section 54.010). The list of permitted uses follows-up on the purpose statement by allowing the rental of only small equipment, tools and devices. As stated above, the Planning Department's interpretation is that the equipment shown in the pictures is not "small" within the context of the Code's language.

The February 8 letter contends that in the CG District "...a rental center could include limited inventories of some of the following:

1. Small to medium sized service and delivery trucks.
2. Landscaping equipment up to 25 H.P., tractors, front-end loading equipment, trenchers and power plows (trenchers) for underground sprinkling systems.
3. An enclosed area to clean and repair."

Based on the Code's listing of permitted uses (which reflects the purpose statement of the CG District) and the above discussion, No. 1 is clearly not permitted in the CG District. The rental of small to medium sized service and delivery trucks is not listed as a permitted or conditional use. The ML District allows No. 1 as a conditional use, for example, "Automobile sales, service and rental" and "Truck sales, service and rental" [Sections 60.040(1)(a) & (p)].

Again, based on the Code and the above discussion, No. 2 is clearly not permitted in the CG District. As explained above, the CG District allows "small equipment, tools and devices" (emphasis added). The machinery identified in No. 2 does not fit within the list of uses permitted in the CG District.

No. 2 mentions "Landscaping equipment up to 25 h.p." It is not clear where the term "landscaping equipment" comes from. Such term is not listed in the CG District. It is not clear where the "25 h.p." figure comes from, but it is possible the Code was misread because the CG District allows "Lawn and garden tractor sales (not exceeding 25 h.p.)." Such sales, which are typically to homeowners for lawn and garden care rather than to contractors for professional construction activity, are clearly not a rental activity and cannot be used to justify the rental of such equipment in the CG District.

No. 3 is not an issue as a cleaning/repair area is an auxiliary on ancillary activity tied to the primary use. If rental of the above-described machinery is not permitted, then the cleaning/repair area is a moot issue.

In summary, the CG District allows the rental of various small equipment, small tools and small devices. These are items that are hand held or are able to be carried by a person. Bigger items for the professional contractor such as those listed in the February 8 letter from are permitted in the ML and MG Districts under the category of "Tool and equipment rental" [Section 60.020(17) and 61.020(1)].

Should you have any questions or concerns regarding this interpretation, please call me at 692-2000.

This is an interpretation of the Tualatin Development Code and is a decision by an administrative officer which, in accordance with Section 31.090(1) is final unless a petition for review from an aggrieved party filed in the office of the City Recorder not more than 15 days from the date of such decision. If such an appeal is desired, an appeal fee of $75.00 must accompany the letter of appeal and the letter must conform to the requirements of Section

31.090. Should you desire to receive a copy of Section 31.090, please call me at the above number.

Sincerely,

James F. Jacks, AICP
Planning Director

/jb

cc: City Manager
City Attorney
City Engineer
Building Supervisor
Economic Development Coordinator
Project Planner

file: Interpretation
17999 SW Hazelfern Road

LAW OFFICES
JOSEPH, BABENER & CARPENTER
ONE MAIN PLACE, SUITE 600
101 S. W. MAIN
PORTLAND, OREGON 97204-3235
TELEPHONE (503) 226-6600
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THOMAS P. JOSEPH, JR.
JEFFREY A. BABENER*
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CHRISTOPHER C. S. BLATTNER
MITCHELL A. GOLDSTEIN
SALLY HOLT CAPLAN

OF COUNSEL
LEONARD D. DUBOFF**
PROFESSOR OF LAW
LEWIS & CLARK LAW SCHOOL

ALSO MEMBER OF
* CALIFORNIA BAR
** NEW YORK BAR

August 31, 1988

HAND DELIVERED

Mr. Gary Bisaccio
1020 S.W. Taylor, Suite 350
Portland, OR 97205

Re: Andersen Oregon Rental, Inc.
Our File No. 13966-1

Dear Mr. Bisaccio:

This document is intended to be a binding letter of intent if it is countersigned by both Paul Moody or assigns and Stan Sposito in the spaces provided below.

1. Mr. Sposito shall lease to Paul Moody or assigns the following described real estate:

Tax Lot 1700 on Washington County Assessor's Map No. 2 S1 24 CD; also known as the street address 8250 S.W. Tonka Street Tualatin, Oregon.

This real estate is approximately 1.2 acres in area. It is cyclone fenced and it contains a three-story barn.

2. The lease term shall be March 1, 1989, through February 28, 1994, with three five-year options to renew.

3. The rent for the first three years shall be $3,000.00 per month, quadruple net. The rent for the second two years of the term shall be $3,500.00 per month, quadruple net.

4. The amount of rent increase for the second and subsequent five year periods (if lessee exercises its options) shall be negotiated by lessor and lessee. If the parties cannot agree on the amount of rent increase for the property, the issue shall be resolved by arbitration.

5. Lessee shall have a 30 day right of first refusal to purchase the property if lessor elects to sell.

6. Lessee shall take reasonable steps to protect the

grandfathered rights of Lessor to maintain trucks and equipment on the property.

7. The parties shall enter into a written lease of the property. The terms of the lease shall be consistent first with the terms of this letter, and second with Stevens-Ness business property lease form number 812, a copy of which is attached hereto and incorporated herein. Otherwise, standard terms and practices shall be used.

8. This binding letter and the written lease to be entered into between the parties shall be contingent upon and subject to the following conditions and limitations. Lessee and lessor agree that the parties either jointly or lessee severally shall apply to the City of Tualatin for and shall make a diligent effort to obtain permission to operate on the above described property a rental business for items including but not limited to the following: equipment, tools, tractors, trailers, generators, pumps, air compressors, demolition hammers, and health and painting equipment, of various sizes and/or horsepower. Such permission shall include authorization by all of the appropriate city and county agencies including, but not limited to, those responsible for the issuance of business licenses and those responsible for implementing the applicable fire codes, Planning District Standards and Development Code provisions. In the event that the authorization or license to conduct such a business is not granted by December 31, 1988, the parties are under no further obligation under the terms of this letter or under any lease entered into between them regarding aforesaid property.

If the foregoing terms are acceptable to Mr. Sposito, please have him countersign this letter below and return the original to me.

Very truly yours,

Thomas P. Joseph, Jr.

Agreed to and approved this 31 day of August, 1988.

Paul Moody

Agreed to and appoved this _____ day of _____, 1988.

Stan C. Sposito

8/88
w/GF

LAW OFFICES
JOSEPH, BABENER & CARPENTER
ONE MAIN PLACE, SUITE 600
101 S. W. MAIN
PORTLAND, OREGON 97204-3235
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ALSO MEMBER OF
* CALIFORNIA BAR
** NEW YORK BAR

August 31, 1988

TRANSERV

Mr. Gary Bisaccio
1020 S.W. Taylor, Suite 350
Portland, OR 97205

Re: Andersen Oregon Rental, Inc.
Our File No. 13966-1

Dear Mr. Bisaccio:

Enclosed please find a letter of intent for review by Stan Sposito, a Business license application to be filled out and signed by Mr. Sposito, and a check in the amount of $50.00 as filing fee.

If the business license application meets with Mr. Sposito's approval, please forward the application with the check to the City of Tualatin.

If you have questions concerning any of the above please do not hesitate to contact me.

Very truly yours,

Sally Holt Caplan

SHC/5-37/dp

Enclosures

CITY OF TUALATIN
18880 SW MARTINAZZI AVE. PO BOX 369
TUALATIN, OREGON 97062-0369
(503) 692-2000

1 - 10 employees - $ 5
11 - 50 employees - $10
Over 50 employees - $20

BUSINESS LICENSE APPLICATION

Please fill out and return with remittance

Name of Business Paul Moody Phone none as of yet

Business Street Address 8250 S.W. Tonka Street Phone none as of yet

Business Mailing Address 8250 S.W. Tonka Street, Tualatin Oregon 97062
(street) (city) (state) (zip)

Type of Business Rental of small equipment.

Number of employees ---6---- (include the number of part time and/or full time employees working within the City of Tualatin. The business owner or operator is considered an employee.)

Business Owner or Operator's Name Paul Moody

Title _____ Phone _____

Name of Property Owner _____ Phone _____

Address of Property Owner _____
(street) (city) (state) (zip)

Person to contact in emergency Paul Moody Phone 281-1151

Hazardous Material Stocked none
(Propane, Petroleum Products, Acetone, Resin, Plastics in Quantity)

Do you have permanent business facilities (owned, rented or leased) inside the City limits of Tualatin? no

If so, tax map & lot number(s) of property _____

Planning District _____ Is the property located in the Core Area Parking District? _____

Is this a new license or renewal? **(circle one)**

I hereby certify that the information contained herein is true to the best of my knowledge. I hereby agree to abide by the ordinances of the City of Tualatin and to correct any hazards or violations as they may pertain to the above business. Issuance of this license does not guarantee that the use conforms to City of Tualatin land use requirements.

Paul W. Moody _____
Signature Date

Property Owner Date

License No. _____ Date Issued _____ ACKNOWLEDGEMENT BY:

Amount Paid $_____ Receipt No. _____ Building Department _____

This License Expires _____ Planning Department _____

Contractors and Businesses in Core Area Parking District, please complete page 2.

CITY OF TUALATIN
18880 SW MARTINAZZI AVE. PO BOX 369
TUALATIN, OREGON 97062-0369
(503) 692-2000

October 28, 1988

Ms. Sally Holt Caplan
One Main Place, Suite 600
101 SW Main
Portland, OR 97204-3235

RE: INT-88-01--REQUEST FOR INTERPRETATION--SECTION 54.020(2)(p), TUALATIN DEVELOPMENT CODE, RENTAL OF VARIOUS SMALL EQUIPMENT, TOOLS AND DEVICES IN GENERAL COMMERCIAL (CG) PLANNING DISTRICT

Thank you for your letter of September 21, 1988, wherein your client, Mr. Paul Moody of Anderson Oregon Rental (5413 NE Columbia, Portland 97218, 282-1313) attempts to "...clarify... the type of equipment, tools and devices he proposes to rent." Although the letter does not specifically state what Mr. Moody proposes to rent, it does indicate the rental of "...various small equipment, tools and devices" is desired. You have asked for an interpretation of the Tualatin Development Code and specifically whether your clients intended use is permitted.

BACKGROUND

The subject property is at 8250 SW Tonka Street. It is in the General Commercial (CG) Planning District. The owner is Mr. Stan Sposito.

A meeting occurred on September 15, 1988, attended by me, Janet Young and Messers. Sposito, Moody and Bisaccio. The meeting revolved around what the word "small" meant when used in Section 54.020(2)(p) to describe the permitted rental of equipment. It was agreed Mr. Moody would request an interpretation of the Code in writing and the Planning Department would respond.

This request does not involve the rental of cars or trucks as their rental is specifically permitted in the Light Manufacturing (ML) District. The rental of trailers is addressed in this interpretation as an item that is incidental to the rental of equipment.

REQUEST

What is meant by the word "small" in the permitted use of Rental of Various Small Equipment, Tools and Devices in the CG District [Section 54.020(2)(p)]? The focus is on the word "small" because the ML District allows as a permitted use the rental of any size of tools and equipment [60.020(17)] whereas the CG District limits the size to "small equipment, tools and devices."

DISCUSSION

Answering the question, What is small, is very difficult. Webster's New Collegiate Dictionary (G & C Merriam Co, 1977) defines small as "having comparatively little size or slight dimensions; and little in an objectively measurable aspect (as quantity, amount, or value).

Clearly, the dictionary does not provide an answer that can be directly related to equipment, tools and devices. Some knowledge of equipment, etc. and the rental industry is needed.

The rental service industry is very diverse. Individual tools such as hammers and socket sets as well as backhoe loaders weighing over 20,000 lbs. (10 tons) can be rented. The following is a list of the categories of rental items from U-Haul's 1986-87 catalog:

audio/video eq.
automotive & mechanical tools
builders tools & eq.
concrete & masonry eq.
floor & carpet eq.
guest, infant & pet eq.
heating & cooling eq.
heavy construction eq.
home health care eq.
ladders & scaffolding
lawn & garden eq.
materials handling eq.
painting & wallpaper eq.
party goods
plumbing & electrical tools
recreation equipment
trucks, trailers
cartop carriers
bumper hitches, tow bars

Within each category there can be great diversity in the size, weight, function and skill needed to operate each item. The automotive category, for example, includes 14" high jack stands to support a car as well as a towable engine hoist weighing over 350 lbs. with a lifting height of 96" (8') and capable of lifting a 2,000 lb. engine out of a vehicle. The concrete category includes a hand trowel as well as a towable concrete mixer. The heavy equipment category includes hand operated soil compactors and front end loader/backhoes up to 60 horsepower and tracked excavators (steam shovels).

What guidance is available to help answer the question, What is small? One obvious possibility is the Tualatin Development Code. There is no definition for the words, "equipment," "tools," "devices" or "small." There are three cases in the Code's definition section where the word small is used as an adjective.

Section 1.020 defines Small Lot as "Any lot with an area less then 7,000 square feet," and Small Lot Subdivision as "A subdivision containing lots of a size smaller than 7,000 sq.ft." Section 31.060 defines Small Animal as, "A domestic animal, such as a dog, cat, rabbit, or guinea pig, accepted by the American Veterinary Medical Association as a household pet." These definitions are not helpful because lot size and animal size do not logically relate to equipment, etc. rental.

There are several instances outside the definition sections where the word "small" is used. Section 53.050(11) of the Central Commercial District lists a conditional use, "Veterinary Clinic" with practice limited to small animals. Section 54.065(7)(f) of the General Commercial District lists a development standard for gas stations with the word "small" in it. It states:

> The storage and display of merchandise such as tires and batteries offered for sale shall be conducted in the station building. However, small items such as oil and windshield wiper blades may be displayed outside the building.

Section 60.020(13)(d & e) of the ML District lists two permitted uses with the word small (the manufacture of small generators and small electric motors). Also permitted are "Metal Casting (small)" [60.020(14)]; the "processing, assembly, packaging and other treatment of small products manufactured from the following previously prepared or semi-finished materials: bone, hair, fur..." [60.020(23)]; the "assembly and packaging of small electrical appliances, such as radios, televisions, photographs, office machines, and including the manufacture of small parts for such appliances" [60.020(24)]; and the "molding of small products from metal or plastic" [60.020(27)].

These Code sections give a general idea of what small is, but are only an approximation and they are not specifically related to, nor are they directly linked to tools, devices and equipment. There is some benefit, however, in looking at these references because they are examples from the Code of the use of the word small. Two of the references (small lots and animals) should be ignored because this interpretation does not deal with either land or animals. Most of the remaining references mention small electric generators and motors, castings and products, but there is no objective way to know what small means. Two references do list examples to show what is meant by small. Gas stations can display small items such as oil and wiper blades outdoors and small electrical appliances such as radios, TVs, photographs and office machines may be assembled in the ML District. These are the only specific references to the word small in the Code that give examples of what small is.

The Purpose Statement for the CG District states in part, "Automotive uses that use large amounts of land, such as automobiles, truck and machinery sales and rental, are not appropriate uses in this district" (54.010). Based on the purpose, new and used car and truck sales and rental are not

permitted in the CG District. They are permitted conditionally in the ML District [60.040(1) (a & r)]. It is clear that land expansive uses like auto-truck-machinery sales and rental are not permitted in the CG District. The rental of "small" equipment is consistent with the purpose statement, whereas the rental of large equipment is not.

In addition to the Purpose Statement, the CG District allows as a permitted use "Any use permitted outright in the Central Commercial Planning District as provided in Section 53.020 of the Planning District Standards" [54.020(1)]. Section 53.020 requires all permitted outright uses to be "...conducted wholly within a completely enclosed building." Further, the CG District allows as conditional use "Any conditional use permitted in a Central Commercial Planning District, as provided herein by Section 53.050" [54.030(1)]. Section 53.050 lists "Outside storage and sales" as a conditional use. It is a conditional use in the CG District also per 54.030(1).

The Code includes some additional guidance, although it is not as direct as the two examples above because the word small is not included. The CG District allows the retail sale of "lawn and garden tractors (not exceeding 25 h.p.)." No mention is made, however of whether or not lawn and garden tractors from 1-25 horsepower are considered small, medium or large, although one may infer that a lawn and garden tractor exceeding 25 h.p. would be larger than is permitted. It is not possible to directly transfer the 25 h.p. limit to the rental of devices, tools and equipment. It would appear that a 25 h.p. or larger lawn and garden tractor would be considered large and would not be consistent with small equipment.

Sears lawn and garden tractors begin with lawn tractors at 10 - 14 h.p. and go up to yard tractors at 16 h.p. and top out with garden tractors at 18 and 20 h.p. Similarly, John Deere products begin with 6-12.5 h.p. riding mowers (400 lbs.) and go up to 9-17 h.p. lawn tractors (500 lbs.) and top out with 14-20 h.p. garden tractors (750 lbs.). The next step up for Deere is a farm tractor which is not in the same category as lawn and garden tractors.

The size of most lawn and garden tractors which I have examined tops-out at 20 h.p. This size, based on horsepower, provides a useful guide to help determine what constitutes small equipment and can be transferred to other types of equipment.

FACTORS TO CONSIDER

When considering what small is, some basis for the determination must be identified. Many factors have been reviewed. Height could be used, but it does not adequately address the diversity of items that can be rented. For example, if the height of a human is used, say 6 feet, then something as minor as a 7-foot stepladder could not be rented, but a piece of equipment such as a limited size steam roller of about 4 feet in height with

18-inch high rollers and weighting 2-3 tons would be permitted. Similar inconsistent results occur when width or volume are used. A different factor could be tried, such as whether the item is used indoors or outdoors, or whether the item is used by homeowners or contractors. But again, such factors do not work well, given the diversity of items rented. The tie between being classified as small because it is used indoors and big because it is used outdoors is not very direct. Some items such as ladders are used inside and outside and many items used exclusively outside would be considered small by a reasonable person. Many items are used by both homeowners and contractors.

The underlying problem with all of the above factors is a line must be drawn and there appears to be no logical demarcation based on a person's height, its weight, use indoors versus outdoors or whether a homeowner or a contractor uses it.

One possible factor is whether the item is stored inside or outside. It is related to the Purpose Statement in 54.010. Automotive uses, such as car and truck sales and rental, are characterized by outside storage and are not permitted in the CG District. On the other hand the sale of items smaller than cars and trucks, such as lawn and garden tractors and motorcycles, which rely on indoor storage are permitted.

FACTOR SELECTED

This interpretation is based upon horsepower. In defining "small," the hundreds of items in the category of hand held tools, including compressed air and electrically operated items such as circular saws and nailing guns, are considered small. They are small based on common knowledge related to their use, function and size compared to other tools, devices and equipment. Larger items such as air jacks for breaking up concrete, single foot compactors (gas powered "jumping jacks"), concrete saws, industrial rug cleaners, 42" floor fans, etc., are, by their use and function still in the small category. Many other items that are powered by gas or electrical motors or compressed air and operated by hand are also small. Examples are power trowels for finishing concrete; tampers, plate compactors and walk-behind vibratory rollers; and walk-behind trenchers for narrow ditches.

The demarcation point becomes fuzzy as larger items, self-propelled equipment, for example, are reviewed. Some self-propelled vehicles such as riding lawn mowers are powered by a 10-15 h.p. motor, but others such as backhoe/loaders can range from as little as 15 h.p. weighing 2,450 lbs. up to 112 h.p. weighing 20,500 lbs.

The CG District allows the sale of lawn and garden tractors not exceeding 25 h.p. Although the sale of lawn and garden tractors is not directly related to the rental of small equipment, tools and devices, there is a relationship between them, since the right to use is being transferred for value, either permanently

or temporarily. The Code does not indicate if lawn and garden tractors not exceeding 25 h.p. are small, medium or large, but it is clear that any equipment, tools or devices for rent must be small. The industry standard for lawn and garden tractors tops out at about 17 and 18 h.p. with some at 20 h.p. A lawn and garden tractor rated at 25 h.p. is, for the purposes of this interpretation, not considered to be small. A rating of 20 h.p. is considered to be small, thus equipment for rent, not exceeding 20 h.p. would also be small.

The 20 h.p. standard would allow the rental of small equipment such as lightweight backhoe/loaders. Several companies make backhoe/loaders with 20 h.p. or less engines. They include Dig It (14-18 h.p.), Garden Way (15 h.p.), Kubota (12.5 h.p.) Takeuchi (14.5 h.p.) and Terramine (18-20 h.p.) (Rental Equipment Register, July 1988, p. 74). Skid-steer loaders are also available at less than 20 h.p. They include Austoft (as low as 3 h.p.), Case (18 h.p.), Ford New Holland (18 h.p.), Kinsey Equipment (18 h.p.), Leon Ram/Ramrod (14 h.p.), Melroe (15 h.p.) and Prime Mover (18 h.p.).

The 20 h.p. limit would prohibit the rental of certain compaction equipment such as ride-on rollers weighting several tons. "Downsizing is prevalent in the roller market, especially in the case of the ride-on units" (Rental Equipment Register, July 1988, p. 89). For example, the Eager Beaver model SRH300 2-3 ton asphalt roller operates from a 23 h.p. gas engine (ibid., p. 92). The roller would also appear to be inconsistent with the CG Purpose Statement.

INTERPRETATION

The word small as used in Section 54.020(p) is interpreted to mean equipment, tools and devices up to and including those items with 20 h.p. motors.

In consideration of the above interpretation, it should be noted that an integral part of renting equipment is the provision of trailers to transport the items. Trailers are not considered to be equipment, tools or devices. The rental of equipment is considered to be the primary use and trailer rental is secondary or incidental to the primary use. The rental of trailers as a primary use is permitted conditionally in the ML District as is the rental of cars [60.040(l)(a)] and trucks [60.040(l)(p)].

Given the ancillary nature of trailers, their size need not exceed what is required to haul small equipment. A gross trailer weight rating of 4000 pounds would be adequate to transport small equipment. The trailers would not need to be covered or enclosed because the equipment to be hauled is all-weather and durable.

APPEAL

As provided by Section 31.070(4) of the Tualatin Development Code, this interpretation of Code provisions may be appealed to the City Council. Such an appeal may be in the form of a letter and must be filed no later than 10 city business days after the date of the decision (no later than 5:00 p.m., November 14, 1988) with the office of the City Recorder. A fee of $100.00 payable by check to the City of Tualatin must accompany the letter of appeal.

Should you have questions concerning this interpretation, please call me at 692-2000.

Sincerely,

James F. Jacks, AICP
Planning Director

/jb

cc: City Manager
City Attorney
City Engineer
Redevelopment Director
Economic Development Coordinator
Planners
Gary Bisaccio
file: INT-88-01, 54.020(2)(p)
8250 SW Tonka

5-12-95

Lunch Conference with Doug Johnson

Don't Worry about it. Tell Stan not to worry.
Wants about 30 days
Henry offered $3400. Too little under circumstances of unusability of some of his property
4000±! Tuttle Company offered $1000
Feels worth $5,600 - Won't hold us up.
If had approvals would cut deal w/Henry now
If had house sold would cut deal w/Henry now
Needs bargaining power - Re balloon pmt

City wants barn down
Doug wants barn down
Rent will go up for Paul in 4-5 years
City will find Paul suitable alternative location
City will help arrange for proper timing
City will Commit to prior agreements
What else would city be pleased to do for us.
Would City Fathers want to miss a golden opportunity to get rid of the barn?

5-16-95 Call with Allard
Has keeper for Robinson's site.

CITY OF TUALATIN

PO BOX 369
TUALATIN, OREGON 97062-0369
(503) 692-2000
TDD 692-0574

SITE COPY

This drawing is to be kept on the Building Site at all times

CITY OF TUALATIN

APPROVED PLANS

PERMIT NO. 9779-97 DATE: Dec. 31ST 197

ADDRESS: 8250 SW TONKA

APPROVED BY: Jerry D. Wade

FAILURE TO KEEP THE PLANS AT THE SITE WILL RESULT IN NO INSPECTIONS BEING CONDUCTED AND SUBJECT TO A RE-INSPECTION FEE.

LOCATED AT: 18880 SW Martinazzi Avenue

BUILDING PERMIT APPLICATION

CITY OF TUALATIN

P.O. BOX 369 18880 SW MARTINAZZI AVE.
TUALATIN, OREGON 97062
(503) 692-2000

Plan Check no. 9779-97
Receipt No. _____
Date Received 10-17-97

BUILDING PERMIT X OCCUPANCY CHANGE FORM ☐

692-5421

PERMIT NO. 9779-97
RECEIPT NO. _____
DATE ISSUED _____

Occupancy Group B Type Const. STEEL Valuation $ 12,000 .00
DING ADDRESS 8250 S.W. TONKA I-N AREA OF LOT 53,625
L DESCRIPTION: LOT _____ SUBDIVISION _____
MAP NO. _____ TAX LOT NO. _____ PLANNING DIST. _____

ER PAUL MOODY TELEPHONE NO. Home: _____
IESS 5413 NE COLUMBIA BLVD. Bus.: 282-1313
PORTLAND OR. STATE OR. ZIP 97218
S BY LOOIJINGA LIMITED TELEPHONE NO. Bus: 224-6788
ESS 4621 SW CORBETT CITY PORTLAND STATE OR ZIP 97201
TRACTOR BENDER METAL PROD. TELEPHONE NO. Bus: 282-0015
IESS 4703 NE LOMBARD PORTLAND STATE OR ZIP 97218

ermit Applicant is required to be registered with the Construction Contractors Board of the State of Oregon the provisions of ORS 701, and that registration is in force and effect, under Certificate of Registration 089375 Exp. Date 3/16/98
Permit Applicant is exempt from registration with the Construction Contractors Board for the following reason: _____

PERMIT FEES:

X	BLDG. PERMIT	92.50
	PLAN REVIEW	60.13
	F L & S PLAN REVIEW	37.00
	5% SURCHARGE	4.63
☐	PLUMB. PERMIT	
	PLAN REVIEW	
	5% SURCHARGE	
☐	MECH. PERMIT	
	PLAN REVIEW	
	5% SURCHARGE	
☐	EROSION CONTROL	
	PLAN REVIEW	
	TOTAL	$ 194.26

SYSTEM FEES:

___	SEWER CONNECTION	
	Serviced by USA ☐ Lake Oswego ☐	
	SEWER INSPECTION	
___	WATER INSTALLATION	
	Meter by city ☐ by owner ☐	
	WATER CONNECTION	
___	STORM WATER QUALITY	
	STORM WATER QUANTITY	
	(Impervious Surface Area)	
	TRAFFIC IMPACT FEE	
	C.A.P.D. FEE	
	(No. Parking Spaces)	
	PARK FEE	
	TOTAL	$

DESCRIPTION OF WORK

Family ___ Multi Family ___ Commercial X Industrial ___ Sprinkler System: Yes ☐ No X
Const. ___ Addition X Alteration ___ Repair ___ Demo. ___ Relocation ___
BACK: Front Yard 160' Rt. Side 170' Rear Yard 20' Lt. Side 30'
by Fire Service Connection: Yes ☐ No X Size of Line ___" Heating: ☐ Gas ☐ Electric
: Basement -NA- First Floor _____
Second Floor -NA- Garage _____
Bedrooms -NA- FU/DU _____ Hgt. of Bldg. 16'6"

URFACE STORM WATER SHALL BE DIVERTED FROM THE BUILDING SITE AND SHALL NOT DRAIN ONTO ADJACENT PROPERTIES.
SEPARATE PERMITS REQUIRED FOR SEWER, PLUMBING, ELECTRICAL, AND MECHANICAL.

• • SPECIAL INFORMATION AND CONDITIONS • • •

INOPY OVER WASH RACK per O.E.Q

// Work Subject to FIELD Inspection, 24-HR.
OTICE Required on Inspection Request.

BLDG. DIV. TOTAL. $ _____
SYSTEM DEV. TOTAL $ _____
TOTAL DUE $ _____

U.S.A. INDUSTRIAL WASTE FORM

☐ YES ☐ NO

DATED _____

MIT APPROVED BY: Jerry D. Wade DATE Dec. 31st

by certify I have read and examined this application now the same to be true and correct. All provisions of and ordinances governing this type of work will be lied with whether specified herein or not. The grant- a permit does not presume to give authority to violate ncel the provisions of any other state or local law ating construction or the performance of construction.

APPLICANT Mike Martin
ADDRESS _____
DATE 12-22-97 JG

ROUTE SLIP

Received	Plans Process	Completed
11/20/97	A.R.B. FR	11/20/97
11/20/97	PLANNING FR	11/20/97
___	ENGINEERING	___
—	T.V.F&R.	___
—	OPERATIONS	___
___	BUILDING	___
—	ADMIN.	___
—	PARKS	___
—	FINANCE	___

White Copy—Property File Yellow Copy—Finance Pink Copy—Builder Tagboard—Inspector

PLUMBING PERMIT APPLICATION

Andersen Ore. Rental

CITY OF TUALATIN
18880 SW MARTINAZZI AVE.
PO BOX 369
TUALATIN, OR 97062-0369

PERMIT NO. 9779-97
RECEIPT NO. _____
DATE ISSUED _____

8250 SW TONKA
JOB ADDRESS

ANDERSON OREGON RENTAL PAUL MOODY
OWNER/CONTRACTOR

PLUMBING CONTRACTOR

TYPE OF WORK: ✓ COMMERCIAL ___ INDUSTRIAL
___ NEW ✓ ADDITION ___ ALTERATION ___ REPAIR

TYPE OF FIXTURE AND/OR APPURTENANCE	FEE	NO.	TOTAL
CLOTHES WASHER/LAUNDRY TUB	$ 9.00		
DISHWASHER/GARBAGE DISPOSAL	9.00		
SINK KITCHEN/BAR	9.00		
DRINKING FOUNTAIN	9.00		
WATER HEATER	9.00		
WATER CLOSET/BIDET	9.00		
LAVATORY - WASH BASIN	9.00		
URINAL	9.00		
TUB/SHOWER	9.00		
FLOOR DRAIN OR FLOOR SINK	9.00		
SERVICE OR MOP SINK	9.00		
ANY TRAP OR WASTE NOT CONNECTED TO A FIXTURE	9.00		
OTHER PLUMBING INSTALLATION, NOT LISTED, HAVING A SANITARY WASTE OR POTABLE SUPPLY	9.00		
SANITARY SEWER: 1st 100 ft.	30.00	1	30.00
additional 100 ft	15.00		
WATER SERVICE: 1st 100 Ft.	20.00		
additional 200 ft	15.00		
STORM AND RAIN DRAIN: 1st 100 ft	30.00		
additional 100 ft	15.00		
CATCH BASIN OR AREA DRAIN	9.00	1	9.00
SEWAGE EJECTION PUMP OR SUMP PUMP	9.00	1	9.00
SPECIAL WASTE CONNECTION VAULT & COALESSOR	9.00	2	18.00
MOBILE HOME SPACE	25.00		
MOBILE HOME UTILITY LINES (PARK/PRIVATE)	15.00		
BACKFLOW PREVENTION DEVICE	9.00	1	9.00
SUB TOTAL (MINIMUM: NEW: $25.00 REPAIR $15.00)			75.00
PLAN CHECK FEE (25% OF SUBTOTAL)			18.75
ADD. STATUTORY SURCHAGE: (5% OF SUBTOTAL)			3.75
	TOTAL FEE		$ 97.50

I certify that all plumbing work will be done in accordance with the State of Oregon Plumbing code and administrative rule, under the provision of ORS 447, 456 and 693.

_____
Signature of Authorized Applicant/Date/Registration Number/Phone

Top View
Anderson Bros. Rentals
Installation
Det. 1 A2
Det. 2 A2
Det. 3 A2
Existing Bldg.
Existing Bldg.
Sloped
Level
Slope
Deck
Deck
Deck

HR-36

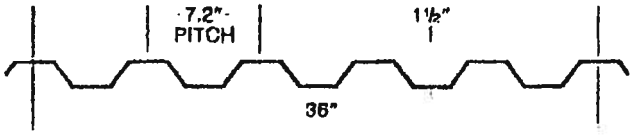
ASC PACIFIC INC.

Featuring

20-YEAR WARRANTY

ZINCALUME™

. . . the zinc / aluminum hot-dip alloy coating which offers up to four times the service life of standard galvanized coatings.



- ☐ Long-span capability—economy in design
- ☐ Custom lengths available—no end laps
- ☐ Ideal for carport, pole barn, mini storage, or agricultural construction
- ☐ Grade E high-tensile steel panels in 29- and 26-gauge with several coating options:
  - ☐ Available in Zincalume®
  - ☐ SMP* paint system
  - ☐ Polyester paint system
- ☐ 24- through 18-gauge panels available with:
  - ☐ PVF* coating system
  - ☐ Enduraclad™ coating system

*SMP (Silicone Modified Polyester)
PVF_2 (Polyvinylidene Fluoride)

HR-36 Section Properties

Gauge	Wt. (lbs/ft²)	S+ (in³/ft)	I+ (in⁴/ft)	S (in³/ft)	I (in⁴/ft)
29	0.83	.0715	.0674	.0650	.0689
26	1.01	.0925	.0862	.0870	.0878

Northwest Regional Office-2141 Milwaukee Way, Tacoma, WA 98421, 206 383-4955, 1-800-733-4955 FAX 209-272-0791
Mfg. Plants: Tacoma WA, Anchorage AK, Spokane WA
Western Regional Office-2110 Enterprise Blvd., West Sacramento, CA 95691, 916-372-6851, 1-800-726-ASCP FAX 916-372-7606
Mfg. Plants: Sacramento CA, Los Angeles CA, Phoenix AZ
Southwest Regional Office-404 East Dallas Road, Grapevine, Texas 76051, 817-481-3521, 800-252-2666 FAX 817-488-0446
Mfg. Plants: Little Rock AR, San Antonio TX, Dallas TX
Corporate Headquarters: 2110 Enterprise Blvd, West Sacramento, California 95691, 916-372-7606 FAX 916-372-5442

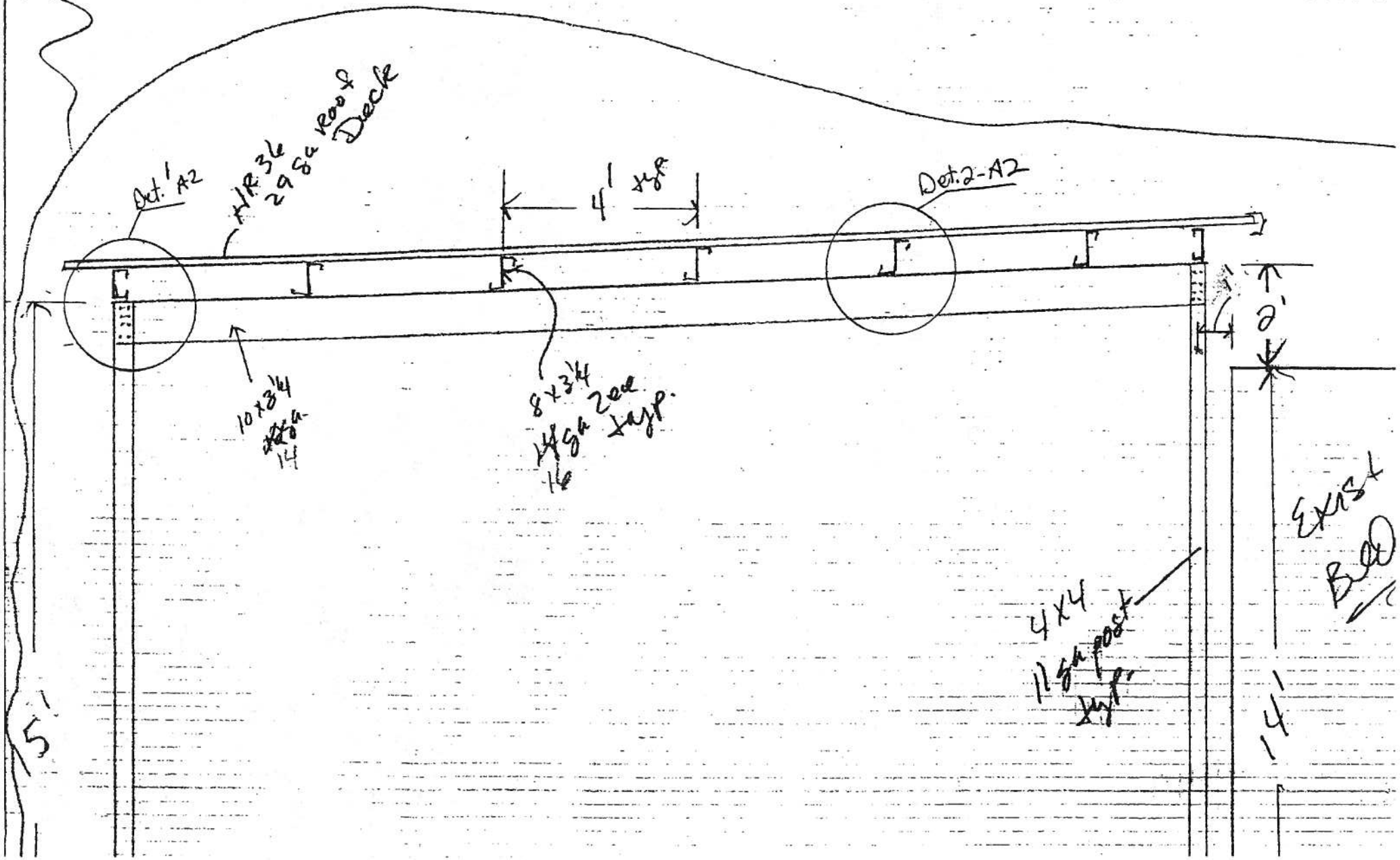
(2)

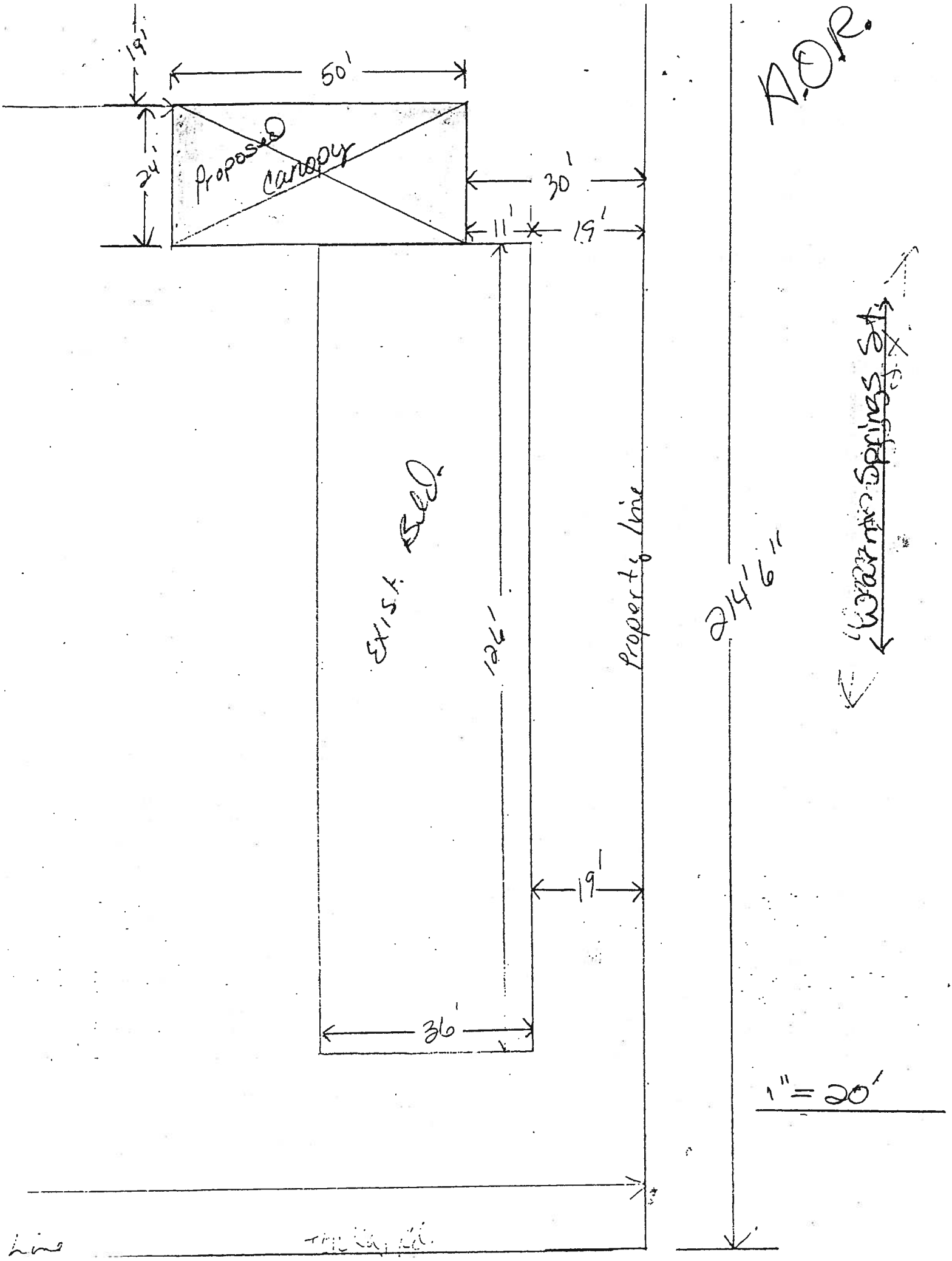
Anderson Ur. Fence

Tualatin

EXIST BLD.

BENDER METAL PRODUCTS
4703-A N.E. LOMBARD/PORTLAND HWY.
PORTLAND, OREGON 97218




19'
50'
24'
proposed canopy
30'
11'
19'
EXIST. BLDG.
126'
property line
214'6"
Washington Springs Rd.
19'
36'
1" = 20'

CITY OF TUALATIN

PO BOX 369
TUALATIN, OREGON 97062-0369
(503) 692-2000
TDD 692-0574

April 8, 1999

Mr. Michael Crouch, District Manager
United Rentals
8205 SW Hunziker Rd.
Tigard, OR 97223

RE: United Rentals Tualatin Facility (8250 SW Tonka)

Mr. Crouch:

This informational letter is to follow-up the April 7 meeting with myself and Doug Rux so that you know what we understand the conclusions to be. If I misrepresent what you understand was concluded, please call me at 692-2000 ext 510. Generally, you proposed upgrading the site's appearance by repainting the barn, constructing a new fence and paving the equipment area as well as improving the interior of the barn.

We appreciate your desire to upgrade the site as it is a highly visible location in downtown Tualatin where many nicely designed and landscaped properties have been developed in the last few years. Your desires are consistent with our desires and we look forward to working with you and your development team.

Based on the color rendition you showed us, we discussed and concluded:

1. The barn is proposed to be repainted with white walls and a blue roof. We advised that earth tone colors would be acceptable. The blue roof was too bright and did not match other roof colors in the area. We noted the red roof at Pizza Hut and explained it was due to a City Council decision that was not consistent with what staff recommended. The white walls would be too bright and do not match other brick wall colors in the area. We suggested Cocina del Sol at SW 84th and SW Boones Ferry Road as an example of a remodeled building with earth tone, or muted, colors.

2. The fence is proposed to be black wrought iron with brick posts with caps and evergreen shrubs between the posts on the north. We advised a six foot high fence with those materials would be acceptable. We advised extending the fence along the east side as far south as the north wall of the Martinazzi Square Building and extending the fence along the west property line. The grass area between the existing fence and the sidewalk along SW Tualatin-Sherwood Road would be retained.

3. The equipment area is proposed to be paved. We advised that would be acceptable and a water quality swale is needed for the runoff. The City's Engineering Department should be contacted regarding the swale's design and location (Rich Spofford or Kaaren Hofmann 692-2000).

4. The barn is proposed to have a new window and two new overhead doors on the north elevation; the overhead door on the west elevation would be replaced with a smaller entryway. We advised these changes would be acceptable.

5. You indicated the equipment to be available at this site would not include the large equipment such as big dumptrucks, large excavators, D5s and D6s. They would be available at the Tigard facility at I-5 and Highway 217. You indicated the Tualatin location would have equipment such as bobcats and equipment smaller than the large equipment mentioned above. You indicated mobile platforms, cherry pickers and scissor scaffolding would be available. We asked if the extendable equipment could be stored in a nonextended position and you agreed they would not be extended.

One item that we did not discuss, but that I was made aware of after our meeting is complaints have been filed with the Planning Department regarding the washing station on the east side. There is a rapid succession of pressure waves generated from the pressure washer that penetrate the Martinazzi Square Building and disrupt the tenants. I would suggest addressing this issue and reducing or eliminating the problem. A physical barrier such as a masonry wall or another type of washer may solve the problem.

We commented that the barn's exterior and interior changes would need building permits and that the barn's exterior changes and the site improvements would need Architectural Review approval. Please contact Jerry Wade in the Building Division (692-2000 extension 145) for building permit issues and Will Harper in the Planning Department (692-2000 extension 530) for architectural review issues.

We did not discuss trees, but Tualatin is a Tree City USA and I would ask that you consider including a small number of deciduous shade trees in your plans.

Again, we appreciate your efforts and look forward to an expeditious project.

Sincerely,

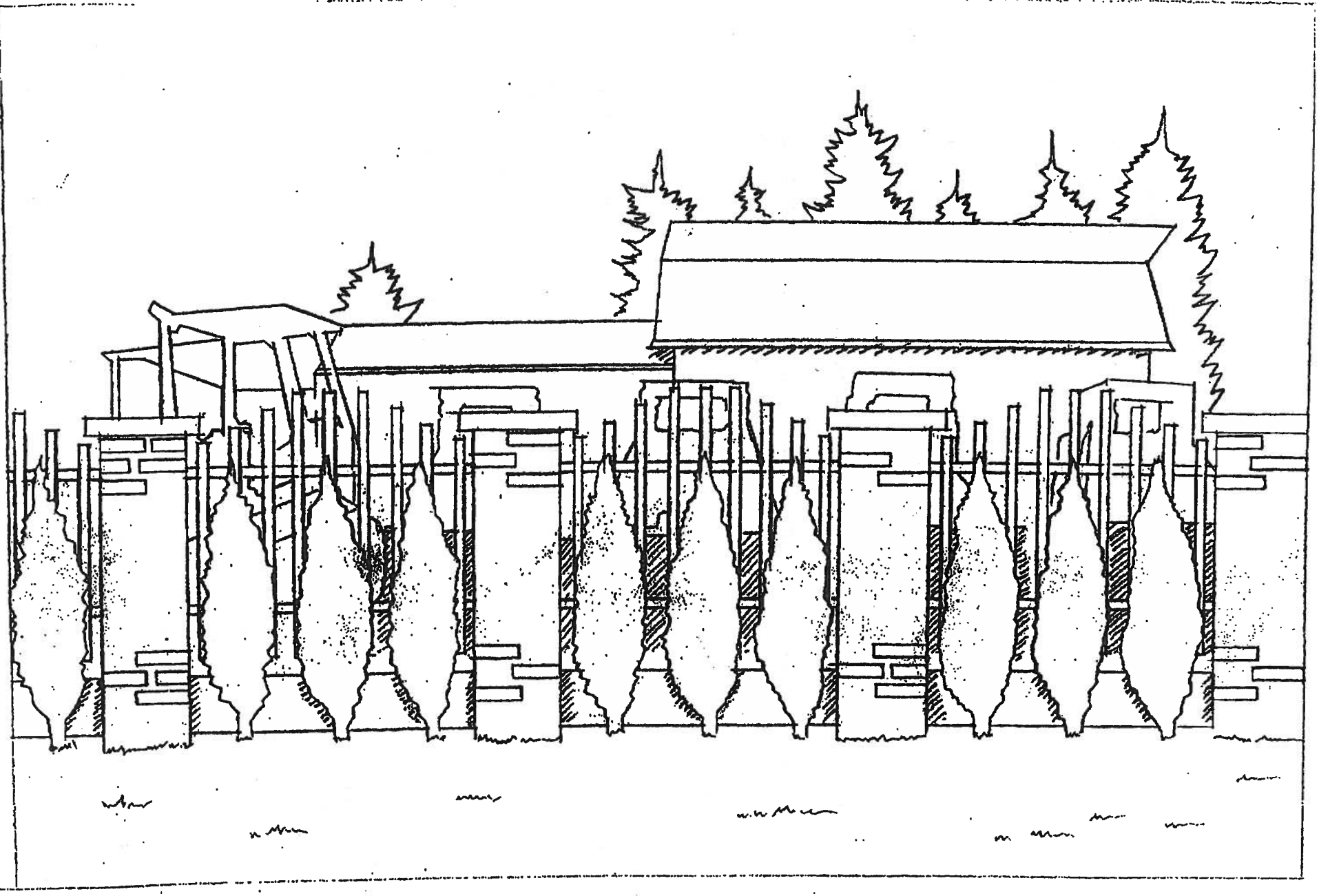
James F. Jacks, AICP
Planning Director

file: INT 88-01
address file: 8250 SW Tonka

c: D. Rux Jerry Wade Rich Spofford
Will Harper Kaaren Hofmann

wdocs\Cases\Int 88-01Ltr 2 Crouch United Rental 4-8-99

VIEW NORTH SIDE OF BARN LOOKING SOUTH FENCE OBSCURES YARD & BOB CATS PARKED JUST BEHIND FENCE



ATT: MIKE CROUCH
968-9239

3 May, 1999

Mr. Michael Crouch
District Manager
United Rentals, Inc.
8205 S.W. Hunziker Rd.
Tigard, Oregon 97223

Dear Mike:

This letter is written to memorialize Stan Sposito's position on the assumption of the lease on the property at 8250 S.W. Tonka by United Rentals. The lease with Anderson Oregon Rental and Mr. Moody commenced on March 1, 1989, for a five year term with three five year options. The second of the three options was exercised by Mr. Moody in his letter to me dated 30 January, 1998. The rent for the current term has not yet been negotiated. Mr. Moody and Anderson Oregon Rental, Inc., remain liable under the terms of the existing lease. All the terms of the existing lease were carefully negotiated to respect Mr. Sposito's interests, the interest of the lessee in building and selling the rental business at this location and the "grandfathered" use of the property. Mr. Sposito approves the assumption of the existing lease (which protects the "grandfathered" use) by United Rentals, Inc., subject to negotiation or arbitration of the rental for the present five year term, which is the sole issue for negotiation at this time. Mr. Sposito and I feel that $70,000 NNN is a fair rental for the property under the existing lease terms.

You have indicated that United Rentals, Inc., intends to make cosmetic and structural improvements to the building and land at its expense. As previously agreed, Mr. Sposito will permit United Rentals to make the improvements to his property which you have described, providing the improvements are acceptable and performed in a competent manner.

Mr. Sposito is willing to give two additional five year options in consideration of the payment of my attorney fees generated in connection with the work I performed with the City of Tualatin to protect the lessee's interest; my statement is enclosed.

Mr. Sposito desires that this matter be resolved within ten working days. I look forward to hearing from you or your representative soon. Please call me at 705-5150. We look forward to continuing to work cooperatively with you and United Rentals, Inc., in the future. It has been a pleasure working with you.

Yours truly,

GARY A. BISACCIO

Enclosure
cc: Mr. Stan Sposito
Ms. Catherine Shaw - attorney for Paul Moody

Valid Moody Contract W/ Addendum for Grandfather Clause

COMMERCIAL LEASE

This commercial lease, made and entered this 11 day of January, 1989, between Stan C. Sposito hereinafter "Landlord" and Andersen Oregon Rental, Inc. and Paul Moody hereinafter "Tenant".

Landlord leases to Tenant the following described property on the terms and conditions stated below:

> Tax lot 1700 on Washington County Assessors' map No. 2SL24CD; also known as 8250 S. W. Tonka Street, Tualatin Oregon.

1. OCCUPANCY

1.1 The term of this lease shall be March 1, 1989, through February 28, 1994.

1.2 Possession. Tenant's right to possession and obligations under the lease shall commence on March 1, 1989.

1.3 Option to Renew. If Tenant is not in default under the lease during the terms of the lease, Tenant shall have an option to renew the lease for three successive terms of five years each. Each of the renewal terms shall commence on the date following the date of termination of the preceding term.

The option may be exercised for each renewal term by serving written notice to Landlord six months prior to the last day of the expiring term. The giving of such notice shall be sufficient to make the lease binding for the renewal term without further act of the parties who shall then be bound to take steps required in connection with the determination of rent

as specified below.

The terms and conditions of the lease for each renewal term shall be identical with the original term except for rent which shall be set as specified below.

2. RENT

2.1 Basic Rent. Tenant shall pay to Landlord as rent the sum of $3,000 per month for the first three years of the rental term. Rent for the fourth and fifth years of the rental term shall be $3,500 per month. Rent shall be payable on the first day of each month in advance as such place as may be designated by Landlord except that rent for the first and last months shall be paid on March 1, 1989.

2.2 Additional Rent. All taxes, insurance costs, utility charges which Tenant is required to pay by this lease, and any other sum which Tenant is required to pay to Landlord or third party shall be additional rent.

2.3 Rent for Option Periods. The fair-market rent for any option period shall be negotiated by Landlord and Tenant within forty-five (45) days of Landlord receiving Tenant's notice of election to renew. If the parties cannot agree, the fair-market rent for the option period shall be determined by arbitration. If the parties cannot agree on a single arbitrator then each of the parties hereto shall select an arbitrator and the two arbitrators shall select a third.

3. USE OF PREMISES

3.1 Tenant shall use the leased premises during the term of this lease for the sale and rental of goods and equipment. No other use shall be made of the property without the written consent of Landlord. Landlord may not unreasonably withhold his consent.

3.2 The Tenant will not make any unlawful, improper or offensive use of said premises; he will not suffer any strip or waste thereof; he will not permit any objectionable noise or odor to escape or to be emitted from said premises or do anything or permit anything to be done upon or about said premises in any way tending to create a nuisance; he will not sell or permit to be sold any spirituous, vinous or malt liquors on said premises, excepting such as Tenant may be licensed by law to sell and as may be herein expressly permitted; nor will Tenant sell or permit to be sold any controlled substance on or about the premises.

3.3 The Tenant will not allow the lease premises at any time to fall into such a state of repair or disorder as to increase the fire hazard thereon nor shall Tenant install any power machinery in the building located on the premises except under the supervision and with written consent of the Landlord. Tenant will not use the premises in any way or for any purpose that would cause the fire insurance premiums to be increased.

3.4 Tenant shall comply at Tenant's own expense with all laws and regulations of any municipal, county, state, federal

and other public authority respecting the use of the leased premises.

3.5 The Tenant shall regularly occupy and use the premises for the conduct of Tenant's business and shall abandon or vacate the premises for more than ten (10) days without the written approval of Landlord.

4. UTILITIES

4.1 Tenant shall pay for all heat, light, water, power, and other services or utilities used in connection with the leased premises during the term of this lease and any extensions.

5. REPAIRS IMPROVEMENTS AND MAINTENANCE

5.1 The Landlord shall not be required to make any repairs, alterations, additions or improvements to upon the premises during the term of this lease. It is expressly understood that the Tenant accepts the leased premises as is and that all costs of repairs, maintenances, and improvements, if applicable, shall be the responsibility of Tenant. Tenant agrees to maintain and keep the leased premises including all interior and exterior doors, heating, ventilating and cooling systems, interior wiring, plumbing and drain pipes to sewer tank, in good order and repair during the entire term of this lease at Tenant's own cost and expense, and replace all glass which may be broken or damaged during the term hereof in the windows and doors of the premises with glass of as good or better quality as that now in use; Tenant further agrees that he will make no alterations,

additions or improvements to or upon the premises without the written consent of the Tenant first being obtained. Landlord shall not unreasonably withhold his consent.

5.2 The Tenant agrees to maintain in good order and repair during the term of this lease the exterior walls, roof and the gutters and downspouts if the Landlord replaces the gutters and downspouts.

6. TAXES

6.1 Tenant shall pay all personal and real property taxes when due and shall not allow such taxes to become in default. Tenant may contest the amount of any tax or assessment so long as such contest is conducted in a manner which does not cause any risk that Landlord's interest in the leased premises will be foreclosed for non-payment. Landlord shall cooperate in any reasonable manner with such contest by Tenant.

7. ASSIGNMENT

7.1 Tenant will not assign, transfer, pledge, hypothecate, surrender or dispose of this lease, or any interest herein, sublet, or permit any other person or persons whomsoever to occupy the leased premises without the written consent of the Landlord being first obtained in writing. This lease is personal to Tenant. Tenant's interest in whole or in part, cannot be sold, assigned, transferred, seized or taken by operation of law, or under or by virtue of any execution or legal process, attachment or proceeding instituted against this Tenant, or under or by virtue of any bankruptcy or insolvency proceedings had in

regard to the Tenant, or any other manner, except as above mentioned.

8. LIENS

8.1 Tenant will not permit any lien of any kind, type or description to be placed or imposed upon the building in which the lease premises are situated or any part thereof, or the real estate on which it stands.

8.2 For the purposes of illustration only liens shall include, but not be limited to mechanics liens, construction liens, and tax liens.

9. ICE, SNOW AND DEBRIS

9.1 Tenant shall keep sidewalks in front or on the leased premises free and clear of ice, snow, rubbish, debris and obstruction. Tenant will not permit rubbish, debris, ice or snow to accumulate on the roof of the building so as to stop up or obstruct gutters or downspouts or cause damage to the roof, and will save harmless and protect the Landlord against injury whether to Landlord or to Landlord's property or to any other person or property caused by Tenant's failure in that regard.

10. OVERLOADING OF FLOORS

10.1 The Tenant will not overload the floors of the leased premises in such a way as to cause any undue or serious stress or strain upon the building in which the leased premises are located or any part thereof. The Landlord shall have the right, at any time, to call upon any competent engineer or architect, at the Landlord's expense, whom the Landlord may

choose to decide whether or not the floors of the leased premises or any part thereof are being overloaded so as to cause any undue or serious stress or strain on the building or any part thereof. The decision of the engineer or architect shall be final and binding upon the Tenant and in the event that the engineer or architect so called upon shall decide that in his opinion the stress or strain is such as to endanger or injure the building or any part thereof, then and in that event the Tenant agrees immediately to relieve such stress or strain either by reinforcing the building or by lightening the load which causes such stress or strain in a matter satisfactory to the Landlord.

11. INSURANCE

11.1 The Tenant agrees at all times during the term of this lease at his own expense to maintain, keep in effect, furnish and deliver to the Landlord liability insurance policies in form and with an insurer satisfactory to the Landlord, insuring both the Landlord and the lessee against all liability for damages to person or property in about the leased premises. The amount of the liability insurance shall not be less than $300,000 for injury to one person; $500,000 for injuries arising out of any one accident; and not less than $100,000 for property damage. Tenants agrees to and shall indemnify to hold Landlord harmless against any and all claims and demands arising from the negligence of the Tenant, his officer, agents, invitees, and/or employees, as well as those arising from Tenants failure to comply with any covenant of this lease on his part to be

performed, and shall at Tenant's own expense defend the Landlord against any and all suits, or actions arising out of such negligence, actual or alleged, and all appeals therefrom and shall satisfy and discharge any judgment which may be awarded against the Landlord in any such suit or action.

11.2 Tenant shall maintain at his own expense and keep in effect an insurance policy in the amount of $80,000 insuring the improvements on the leased property against fire and other risk covered by standard fire insurance policy with an endorsement for extended coverage. Proof of such insurance shall be provided to Landlord. Tenant shall bear the expense of any insurance insuring the property of Tenant on the premises against such risks, but shall not be required to insure.

11.3 Neither party shall be liable to the other for any loss or damage caused by fire or any other risks enumerated in a standard fire insurance policy with an extended coverage endorsement, and in event of insured loss neither parties' insurance company shall have a subrogated claim against the other.

12. DAMAGE AND DESTRUCTION

12.1 If the leased premises are damaged, the property shall be repaired by Tenant at Tenant's expense. Repairs shall be accomplished with all reasonable dispatch, subject to interruptions and delays from labor disputes and matters beyond control of Tenant. In the event of partial or total destruction of the improvements on the property there will be no abatement of

rent.

13. CONDEMNATION

13.1 In the case of condemnation or purchase of all or any substantial part of the leased premises by any public or private corporation with the power of condemnation this lease may be terminated effective on the date possession is taken, by either party hereto on written notice to the other, and in that case the Tenant shall not be liable for any rent after the termination date. Tenant shall not be entitled to or hereby expressly waives to any part of the condemnation award or purchase price, except for that portion of any award attributable to Tenant improvements.

14. RIGHT OF ENTRY

14.1 It shall be lawful for the Landlord, his agents and representatives, at any reasonable time during business hours, to enter into or upon the leased premises for the purposes of examining into the condition thereof, or any other lawful purposes.

15. ESTOPPEL CERTIFICATE

15.1 Either party will within twenty (20) days after notice from the other, execute and deliver to the other party a certificate stating whether or not this lease has been modified and is in full force and effect, and specifying any modifications or alleged breaches by the other party. Certificate shall also state the amount of monthly rent, the dates to which rent has been paid in advance, and the amount of

any security deposit or prepaid rent. Failure to deliver the certificate within the specified times shall be conclusive upon the party of whom certificate was requested that the lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate.

16. FIXTURES

16.1 All partitions, plumbing, electrical wiring, additions to or improvements upon the leased premises, whether installed by the Tenant or Landlord, shall be and become a part of the building as soon as installed and the property of the Landlord unless otherwise herein provided. All fixtures placed upon the leased premises during the term, other than Tenant's trade fixtures, shall, at Landlord's option, become the property of Landlord. If Landlord so elects, Tenant shall remove any or all fixtures which would otherwise remain in the property of Landlord and shall repair any physical damage resulting from the removal. If Tenant fails to remove such fixtures Landlord may do so and charge the cost to Tenant with interest at the legal rate from the date of expenditure. Tenant shall repair any damage to the leased premises that may be caused by Tenant's removal of trade fixtures.

17. DELIVERING UP PREMISES ON TERMINATION

17.1 At the expiration of this lease or upon any extensions thereof, the Tenant will quit and deliver said leased premises and all future erections or additions to or upon the same, broom-clean, to the Landlord or those having Landlord's

estate in the premises, peaceably, quietly, and in as good order and condition, reasonable use and wear thereof, damage by fire, unavoidable casualty and the elements alone excepted.

18. DEFAULT, BANKRUPTCY AND ATTACHMENT

18.1 THAT

(a) If the Tenant shall be in arrears in the payment of rent for a period of twenty (20) days after rent becomes due, or

(b) If the Tenant shall fail or neglect to do, keep, perform or observe any of the covenants and agreements contained herein on Tenant's part to be done, kept, performed and observed and such default shall continue for ten (10) days or more written notice of such failure or neglect shall be given to Tenant or

(c) If the Tenant shall be declared bankrupt or insolvent according to law, or

(d) If any assignment of Tenant's property shall be made for the benefit of creditors, or

(e) If on the expiration of this lease Tenant fails to surrender possession of the lease premises, then in either or any of these cases or events, Landlord or those having Landlord's estate in the premises, may terminate this lease and, lawfully, at Landlord's option immediately or at any time thereafter, without demand or notice, may enter into and upon the leased premises and every part thereof and repossess the premises as of Landlord's former estate, and expel the Tenant and those claiming by, through and under Tenant and remove Tenant's effects at

Tenant's expense, forcibly if necessary and store the same, all without being deemed guilty of trespass and without prejudice of any remedy which otherwise might be used for arrears of rent or proceeding breach of covenant.

Neither the termination of this lease by forfeiture nor the taking or recovery of possession of the premises shall deprive Landlord of any other action, right, or remedy against Tenant for possession, rent or damages, nor shall any omission by lessor to enforce any forfeiture, right or remedy to which lessor may be entitled bedeemed a waiver by lessor of the right to enforce the performance of all terms and conditions of this lease by Tenant.

In the event of any re-entry by Landlord, Landlord may lease or relet the premises in whole or in part to any Tenant or Tenants who may be satisfactory to Landlord, for any duration, and for the best rent, terms and conditions as Landlord may reasonably obtain. Landlord shall apply the rent received from any new Tenant first to the cost of retaking and reletting the premises, and then to any arrears of rent and future rent payable under this lease and any other damages to which Landlord may be entitled hereunder.

Any property which Tenant leaves on the premises after abandonment or expiration of the lease, or for more than twenty (20) days after any termination of the lease by Landlord, shall be deemed to have been abandoned, and Landlord may remove and sell said property at public or private sell as Landlord sees

fit, without being liable for any prosecution thereof or for damages by reason thereof, and the net proceeds of said sale shall be applied toward the expenses of Landlord and rent as aforesaid, and the balance of such amounts, if any, shall be held for, and paid to the Tenant.

19. HOLDING OVER

19.1 In the event that Tenant for any reason shall hold over after the expiration of this lease, such holding over shall not be deemed to operate as a renewal or extension of the lease, but shall only create a tenancy from month to month which may be terminated at will at any time by the Landlord.

20. ATTORNEYS FEES AND COSTS

20.1 In case suit or action is instituted to enforce compliance with any of the terms, covenants or conditions of this lease, or to collect the rental which may be come due hereunder, or any portion thereof, the losing party agrees to pay such sum as the trial court may adjudge reasonable as attorney fees to be allowed the prevailing party in such suit or action and in the event any appeal is taken from any judgment or decree in such suit or action, the losing party agrees to pay such further sum as the appellate court shall adjudge reasonable as prevailing parties' attorney fees on such appeal. The Tenant agrees to pay and discharge all Landlord's costs and expenses, including the Landlord's reasonable attorney fees that shall arise from enforcing any provision or covenants of this lease even though no suit or action in instituted.

21. WAIVER

21.1 Any waiver by Landlord of any breach any covenant herein contained to be kept and performed by the Tenant shall not be deemed or considered as a continuing waiver, and shall not operate to bar or prevent the Landlord from declaring a forfeiture for any succeeding breach, either the same condition or covenant or otherwise.

22. NOTICES

22.1 Any notices required by the terms of this lease to be given by one party hereto to the other or designated to be given shall be sufficient if in writing contained in a sealed envelope, deposited in the U.S. registered mails with postage fully prepaid and it is intended for the Landlord herein then if addressed to Landlord at 1243 S.W. Cheltenham, Portland, Or 97201 and if intended for the Tenant, then if addressed to the Tenant at 401 N.W. 4th Ave, Portland, Or 97209. Any such notice shall be deemed conclusively to have been delivered to the addressee thereof forty-eight (48) hours after the deposit thereof in the U.S. registered mails.

23. RIGHT OF FIRST REFUSAL

23.1 Landlord shall not, during the term of this lease or any extensions, sell, contract to sell, transfer, exchange, grant an option to sell or lease, or otherwise dispose of the property to any one other than Tenant, unless Landlord shall have first communicated to Tenant by written notice, a written offer to sell the property to Tenant, which offer shall

specify in commercially reasonable detail the price, terms, and condition upon which the Landlord is willing to sell the property to a bona fide third party.

Tenant shall have a period of thirty (30) days, following the giving of the Landlord's offer notice, within which to accept the Landlord's offer by giving Landlord written notice of acceptance. If Landlord's offer is accepted, the parties shall be obligated to close the sale in accordance of the terms Landlord's offer.

If Tenant does not accept Landlord's offer, Landlord may sell the property to any other party provided that such a sale must be consummated within ninety (90) days following the earlier of the expiration of the acceptance period for the Landlord's offer or the date of any written rejection of Landlord's offer by Tenant and for and upon the same price, terms, and conditions as those specified in Landlord's offer.

24. ~~ERRORS AND ASSIGNS~~ HEIRS

24.1 All rights, remedies and liabilities herein given to or imposed upon either of the parties hereto shall extend to, inure to the ~~benefit~~ of and bind, as a circumstances may require, the ~~errors~~ HEIRS, executors, administrators, successors and, so far as this lease is assignable by the term hereof to be assigns of such parties.

In construing this lease, it is understood that the Landlord or the Tenant may be more than one person; that if the context so requires, the singular pronoun shall be taken to mean

and include the plural, the masculine the feminine and the neuter, and that generally grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to cooperations and individuals.

IN WITNESS WHEREOF, the respective parties have executed this lease in duplicate on this, the day and year first above written, any corporation signature being by authority of its Board of Directors.

STAN C. SPOSITO

PAUL MOODY

ANDERSEN OREGON RENTAL, INC.

By:

ADDENDUM TO LEASE

This is an addendum to the lease between Stan Sposito, Lessor, and Andersen Oregon Rental, Inc., dated 11 January, 1989. The parties agree as follows:

25. Lessee shall place and maintain large vehicles upon the premises of such kind as to allow the grandfathered uses maintained by Lessor to date to be preserved. If Lessee does not place and maintain such vehicles upon the premises, Landlord shall be permitted to do so for up to three days per year at reasonable times, in a reasonable manner and with reasonable notice to Lessee.

Stan Sposito

Paul Moody

Andersen Oregon Rental, Inc.

by Paul Moody

Paul Moody, President

503-629-2034 Office
503-629-2036 Fax
503-913-1276 Mobile

21254 NW Cannes Dr.
Portland, OR 97229
tentmakerman@verizon.net

TENTMAKER CONSTRUCTION, INC.

Bill Winchester
President

CCB# 148854

8250 SW Tonka Tennant Improvement Proposed Budget	
Item Description	**Total Cost**
Framing	$13,050.00
Roofing	$21,500.00
Rental Equipment	$5,625.00
HVAC	$28,000.00
Plumbing	$14,050.00
Concrete Patches	$1,687.50
Electrical	$30,478.00
Fire Sprinkler System	$14,687.00
Drywall	$12,127.50
Painting (interior)	$2,850.00
Painting (exterior)	$3,450.00
Doors	$7,875.00
Windows/Front Vestibule	$5,750.00
Toilet Partitions/Accessories	$1,575.00
Acoustical Tile Ceilings	$2,520.00
Cabinets/Counters	$7,000.00
Flooring	$12,600.00
General Labor	$16,875.00
Debris Removal/Continual-Final Clean-up	$6,250.00
Permits	$15,000.00
Fencing	$11,500.00
Landscaping	$12,500.00
Paving (including prep/sub base)	$135,000.00
Stucco	$4,800.00
Sub-Total	**$352,200.00**
General Contractor Markup(overhead/profit) 12.5%	**$44,025.00**
Grand Total	**$396,225.00**

AMENDMENT NO. 1 TO COMMERCIAL LEASE

THIS AMENDMENT NO. 1 TO COMMERCIAL LEASE (this **"Amendment"**) is made and entered into as of August 1, 1999, by and between UNITED RENTALS, INC., a Delaware corporation (**"Tenant"**) and STAN C. SPOSITO (**"Landlord"**), with reference to the following facts:

RECITALS

A. Tenant is the current tenant of that certain property located in the City of Tualatin, County of Washington, State of Oregon, commonly known as 8250 S.W. Tonka (the **"Property"** or **"Premises"**) pursuant to that certain Commercial Lease and Addendum thereto (the **"Lease"**) dated as of January 11, 1989, between Anderson Oregon Rental, Inc., and Paul Moody (Tenant's predecessors in interest), on the one hand, and Landlord, on the other hand.

B. The original term of the Lease was for five years, commencing March 1, 1989, and ending February 28, 1994. The tenant under the Lease was granted the option to extend the term of the Lease for three successive terms of five years each. The tenant exercised its first option to extend the term to February 28, 1999, and its second option to extend the term to February 28, 2004.

C. Landlord and Tenant desire to amend the terms and provisions of the Lease to establish the basic rent payable for the current term (March 1, 1999, to February 28, 2004), to provide for additional options to extend the term, and otherwise as set forth herein.

D. All capitalized terms used in this Amendment and not specifically defined herein shall have the meanings given them in the Lease.

AGREEMENT

NOW THEREFORE, for valuable consideration, Landlord and Tenant agree to amend the Lease as follows:

1. Confirmation of and Consent To Lease Assumption. Landlord hereby confirms its consent to Tenant assuming the Lease from Anderson Oregon Rental, Inc. and Paul Moody, and accepts Tenant as the tenant under the Lease. Tenant hereby confirms that it has assumed the rights and obligations as the tenant under the Lease from Anderson Oregon Rental, Inc. and Paul Moody.

2. Lease Term.

2.1 Current Term. Notwithstanding anything to the contrary in the Lease, the parties acknowledge and agree that the current term (**"Current Term"**) of the Lease commenced March 1, 1999, and, unless otherwise terminated or extended as provided herein or in the Lease, shall expire on February 28, 2004.

2.2 Options To Extend Term. Notwithstanding anything to the contrary in Section 1.3 of the Lease, Landlord hereby grants to Tenant the right and option to extend the Current Term of the Lease for three (3) additional terms of five (5) years, which extension terms (**"Extension Terms"**) shall commence on March 1, 2004, March 1, 2009 and March 1, 2014, respectively and, unless sooner terminated or extended, terminate five (5) years thereafter. Tenant may exercise each right and option under this Paragraph 2.2 to extend the Term of the Lease for five (5) years only by giving Landlord written notice of its exercise of such right no later than one (1) year prior to expiration of the then current term, and only if Tenant is not in default under this Lease at the time Tenant attempts to exercise such right. If Tenant exercises its right in accordance with this Paragraph 2.2, then the term of this Lease shall be extended for five (5) years subject to all of the agreements, covenants, conditions and provisions set forth in the Lease, as amended hereby. Rent for the Extension Terms shall be the then fair-market rent determined in accordance with Section 2.3

of the Lease.

3. Rent.

3.1 Current Term. Section 2.1 of the Lease is amended to provide that the basic rent for the entirety of the Current Term shall be Five Thousand Six Hundred Fifty and No/100 Dollars ($5,650.00) per month, commencing on March 1, 1999, and ending February 28, 2004. Any difference between the basic rent actually paid from March 1, 1999, until the date of this Amendment, and the basic rent provided in this Paragraph 3.1 shall be paid by Tenant to Landlord within two (2) business days after full execution of this Amendment.

3.2 Extension Terms. As noted above, the basic rent payable by Tenant to Landlord during each Extension Term shall be determined in accordance with Section 2.3 of the Lease.

3.3 Address For Payment. All rent due and payable under the Lease shall be sent to Landlord at the address set forth for Landlord in Paragraph 6 hereof.

4. Tenant's Alterations. Landlord hereby consents to Tenant undertaking the remodel work and alterations at the Premises described in Exhibit A attached hereto and made a part hereof ("**Tenant's Work**"). Tenant shall perform the Tenant's Work at Tenant's sole cost and expense, shall promptly undertake and complete said Tenant's Work, and shall cause said Tenant's Work to be performed in a good and workmanlike manner, in accordance with applicable laws and the plans described in Exhibit A, and free of liens.

5. Use. The first sentence of Section 3.1 of the Lease is modified to provide that Tenant may use and occupy the Premises for retail sales and rentals of heavy and light equipment and construction, industrial, residential and various other tools and equipment; related shop and maintenance activities; related office activities; storage of equipment; provision of an employee break room; and any other directly related purposes.

6. Parties and Notices. Section 22.1 is amended in its entirety to read as follows:

"All notices, consents, approvals and other communications under this Lease shall be in writing and shall be deemed to have been duly given or made (1) upon delivery if hand delivered; (2) one (1) business day after delivery to any nationally recognized overnight courier service for next business day delivery, fee prepaid; (3) one business day after facsimile transmission, with transmission verified and a hard copy of the transmission promptly sent by U. S. Mail; or (4) three (3) days after deposit with the United States Postal Service as registered or certified mail, postage prepaid, and in each case addressed as follows:

To Tenant:	United Rentals, Inc. 8205 SW Hunziker Road Tigard, OR 97223 Attention: Mr. Michael Crouch
with a mandatory copy to:	United Rentals, Inc. 4 Greenwich Office Park Greenwich, CN 06830 Attention: Mr. John Milne
To Landlord:	Mr. Stan C. Sposito _____ _____

of the Lease.

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with a mandatory copy to:	United Rentals, Inc. 4 Greenwich Office Park Greenwich, CN 06830 Attention: Mr. John Milne
To Landlord:	Mr. Stan C. Sposito 5283 S.W. 201 ST. ALOHA, OREGON 97007

with a mandatory copy to:

Gary Bisaccio, Esq.
4112 S.W. Condor Avenue
Portland, OR 97201

7. Brokers. Landlord and Tenant each warrant and represent to the other that it has not retained, nor is it obligated to, any person for brokerage, finder's or similar services in connection with this Amendment, and that no commission, finder's fee or other brokerage or agent's compensation can be properly claimed by any person or entity based upon the acts of such party with regard to the transactions which are the subject matter of this Amendment. Each party hereto (as the indemnitor) shall indemnify and defend the other (as the indemnitee) against and hold the indemnitee harmless from all claims demands, liabilities, losses, damages, costs and expenses (including, without limitation, reasonable attorneys' fees, costs of expert witnesses, court costs and other litigation expenses) arising from or relating to any claim for a commission, fee or other compensation made by any brokers or parties with which the indemnitor has dealt in connection with this Amendment or the transactions contemplated hereby.

8. Claim For Attorney's Fees. Landlord has heretofore made a claim on Tenant for attorney's fees in connection with matters relating to the Lease (specifically including the negotiation of the basic rent for the Current Term and in connection with matters involving the City of Tualatin and the use of the Premises). Landlord hereby withdraws said claim and waives and releases Tenant from any claim for said attorney's fees incurred prior to the date of this Amendment or in connection with said matters.

9. Confirmation of Lease. Except as amended hereby, the Lease shall remain in full force and effect. If the provisions of this Amendment and the provisions of the Lease shall conflict, then the provisions of this Amendment shall control. Landlord represents and warrants that Landlord alone owns title to the Premises, that Landlord has full rights and authority to enter into this Amendment and to bind the Premises, that as of the date of this Amendment the Lease is in full force and effect, and that neither Tenant nor its predecessors in interest under the Lease is in default under the Lease, nor has any claim been made against Tenant or its predecessors in interest for same.

10. General. This Amendment may be executed in one or more counterparts with the same effect as if the parties executing several counterparts had executed one counterpart and all such executed counterparts shall together constitute one and the same instrument. The parties hereto each agree that their signature on a facsimile copy of this Amendment shall be binding upon them, with the same force and effect as an original signature.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date and year hereinabove written.

"Landlord"

STAN C. SPOSITO

"Tenant"

UNITED RENTALS, INC., a Delaware corporation

By:_____
Name:_____
Its:_____

with a mandatory copy to:

Gary Bisaccio, Esq.
4112 S.W. Condor Avenue
Portland, OR 97201

7. Brokers. Landlord and Tenant each warrant and represent to the other that it has not retained, nor is it obligated to, any person for brokerage, finder's or similar services in connection with this Amendment, and that no commission, finder's fee or other brokerage or agent's compensation can be properly claimed by any person or entity based upon the acts of such party with regard to the transactions which are the subject matter of this Amendment. Each party hereto (as the indemnitor) shall indemnify and defend the other (as the indemnitee) against and hold the indemnitee harmless from all claims demands, liabilities, losses, damages, costs and expenses (including, without limitation, reasonable attorneys' fees, costs of expert witnesses, court costs and other litigation expenses) arising from or relating to any claim for a commission, fee or other compensation made by any brokers or parties with which the indemnitor has dealt in connection with this Amendment or the transactions contemplated hereby.

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date and year hereinabove written.

"Landlord"

STAN C. SPOSITO

"Tenant"

UNITED RENTALS, INC., a Delaware corporation

By: William F Lockhart
Name: William F Lockhart
Its: V.P.

EXHIBIT A
DESCRIPTION OF TENANT'S WORK

That certain "Addition and Remodel" to be constructed by Keith Construction, Inc., P.O. Box 2581, White City, OR, 97503 (the "**Contractor**"), in accordance with and as described in plans prepared by DJ Architecture, 201 First St NW, Suite "B", Albany, OR 97321 ("**Architect**") under Project No. 99016. The engineer for the Addition and Remodel is PacWest Engineering, 1600 Ninth Avenue, Albany, OR 97321 ("**Engineer**"). The landscape architect for the project is Charles Mangum & Associates, 5144 - 36th Ave SE, Salem, OR 97301. Plans for the Addition and Remodel include the following:

Site Plan	A1.1	Issue Date: 6/17/99
Building Elevations	A1.2	Issue Date: 6/17/99
Landscape Plan	L1.2	
Irrigation Plan	L2.2	

GARY A. BISACCIO
Attorney at Law

2125 S.W. Fourth Ave., Suite 600
Portland, Oregon 97201
Phone: 503-222-2600
Facs.: 503-222-5405

21 January, 2004

Mr. Robert Metz
United Rentals
6221 Chappell Road, N. E.
Albuquerque, New Mexico 87113

Facsimile No. 505.344.1392

Facsimile No. 503.344.1392

Dear Bob:

To begin, I think it is important to understand Stan Sposito's attitude towards his property and the way he assumes his responsibilities as a property owner and landlord. Stan is a participating owner-landlord who always assumes ultimate responsibility for his property. Part of that responsibility is to help assure the success of the tenant, as demonstrated in the past.

Stan has assumed responsibility to notify and discuss with the manager from time to time the following issues pertaining to the property:

1. A parking problem was identified. Stan negotiated with the manager of the pizza restaurant next door for use of three parking spaces by United employees.

2. Stan suggested straightening, and United Straightened, then Stan prepped and painted the ballustrades which protect the brick columns.

3. Stan trimmed, seeded, and fertilized the dying grass to improve the attractiveness of the property and United's business.

4. Stan walked the property often, picking up trash, thereby making the property more appealing to United's customers.

5. Stan suggested cutting foliage for better visibility of building, equipment, and United's sign.

6. Stan noticed that several front panels on the building were discolored, informed the manager, then prepped, primed, and painted the panels for a more appealing building.

7. Stan has removed fallen fir tree limbs from the parking lot.

8. After discussion with the manager, Stan prepped, patched, and painted the damaged caps on all the brick columns to match the building color, resulting in more attractive, eye catching, columns.

9. The manager wanted the grass cut in the detention pond. City Hall said no. Stan obtained the Tualatin Fire Department's permission to cut the grass because the tall grass in the detention pond was close enough to the equipment to constitute a fire hazard.

10. Stan repaired, patched, and painted cracked stucco on the building.

11. Stan uncovered trespasser use of the stairwell during evenings.

12. Recently, Stan's initiative resulted in the present lease extension.

13. Stan has repeatedly acted as a genuine advocate for United Rentals in the community.

Mr. Sposito performs his promises and agreements, including and especially those made to you and Tim Rule. First and foremost of these was his agreement for a rent reduction together with a 5% annual rent increase the second two years. The 5% adjustments were not included in draft agreement prepared by United's legal department. I understand that the agreement was $5000 per month from 1 March, 2004, through 28 February, 2005, $5,250 per month from 1 March, 2005, to 28 February, 2006, and $5,512.50 per month from 1 March, 2006, to 28 February, 2007.

United has proposed that Mr. Sposito abandon the contract form and terms on which he has successfully relied in his business. Thus, Mr. Sposito requests that United reimburse his legal expenses.

Enclosed is United's contract form with Mr. Sposito's changes. I have had considerable difficulty with the interfacing word processing programs which print a page every fifteen minutes or so, and then incorrectly. Paragraph 16 poses three problems: (1) damage caused by Tenant or not caused by Landlord are not the responsibility of Landlord; (2) any damage must be significant enough to make impracticable obtaining business disruption insurance to cover the loss, and even significant damage can be repaired quickly and compensated for by fire/casualty insurance; and (3) the decision to terminate business must be made in good faith according to reasonable objective standards. Some changes have simply been crossed or lined out.

Mr. Sposito requests copies of the existing insurance policies and records pertaining to

the construction of the additions to the property about three years ago by Keith Construction.

I am available to work on this with you this week to get this wrapped up.

Yours truly,

GARY A. BISACCIO

c: Stan & Tracy Sposito

United Rentals, Inc.
Five Greenwich Office Park
Greenwich, CT 06830
Tel: 203 622-3131
Fax: 203 622-6080
www.unitedrentals.com

Allen J. Roberts III, Esq.
Real Estate Counsel
203-618-7331 (ph)
203-622-4325 (fax)
aroberts@ur.com

October 3, 2006

VIA OVERNIGHT MAIL
Mr. Stan C. Sposito
5283 S.W. 201st Avenue
Aloha, Oregon 97007

Re: Lease Agreement dated January 11, 1989 between Stan C. Sposito ("Landlord") and United Rentals Northwest, Inc., successor in interest to Andersen Oregon Rental, Inc. ("Tenant"), as amended by Amendment No. 1 to Commercial Lease dated August 1, 1999, as further amended by Letter Agreement dated January 30, 2004 (collectively, the "Lease") for real property and improvements thereon located at 8250 S.W.Tonka Street, Tualatin, Oregon [#368]

Dear Mr. Sposito:

This is a follow up to Tenant's letter dated July 27, 2006 whereby it exercised the first of five (5) three (3) year Renewal Terms under the Lease. This will confirm the mutual agreement by the parties that Basic Rent for this Renewal Term (i.e., from March 1, 2007 through February 28, 2010) shall be $66,600 per year, payable in equal monthly installments of $5,550.00.

As part of exercising this renewal term, Tenant shall use best efforts to install a new sign for the facility in compliance with all local sign ordinances and Tenant's corporate signage standards for the purpose of improving roadway visibility.

Please confirm Landlord's agreement to the Basic Rent terms set forth above by countersigning this letter and faxing a copy back to me at (203) 622-7342 and returning the original to me via mail.

If you have any questions, please contact Todd Carlson at (949) 809-0129 or me at (203) 618-7331. Thank you for your prompt attention to this matter.

Very truly yours,

Allen J. Roberts, III

Name [illegible]

Phone 88 642 68[illegible]

Date 2/25 Time

268236

A867

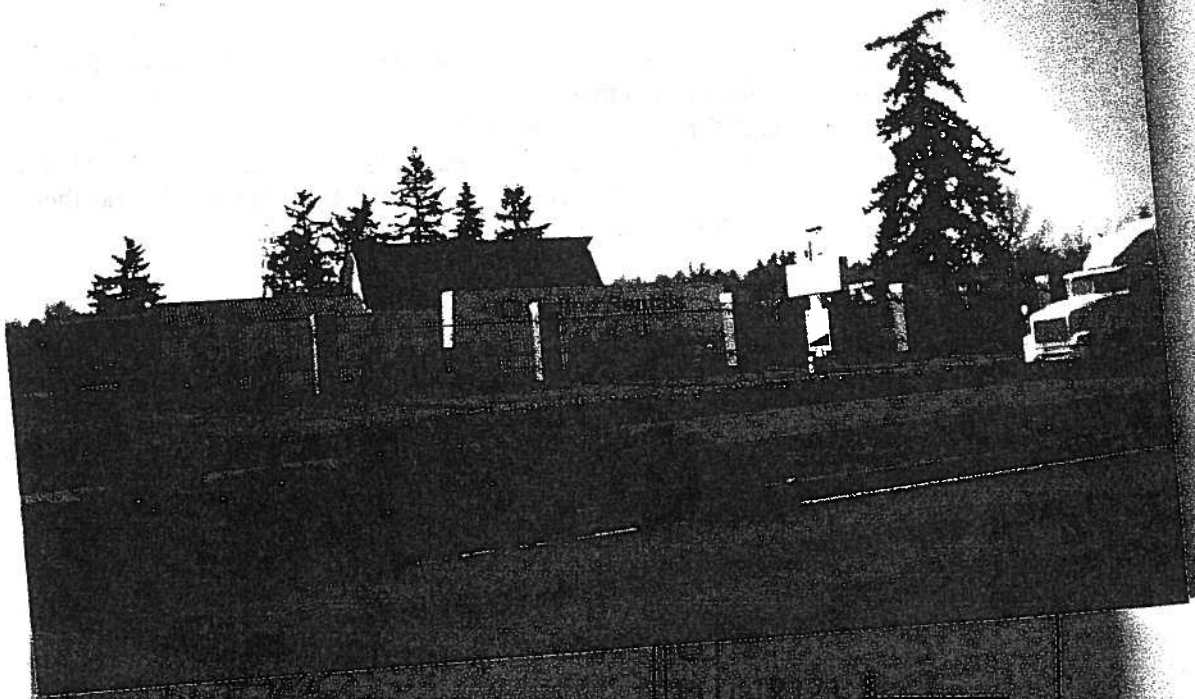
6027/54+2P

FredMeyer

ONE HOUR PHOTO digital solutions

1 Roll of Film Per Envelope Please

Film Processing



Digital Prints

PLU 7016 $

Greeting Cards/Other

PLU 7016B $

09

Name [illegible]

Phone [illegible]

Date 4/12 Time

623252

9447

20/54

1 Roll of Film Per Envelope Please

Film Processing
4" x 6" Prints
Single ☐ Double ☒

35mm ROLL ☒ APS ID Cassette# REPRINTS ☐

11/08

Name
623157
Phone
United Rentals
Northwest Industrial Division
1-877-796-1235

Name STOCKTON

Phone 503-691-2485

Date 2/4 Time

676599

2944

RedMeyer

ONE HOUR PHOTO digital solutions

1 Roll of Film Per Envelope Please

Photo Items

CD

Greeting Cards/Other

12/08

Name

Phone 649-2483

Date 4/21 Time

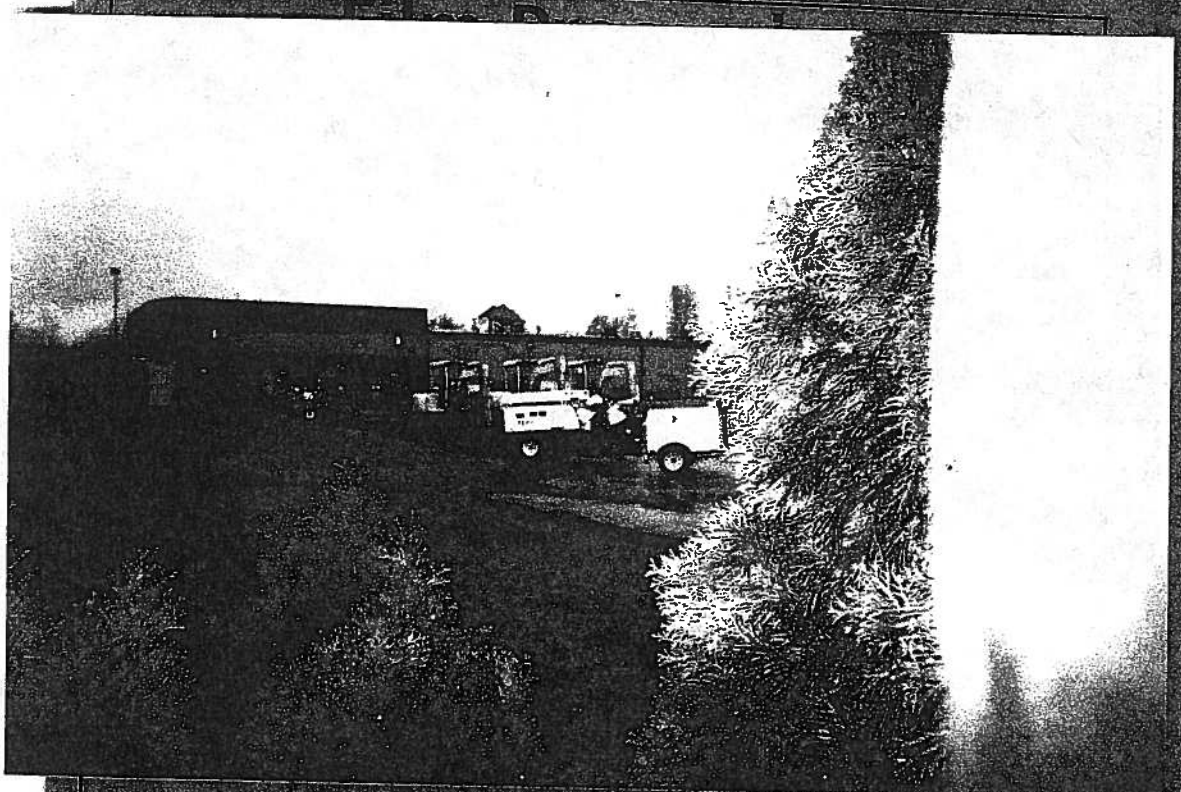
119332

4368

FredMeyer

ONE HOUR PHOTO digital solutions

1 Roll of Film Per Envelope Please



Greeting Cards/Other

PLU 70163 $

JAN
2008

United Rentals
TEREX
TB400
United Rentals
1-800-UR-RENTS
USDOT 889159

United Rentals
1-800-UR-RENTS

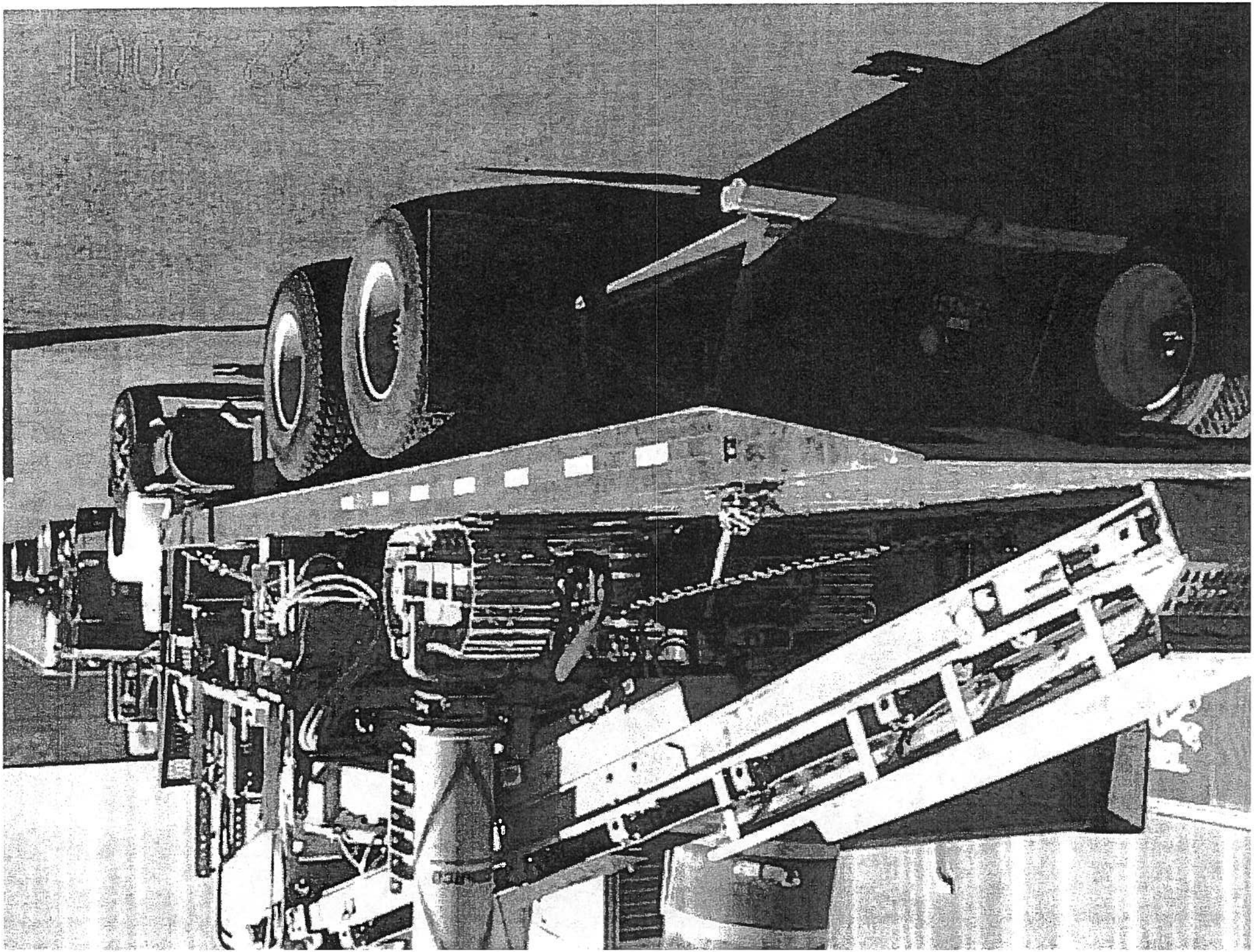
United Rentals
1-800-UR-RENTS
United Rentals
MARATHON

United Rentals
755
11.2002

10:02 2001-7-3

7.30.2001
SIDE
Outback Rentals

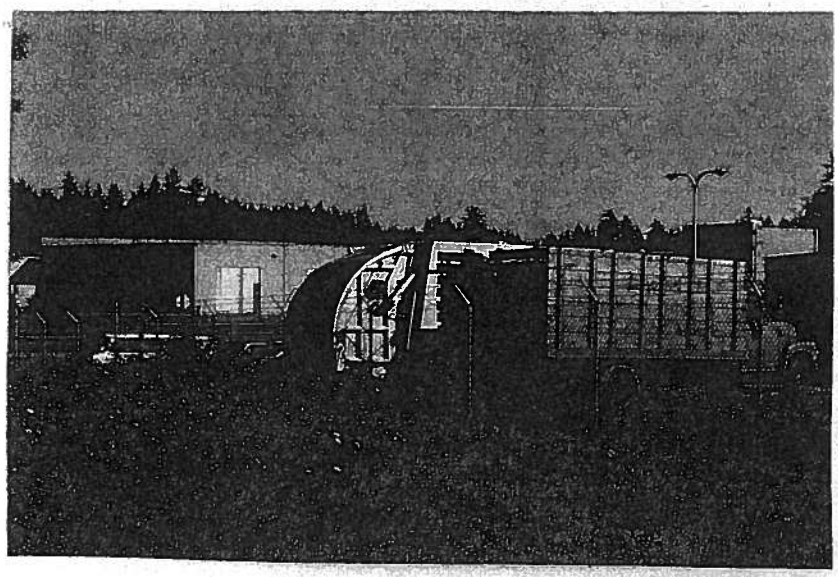
5.22.2001

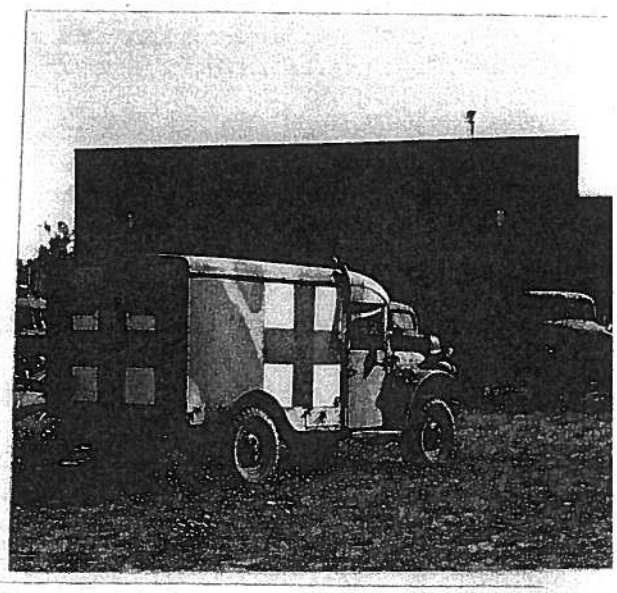


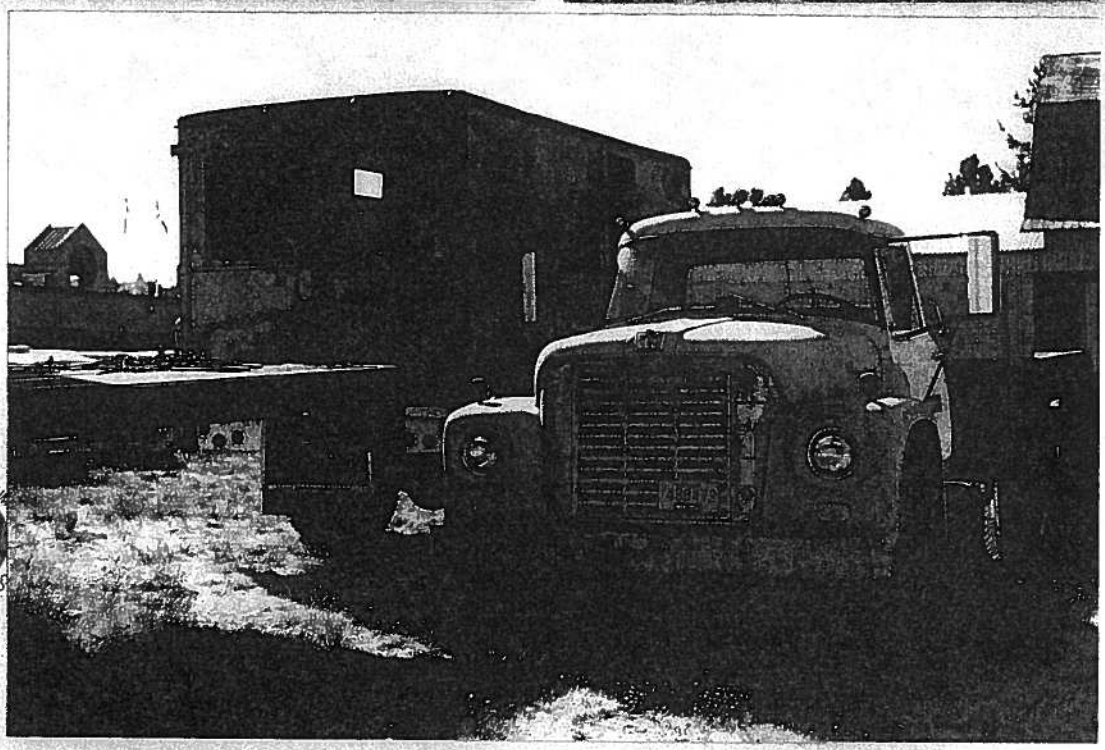
9.20.2000

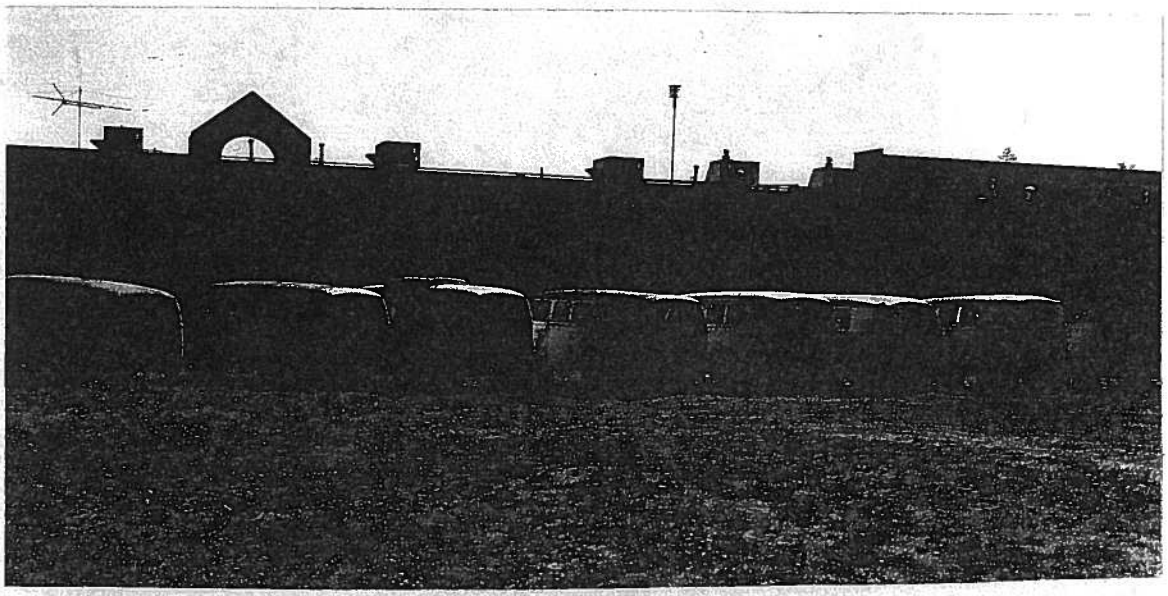
10.11.2000

9.19.2000









United Rentals

CITY OF TUALATIN
18880 SW MARTINAZZI AVE. PO BOX 369
TUALATIN, OREGON 97062-0369
(503) 692-2000

October 28, 1988

Ms. Sally Holt Caplan
One Main Place, Suite 600
101 SW Main
Portland, OR 97204-3235

RE: INT-88-01--REQUEST FOR INTERPRETATION--SECTION 54.020(2)(p), TUALATIN DEVELOPMENT CODE, RENTAL OF VARIOUS SMALL EQUIPMENT, TOOLS AND DEVICES IN GENERAL COMMERCIAL (CG) PLANNING DISTRICT

Thank you for your letter of September 21, 1988, wherein your client, Mr. Paul Moody of Anderson Oregon Rental (5413 NE Columbia, Portland 97218, 282-1313) attempts to "...clarify... the type of equipment, tools and devices he proposes to rent." Although the letter does not specifically state what Mr. Moody proposes to rent, it does indicate the rental of "...various small equipment, tools and devices" is desired. You have asked for an interpretation of the Tualatin Development Code and specifically whether your clients intended use is permitted.

BACKGROUND

The subject property is at 8250 SW Tonka Street. It is in the General Commercial (CG) Planning District. The owner is Mr. Stan Sposito.

A meeting occurred on September 15, 1988, attended by me, Janet Young and Messers. Sposito, Moody and Bisaccio. The meeting revolved around what the word "small" meant when used in Section 54.020(2)(p) to describe the permitted rental of equipment. It was agreed Mr. Moody would request an interpretation of the Code in writing and the Planning Department would respond.

This request does not involve the rental of cars or trucks as their rental is specifically permitted in the Light Manufacturing (ML) District. The rental of trailers is addressed in this interpretation as an item that is incidental to the rental of equipment.

REQUEST

What is meant by the word "small" in the permitted use of Rental of Various Small Equipment, Tools and Devices in the CG District [Section 54.020(2)(p)]? The focus is on the word "small" because the ML District allows as a permitted use the rental of any size of tools and equipment [60.020(17)] whereas the CG District limits the size to "small equipment, tools and devices."

DISCUSSION

Answering the question, What is small, is very difficult. Webster's New Collegiate Dictionary (G & C Merriam Co, 1977) defines small as "having comparatively little size or slight dimensions; and little in an objectively measurable aspect (as quantity, amount, or value).

Clearly, the dictionary does not provide an answer that can be directly related to equipment, tools and devices. Some knowledge of equipment, etc. and the rental industry is needed.

The rental service industry is very diverse. Individual tools such as hammers and socket sets as well as backhoe loaders weighing over 20,000 lbs. (10 tons) can be rented. The following is a list of the categories of rental items from U-Haul's 1986-87 catalog:

audio/video eq.
automotive & mechanical tools
builders tools & eq.
concrete & masonry eq.
floor & carpet eq.
guest, infant & pet eq.
heating & cooling eq.
heavy construction eq.
home health care eq.
ladders & scaffolding
lawn & garden eq.
materials handling eq.
painting & wallpaper eq.
party goods
plumbing & electrical tools
recreation equipment
trucks, trailers
cartop carriers
bumper hitches, tow bars

Within each category there can be great diversity in the size, weight, function and skill needed to operate each item. The automotive category, for example, includes 14" high jack stands to support a car as well as a towable engine hoist weighing over 350 lbs. with a lifting height of 96" (8') and capable of lifting a 2,000 lb. engine out of a vehicle. The concrete category includes a hand trowel as well as a towable concrete mixer. The heavy equipment category includes hand operated soil compactors and front end loader/backhoes up to 60 horsepower and tracked excavators (steam shovels).

What guidance is available to help answer the question, What is small? One obvious possibility is the Tualatin Development Code. There is no definition for the words, "equipment," "tools," "devices" or "small." There are three cases in the Code's definition section where the word small is used as an adjective.

Section 1.020 defines Small Lot as "Any lot with an area less then 7,000 square feet," and Small Lot Subdivision as "A subdivision containing lots of a size smaller than 7,000 sq.ft." Section 31.060 defines Small Animal as, "A domestic animal, such as a dog, cat, rabbit, or guinea pig, accepted by the American Veterinary Medical Association as a household pet." These definitions are not helpful because lot size and animal size do not logically relate to equipment, etc. rental.

There are several instances outside the definition sections where the word "small" is used. Section 53.050(11) of the Central Commercial District lists a conditional use, "Veterinary Clinic" with practice limited to small animals. Section 54.065(7)(f) of the General Commercial District lists a development standard for gas stations with the word "small" in it. It states:

> The storage and display of merchandise such as tires and batteries offered for sale shall be conducted in the station building. However, small items such as oil and windshield wiper blades may be displayed outside the building.

Section 60.020(13)(d & e) of the ML District lists two permitted uses with the word small (the manufacture of small generators and small electric motors). Also permitted are "Metal Casting (small)" [60.020(14)]; the "processing, assembly, packaging and other treatment of small products manufactured from the following previously prepared or semi-finished materials: bone, hair, fur..." [60.020(23)]; the "assembly and packaging of small electrical appliances, such as radios, televisions, photographs, office machines, and including the manufacture of small parts for such appliances" [60.020(24)]; and the "molding of small products from metal or plastic" [60.020(27)].

These Code sections give a general idea of what small is, but are only an approximation and they are not specifically related to, nor are they directly linked to tools, devices and equipment. There is some benefit, however, in looking at these references because they are examples from the Code of the use of the word small. Two of the references (small lots and animals) should be ignored because this interpretation does not deal with either land or animals. Most of the remaining references mention small electric generators and motors, castings and products, but there is no objective way to know what small means. Two references do list examples to show what is meant by small. Gas stations can display small items such as oil and wiper blades outdoors and small electrical appliances such as radios, TVs, photographs and office machines may be assembled in the ML District. These are the only specific references to the word small in the Code that give examples of what small is.

The Purpose Statement for the CG District states in part, "Automotive uses that use large amounts of land, such as automobiles, truck and machinery sales and rental, are not appropriate uses in this district" (54.010). Based on the purpose, new and used car and truck sales and rental are not

permitted in the CG District. They are permitted conditionally in the ML District [60.040(1) (a & r)]. It is clear that land expansive uses like auto-truck-machinery sales and rental are not permitted in the CG District. The rental of "small" equipment is consistent with the purpose statement, whereas the rental of large equipment is not.

In addition to the Purpose Statement, the CG District allows as a permitted use "Any use permitted outright in the Central Commercial Planning District as provided in Section 53.020 of the Planning District Standards" [54.020(1)]. Section 53.020 requires all permitted outright uses to be "...conducted wholly within a completely enclosed building." Further, the CG District allows as conditional use "Any conditional use permitted in a Central Commercial Planning District, as provided herein by Section 53.050" [54.030(1)]. Section 53.050 lists "Outside storage and sales" as a conditional use. It is a conditional use in the CG District also per 54.030(1).

The Code includes some additional guidance, although it is not as direct as the two examples above because the word small is not included. The CG District allows the retail sale of "lawn and garden tractors (not exceeding 25 h.p.)." No mention is made, however of whether or not lawn and garden tractors from 1-25 horsepower are considered small, medium or large, although one may infer that a lawn and garden tractor exceeding 25 h.p. would be larger than is permitted. It is not possible to directly transfer the 25 h.p. limit to the rental of devices, tools and equipment. It would appear that a 25 h.p. or larger lawn and garden tractor would be considered large and would not be consistent with small equipment.

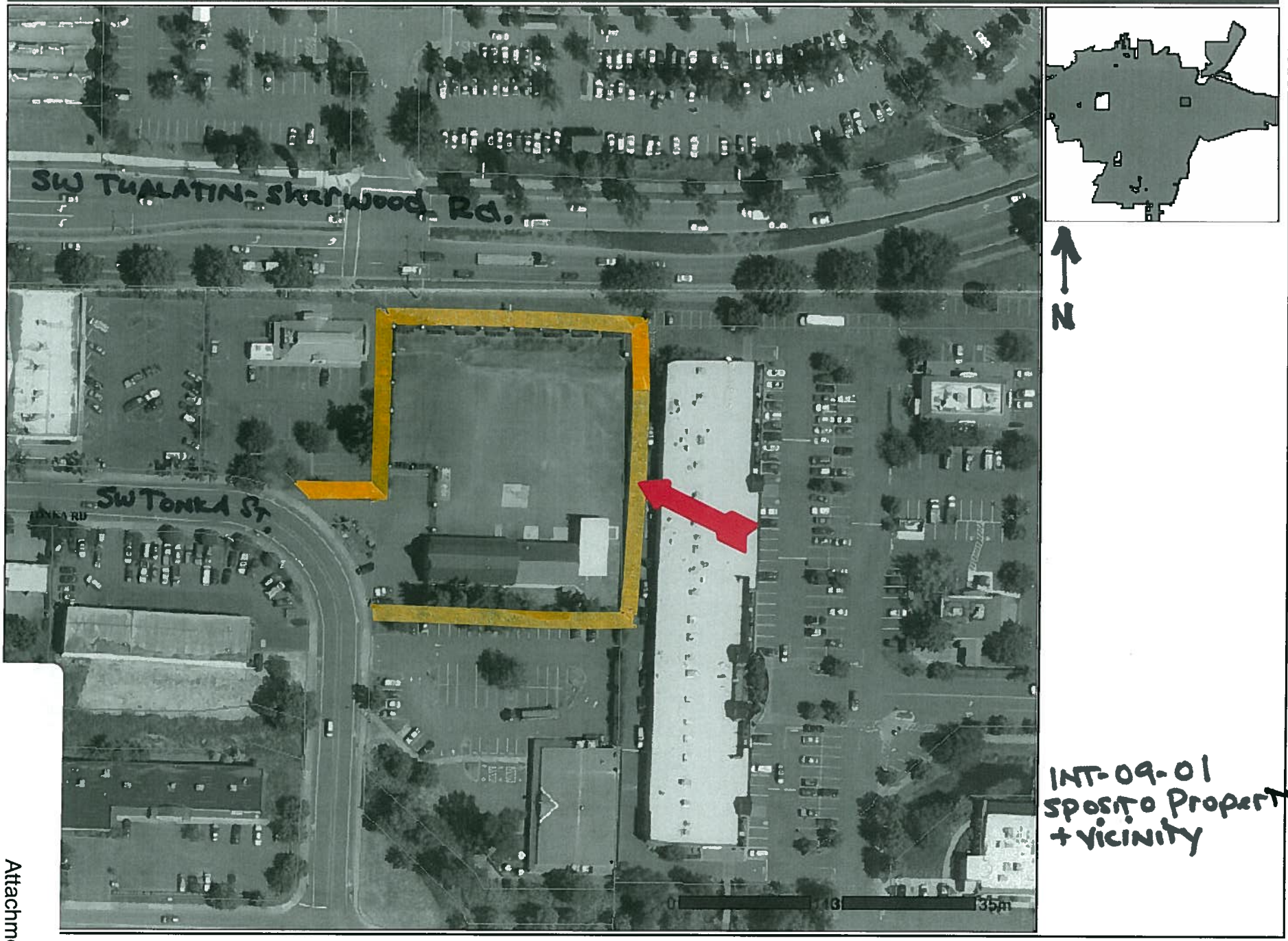
Sears lawn and garden tractors begin with lawn tractors at 10 - 14 h.p. and go up to yard tractors at 16 h.p. and top out with garden tractors at 18 and 20 h.p. Similarly, John Deere products begin with 6-12.5 h.p. riding mowers (400 lbs.) and go up to 9-17 h.p. lawn tractors (500 lbs.) and top out with 14-20 h.p. garden tractors (750 lbs.). The next step up for Deere is a farm tractor which is not in the same category as lawn and garden tractors.

The size of most lawn and garden tractors which I have examined tops-out at 20 h.p. This size, based on horsepower, provides a useful guide to help determine what constitutes small equipment and can be transferred to other types of equipment.

FACTORS TO CONSIDER

When considering what small is, some basis for the determination must be identified. Many factors have been reviewed. Height could be used, but it does not adequately address the diversity of items that can be rented. For example, if the height of a human is used, say 6 feet, then something as minor as a 7-foot stepladder could not be rented, but a piece of equipment such as a limited size steam roller of about 4 feet in height with

TualMap: Area of Interest Map



INT-09-01
Sposito Property
+ Vicinity

ATTACHMENT C

Attachment C
June 8, 2009 Aerial Photo of
Site & Vicinity Map

Αλφαβητικός
κατάλογος βιβλίων
Μέρος Α΄

Ο κατάλογος βιβλίων
Μέρος Α΄

Ο κατάλογος βιβλίων - Μέρος Β΄

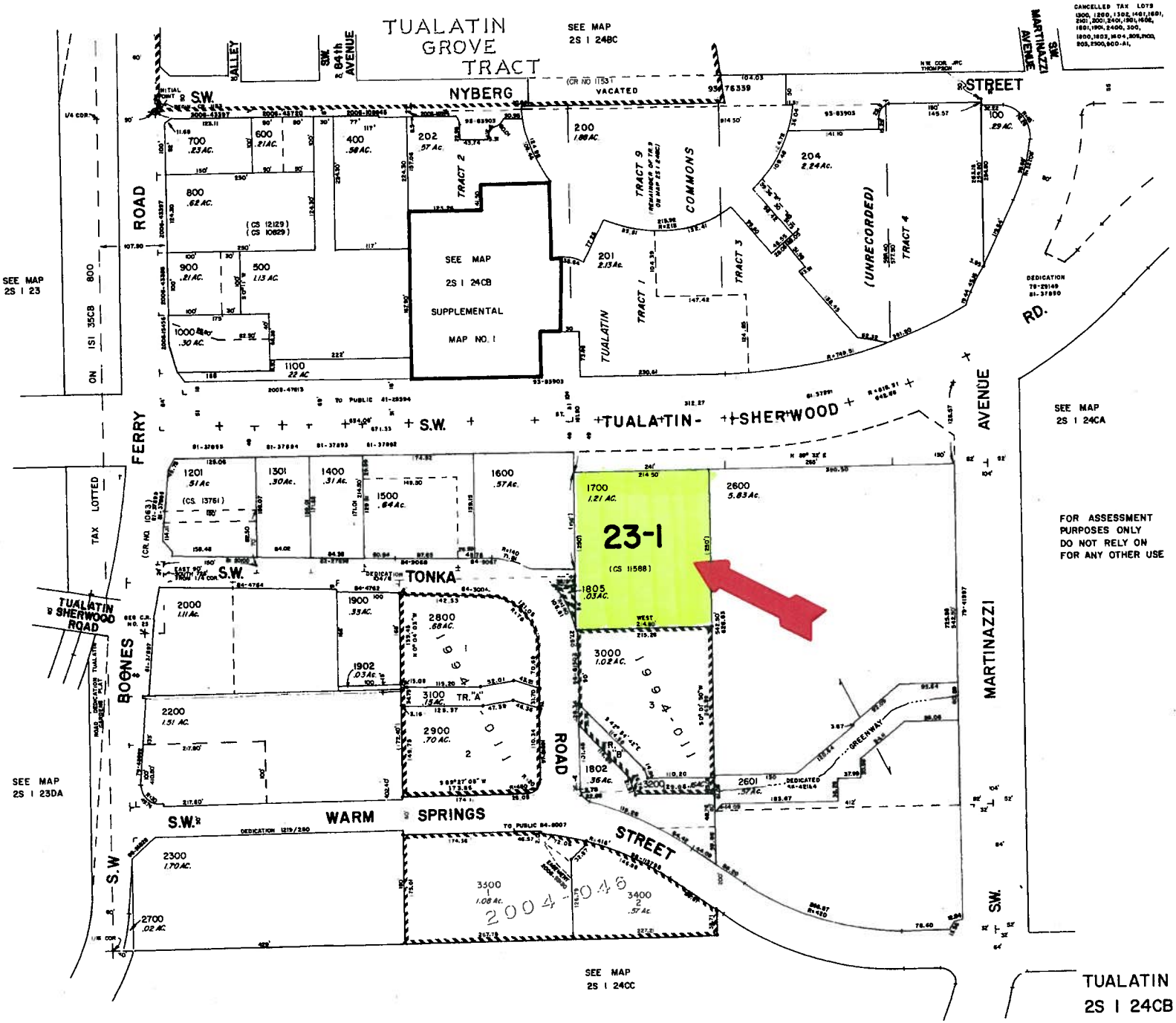
Ο κατάλογος βιβλίων - Μέρος Β΄

NW 1/4 SW 1/4 SECTION 24 T2S R1W W.M.

WASHINGTON COUNTY OREGON

SCALE 1"=100'

2S 1 24CB



Attachment C
Tax Map

18-inch high rollers and weighting 2-3 tons would be permitted. Similar inconsistent results occur when width or volume are used. A different factor could be tried, such as whether the item is used indoors or outdoors, or whether the item is used by homeowners or contractors. But again, such factors do not work well, given the diversity of items rented. The tie between being classified as small because it is used indoors and big because it is used outdoors is not very direct. Some items such as ladders are used inside and outside and many items used exclusively outside would be considered small by a reasonable person. Many items are used by both homeowners and contractors.

The underlying problem with all of the above factors is a line must be drawn and there appears to be no logical demarcation based on a person's height, its weight, use indoors versus outdoors or whether a homeowner or a contractor uses it.

One possible factor is whether the item is stored inside or outside. It is related to the Purpose Statement in 54.010. Automotive uses, such as car and truck sales and rental, are characterized by outside storage and are not permitted in the CG District. On the other hand the sale of items smaller than cars and trucks, such as lawn and garden tractors and motorcycles, which rely on indoor storage are permitted.

FACTOR SELECTED

This interpretation is based upon horsepower. In defining "small," the hundreds of items in the category of hand held tools, including compressed air and electrically operated items such as circular saws and nailing guns, are considered small. They are small based on common knowledge related to their use, function and size compared to other tools, devices and equipment. Larger items such as air jacks for breaking up concrete, single foot compactors (gas powered "jumping jacks"), concrete saws, industrial rug cleaners, 42" floor fans, etc., are, by their use and function still in the small category. Many other items that are powered by gas or electrical motors or compressed air and operated by hand are also small. Examples are power trowels for finishing concrete; tampers, plate compactors and walk-behind vibratory rollers; and walk-behind trenchers for narrow ditches.

The demarcation point becomes fuzzy as larger items, self-propelled equipment, for example, are reviewed. Some self-propelled vehicles such as riding lawn mowers are powered by a 10-15 h.p. motor, but others such as backhoe/loaders can range from as little as 15 h.p. weighing 2,450 lbs. up to 112 h.p. weighing 20,500 lbs.

The CG District allows the sale of lawn and garden tractors not exceeding 25 h.p. Although the sale of lawn and garden tractors is not directly related to the rental of small equipment, tools and devices, there is a relationship between them, since the right to use is being transferred for value, either permanently

or temporarily. The Code does not indicate if lawn and garden tractors not exceeding 25 h.p. are small, medium or large, but it is clear that any equipment, tools or devices for rent must be small. The industry standard for lawn and garden tractors tops out at about 17 and 18 h.p. with some at 20 h.p. A lawn and garden tractor rated at 25 h.p. is, for the purposes of this interpretation, not considered to be small. A rating of 20 h.p. is considered to be small, thus equipment for rent, not exceeding 20 h.p. would also be small.

The 20 h.p. standard would allow the rental of small equipment such as lightweight backhoe/loaders. Several companies make backhoe/loaders with 20 h.p. or less engines. They include Dig It (14-18 h.p.), Garden Way (15 h.p.), Kubota (12.5 h.p.) Takeuchi (14.5 h.p.) and Terramine (18-20 h.p.) (Rental Equipment Register, July 1988, p. 74). Skid-steer loaders are also available at less than 20 h.p. They include Austoft (as low as 3 h.p.), Case (18 h.p.), Ford New Holland (18 h.p.), Kinsey Equipment (18 h.p.), Leon Ram/Ramrod (14 h.p.), Melroe (15 h.p.) and Prime Mover (18 h.p.).

The 20 h.p. limit would prohibit the rental of certain compaction equipment such as ride-on rollers weighting several tons. "Downsizing is prevalent in the roller market, especially in the case of the ride-on units" (Rental Equipment Register, July 1988, p. 89). For example, the Eager Beaver model SRH300 2-3 ton asphalt roller operates from a 23 h.p. gas engine (ibid., p. 92). The roller would also appear to be inconsistent with the CG Purpose Statement.

INTERPRETATION

The word small as used in Section 54.020(p) is interpreted to mean equipment, tools and devices up to and including those items with 20 h.p. motors.

In consideration of the above interpretation, it should be noted that an integral part of renting equipment is the provision of trailers to transport the items. Trailers are not considered to be equipment, tools or devices. The rental of equipment is considered to be the primary use and trailer rental is secondary or incidental to the primary use. The rental of trailers as a primary use is permitted conditionally in the ML District as is the rental of cars [60.040(l)(a)] and trucks [60.040(l)(p)].

Given the ancillary nature of trailers, their size need not exceed what is required to haul small equipment. A gross trailer weight rating of 4000 pounds would be adequate to transport small equipment. The trailers would not need to be covered or enclosed because the equipment to be hauled is all-weather and durable.

ATTACHMENT D

INT-09-01: BACKGROUND INFORMATION

Pertinent background information obtained from the submitted application and the Community Development Director's Interpretation Decision for INT-09-01 and other supporting documents are summarized in this section.

The subject of appeal is INT-09-01 and the Community Development Director's Interpretation dated July 23, 2009 addressing the status of non-conforming uses and auto & truck rental uses on the applicant/appellant's property at 8250 SW Tonka Street (Attachment B). A Request for Review of INT-09-01 (Attachment A) was filed on August 5, 2009 by Bill Campbell & Stan Sposito (applicants).

INT-09-01 is a Request for an Interpretation submitted by Stan Sposito and the Sposito Family Trust on June 23, 2009. The purpose of the Interpretation was to identify the legal non-conforming uses on the applicant's 8250 SW Tonka Street property and to address his belief that a proposed light truck or auto rental/leasing use is allowed on the property as a permitted or non-conforming use. With the departure of the former small equipment rental tenant, Mr. Sposito seeks to obtain an interpretation of non-conforming uses on the property and CG Planning District standards that would allow a prospective light truck/auto leasing & rental business (identified by Mr. Sposito as Enterprise Rent-a Car) to conduct their operation on the property.

The subject property is in the City of Tualatin, General Commercial (CG) Planning District and Central Urban Renewal District (CURD) Block 11, upon real property described by the Washington County Department of Assessment & Taxation as Tax Account 2S1 23CB, Tax Lot 1700. The property has frontage on both SW Tualatin-Sherwood Road (North) and SW Tonka Street (Southwest). The property was formerly the site of a United Rentals small equipment rental business and includes a 4,700 sq. ft. building and a paved and fenced outdoor storage yard. United Rentals operated the business on the property from 1999 to December 30, 2007 as a non-conforming use under the terms of Interpretation INT-88-01 (Copy provided as Attachment B-Attachment 2). A Tax Map and a Site Aerial are included with Attachment C.

ATTACHMENT E

INT-09-01: STAFF RESPONSES TO APPEAL

The Interpretation process and Non-Conforming Use provisions of the Tualatin Development Code (TDC) 31.070 and 35.020-35.040 respectively and the allowed uses for the General Commercial (CG) Planning District in TDC Chapter 54 must be considered when deciding the Request for Review of the July 23, 2009 Community Development Director's Interpretation Decision for INT-09-01 (Attachment B). A Request for Review of the July 23, 2009 Decision was received by the 5 p.m. August 5, 2009 deadline (Attachment A). The Request was submitted by Bill Campbell & Stan Sposito (applicants). The issues raised in the Request for Review that are relevant to the Interpretation question and the TDC, followed with a staff response are:

Reason #1 ""Activities on the subject property may have changed but they have not been terminated or abandoned and United Rentals has maintained a visible presence on the property." The on-site uses of the leaseholder have been changed, but have not been discontinued, terminated or abandoned." (Attachment A, pp.1-3)

Staff Response: Reason #1 is statements by the applicants related to the INT-09-01 conclusions on discontinuance of a non-conforming use and is relevant to TDC 35.020-35.040.

> TDC 35.020 Continuation of Nonconforming Uses or Structures.
> (1) Any nonconforming use of a structure or land existing on the date of the adoption of the Tualatin Community Plan, or any use of a structure or land becoming nonconforming subsequent to the effective date of the adoption of said Plan, may be continued, used, occupied or maintained only in accordance with the provisions of this chapter.
>
> TDC 35.040 Discontinuance of a Nonconforming Use.
> (1) If a nonconforming structure or use of land is discontinued for more than 12 months, it shall not be re-established unless specifically approved by the City Council. Approval by the City Council shall be granted or denied only after a public hearing is conducted on the proposed continuance. Notice of such public hearing shall be given in the manner required in TDC 31.077.

The INT-09-01 Decision addressed this question as follows (Attachment B, pp.6-7):

> Based on the provisions of Non-conforming Uses in TDC Chapter 35 and the definitions of "use" and "non-conforming use", a lease agreement between a property owner and a tenant and the language of the document do not create a "use" and do not constitute, establish or serve to continue a non-conforming use. Mention and photos of a vehicle or vehicles on the site were cited in the Application, but the vehicles were parked on the site sometime after United Rentals vacated the site. The presence of a vehicle parked on the site absent a verifiable use does not serve

to continue a non-conforming use. When United Rentals closed the business at 8250 SW Tonka Avenue and vacated the small equipment rental business on the property on December 31, 2007, all legal non-conforming uses ceased on December 30, 2008 and no use or activity was re-established. There is no evidence that any legal non-conforming uses were continued since that date. While the lease between the property owner and United Rental may continue beyond that date, no legal non-conforming uses associated with United Rental on the property continued and the discontinuance provisions of TDC 35.040(1) are applicable.

A 12-month time period beginning December 30, 2007 when United Rentals discontinued operations and use on the 8250 SW Tonka Street property, ended December 30, 2008. In accordance with TDC 31.040(1), any legal non-conforming use associated with the property discontinued over 12 months may not be re-established without the approval of the City Council.

Reason #1 restates the applicant's contention that non-conforming uses that existed on the 8250 SW Tonka Street property continue because 1) the most recent non-conforming use activity, United Rentals, holds a lease on the property and because; 2) the applicant has documented photos of trucks with a United Rentals sign on the property. As repeated above, INT-09-01 concludes that a lease and photos of parked vehicles are not evidence of the continuation of a non-conforming use. The applicant/appellants do not provide substantive facts or evidence (either in the INT-09-01 application or Request for Review) that the non-conforming "use" or physical activities that constitute the non-conforming use remained on the property after December 30, 2008. As per TDC 35.040(1), the nonconforming use of land at 8250 SW Tonka was discontinued for more than 12 months, and shall not be re-established unless specifically approved by the City Council.

Reason #2 "We provided photographic evidence United Rental equipment rented/leased from the property that included vans, light trucks, tanker trucks, and related equipment. These activities continued until United Rentals began a transition in use in 2007-2008." "Photos of the site and the United Rentals equipment and rental vehicles corroborate the statement, which in turn supports the rights of the property owner and United Rentals to sublet the property for truck and auto leasing to include vans and light trucks while exceeding the five vehicle limitation of the permitted auto leasing in the General Commercial Zone." "The uses proposed by Enterprise Rent-a-Car and The Sposito Family Trust limits proposed uses to vehicle rental to include autos, vans, and light trucks. The City ordinance does not define auto leasing, although the activity in general includes vans, light trucks up to 14 feet in length and related equipment." (Attachment A, pg. 2)

Reason #2 re-states the applicants' claims that truck and auto leasing activities were part of, or the same as, the legal non-conforming use that United Rentals operated under at the 8250 SW Tonka property and in the CG Planning District. It is relevant to the requirements that apply when a non-conforming use is discontinued in TDC

35.040(1) (addressed under Reason #1 above), to the definitions and interpretations in INT-88-01 related to small equipment rental, and to the allowed uses in the CG Planning District listed in TDC 54.020(2). The INT-09-01 Decision addressed this question as follows (Attachment B, pg. 6):

> The interpretation of INT-08-01 requested for Anderson Oregon Rental (succeeding the Rabbit Hutch auto repair business) for this property and history of use specifically limited the Anderson and United activities on the Sposito property to rental of "small equipment, tools and devices" and restricted powered equipment and vehicles with motors greater than 20 h.p. There is no evidence that Anderson and United legally included rental or leasing of large machinery & equipment, light trucks or autos on the property. Staff finds that the United Rental operation which ended in December 2007 did not create or continue large machinery & equipment and light truck/auto leasing/rental use as a legal non-conforming uses on the property in the CG Planning District.

Truck & auto leasing/rental were not legal non-conforming uses on the 8250 SW Tonka Avenue property during the tenure of Anderson Oregon Rental and United Rental and therefore are not applicable to current allowed uses on the property. Rental and leasing of autos and light trucks is listed as a conditional use in the ML & MG (Light & General Manufacturing) Planning Districts (restricted within the Special Commercial Setback on SW Tualatin-Sherwood Road & SW 124th Avenue shown on TDC Map 9-5) but not listed in other Planning Districts. Truck leasing or rental is not an allowed use in the CG Planning District. Auto rental and auto leasing with more than five vehicles on the property are not allowed uses in the CG Planning District. The appellants do not provide any evidence to change a conclusion that truck leasing/rental or auto rental/leasing (greater than 5 vehicles) were not a legal non-conforming use on the 8250 SW Tonka Street property or allowed uses in the CG Planning District.

Reason #3 "...business activities that constitute a nonconforming use are allowed to expand, or to adjust or modify uses in response to changing market conditions." "The property owner has the right to a continuity of use under the provisions of the city ordinance and state law." "The property owner has the right to adjust the business operations on the site, in accordance with the local ordinance and changing market conditions." (Attachment A, pp. 2-4)

Staff Response: The standards and requirements for continuing, altering, and enlarging non-conforming uses are provided in TDC 35.030(1) as follows:

> "TDC 35.030(1) A nonconforming structure or use of land may be continued, but shall not be altered or enlarged, except for warehouse and distribution center uses existing on April 12, 2000 in the Manufacturing Park District which can be altered and enlarged. "

While recognizing that the specific non-conforming use may continue as established through changes in business or property ownership, TDC 35.030(1) clearly requires that if the use is altered, the legal non-conforming status will be lost. The TDC does not have allowances or exceptions to allow "...expand, or to adjust or modify uses", for "changing market conditions" when determining the status of a legal non-conforming use. If the particular non-conforming use is enlarged, "altered", or changed into another use, then the non-conforming use is discontinued regardless of the business or property owner's reasons for changing it. The statements in Reason #3 are not consistent with the Non-conforming use provisions of TDC35.030(1) and do not lead to a conclusion that legal non-conforming use can be expanded, adjusted or modified.

Other issues that were raised by Mr. Campbell and Mr. Sposito (but not applicable to TDC 35 020-040 and TDC Chapter 54 CG Planning District) include:

> Reason #4. The history of leases on the property, the presence of a current lease on the property and the terms of leases.
>
> Reason #5. The investment and expense value of various building, stormwater, landscaping and other site improvements to the property by the owners and lessees.

Staff Response: As noted under Reason #1 above, the definition of a use and non-conforming use is associated with the "activity" and with the terms and standards of the allowed uses in a particular Planning District. A lease between a landowner and a tenant is a private agreement or contract that has no bearing on the TDC and does not define or determine whether a use is allowed or non-conforming. Improvements and investments on a property may be associated with the operation of a particular non-conforming use and compliance with TDC standards such as landscaping and stormwater management, but they do not exempt a property from the standards and requirements for continuing or discontinuing a non-conforming use.

Public notice and opportunity for comment were provided during the review of the Interpretation INT-09-01 and following the issuance of the Community Development Director's Decision.

AFFIDAVIT OF MAILING

STATE OF OREGON)
) SS
COUNTY OF WASHINGTON)

I, Stacy Crawford, being first duly sworn, depose and say:

That on the 9th day of September, 2009, I served upon the persons shown on Exhibit "A," attached hereto and by this reference incorporated herein, a copy of a Notice of Hearing marked Exhibit "B," attached hereto and by this reference incorporated herein, by mailing to them a true and correct copy of the original hereof. I further certify that the addresses shown on said Exhibit "A" are their regular addresses as determined from the books and records of the Washington County and/or Clackamas County Departments of Assessment and Taxation Tax Rolls, and that said envelopes were placed in the United States Mail at Tualatin, Oregon, with postage fully prepared thereon.

Stacy Crawford

SUBSCRIBED AND SWORN to before me this 9th day of Sept., 2009.

Courtney Rae Cox
Notary Public for Oregon
My commission expires: 9/21/2011

OFFICIAL SEAL
CORTNEY RAE COX
NOTARY PUBLIC-OREGON
COMMISSION NO. 421300
MY COMMISSION EXPIRES SEPTEMBER 21, 2011

RE: INT-09-01—REQUEST FOR REVIEW APPEAL OF THE JULY 23, 2009 INTERPRETATION ANSWERING "WHAT IS THE STATUS OF THE NON-CONFORMING USE RIGHTS OF THE LAND AND STRUCTURE LOCATED AT 8250 SW TONKA STREET?"

EXHIBIT A

Exhibit "A"

2S124CB02600
Martinazzi Square LLC
By API/Pichon VIII LLV
112 Third Street
Lake Oswego, OR 97034

2S124CB03300
Tualatin Valley Lodge #2780
PO Box 1535
Tualatin, OR 97062

2S124CB02800
J LO LLC
8340 SW Tonka Street
Tualatin, OR 97062

2S124CB01500
Portland Rose LLC
1801 NW Iowa
Bend, OR 97701

2S124CB00500
Harvey Clark & David Emami
3380 Barrington Drive
West Linn, OR 97068

2S124CB02900
Vandolay Properties LLC
8375 SW Warm Springs Street
Tualatin, OR 97062

2S124CC00102
KC Propco LLC
650 NE Holliday Street #1400
Portland, OR 97232

2S124CB01900
Melbo Land & Investment Co
PMB #123
1115 Madison Street NE
Salem, OR 97301

2S124CB03000
KOWBOY C LLC
DBA: Bushwackers
8200 Tonka Road
Tualatin, OR 97062

2S124CB03400
Warm Springs Crossing LLC
8220 SW Warm Springs Street
Tualatin, OR 97062

2S124CB01600
Oregon Village Pizza Associate LLC
Attn: Jake Matthews
121 Spear Street #250
San Francisco, CA 94105

2S124CB00201
Century Hotel LLC
4601 NE 78th Street, Suite 130
Vancouver, WA 98665

Exhibit "A"

Bill Campbell
Bill Campbell & Associates
PO Box 843
Manzanita, OR 97130

Stan Sposito
Sposito Family Trust
5283 SW 201 Avenue
Aloha, OR 97007

City Manager

City Attorney

Jay Harris
City Council

Monique Beikman
City Council

Donna Maddux
City Council

Ed Truax
City Council

Chris Barhyte
City Council

Joelle Davis
City Council

Community Development Director

Building Official

Exhibit "B"

City of Tualatin

www.ci.tualatin.or.us

NOTICE OF HEARING
CITY OF TUALATIN, OREGON

A public hearing will be held before the Tualatin City Council on **Monday, September 28, 2009** at 7:30 p.m. in the Council Building, Tualatin City Center, 18880 SW Martinazzi Avenue, Tualatin, Oregon to consider the following quasi-judicial action:

> Request for Review of INT-09-01 – Appeal of the July 23, 2009 Interpretation Answering "What is the Status of the Non-Conforming Use Rights of the Land and Structure located at 8250 SW Tonka Street?" (2S124CB1700).The property is in the General Commercial (CG) Planning District.

A Request for Review of the Community Development Director's Interpretation Decision determining that a "small equipment rental" non-conforming use on the 8250 SW Tonka Street property that was subject to the definitions and conclusions in Interpretation INT-88-01 was not retained after December 31, 2008; and determining that a light truck leasing and rental use or an auto leasing and rental use with greater than five vehicles on site are not permitted uses nor previously established legal non-conforming uses and are not allowed uses on the property as permitted uses nor as non-conforming uses, along with written comments, was filed on August 5, 2009, during the appeal period. The issues raised in the Request for Review of the Interpretation Decision are:

> Reason #1. "Activities on the subject property may have changed but they have not been terminated or abandoned and United Rentals has maintained a visible presence on the property." The on-site uses of the leaseholder have been changed, but have not been discontinued, terminated or abandoned."
> Reason #2. "We provided photographic evidence United Rental equipment rented/leased from the property that included vans, light trucks, tanker trucks, and related equipment. These activities continued until United Rentals began a transition in use in 2007-2008." "Photos of the site and the United Rentals equipment and rental vehicles corroborate the statement, which in turn supports the rights of the property owner and United Rentals to sublet the property for truck and auto leasing to include vans and light trucks while exceeding the five vehicle limitation of the permitted auto leasing in the General Commercial Zone." " The uses proposed by Enterprise Rent-a-Car and The Sposito Family Trust limits proposed uses to vehicle rental to include autos, vans, and light trucks. The City ordinance does not define auto leasing, although the activity in general includes vans, light trucks up to 14 feet in length and related equipment."
> Reason #3 "...business activities that constitute a nonconforming use are allowed to expand, or to adjust or modify uses in response to changing market conditions." "The property owner has the right to a continuity of use under the provisions of the city ordinance and state law." "The property owner has the right to adjust the business operations on the site, in accordance with the local ordinance and changing market conditions."

Other issues that were raised include:

- The history of leases on the property, the presence of a current lease on the property and the terms of leases.

18880 SW Martinazzi Avenue | Tualatin, Oregon 97062-7092 | 503.692.2000

- The investment and expense value of various building, stormwater, landscaping and other site improvements to the property by the owners and lessees.

Before affirming the July 23, 2009 Interpretation Decision with regard to the issues raised by Mr. Campbell and Mr. Sposito, the City Council must find that the requirements of the Tualatin Development Code (TDC) 35.020-040 relating to Non-Conforming Uses were correctly applied and the Community Development Director's interpretation of allowed uses for the General Commercial (CG) Planning District in TDC Chapter 54 is correct.

Persons are invited to attend and be heard upon the issues being appealed. Failure to raise an issue in the hearing, in person or by letter, or failure to provide sufficient specificity to allow the City Council an opportunity to respond to the issue precludes an appeal to the State Land Use Board of Appeals (LUBA) based on that issue. The failure of the applicant to raise constitutional or other issues relating to the proposed conditions of approval with sufficient specificity to allow the City Council to respond to the issue precludes an action for damages in circuit court.

Individuals wishing to submit written comments may submit their comments to the Planning Division prior to the hearing, or they may present written or oral testimony to the City Council at the hearing. The Request for Review hearing will commence with a staff presentation, followed by testimony by proponents, testimony by opponents and rebuttal. The Council will consider only the issues raised in the Requests for Review. The time of individual testimony may be limited. If a participant requests before the hearing is closed, the record shall remain open for seven (7) days after the hearing.

Copies of the application, all documents and evidence relied upon by the applicant and applicable criteria are available for inspection at no cost and will be provided at a reasonable cost. A copy of the staff report will be available for inspection at no cost at least seven days prior to the hearing and will be provided at a reasonable cost. **For information, contact Associate Planner Will Harper at 503.691-3027.**

Assisted Listening Devices for persons with impaired hearing can be scheduled for this meeting by calling 503.692.2000 (voice) or 503.692.9574 (telephone text) no later than 24 hours prior to the meeting.

The City will also, upon request, endeavor to arrange for a qualified sign language interpreter for persons with speech or hearing impairments. Since these services must be scheduled with outside service providers, it is important to allow as much lead time as possible. Please notify the City of your need by 5:00 p.m. two working days prior to the meeting date at 503.692.2000 (voice) or 503.692.0574 (text telephone).

CITY OF TUALATIN, OREGON

By: Sherilyn Lombos
City Recorder

file: INT-09-01

Mailed: 9/9/2009

AFFIDAVIT OF POSTING

STATE OF OREGON)
) SS
COUNTY OF WASHINGTON)

I, Stacy Crawford, being first duly sworn, depose and say:

That at the request of Sherilyn Lombos, City Recorder for the City of Tualatin, Oregon; that I posted two copies of the Notice of Hearing on the 9th day of September, 2009, a copy of which Notice is attached hereto; and that I posted said copies in two public and conspicuous places within the City, to wit:

1. City of Tualatin Police Department

2. City of Tualatin City Center Building

Dated this 9th day of September 2009.

Stacy Crawford

Subscribed and sworn to before me this 9th day of Sept., 2009.

OFFICIAL SEAL
CORTNEY RAE COX
NOTARY PUBLIC-OREGON
COMMISSION NO. 421300
MY COMMISSION EXPIRES SEPTEMBER 21, 2011

Notary Public for Oregon
My Commission expires: 9/21/2011

RE: INT-09-01—REQUEST FOR REVIEW APPEAL OF THE JULY 23, 2009 INTERPRETATION ANSWERING "WHAT IS THE STATUS OF THE NON-CONFORMING USE RIGHTS OF THE LAND AND STRUCTURE LOCATED AT 8250 SW TONKA STREET?"

EXHIBIT B

City of Tualatin

www.ci.tualatin.or.us

NOTICE OF HEARING
CITY OF TUALATIN, OREGON

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Other issues that were raised include:

- The history of leases on the property, the presence of a current lease on the property and the terms of leases.

18880 SW Martinazzi Avenue | Tualatin, Oregon 97062-7092 | 503.692.2000

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CITY OF TUALATIN, OREGON

By: Sherilyn Lombos
City Recorder

file: INT-09-01

Mailed: 9/9/2009

☆ Waiting on
final Staff Report
from Will

exhibit C

**DENIED
~~Approved~~ By Tualatin City Council
Date 9-28-09
Recording Secretary

STAFF REPORT
CITY OF TUALATIN

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

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

DATE: September 28, 2009

SUBJECT: CONSIDERATION OF A REQUEST TO CHANGE PARKING SPACE TIME ALLOCATIONS IN THE BLUE LOT.

ISSUE BEFORE THE COUNCIL:
A request to make changes to the parking space time allocations in the Blue Lot of the Core Area Parking District (CAPD).

RECOMMENDATION:
The Core Area Parking District Board (CAPDB) met on August 19, 2009, and voted (2 to 0 with one abstention) to recommend that the City Council not adopt a ~~resolution~~ ORDINANCE to approve parking space time change allocations in the Blue Lot.

Staff recommends that the City Council consider the CAPDB recommendation and provide direction.

EXECUTIVE SUMMARY:
- This action is not a public hearing
- This is a request of the Tualatin City Council to approve parking space time allocation changes in the Blue Lot.
- The specific parking spaces in question are the four-hour spaces located on the east side of the Blue Lot adjacent to the Aspen Place Building (Attachment B).
- Ms. Susan King of the Oregon Nurses Association (ONA) located in the Aspen Place Building has made a formal request to change the four-hour spaces in the Blue Lot to long-term spaces to better serve the business needs of ONA.

- Ms. King claims that she was initially told, by the builder of the Aspen Place Building, that the four-hour spaces that are adjacent to the building were to be re-designated as long-term in accordance with the requirements associated with the building's use. The scenario never came to fruition and she is questioning why the re-designation never occurred.
- In addition, Ms. King has documented several reasons for the long-term parking space need in the Blue Lot in an email message sent to staff on June 17, 2009. The reasons stated in the email are summarized below:
  1. The Oregon Nurses Association has 18 staff members and only 9 ONA reserved spaces underneath the Aspen Place Building. More long-term parking spaces for the staff would be desirable.
  2. ONA hosts' a total of five Board meetings per year in their facility for one to two days at a time. There are 13 members on their board and ONA would like to have additional long-term spaces adjacent to their building for the convenience of board members.
  3. Other committees and outside groups utilize the Aspen Place Building facilities along with the staff for three other tenants.
- Historically, this has been an ongoing controversy as the tenants in the Tualatin Medical Plaza located on the west end of the Blue Lot have expressed the need in the past for the four-hour spaces to serve their clientele.
- The Blue Lot currently consists of 24 two-hour spaces, 9 four-hour spaces, 34 long-term spaces and 2 disabled spaces.
- Timed spaces are approximately 49% of all spaces within the Blue Lot.
- According to a parking survey that was completed in July, 2009 the 9 four-hour spaces in the Blue Lot are utilized on an average of 2.8 spaces in the AM and 2.0 spaces in the PM hours. These averages indicate that roughly 70% of the 9 four-hour parking spaces were not being utilized during the observation periods.
- The same survey shows that the 34 long-term spaces experience a higher utilization rate at an average of 29.1 spaces in the AM and 26.3 spaces in the PM indicating an approximate 15% vacancy rate on average during the time the spaces were being observed.
- At no time during the survey observation period did any of the timed or untimed areas within the Lot reach capacity.
- Staff initially recommended to the CAPDB to change the parking space time allocations on approximately half of the 9 four-hour spaces that exist as a compromise to the varied uses adjacent to the Blue Lot.
- Ms. King was in attendance at the CAPDB meeting and encouraged the Board to find a balance to meet the needs of all the organizations that utilize the Blue Lot and to incorporate a permanent change.
- The consensus amongst the Board was that there is ample available long-term parking on the street and in other Lots located in close proximity to the Blue Lot to serve the needs of ONA.
- The recommendation of the CAPDB was to leave the parking spaces as four-hour and to make efforts for the people to park in the Green Lot and, if that is not successful, to revisit this subject again at a later date.
- There are no criteria to apply to this request.

OUTCOMES OF DECISION:
Approval of the request for changing some parking space time allocations in the Blue Lot will result in the following:

1. Satisfying the request made by Ms. King to change the 9 four-hour spaces. adjacent to the Aspen Place Building to long-term spaces.
2. Meeting the business needs of the Oregon Nurses Association
3. A decrease in the percentage of timed parking spaces in the Blue Lot to 36% reducing the opportunity for short-termed parking by 13%.
4. The Blue Lot consisting of only long-term and two-hour parking spaces.

Denial of the request for changing some parking space time allocations in the Blue Lot will result in the following:

1. Denial of Ms. King's request of changing the 9 four-hour spaces to long-term parking spaces.
2. Maintaining current parking space time allocations in the Blue Lot.
3. Meeting the business needs of the Tualatin Medical Plaza to the west of the Blue Lot.
4. Agreement with the recommendation of the CAPDB to not approve the ~~resolution~~ ORDINANCE.

ALTERNATIVES TO RECOMMENDATION:
Alternatives evaluated to authorizing the change of some of the 9 four-hour parking spaces to long-term in the Blue Lot are as follows:

1. Do nothing - Leave the parking time allocations in the Blue Lot as they exist and ask that ONA continue to encourage people to park in the Green Lot for long-term parking.
2. Re-designate some four-hour spaces to long-term – Re-designate approximately half of the 9 four-hour spaces to long-term as a compromise to the competing parking needs of the businesses that are adjacent to and utilize the Blue Lot.
3. Increase the parking space time allocation - Change the 9 four-hour spaces from four hours to a longer period of time without designating them long-term.

FINANCIAL IMPLICATIONS:
There are no financial implications associated with this request. There are funds budgeted in Fiscal Year 10/11 to change parking signage in the CAPD fund.

PUBLIC INVOLVEMENT:
Public involvement is not required as part of this action. Tenants of the buildings adjacent to the Blue Lot were noticed of the Core Area Parking District Board meeting on August 29, 2009 and given a copy of CAPDB Memorandum from staff.

Attachments:

A. Email Request from Susan King of ONA
B. Boundary Map of Core Area Parking District
C. Map of Blue Lot
D. Core Area Parking District Parking Survey June-July 2009

ERIC UNDERWOOD

From: Susan King [king@oregonrn.org]
Sent: Wednesday, June 17, 2009 11:08 AM
To: ERIC UNDERWOOD
Cc: Kathy Gannett; Eric Sklarz; Bob Miller; baddogrichards@aol.com
Subject: Blue Lot Parking Request

Hello Eric, thank you for taking my request for temporary re-designation of short term parking spaces to long term in the Blue Lot to the parking commission. My second request relates to a long standing issue which I will describe briefly.

When ONA purchased a share of the Aspen Place LLC which owns the building, we were told by the builder and our partner Dale Richards, that the current 4 hour parking spaces, which lie along the west side of the Aspen Place building in the Blue Lot, were to be re-designated as long term in recognition of the new building and change in types of parking requirements for an office building. Until that time, it is my understanding that the lot was primarily used by the dental offices which have mostly short term users. That re-designation did not happen by the time ONA occupied the building in May of 2002 and our former Administrator took the request to the parking commission some time in 2002 as I recall. I cannot find documentation of the outcome of our request but know that the re-designation never happened.

The Aspen Place office building has several types of need for parking. I have approximately 18 staff who spend their work days in the office. About ½ of those come and go for meetings, legislative activity etc. We currently have 9 parking spaces under the building. Aside from staff, we have many meetings for our members including our Board which meets 5 times per year for one or two days. There are 13 members on our Board. Additionally, we have Cabinets and committees and outside groups also use our offices for meetings. It is hard to estimate the numbers of those and we have not tracked that data as yet. We have three other tenants with staff who are a mix of continual presence during office hours and intermittent use.

Short term parking spaces are a problem for us because they require that meeting attendees interrupt their business to move their cars and try to find other parking places. Some do use the lot to the east but with carrying materials, that is less than desirable although we do encourage it.

The other primary user of the parking lot is the dental office and the current designation of a preponderance of short term parking spaces favors the patient turnover typical for that type of business.

My request is as before, please consider recommending to the parking authority that the 4 hour spaces along the west side of Aspen Place be re-designated as long term.

If you need additional information, please let me know.

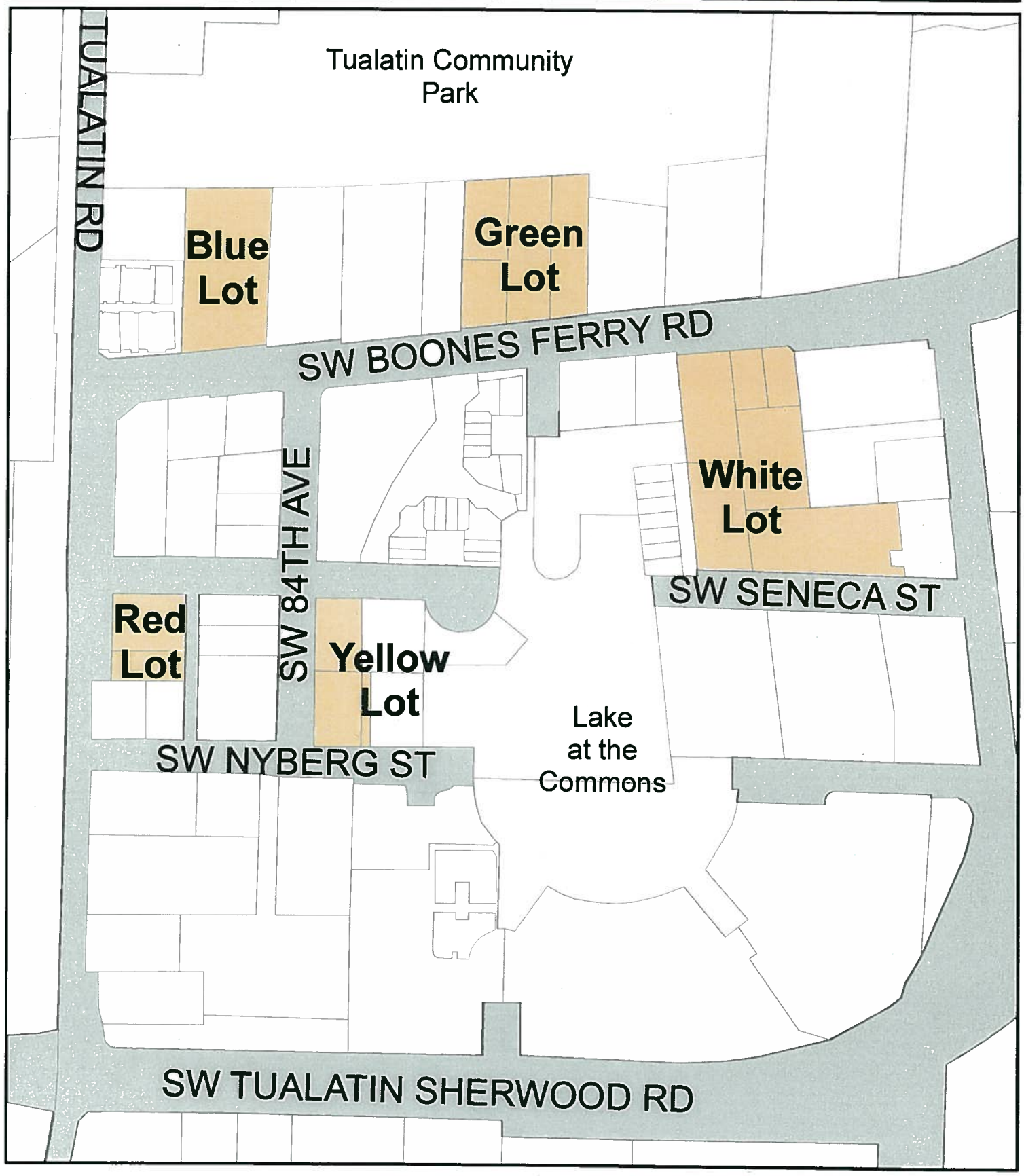
Susan King, MS, RN
Executive Director
Oregon Nurses Association
18765 SW Boones Ferry Road, Suite 200
Tualatin, OR 97062
503-293-0011 ext. 311
(F) 503-293-0013
www.oregonrn.org

Confidentiality Notice: This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message.

Attachment A

Public Parking Downtown

TUALGIS



Public Parking Lots

N
W E
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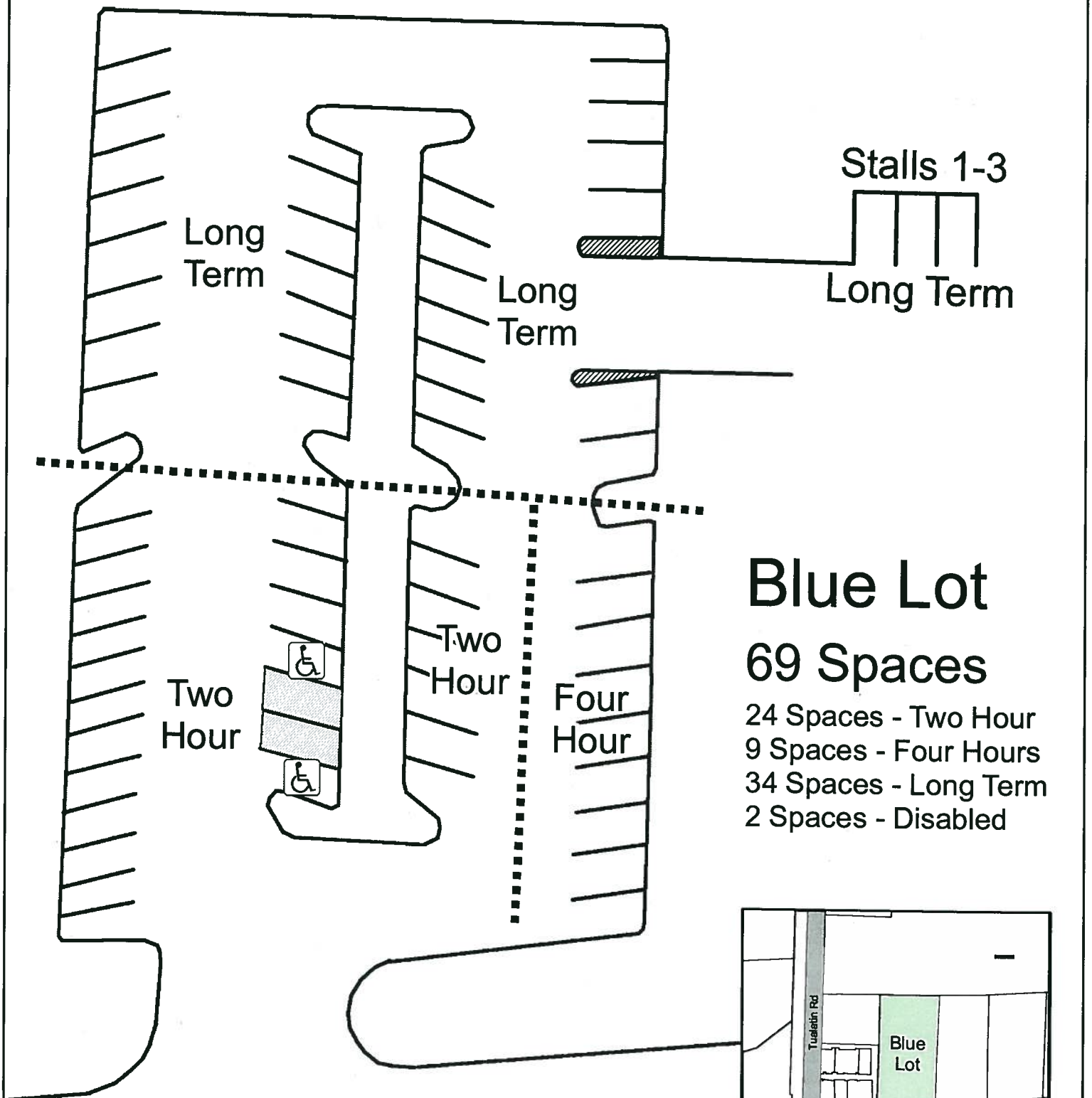
Attachment B

Blue Lot

This map is derived from various digital database sources. While an attempt has been made to provide an accurate map, the City of Tualatin, OR assumes no responsibility or liability for any errors or ommissions in the information. This map is provided "as is". -Engineering and Building Dept.
Plotted 7/18/2007

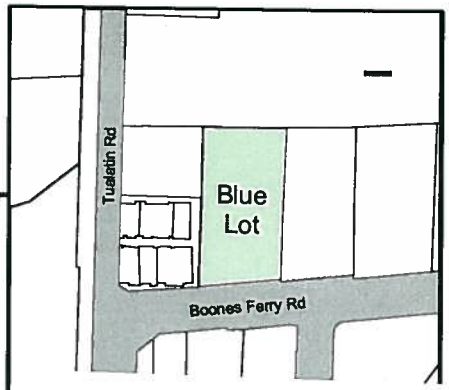
TUALGIS



Blue Lot

69 Spaces

24 Spaces - Two Hour
9 Spaces - Four Hours
34 Spaces - Long Term
2 Spaces - Disabled



Attachment C

CORE AREA PARKING DISTRICT PARKING SURVEY
JUNE-JULY 2009

DATE	TIME	LONG TERM 33 TOTAL	DISABLED 2 TOTAL
6/24/2009	11:29AM	17	0
6/24/2009	1:04PM	11	1
6/29/2009	9:44AM	4	0
6/29/2009	12:45PM	15	0
6/30/2009	9:58AM	4	0
6/30/2009	12:27PM	24	2
7/10/2009	11:55AM	15	0
7/10/2009	2:47PM	11	0
7/14/2009	11:12AM	18	0
7/14/2009	1:24PM	21	0
7/15/2009	9:03AM	5	0
7/15/2009	12:36PM	25	0
7/16/2009	10:20 AM	7	0
7/16/2009	12:29 PM	19	0
7/20/2009	11:08 AM	8	0
7/20/2009	2:37 PM	7	0
7/21/2009	10:20 AM	6	0
7/21/2009	1:10 PM	12	0
7/22/2009	10:24 AM	7	0
7/22/2009	12:41 PM	19	0
	AM Avg	9.1	0
	PM Avg	16.4	0.3

DATE	TIME	LONG TERM 35 TOTAL	4-HOUR 9 TOTAL	2-HOUR 24 TOTAL	DISABLED 2 TOTAL
6/24/2009	11:14AM	35	7	15	0
6/24/2009	12:40PM	33	4	5	0
6/29/2009	11:06AM	29	4	2	0
6/29/2009	12:38PM	24	1	3	0
6/30/2009	9:48AM	27	3	9	0
6/30/2009	2:00PM	25	3	4	1
7/10/2009	11:50AM	20	2	3	0
7/10/2009	2:42PM	12	1	1	0
7/14/2009	11:51AM	30	2	9	1
7/14/2009	1:18PM	30	2	6	0
7/15/2009	9:44AM	26	0	10	0
7/15/2009	12:30PM	25	0	6	0
7/16/2009	10:14AM	31	1	8	0
7/16/2009	12:20 PM	31	1	6	0
7/20/2009	11:56 AM	24	2	6	0
7/20/2009	3:14 PM	23	2	4	0
7/21/2009	10:58 AM	34	1	10	1
7/21/2009	1:03 PM	31	2	4	1
7/22/2009	10:13 AM	35	6	13	0
7/22/2009	12:46 PM	29	4	7	0
	AM Avg	29.1	2.8	8.5	0.2
	PM Avg	26.3	2.0	4.6	0.2

DATE	TIME	LONG TERM 86 TOTAL	DISABLED 3 TOTAL
6/24/2009	11:45AM	22	0
6/24/2009	1:14PM	19	0
6/29/2009	11:02 AM	31	0
6/29/2009	2:03PM	24	0
6/30/2009	9:43AM	28	0
6/30/2009	1:50PM	25	0
7/10/2009	11:44AM	27	0
7/10/2009	3:52 PM	16	0
7/14/2009	11:47AM	27	0
7/14/2009	2:25PM	24	0
7/15/2009	9:10AM	19	0
7/15/2009	12:25PM	18	0
7/16/2009	10:00AM	24	0
7/16/2009	12:15 PM	24	0
7/20/2009	11:52 AM	23	0
7/20/2009	3:09 PM	22	0
7/21/2009	10:24 AM	28	0
7/21/2009	12:54 PM	27	0
7/22/2009	10:02 AM	24	0
7/22/2009	12:53 PM	17	0
	AM Avg	25.3	0
	PM Avg	21.6	0

YELLOW LOT

DATE	TIME	LONG TERM 23 TOTAL	3-HOUR 16 TOTAL	1-HOUR 4 TOTAL	DISABLED 1 TOTAL
6/24/2009	11:37AM	7	1	0	0
6/24/2009	12:45PM	10	3	1	0
6/29/2009	9:46AM	0	0	0	0
6/29/2009	12:49PM	5	3	0	0
6/30/2009	10:01AM	1	1	0	0
6/30/2009	1:06PM	4	2	0	0
7/10/2009	11:58AM	5	5	0	0
7/10/2009	2:15PM	6	1	0	0
7/14/2009	11:18AM	9	1	0	0
7/14/2009	1:10PM	12	4	0	0
7/15/2009	9:06AM	6	3	0	0
7/15/2009	12:41PM	7	4	0	0
7/16/2009	10:29 AM	5	2	0	0
7/16/2009	12:35 PM	7	4	0	0
7/20/2009	11:11 AM	4	0	0	0
7/20/2009	2:40 PM	2	2	0	0
7/21/2009	10:18 AM	6	1	1	0
7/21/2009	1:17 PM	12	6	2	0
7/22/2009	10:27 AM	9	2	0	0
7/22/2009	12:35 AM	6	2	0	0
	AM Avg	5.2	1.7	0.1	0
	PM Avg	7.1	3.1	0.3	0

WHITE LOT

DATE	TIME	LONG TERM 86 TOTAL	3-HOUR 31 TOTAL	1-HOUR 43 TOTAL	DISABLED 6 TOTAL
6/24/2009	10:45AM	68	11	17	0
6/24/2009	12:30PM	69	19	28	0
6/24/2009	1:37PM	63	13	5	0
6/29/2009	9:50AM	50	4	6	0
6/29/2009	1:20PM	54	11	9	0
6/29/2009	3:36PM	47	10	9	0
6/30/2009	9:26AM	44	9	2	0
6/30/2009	12:06PM	72	10	15	1
6/30/2009	2:55 PM	53	9	8	1
7/10/2009	11:16AM	57	14	11	0
7/10/2009	12:49PM	56	13	13	0
7/10/2009	3:35PM	43	12	18	0
7/14/2009	11:21AM	68	9	5	1
7/14/2009	2:14PM	58	12	12	0
7/14/2009	3:25PM	57	10	14	1
7/15/2009	9:13AM	51	5	7	1
7/15/2009	12:15PM	61	8	18	0
7/15/2009	1:20PM	61	7	10	0
7/16/2009	9:23 AM	44	9	6	0
7/16/2009	12:00 PM	55	14	17	1
7/16/2009	1:18 PM	53	9	10	0
7/20/2009	11:14 AM	49	10	13	0
7/20/2009	1:06 PM	55	10	10	0
7/20/2009	2:44 PM	46	12	16	0
7/21/2009	10:28 AM	51	5	9	1
7/21/2009	12:14 PM	65	15	19	0
7/21/2009	1:37 PM	51	9	9	0
7/22/2009	9:27 AM	51	9	14	0
7/22/2009	1:16 PM	63	10	10	0
7/22/2009	2:08 PM	66	9	13	0
	AM Avg	53.3	8.5	9.0	0.3
	PM Avg	57.4	11.1	13.2	0.2

Attachment D

Approved By Tualatin City Council
Date 09-28-09
Recording Secretary

STAFF REPORT
CITY OF TUALATIN

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

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

DATE: September 28, 2009

SUBJECT: CONSIDERATION OF A REQUEST TO CHANGE PARKING SPACE TIME ALLOCATIONS IN THE WHITE LOT.

ISSUE BEFORE THE COUNCIL:
A request to make changes to the parking space time allocations in the White Lot of the Core Area Parking District (CAPD).

RECOMMENDATION: **ORDINANCE
The Core Area Parking District Board (CAPDB) met on August 19, 2009, and voted (3 to 0) recommending that the City Council adopt a ~~resolution~~ to approve parking space time change allocations for a selected group of one-hour parking spaces in the White Lot.

Staff recommends that the City Council consider the CAPDB recommendation and provide direction.

EXECUTIVE SUMMARY:
- This action is not a public hearing
- This is a request of the Tualatin City Council to consider the recommendation from the CAPDB and provide direction on parking space time allocation changes in the White Lot.
- The specific parking spaces in question are the one-hour spaces located on the south side of the White Lot adjacent to SW Seneca Street and the Seneca Building (Attachment A).

- On July 7, 2009, staff received a letter of complaint from Troy M. Johnson (Attachment B) regarding public parking facility regulations and parking space time allocations in the White Lot.
- In the letter, Mr. Johnson states that he received a citation from the parking enforcement officer after leaving a three-hour parking space to drive to the end of the White Lot for lunch and then parking again in a different three-hour parking space.
- The parking enforcement officer's interpretation of the law is that a car cannot be moved from one parking space to another to obtain an extension in parking time therefore, a citation was issued.
- Mr. Johnson's reason for not electing to park in the unrestricted or non-timed parking spaces is that "there are rarely any unrestricted timed parking spaces that aren't adjacent to Boones Ferry, or basically 200+ yards away from my office."
- This situation generated the request from Mr. Johnson for parking time allocation changes in the White Lot to extend parking time.
- At the June 17, 2009 CAPDB meeting, an interest was expressed by Board members to survey tenants in buildings adjacent to the White Lot on parking time allocations and tenant parking needs.
- Board members indicated they would conduct the survey and talk with businesses.
- As a result of that initiative, a letter/petition was submitted to staff on August 13, 2009 expressing support for parking time allocation changes in the White Lot.
- The letter/petition lists two suggestions for parking time allocation changes and they are as follows:
    - Change all three-hour parking spaces to four-hour parking spaces.
    - Change the one-hour parking spaces located on the south end of the White Lot to two-hour spaces.
- The recent Parking Survey conducted by the City for the White Lot indicates that the 31 three-hour spaces are utilized on an average of 8.5 spaces in the AM and 11.1 spaces in the PM hours.
- These averages indicate that roughly 65% of the 31 three-hour parking spaces were not being utilized during the observation period.
- The 43 one-hour spaces are utilized on an average of 9.0 spaces in the AM and 13.2 spaces in the PM hours.
- These averages indicate that roughly 69% of the 43 one-hour parking spaces were not being utilized during the observation period.
- The same survey shows that the 86 long-term spaces experience a higher utilization rate but well below maximum capacity at an average of 53.3 spaces in the AM and 57.4 spaces in the PM indicating an approximate 33% vacancy rate on average during the time the spaces were being observed.
- At no time during the survey observation period did any of the timed or untimed areas within the Lot reach capacity.
- Staff initially recommended to the CAPDB to evaluate the request for parking space time allocation changes in the White Lot, select a parking space time

allocation change scenario and forward a recommendation to City Council for approval based on the expressed parking needs of the White Lot patrons.

- The CAPDB supported the request to convert the one-hour spaces to two-hour spaces but did not see the need to change the three-hour spaces to four-hour spaces. The Board was in agreement that there are always long-term spaces available.
- Gary Haberman, owner of the Hot Seat, was in attendance at the CAPDB meeting and commented to the Board that although he signed the petition, he liked the way the parking space times are currently allocated in the White Lot. However, he would be o.k. with the conversion from one to two hours in some spaces.
- There are no criteria to apply to this request.

OUTCOMES OF DECISION:

Approval of the request for changing parking space time allocations in the White Lot will result in the following:

1. Satisfying the request made by Mr. Johnson to change some parking space time allocations in the White Lot.
2. A reduction of one-hour spaces and/or three-hour spaces in the White Lot and parking times in these spaces will be extended.
3. Satisfying the request made by the signers of the petition to change some parking time allocations in the White Lot.
4. Parking space time allocations that meet some businesses parking needs.

Denial of the request for changing parking space time allocations in the White Lot will result in the following:

1. Denial of Mr. Johnson's request to changing parking space time allocations.
2. Denial of the petitioners' request to change parking space time allocations in the White Lot.
3. No reduction in one-hour spaces and/or three-hour spaces.
4. Maintaining current parking space time allocations in the White Lot and not meeting some businesses needs for parking.
5. Denial of the recommendation forwarded by the CAPDB to change of the selected 18 one-hour spaces to two-hour spaces in the White Lot.

ALTERNATIVES TO RECOMMENDATION:

Alternatives evaluated to authorizing the change of the 18 one-hour parking spaces to long-term in the White Lot are as follows:

1. Do nothing - Leave the parking time allocations in the White Lot as they exist.
2. Re-designate parking space times as indicated in the letter to staff – The scenarios include change all three-hour parking spaces to four-hour parking spaces and changing the one-hour parking spaces located on the south end of the White Lot to two-hour spaces.

3. Choose a different scenario than what has been proposed – Council may wish to analyze the parking situation in the White Lot further and devise a different parking space time allocation change scenario.

FINANCIAL IMPLICATIONS:
There are no financial implications associated with this request. There are funds budgeted in Fiscal Year 10/11 to change parking signage in the CAPD fund.

PUBLIC INVOLVEMENT:
Public involvement is not required as part of this action. Tenants of the buildings adjacent to the White Lot were noticed of the Core Area Parking District Board meeting on August 29, 2009 and given a copy of CAPDB Memorandum from staff.

Attachments:
A. Map of the subject one-hour spaces in the White Lot
B. Letter dated July 7, 2009 from Mr. Troy Johnson
C. Petition dated July 28, 2009 from tenants adjacent to the White Lot
D. Boundary Map of Core Area Parking District
E. Map of White Lot
F. Core Area Parking District Parking Survey June-July 2009

White Lot

This map is derived from various digital database sources. While an attempt has been made to provide an accurate map, the City of Tualatin, OR assumes no responsibility or liability for any errors or omissions in the information. This map is provided "As Is". Engineering and Building Dept
Plotted 6/18/2007

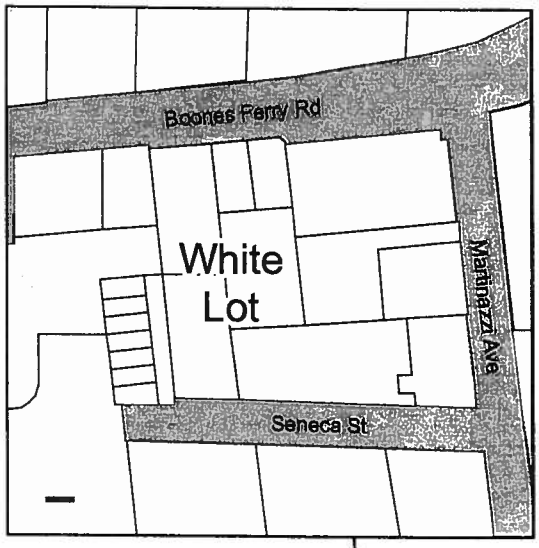
TUALGIS

Boones Ferry Rd

White Lot

166 Spaces

43 Spaces - One Hour
31 Spaces - Three Hours
86 Spaces - Long Term
6 Spaces - Disabled



Long Term
One Hour
Three Hour

Seneca St

Attachment A

TUALATIN MUNICIPAL COURT
18880 SW Martinazzi Ave.
Tualatin, OR 97062-7092

JUL 17 2009

Re: Contesting Parking Citations #11444 and #11446

I emphatically contest the above mentioned citations and wish to voice a complaint about Traffic Officer Barb Inhofer's interpretation of the city parking regulations.

At approximately 1:30pm on 29 June 2009, Officer Inhofer called up to me while I was on the deck of our office building overlooking the city parking lot used for my office building. She said to me; "Sir, you cannot move from parking spot to another." I responded; "I didn't. I actually drove it to the end of the parking lot near Taco Del Mar for lunch, and then back after lunch and parked it in a different three hour parking spot in the shade." Officer Inhofer then continued to tell me that I didn't do that and it wasn't permissible. Then subsequently issued citation #11444 at 1:45pm with a note/comment: 8-1.220 TMC NO Extension of time. Then at 4:33pm she issued citation #11446 indicating overtime parking.

Last year, City Councilman Chris Barhyte spoke with the City Attorney about officer Inhofer's interpretation of the law which she has said to me, and others, that it isn't permissible to move from one timed parking spot to another timed parking spot. The City Attorney informed Councilman Barhyte that officer Inhofer's interpretation was incorrect and that it is acceptable to move from one timed spot to another without violating the City ordinance. When both Councilman Barhyte and I informed Officer Inhofer of this information from the City Attorney, her comment has always been "that is not the law."

I have addressed the City's parking committee with recommended changes, because frankly when I arrive at the office there are rarely any unrestricted timed parking spaces that aren't adjacent to Boones Ferry, or basically 200+ yards away from my office. That is why I choose to park in a three hour spot, and pay my fines if I fail to move in the allotted time period allowed.

I am out of town on the week of 16 July which is the next court date. Therefore, I request either a dismissal of both citations and having Officer Inhofer corrected on the law according to the interpretation of the City Attorney; or another court date which I can present my case to the court.

Thank you for your consideration of my request.

Kind regards,

Troy M. Johnson
President – MWT Foods USA, LLC
18861 SW Martinazzi Avenue, Suite 203A, Tualatin, OR 97062

Attachment B

July 28, 2009

Dear Core Area Parking Board,

We would strongly encourage you to propose to the Tualatin City Council that a few of the timed parking stalls in the white lot be altered. We are asking for these changes after a few years of experiencing the function of the current white lot. Many of our guests that visit our businesses park in the 1 hour stalls since they are considered 'visitor parking'. Many of our guests have received a parking ticket when stay for an extended lunch meeting. We have also encountered problems when a meeting goes beyond the 1 hour time. We have had several awkward conversations with our guests and informed them that they need to move their automobile or face a $10 ticket. We have listed below our proposed changes. We are not proposing to change the one hour parking stalls in front of Key Bank.

- All 3 hour parking stalls are changed to 4 hour parking stalls.
- The 1 hour parking spaces on the South end of the white lot are changed from 1 hour parking stalls to 2 hour stalls.

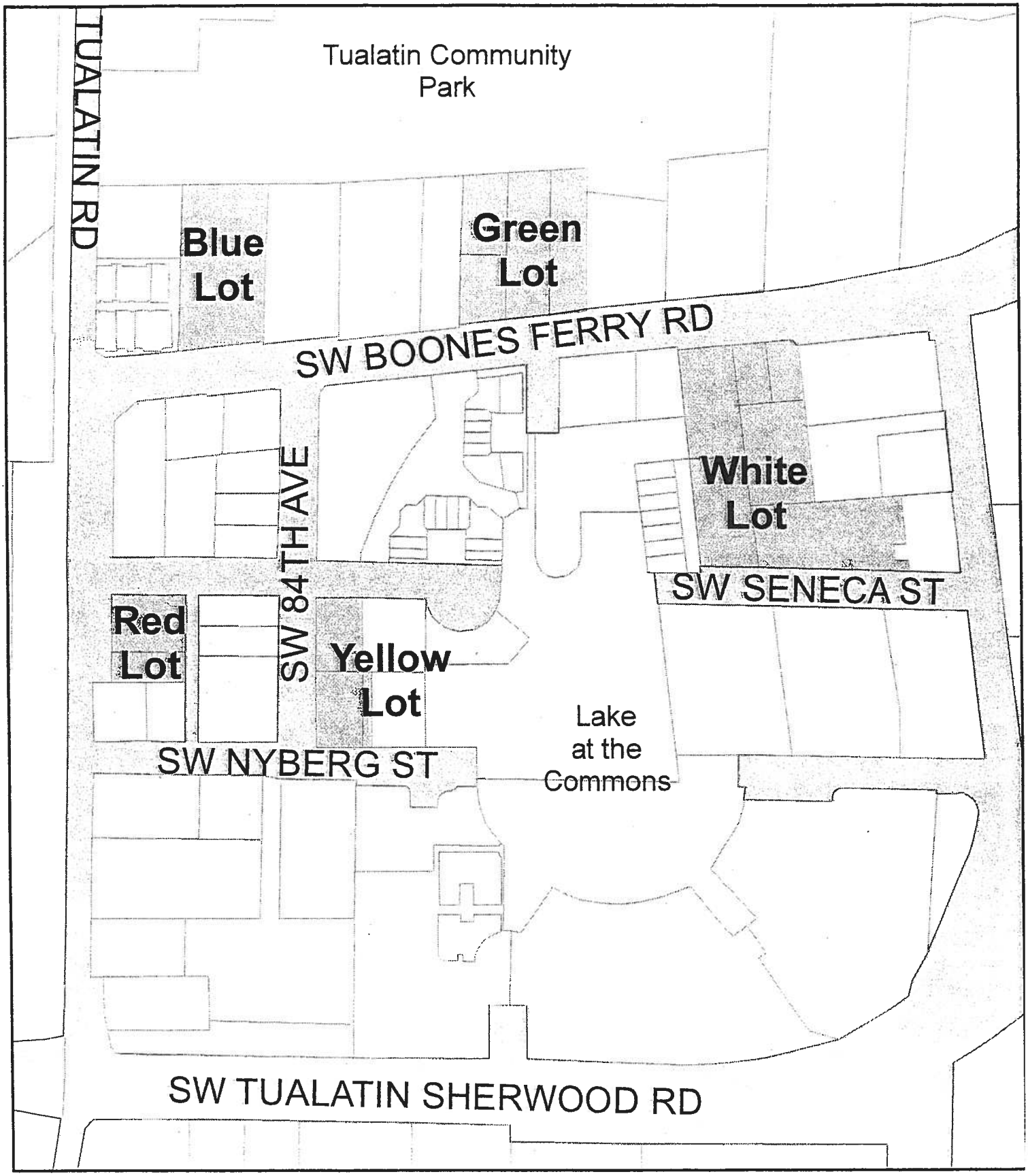
Thank you for considering our request,

Business Name	Name	Signature
Begin Right	Michelle de Belloy	Michelle de Belloy
Bullock Family Dentistry	John Bullock	John Bullock
BArhyte Specialty Foods	Chris BArhyte	
Sierra Capital	Preston Hirsfield	
MWT Foods USA	Troy Johnson	
Hot Seat Sport Bar	Gary Haberman	
Financial Info	Mike Mallet	

Attachment C

Public Parking Downtown

TUALGIS



Public Parking Lots

N
W
S

Attachment D

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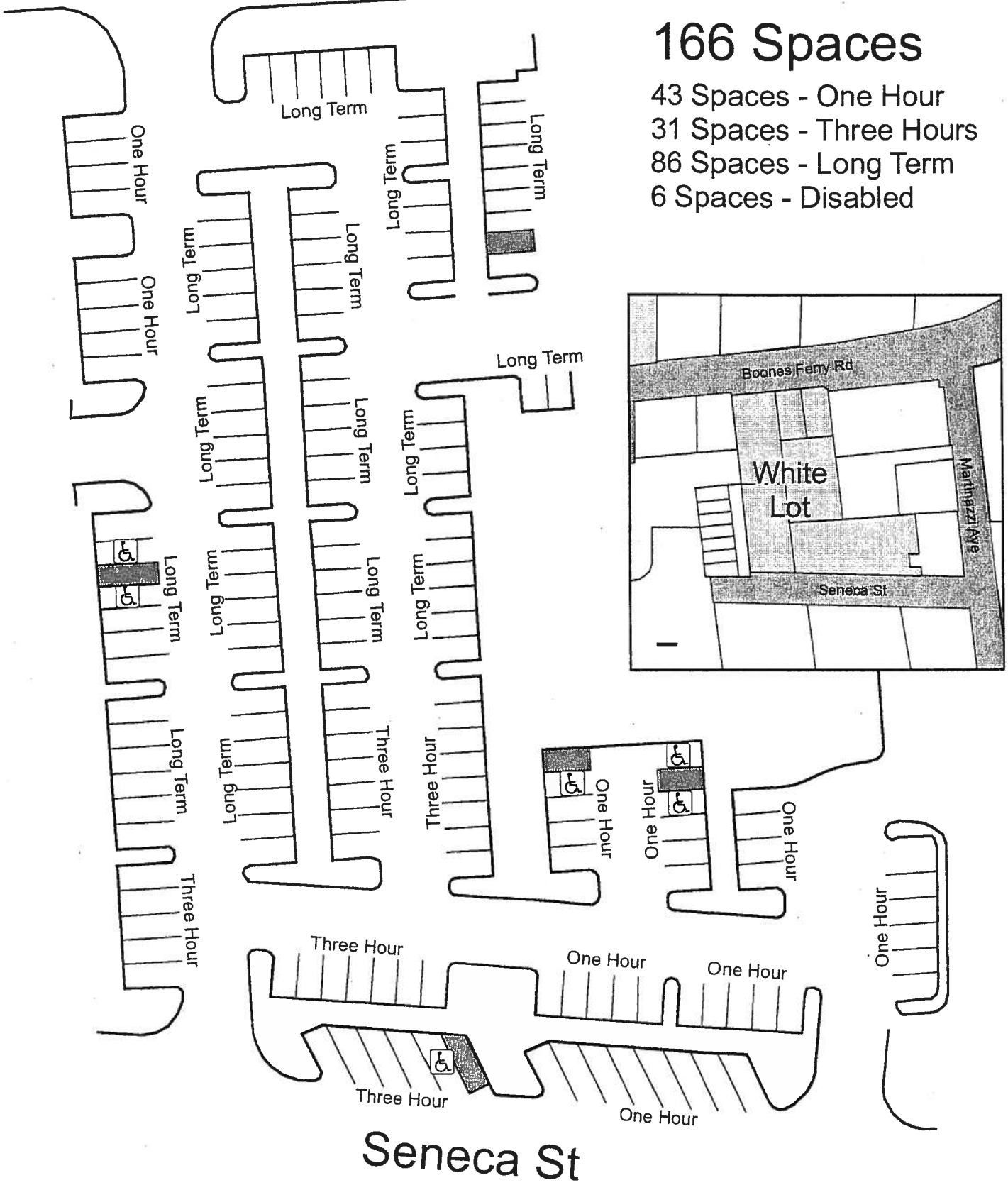
Plotted 07/10/2007

White Lot

166 Spaces

43 Spaces - One Hour
31 Spaces - Three Hours
86 Spaces - Long Term
6 Spaces - Disabled



Attachment E

CORE AREA PARKING DISTRICT PARKING SURVEY
JUNE-JULY 2009

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7/14/2009	11:12AM	18	0
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7/15/2009	9:03AM	5	0
7/15/2009	12:36PM	25	0
7/16/2009	10:20 AM	7	0
7/16/2009	12:29 PM	19	0
7/20/2009	11:06 AM	8	0
7/20/2009	2:37 PM	7	0
7/21/2009	10:20 AM	6	0
7/21/2009	1:10 PM	12	0
7/22/2009	10:24 AM	7	0
7/22/2009	12:41 PM	19	0
	AM Avg	9.1	0
	PM Avg	16.4	0.3

DATE	TIME	LONG TERM 35 TOTAL	4-HOUR 9 TOTAL	2-HOUR 24 TOTAL	DISABLED 2 TOTAL
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6/30/2009	9:48AM	27	3	9	0
6/30/2009	2:00PM	25	3	4	1
7/10/2009	11:50AM	20	2	3	0
7/10/2009	2:42PM	12	1	1	0
7/14/2009	11:51AM	30	2	9	1
7/14/2009	1:18PM	30	2	6	0
7/15/2009	9:44AM	26	0	10	0
7/15/2009	12:30PM	25	0	6	0
7/16/2009	10:14AM	31	1	8	0
7/16/2009	12:20 PM	31	1	6	0
7/20/2009	11:56 AM	24	2	6	0
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7/22/2009	10:13 AM	35	6	13	0
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	AM Avg	29.1	2.8	8.5	0.2
	PM Avg	26.3	2.0	4.6	0.2

DATE	TIME	LONG TERM 66 TOTAL	DISABLED 3 TOTAL
6/24/2009	11:45AM	22	0
6/24/2009	1:14PM	19	0
6/29/2009	11:02 AM	31	0
6/29/2009	2:03PM	24	0
6/30/2009	9:43AM	28	0
6/30/2009	1:50PM	25	0
7/10/2009	11:44AM	27	0
7/10/2009	3:52 PM	16	0
7/14/2009	11:47AM	27	0
7/14/2009	2:25PM	24	0
7/15/2009	9:10AM	19	0
7/15/2009	12:25PM	18	0
7/16/2009	10:00AM	24	0
7/16/2009	12:15 PM	24	0
7/20/2009	11:52 AM	23	0
7/20/2009	3:09 PM	22	0
7/21/2009	10:24 AM	28	0
7/21/2009	12:54 PM	27	0
7/22/2009	10:02 AM	24	0
7/22/2009	12:53 PM	17	0
	AM Avg	25.3	0
	PM Avg	21.6	0

YELLOW LOT

DATE	TIME	LONG TERM 23 TOTAL	3-HOUR 16 TOTAL	1-HOUR 4 TOTAL	DISABLED 1 TOTAL
6/24/2009	11:37AM	7	1	0	0
6/24/2009	12:45PM	10	3	1	0
6/29/2009	9:46AM	0	0	0	0
6/29/2009	12:49PM	5	3	0	0
6/30/2009	10:01AM	1	1	0	0
6/30/2009	1:06PM	4	2	0	0
7/10/2009	11:58AM	5	5	0	0
7/10/2009	2:15PM	6	1	0	0
7/14/2009	11:18AM	9	1	0	0
7/14/2009	1:10PM	12	4	0	0
7/15/2009	9:06AM	6	3	0	0
7/15/2009	12:41PM	7	4	0	0
7/16/2009	10:29 AM	5	2	0	0
7/16/2009	12:35 PM	7	4	0	0
7/20/2009	11:11 AM	4	0	0	0
7/20/2009	2:40 PM	2	2	0	0
7/21/2009	10:18 AM	6	1	1	0
7/21/2009	1:17 PM	12	6	2	0
7/22/2009	10:27 AM	9	2	0	0
7/22/2009	12:35 AM	6	2	0	0
	AM Avg	5.2	1.7	0.1	0
	PM Avg	7.1	3.1	0.3	0

WHITE LOT

DATE	TIME	LONG TERM 86 TOTAL	3-HOUR 31 TOTAL	1-HOUR 43 TOTAL	DISABLED 6 TOTAL
6/24/2009	10:45AM	68	11	17	0
6/24/2009	12:30PM	69	19	28	0
6/24/2009	1:37PM	63	13	5	0
6/29/2009	9:50AM	50	4	6	0
6/29/2009	1:20PM	54	11	9	0
6/29/2009	3:36PM	47	10	9	0
6/30/2009	9:26AM	44	9	2	0
6/30/2009	12:06PM	72	10	15	1
6/30/2009	2:55 PM	53	9	8	1
7/10/2009	11:16AM	57	14	11	0
7/10/2009	12:49PM	56	13	13	0
7/10/2009	3:35PM	43	12	18	0
7/14/2009	11:21AM	68	9	5	1
7/14/2009	2:14PM	58	12	12	0
7/14/2009	3:25PM	57	10	14	1
7/15/2009	9:13AM	51	5	7	1
7/15/2009	12:15PM	61	8	18	0
7/15/2009	1:20PM	61	7	10	0
7/16/2009	9:23 AM	44	9	6	0
7/16/2009	12:00 PM	55	14	17	1
7/16/2009	1:18 PM	53	9	10	0
7/20/2009	11:14 AM	49	10	13	0
7/20/2009	1:06 PM	55	10	10	0
7/20/2009	2:44 PM	46	12	16	0
7/21/2009	10:28 AM	51	5	9	1
7/21/2009	12:14 PM	65	15	19	0
7/21/2009	1:37 PM	51	9	9	0
7/22/2009	9:27 AM	51	9	14	0
7/22/2009	1:16 PM	63	10	10	0
7/22/2009	2:08 PM	66	9	13	0
	AM Avg	53.3	8.5	9.0	0.3
	PM Avg	57.4	11.1	13.2	0.2

Attachment F

Approved By Tualatin City Council
Date 9-28-09
Recording Secretary

STAFF REPORT
CITY OF TUALATIN

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

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

DATE: September 28, 2009

SUBJECT: AN ORDINANCE RELATING TO CORE AREA PARKING TIME LIMITS; AND AMENDING TMC 8-1-220

ISSUE BEFORE THE BOARD:
Whether City Council should adopt an ordinance modifying the Tualatin Municipal Code (TMC) 8-1-220 to address parking in the Core Area Parking District (CAPD).

RECOMMENDATION:
The Core Area Parking District Board (CAPDB) met on August 19, 2009, and voted (3 to 0) recommending that the City Council adopt an ordinance that clarifies the rules in the Tualatin Municipal Code for the Parking Enforcement Officer with regard to movement of cars within the City parking lots.

Staff recommends that the City Council consider the staff report and supporting attachments and provide direction.

EXECUTIVE SUMMARY:
- This action is not a public hearing
- This is a request of the Tualatin City Council to approve an ordinance that clarifies the rules in the Tualatin Municipal Code for the Parking Enforcement Officer with regard to movement of cars within the City parking lots.
- The specific Ordinance identified for language modification in the TMC is 8-1-220, Extension of Parking Time (Exhibit 1).
- TMC 8-1-220 addresses the extension of parking time within the City. The Ordinance is not clear on whether it addresses on-street parking, parking in the public facilities, or both.

- On July 7, 2009, staff received a letter of complaint from Troy M. Johnson (Attachment B) regarding public parking facility regulations and parking space time allocations in the White Lot.
- In the letter, Mr. Johnson states that he received a citation from the Parking Enforcement Officer after leaving a three-hour parking space to drive to the end of the White Lot for lunch and then parking again in a different three-hour parking space upon his return.
- The Parking Enforcement Officer's interpretation of the law is that a car cannot be moved from one parking space to another to obtain an extension in parking time. Therefore, a citation was issued.
- Mr. Johnson's reason for not electing to park in the unrestricted or non-timed parking spaces is that "there are rarely any unrestricted timed parking spaces that aren't adjacent to Boones Ferry, or basically 200+ yards away from my office."
- Mr. Johnson was cited for violating TMC 8-1-220, Extension of Parking Time, and is now contesting the Parking Enforcement Officer's interpretation of the law.
- This situation generated the request from Mr. Johnson for clarification of the law in regard to moving a car from one timed parking space to another timed parking space within the same parking lot.
- The issue that needs clarification is how to modify the language in the current TMC regulations to address car movement in parking lots among timed parking spaces for the purposes of extending parking time.
- At the August 19, 2009 CAPDB meeting, the Board decided that, rather than creating a new section of the TMC, it was better to modify current language in the appropriate Section(s).
- Discussions were held with Brenda Braden, City Attorney, regarding the provisions in the TMC about moving a car from space to space for parking time extension.
- Resulting from those discussions is the proposed TMC language documented below:
    - TMC 8-1-220, Extension of Parking Time, "~~Where maximum parking time limits are designated by sign, movement of~~ No person may move a vehicle from one timed-specified space to another timed-specified space within a public parking facility in the Core Area Parking District ~~within a block shall not extend the time limits for parking~~ without first reaching an off-site destination and for the sole purpose of extending the time the vehicle is legally parked.
- There are no criteria to apply to this request.

OUTCOMES OF DECISION:

Approval of the request to modify TMC language in Section 8-1-220 will result in the following:

1. Provide clarification to the Parking Enforcement Officer on how car movement in parking lots is governed in the Core Area Parking District.

2. Provide clarity to the public on how car movement in parking lots is governed in the Core Area Parking District.
3. Specifically address car movement within the Core Area Parking District in TMC 8-1-220.
4. A guideline for enforcement of car movement within the Core Area Parking District.

Denial of the request to modify TMC language in Section 8-1-220 will result in the following:

1. Maintaining ambiguity in the application of TMC 8-1-220 to the Core Area Parking District.
2. Not addressing car movement within the Core Area Parking District in the Tualatin Municipal Code other than parking in a lot for a 24+ hour period.
3. The potential of future contention regarding this issue as long as enforcement of car movement within the Core Area Parking District continues.

ALTERNATIVES TO RECOMMENDATION:
Alternatives to the CAPDB and staff recommendations are:

1. Recommend the Council approve the proposed ordinance with alterations.
2. Recommend the Council not approve the ordinance.
3. Continue the discussion of the proposed ordinance and return to the matter at a later date.

FINANCIAL IMPLICATIONS:
Funds have been budgeted in the Economic Development Division budget to modify the TMC for FY 09/10.

PUBLIC INVOLVEMENT:
Public involvement is not required as part of this action.

Attachments:

A. Letter dated July 7, 2009 from Mr. Troy Johnson
B. Core Area Parking District Boundary Map
C. Ordinance with Exhibit

TUALATIN MUNICIPAL COURT
18880 SW Martinazzi Ave.
Tualatin, OR 97062-7092

JUL 17 2009

Re: Contesting Parking Citations #11444 and #11446

I emphatically contest the above mentioned citations and wish to voice a complaint about Traffic Officer Barb Inhofer's interpretation of the city parking regulations.

At approximately 1:30pm on 29 June 2009, Officer Inhofer called up to me while I was on the deck of our office building overlooking the city parking lot used for my office building. She said to me; "Sir, you cannot move from parking spot to another." I responded; "I didn't. I actually drove it to the end of the parking lot near Taco Del Mar for lunch, and then back after lunch and parked it in a different three hour parking spot in the shade." Officer Inhofer then continued to tell me that I didn't do that and it wasn't permissible. Then subsequently issued citation #11444 at 1:45pm with a note/comment: 8-1.220 TMC NO Extension of time. Then at 4:33pm she issued citation #11446 indicating overtime parking.

Last year, City Councilman Chris Barhyte spoke with the City Attorney about officer Inhofer's interpretation of the law which she has said to me, and others, that it isn't permissible to move from one timed parking spot to another timed parking spot. The City Attorney informed Councilman Barhyte that officer Inhofer's interpretation was incorrect and that it is acceptable to move from one timed spot to another without violating the City ordinance. When both Councilman Barhyte and I informed Officer Inhofer of this information from the City Attorney, her comment has always been "that is not the law."

I have addressed the City's parking committee with recommended changes, because frankly when I arrive at the office there are rarely any unrestricted timed parking spaces that aren't adjacent to Boones Ferry, or basically 200+ yards away from my office. That is why I choose to park in a three hour spot, and pay my fines if I fail to move in the allotted time period allowed.

I am out of town on the week of 16 July which is the next court date. Therefore, I request either a dismissal of both citations and having Officer Inhofer corrected on the law according to the interpretation of the City Attorney; or another court date which I can present my case to the court.

Thank you for your consideration of my request.

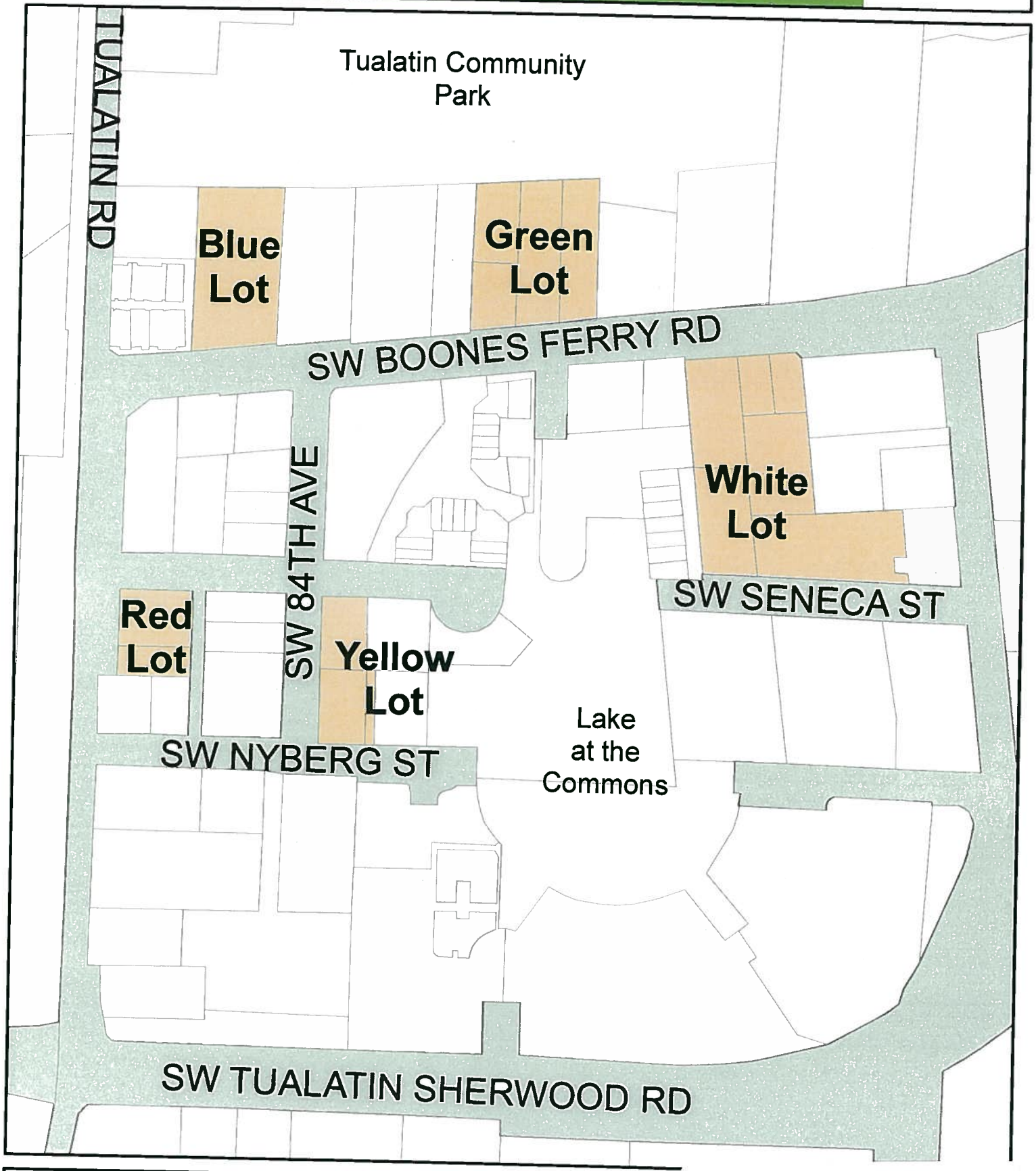
Kind regards,

Troy M. Johnson
President – MWT Foods USA, LLC
18861 SW Martinazzi Avenue, Suite 203A, Tualatin, OR 97062

Attachment A

Public Parking Downtown

TUALGIS



Public Parking Lots

N
W E R
S

Attachment B

ORDINANCE NO. 1289-09

AN ORDINANCE RELATING TO CORE AREA PARKING TIME LIMITS; AND AMENDING TMC 8-1-220

WHEREAS Tualatin Municipal Code (TMC) 11-3-030(4)(d) establishes that the City Council shall consult the Core Area Parking District Board (Board) concerning regulations of parking lots within the Core Area Parking District (District) and other matters pertaining to the District; and

WHEREAS the Board met on August 19, 2009, and determined that TMC 8-1-220 should be clarified with regard to moving a car from one timed parking space to another timed parking space within the same parking lot; and

WHEREAS it is in the best interest of the City to clarify to the public how car movement in parking lots is governed in the Core Area Parking District;

THE CITY OF TUALATIN ORDAINS AS FOLLOWS:

Section 1. TMC 8-1-220 is amended to read as follows:

~~Where maximum parking time limits are designated by sign movement of~~ No person may move a vehicle from one timed-specified space to another timed-specified space within a public parking facility in the Core Area Parking District ~~within a block shall not extend the time limits for parking~~ without first reaching an off-site destination and for the sole purpose of extending the time the vehicle is legally parked.

INTRODUCED AND ADOPTED this 28th day of September, 2009.

CITY OF ~~TUALATIN, Oregon~~

BY _____
~~Mayor~~

ATTEST:

BY _____
City Recorder

APPROVED AS TO LEGAL FORM

Brenda L. Braden
CITY ATTORNEY

8-1-160 Prohibited Parking or Standing.

(1) No person shall park or stand:

(a) A vehicle in violation of state motor vehicle laws prohibiting parking.

(b) A vehicle in an alley other than for the expeditious loading or unloading of persons or materials, and in no case for a period in excess of 10 consecutive minutes.

(c) A motor truck as defined by ORS 801.355 on a street between the hours of 9:00 p.m. and 7:00 a.m. of the following day in front of or adjacent to a residence or apartment house.

(2) No operator shall park and no owner shall allow a vehicle to be parked upon a public right-of-way or street for the principal purpose of:

(a) Displaying the vehicle for sale.

(b) Repairing or servicing the vehicle, except repairs necessitated by an emergency.

(c) Displaying advertising from the vehicle.

(d) Selling merchandise from the vehicle, except when authorized.

(3) It shall be unlawful for the driver of a vehicle to stop, stand, or park such vehicle whether attended or unattended in any City owned or operated public off-street parking facility except in designated parking spaces or in compliance with the directions of a police officer.

(4) No vehicle operator shall park a vehicle in violation of City regulations which prohibit or restrict the location or time limits of vehicle parking. [Ord. 506-80 §22, April 14, 1980; Ord. 639-84 §1, June 25, 1984; Ord. 664-85 §2, May 28, 1985; Ord. 734-87 §2, Oct. 12, 1987; Ord. 747-88 §5, June 13, 1988.]

8-1-170 Use of Loading Zone.

No person shall stand or park a vehicle for any purpose or length of time, other than for the expeditious loading or unloading of persons or materials, in a place designated as a loading zone when the hours applicable to that loading zone are in effect. In no case, when the hours applicable to the loading zone are in effect, shall the stop for loading and unloading of materials exceed the time limits posted. If no time limits are posted, then the use of the zone shall not exceed 30 minutes. [Ord. 506-80 §23, April 14, 1980.]

8-1-180 Unattended Vehicles.

Whenever a police officer finds a motor vehicle parked unattended with the ignition key in the vehicle, the police officer is authorized to remove the key from the vehicle and deliver the key to the person in charge of the police station. [Ord. 506-80 §23, April 14, 1980.]

8-1-190 Standing or Parking of Buses and Taxicabs.

The operator of a bus or taxicab shall not stand or park the vehicle upon a street in a business district at a place other than a bus stop or taxicab stand, respectively. This provision shall not prevent the operator of a taxicab from temporarily stopping his or her vehicle outside a traffic lane while loading or unloading passengers. [Ord. 506-80 §23, April 14, 1980; Ord. 989-98 §25, Jan. 26, 1998.]

8-1-200 Restricted Use of Bus and Taxicab Stands.

No person shall stand or park a vehicle other than a taxicab in a taxicab stand, or a bus in a bus stop; except that the operator of a passenger vehicle may temporarily stop for the purpose of and while actually engaged in loading or unloading passengers, when stopping does not interfere with a bus or taxicab waiting to enter or about to enter the restricted space. [Ord. 506-80 §26, April 14, 1980.]

8-1-210 Lights on Parked Vehicle.

No lights need be displayed upon a vehicle that is parked in accordance with this ordinance upon a street where there is sufficient light to reveal a person or object at a distance of at least 500 feet from the vehicle. [Ord. 506-80 §27, April 14, 1980.]

8-1-220 Extension of Parking Time.

Where maximum parking time limits are designated by sign, movement of a vehicle

Exhibit 1

within a block shall not extend the time limits for parking. [Ord. 506-80 §28, April 14, 1980.]

8-1-230 Exemption.

This ordinance regulating vehicle parking or standing shall not apply to City, county or state or public utility vehicles while necessarily in use for construction or repair work on a street, or a vehicle while in use for the collection, transportation or delivery of the United States mail. [Ord. 506-80 §29, April 14, 1980; Ord. 989-98 §29, Jan. 26, 1998.]

8-1-240 Regulation of Parking at City Center, Library, and Council Building.

(1) This section applies to the following parking areas:

(a) All public parking spaces in the parking lot located in front of the City Center and Library building; and

(b) All public parking spaces located in the parking areas adjacent to the Council Building;

(2) Vehicle parking in those parking areas referred to in subsection (1) shall be regulated as follows:

Between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except holidays, no vehicle may park longer than the times identified on Schedule C, TMC 8-3, unless the vehicle operator obtains a validation slip from the City Manager or designee, as described in subsection (4).

(3) (a) Movement of a vehicle within a parking area shall not extend the time zone parking limit.

(b) A validation slip shall be placed with the validation date plainly visible on the driver's side dashboard of the vehicle to which it is assigned and is not transferable from one vehicle to another.

(c) A validation slip shall be effective for not more than a single day and remains effective only as long as the operator remains qualified for the validation slip under subsection (4). A vehicle operator who receives a validation slip may not use the parking areas referred to in subsection (1) after qualification for such use has ceased.

(4) An operator of a vehicle who parks his or her vehicle in parking areas referred to in subsection (1) for more than the allowed time limit on Schedule C, TMC 8-3, is entitled to a validation slip, if the operator demonstrates his or her qualification under any of the following criteria:

(a) A person who is using or by driving is facilitating another person's use of the City Library;

(b) A person who is meeting with a member of City staff, who regularly reports for work in the City Center, Library or Council Building; or

(c) A person who has been subpoenaed for or is attending a Municipal Court trial as a witness, juror, or interested person.

(5) The requirements of this section do not apply to parking spaces reserved for parking for disabled persons.

(6) Current City Council members may use parking spaces referred to in subsection (1) without a validation slip. The City Manager shall inform the enforcement officers of the vehicles whose operators qualify for exemption under this subsection.

(7) The City Manager shall prescribe the form, content and administration of the validation slip, which shall include at least the following information: "name of vehicle operator, vehicle license number, the department of the City with which business is being conducted or in the appropriate case, the Library, and the date and time of validation. The City Manager shall designate the officers or employees of the City responsible for issuing validation slips. The City Manager shall cause the preparation and placement of signs for the parking areas regulated by this section to give appropriate notice of the time limits and how validation may be obtained.

(8) A person who obtains, displays or uses or causes another to obtain, display or use a validation slip improperly, without authorization or upon a false representation commits a civil infraction and shall be punished by a fine